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INDUSTRIAL GAZETTE

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CONTENTS

Vol. 364, Part 6

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Pages 1198 - 1499

		Page
Awards and Determinations —		
Awards Made or Varied —		
Breweries (State) Award	VSW	1198
Cement Industry (State) Consolidated Award	VSW	1201
Clerical and Administrative Employees in Permanent Building Societies (State) Award	VSW	1204
Clerical and Administrative Employees in Permanent Building Societies (State) Award	VSW	1206
Clerical and Administrative Employees in Permanent Building Societies (State) Award	VSW	1208
Community Pharmacy (State) Award 2001	RIRC	1210
Crown Employees (Correctional Officers, Department of Corrective Services) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres	RIRC	1248
Crown Employees (Department of Environment and Climate Change - Royal Botanic Gardens, Building and Mechanical Trades Staff) Award	RIRC	1265
Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award	RIRC	1276
Crown Employees (Office of the WorkCover Authority - Inspectors 2007) Award	AIRC	1303
Divisions of General Practice (State) Award	RVIRC	1317
Draughting Employees, Planners, Technical Employees, &c. (State) Award	OIRC	1318
Draughting Employees, Planners, Technical Employees, &c. (State) Award	VSW	1322
Laundry Employees (State) Award	VSW	1325
Maritime Authority of New South Wales Award 2007	RIRC	1327
Mechanical Opticians (State) Award	VSW	1381
Miscellaneous Workers' Kindergarten and Child Care Centres (State) Training Wage Award	RVIRC	1383
Nursing Homes, &c., Nurses' (State) Award	VSW	1384
Pastoral Employees (State) Award	VSW	1388
Pastrycooks, &c. (State) Award	RVIRC	1395
Preterm Medical Officers (State) Award	RVIRC	1397
Professional Surveyors (Private Industry) (State) Award	RVIRC	1402
Public Health System Nurses' & Midwives' (State) Award	VIRC	1404
Readymix Holding Pty Ltd Sydney Concrete Carriers Contract Determination	CD	1414
Readymix Holding Pty Ltd Sydney Concrete Carriers Contract Determination	VCD	1438
Readymix Holdings Pty Ltd Country Concrete Carriers Contract Determination	CD	1443
Starch Manufacturers, &c. (State) Award	RVIRC	1477
Storemen and Packers, Wholesale Drug Stores (State) Award	CORR	1479
Theatre Managers (State) Award	VSW	1481

Theatrical Employees Recreation and Leisure Industry (State) Award	VSW	1484
Transport Industry - Waste Collection and Recycling (State) Superannuation Award	RIRC	1486

Industrial Committees -

Furnishing Trades (State)		1489
---------------------------	--	------

Contract Agreements Approved by the Industrial Relations Commission

CORR	1490
CORR	1491

INDEX FOR VOLUME 364		1492
----------------------	--	------

END OF VOLUME 364 OF THE N.S.W. INDUSTRIAL GAZETTE

(059)

SERIAL C6207**BREWERIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1088 of 2007)

Before Commissioner Macdonald

16 October 2007

VARIATION

1. Delete Part B, Monetary Rates, of the award published 30 November 2001 (329 I.G. 1032), and insert in lieu thereof the following:

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

From the first pay period commencing on or after 2 August 2007.

The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:

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

Table 1 - Rates of Pay

Classification	Wage Total \$
(i) Carlton and United Breweries (NSW) Pty Limited Employees -	
Security Officer/Controller	652.80
Process Control Room Operator	652.80
Security Officer	638.90
Quality Control Employee	623.50
Kegging Plant Operator	623.30
Beer Runner	623.30
Packaging Plant Operator	622.50
Storeperson - Main Store -	
Storeperson/Driver A	639.70
Storeperson/Driver B	659.50
Bottle Shop Assistant	622.50
Production Assistant/General Hand	611.80
Cleaner	611.80
All other adult employees	604.10

(ii) Tooheys Limited -	
Engine Drivers	681.20
Fireperson	669.40
Customer Serviceperson	667.60
Forklift Driver	665.80
Brewhouse Control Operator (Steinecker Brewing Plant)	662.40
Engine Room Greaser	661.30
Plant Greaser	653.30
Customer Serviceperson	652.80
Engine Driver Trainee	652.00
Filterperson	650.60
Fireman Trainee	669.40
Fermentation Man -	646.80
Packaging Operators	642.20
Bulk Packaging Operator	646.10
Security Officer	638.90
Greaser	640.10
Bulk Packaging Operator	635.00
Recovery Plant Operator	632.80
Brewhouse Complex Operator	632.80
Filtration Complex Operator	632.80
Dispatch Hand/Loadmaker Poly	648.20
All other adults packaging	631.50
Bottle Shop Hand	629.50
Dispatch Hand/Loadmaker	644.80
Traffic Controller	629.50
Other Adult - Road Sweeper	629.90
Quality Control Employee	611.00
Beer Runner	611.20
Gardener	611.00
Main Stores Storeperson	620.50
Barperson	620.60
Other Adults - Cleaners	611.80
Dispatch Hand/Loadmaker	608.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	Amount \$
1	2(ii)(a)	Leading Hands in charge of not more than 10 people	30.50 per week
2	2(ii)(b)	Leading Hands in charge of more than 10 people	43.48 per week
3	2(ii)(c)	Employees in brewhouse, refrigerated cellars and malshouses	5.73 per week
4	2(ii)(d)	Employees, qualified first-aid attendant	12.66 per week
5	2(ii)(e)	Shiftworkers, as defined - provided employees on 5-day roster of each night shift worked receive additionally	53.76 per week 1.56 per shift
	5(iv)	Employees on a fixed afternoon shift	64.46 per week
	5(iv)	Employees on a fixed night shift	128.61 per week
6	2(ii)(f)	Employees on 7-day continuous shift roster	72.25 per week
7	2(ii)(g)	Shiftworker on 12 hour rostered shift	72.25 per week
8	2(ii)(h)	Forklift allowance - battery operated	9.95 per week
9	2(ii)(i)	Uniform allowance	8.11 per week
10	2(ii)(j)	Forklift driver required to use hydraulic grab attachments	15.90 per week

11	3	Service Increments after - 1st year 2nd year 3rd year 4th year 5th year and thereafter	21.63 per week 23.58 per week 27.14 per week 30.83 per week 34.17 per week
12	6(iii)	Meal Allowance	6.93 each occasion
13	6(iv)	Breakfast Allowance	1.58 occasion

2. The variation shall apply from the first full pay period commencing on or after 2 August 2007.

A. MACDONALD, Commissioner

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CEMENT INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1979 of 2007)

Before Commissioner Ritchie

28 November 2007

VARIATION

1. Delete subclause (iv) of clause 4, Rates of Pay, of the award published 19 November 2004 (347 I.G. 348), and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

A. Quarries	
	Rates per week (Inc. SWC 2007) \$
Drill Operator	554.10
Shot Firer	554.10
Crushing and Conveyor Plant Attendant -	561.40
Labourer - Building Trades; Greaser; Fettler	544.70
Plantperson (crushing and conveying)	549.70
Operator of rear, bottom or side dumps with carrying capacity of:	
Up to 20 tonnes	578.90
Over 20 and up to 40 tonnes	589.80
Over 40 and up to 70 tonnes	599.70
Over 70 tonnes	
B. Materials Receiving, Raw Milling, Kilns and Cement Mills	
	\$
Burner	580.90
Cement Miller	559.00
Plant Attendant	551.90
C. Laboratory	
	\$
Mechanical Tester	564.30
Process Tester	567.00

General Tester	545.90
D. Despatch	
	\$
Despatch Section Attendant	561.10
Bulk Loader Stock House Attendant	554.00
E. General	
	Rate of Pay \$
Labourer - Building trades; Fettler; Jackhammer operator Vacuum Plant Operator	544.70 549.50
Operator - Mechanical Road Sweeper; Dump Car Operator	547.50
Mechanical Sweeper Operator	542.70
Storeperson	554.00
Greaser - Planned Maintenance (Portland)	545.90
Brush Hand; Gardener	548.70
Amenities Block Attendant	545.70
Cleaner; Greaser; General Labourer	542.50
Tractor Driver - 26KW	550.90
Forklift Operator	561.10
Driver of a vehicle with a carrying capacity of:	
Up to 2 tonnes	549.50
Over 2 tonnes and up to 3 tonnes	553.40
For each additional tonne up to 8 tonnes	0.898
For each additional tonne over 8 and up to 10 tonnes	0.724
For each additional tonne over 10 and up to 12 tonnes	0.541
NOTE: Motor lorry driver whilst engaged in driving work outside the works (not including ash dumping) shall be paid at the minimum rates prescribed by the Transport Industry (State) Award, in force from time to time.	
F. Engine Drivers, Plant Operators, etc.	
Rubber Tyre Tractor - Power Operated Attachment to 37KW	555.60
Front End Loader Driver - Relief Operator	560.90 560.50
G. Maintenance	
Boilermaker, Fitter, Machinist 1st Class, Motor Mechanic, Turner	608.10
Mechanical Tradesperson - Special Class	644.20
Welder - Special Class 1st Class	613.60 608.10
Electrical Fitter	656.80
Electrical Mechanic	656.80
Electronic Instrument Fitter	686.10
Electronic Tradesperson	723.60
Electrician's Assistant	580.70
Rigger and/or Splicer	583.20
Dogperson and/or Crane Chaser	561.10
Dogperson and/or Crane Chaser - Mobile Equipment	574.40
Belperson/Greaser	564.80
Belt Repairer	579.30
Tradesperson's Assistant	555.60
Mobile Crane Driver - 5 to 10 tonnes	578.20
Bricklayer	610.20
Carpenter	610.20
Painter	610.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2007 Amount \$
1	4(ii) "A"	Electrical Tradesperson	30.90/wk	32.15/wk
2	4(ii)"B"	Possessing the NSW Electrical Mechanic's Licence	16.65/wk	17.30/wk
3	4(iii)	Tool Allowance	Per Week	Per Week
4		Bricklayer	12.25	12.75
5		Carpenter or Plumber	17.20	17.90
6		Painter or Signwriter	17.20	17.90
		Electrical or Metal Tradesperson	12.80	13.30
7	4(iii)I	Leading Hands	Per Week	Per Week
8		In charge of 1-5 employees	22.70	23.60
9		In charge of 6-15 employees	32.80	34.10
		In charge of 16 or more employees	42.90	44.60
10	4J	Disability Allowance	41.65/wk	43.30/wk
11	5(ii)	First aid allowance	3.00/day	3.10/day
12	5(iii)	Cleaning/repair of roofs & working in precipitator	0.77/hr	0.80/hr
13	5(iv)	Use of explosive powered tools	1.01/hr	1.05/hr
14	5(v)	Assist in alteration/repair to kilns/refractory work	1.59/hr	1.65
15	5(vi)	Preparation/application to epoxy based materials	0.59/hr	0.61/hr
16	5(vi)	In building when air-conditioning plant is not working	Additional 0.36/hr	Additional 0.37/hr
17	5(vi)	In close proximity to employees so engaged	0.44/hr	0.46/hr
18	5(vii)	Spray painting in other than a properly constructed booth	0.44/hr	0.46/hr
19	5(viii)	Employed upon any chokage (oil); required to open up soil/waste/drain pipe or scupper conveying offensive material	5.15 per day or part thereof	5.35 per day or part thereof
20	5(ix)	Electrical Tradesperson - fault finding, repair, testing at component level	4.70/day	4.90/day
21	5(xi)	Barring down quarry face on rope	3.30/day	3.45/day
22	23(i)	Meal Money (notified)		
		Work overtime for more than two hours	10.65	11.05
23	23(I)	Work extends into second or subsequent break	10.65	11.05

NOTE: These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustments in accordance with the June 2007 State Wage Case decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 9 November 2007.

D.W. RITCHIE, Commissioner

CLERICAL AND ADMINISTRATIVE EMPLOYEES IN PERMANENT BUILDING SOCIETIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3470 of 2005)

Before Commissioner Murphy

19 July 2005

VARIATION

1. Delete subclause (xi) of clause 3, Classification Structure and Wages, of the award published 1 December 2000 (320 I.G. 789), and insert in lieu thereof the following:
 - (xi) State Wage Case Adjustments - The rates of pay in this award include the adjustments payable under the State Wage Case of 2005. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

PART E

MONETARY RATES

Table 1 - Wages

Adults - The minimum rates of wages per week for adult employees shall be the rate of wages as set out below for the relevant grades:			
Grade	Former Weekly Rate \$	SWC 2005 \$	New Weekly Rate \$
Grade 1	508.00	17.00	525.00
Grade 2	527.50	17.00	544.50
Grade 3	561.20	17.00	578.20
Grade 4	602.90	17.00	619.90
Grade 5	663.50	17.00	680.50
Juniors - Junior employees performing duties of an Adult Grade 3 employee:			
Age	Former Weekly Rate \$	SWC 2005 %	Weekly Rate \$
At 17 years of age	267.05	3	275.05
At 18 years of age	329.95	3	339.85
At 19 years of age	377.15	3	388.45
At 20 years of age	445.25	3	458.60

All other junior employees -

Age	Former Weekly Rate \$	SWC 2005 %	Weekly Rate \$
Under 17 years of age	200.45	3	206.45
At 17 years of age	250.90	3	258.45
At 18 years of age	307.55	3	316.80
At 19 years of age	348.75	3	359.20
At 20 years of age	410.40	3	422.70

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	49iv)(a)(1)	Saturday Loadings - Adults Employees under 21 years of age	14.00 9.50
2	5(iii)(a) 17(vii)(e) 17(viii)(g)	Meal Money	10.85
3	5(iii)(b)	Meal Allowances	10.85
4	6 (iii)	Own Car Allowance Vehicle 1500 cc and under Vehicle over 1500 cc	105.10 per week 125.70 per week
5	6(iv)	Own Car Allowance - for use on a casual or incidental basis	0.57
6	9(i)	Stand by/Call Back Allowance: Monday - Friday inclusive Weekends/Public Holidays	7.50 14.95
7	12(i)(a)	First Aid Allowance	8.90
8	14(i)	Training Allowance	3.40
9	19(iii)(b)(1)	Meal Allowance - shift work	10.85

3. This variation shall take effect from the first full pay period to commence on or after 19 July 2005.

J. P. MURPHY, Commissioner

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CLERICAL AND ADMINISTRATIVE EMPLOYEES IN PERMANENT BUILDING SOCIETIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2908 of 2006)

Before The Honourable Justice Schmidt

18 August 2006

VARIATION

1. Delete subclause (xi) of clause 3, Classification Structure and Wages, of the award published 1 December 2000 (320 I.G. 789), and insert in lieu thereof the following:
 - (xi) State Wage Case Adjustments - The rates of pay in this award include the adjustments payable under the State Wage Case of 2006. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

PART E

MONETARY RATES

Table 1 - Wages

Adults - The minimum rates of wages per week for adult employees shall be the rate of wages as set out below for the relevant grades:			
Grade	Former Weekly Rate \$	SWC 2006 \$	New Weekly Rate \$
Grade 1	525.00	20	545.00
Grade 2	544.50	20	564.50
Grade 3	578.20	20	598.20
Grade 4	619.90	20	639.90
Grade 5	680.50	20	700.50
Juniors - Junior employees performing duties of an Adult Grade 3 employee:			
Age	Former Weekly Rate \$	SWC 2006 %	Weekly Rate \$
At 17 years of age	275.05	4	286.05
At 18 years of age	339.85	4	353.45
At 19 years of age	388.45	4	404.00
At 20 years of age	458.60	4	476.95

All other junior employees -

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

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	49iv)(a)(1)	Saturday Loadings - Adults	14.55
		Employees under 21 years of age	9.90
2	5(iii)(a) 17(vii)(e) 17(viii)(g)	Meal Money	11.25
3	5(iii)(b)	Meal Allowances	11.25
4	6 (iii)	Own Car Allowance Vehicle 1500 cc and under	111.90 per week
		Vehicle over 1500 cc	133.80 per week
5	6(iv)	Own Car Allowance - for use on a casual or incidental basis	0.61
6	9(i)	Stand by/Call Back Allowance: Monday - Friday inclusive	7.80
		Weekends/Public Holidays	15.55
7	12(i)(a)	First Aid Allowance	9.25
8	14(i)	Training Allowance	3.55
9	19(iii)(b)(1)	Meal Allowance - shift work	11.25

3. This variation shall take effect from the first full pay period to commence on or after 18 August 2006

M. SCHMIDT J

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(082)

SERIAL C6408

CLERICAL AND ADMINISTRATIVE EMPLOYEES IN PERMANENT BUILDING SOCIETIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1267 of 2007)

Before Commissioner Cambridge

31 January 2008

VARIATION

1. Delete subclause (xi) of clause 3, Classification Structure and Wages, of the award published 1 December 2000 (320 I.G. 789), and insert in lieu thereof the following:
 - (xi) State Wage Case Adjustments - The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

PART E

MONETARY RATES

Table 1 - Wages

Adults - The minimum rates of wages per week for adult employees shall be the rate of wages as set out below for the relevant grades:			
Grade	Former Weekly Rate \$	SWC 2007 \$	New Weekly Rate \$
Grade 1	545.00	20	565.00
Grade 2	564.50	20	584.50
Grade 3	598.20	20	618.20
Grade 4	639.90	20	659.90
Grade 5	700.50	20	720.50
Juniors - Junior employees performing duties of an Adult Grade 3 employee:			
Age	Former Weekly Rate \$	SWC 2007 %	Weekly Rate \$
At 17 years of age	286.05	4	297.50
At 18 years of age	353.45	4	367.60
At 19 years of age	404.00	4	420.15
At 20 years of age	476.95	4	496.05

All other junior employees -

Age	Former Weekly Rate \$	SWC 2007 %	Weekly Rate \$
Under 17 years of age	214.70	4	223.30
At 17 years of age	268.80	4	279.55
At 18 years of age	329.45	4	342.65
At 19 years of age	373.55	4	388.50
At 20 years of age	439.60	4	457.20

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	49iv)(a)(1)	Saturday Loadings - Adults	15.15
		Employees under 21 years of age	10.30
2	5(iii)(a) 17(vii)(e) 17(viii)(g)	Meal Money	11.65
3	5(iii)(b)	Meal Allowances	11.65
4	6 (iii)	Own Car Allowance Vehicle 1500 cc and under	112.25 per week
		Vehicle over 1500 cc	134.25 per week
5	6(iv)	Own Car Allowance - for use on a casual or incidental basis	0.61
6	9(i)	Stand by/Call Back Allowance: Monday - Friday inclusive	8.10
		Weekends/Public Holidays	16.15
7	12(i)(a)	First Aid Allowance	9.60
8	14(i)	Training Allowance	3.70
9	19(iii)(b)(1)	Meal Allowance - shift work	11.65

3. This variation shall take effect from the first full pay period to commence on or after 18 August 2007

I. W. CAMBRIDGE, Commissioner.

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COMMUNITY PHARMACY (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 1607 of 2007)

Before Commissioner Connor

6 December 2007

REVIEWED AWARD

PART 1

APPLICATION AND OPERATION OF AWARD

1. Title

This award shall be known as the Community Pharmacy (State) Award 2001.

2. Arrangement

PART 1

APPLICATION AND OPERATION OF AWARD

1. Title
2. Arrangement
3. Transmission of Business
4. Definitions

PART 2

AWARD FLEXIBILITY

5. Enterprise Flexibility Provisions
6. Facilitative Provisions

PART 3

COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

7. Anti-discrimination
8. Dispute Settling Procedure
- 8A. Deduction of Union Membership Fees

PART 4

EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

9. Termination of Employment
10. Terms of Employment
- 10A. Secure Employment
11. Casual Employees
12. Redundancy

PART 5**WAGES AND RELATED MATTERS**

13. Wages Per Week of 38 Hours
14. Payment of Wages
15. Allowances
16. Superannuation
17. Annualised Salary
18. Supported Wage

PART 6**HOURS OF WORK, BREAKS, OVERTIME**

19. Hours of Work and Penalty Rates for Ordinary Time
20. Rostering
21. Make-Up Time
22. Meal Breaks, Rest Periods and Meal Allowance
23. Overtime
24. Flexibility of Working Hours
25. Prohibition on Work
26. Rosters for Weekly and Part-time Employees

PART 7**LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

27. Annual Holiday Loading
28. Sick Leave
29. Personal/Carer's Leave
30. Bereavement Leave
31. Public Holidays
32. Rostered day off falling on a holiday
33. Long Service Leave
34. Parental Leave

PART 8**TRAINING AND RELATED MATTERS**

35. Schools and Courses
36. Training
37. Commitment to Training and Careers

PART 9**MISCELLANEOUS**

38. Proof of Age
39. Lockers
40. Notice Board
41. Damage to Clothing and Physical Aids

PART 10**AWARD COMPLIANCE AND RELATED MATTERS**

- 42. Posting of Award
- 43. Uniformity of Award Conditions
- 44. Award Modernisation
- 45. Statutory Provisions
- 46. Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Wages

Table 2 - Other Rates and Allowances

Pharmacists (State) Industrial Committee - Industries and Callings

3. Transmission of Business

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

4. Definitions

- 4.1 Pharmacist means a person who is registered as a pharmacist pursuant to the *Pharmacy Act 1964*.
- 4.2 Permanent Employee means an employee other than a casual employee.
- 4.3 Full-time Employee means a permanent employee who is engaged to work for an average of 38 hours or more per week.
- 4.4 Part-time Employee means a permanent employee who is engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment and who is engaged to work an average of less than 38 hours per week but more than twelve hours per week and receives entitlements pro-rata.
- 4.5 Casual Employee means an employee who is engaged and paid as such but does not include employees within the definition of part time employee as defined in this clause, but may include an employee who is employed to replace the proprietor or other permanent employee for a fixed period of employment.
- 4.6 Ordinary rate or ordinary rate of pay shall mean the appropriate rate set out in clause 13.
- 4.7 Ordinary pay in relation to any employee means the remuneration for the employee's normal weekly number of ordinary hours of work calculated at the ordinary rate of pay and in addition shall include penalty rates relating to ordinary hours of work, but shall not include overtime.

- 4.8 Experienced Pharmacist means a pharmacist who has gained a minimum of four years full-time experience, or the part-time equivalent, as a community pharmacist.
- 4.9 Pharmacist, after first year of experience means a pharmacist who has gained a minimum 1824 hours relevant experience in community pharmacies.
- 4.10 Pharmacist Manager means a pharmacist who is responsible to the proprietor for all aspects of the business.
- 4.11 Pharmacist-in-Charge means a pharmacist who assumes responsibility for the day to day supervision and functioning of a community pharmacy practice.
- 4.12 Pharmacy Student means a person who is undertaking an accredited course of study leading to the degree of Bachelor of Pharmacy.
- 4.13 Pharmacy Trainee means a person who has satisfied the examination requirements for the degree of Bachelor of Pharmacy and is engaging in the period of pre-registration training required under the *Pharmacy Act 1964*.
- 4.14 Guild means the New South Wales Pharmacy Guild, an industrial organisation of employers registered pursuant to the *Industrial Relations Act 1996*.
- 4.15 Union means the Shop, Distributive and Allied Employees' Association, New South Wales or the Shop Assistants' and Warehouse Employees' Federation of Australia, Newcastle and Northern New South Wales, industrial organisations of employees registered pursuant to the *Industrial Relations Act 1996*.
- 4.16 Continuous Service means service under an unbroken contract of employment and includes:
- 4.16.1 any period of leave taken in accordance with this award; and
- 4.16.2 any period of leave or absence authorised by the employer or by an employment agreement; and
- 4.16.3 any period of leave or absence on account of illness, disease or injury.

PART 2

AWARD FLEXIBILITY

5. Enterprise Flexibility Provisions

- 5.1 See Part 2 of the *Industrial Relations Act 1996*.

6. Facilitative Provisions

- 6.1 Agreement to vary award provisions
- 6.1.1 This award contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the pharmacy. The facilitative provisions are identified at paragraphs 6.2.1 and 6.3.1.
- 6.1.2 The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provision should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.
- 6.2 Facilitation by Individual Agreement
- 6.2.1 The following facilitative provisions can be utilised upon an agreement between an employer and an employee provided that the agreement complies with paragraph 6.2.2:

Payment of Wages	10.4.4
Recall Allowance	15.6
Annualised Salary	17
Hours of Work - Method of Establishing Roster	20.1
Hours of Work - Minimum Engagement	20.4
Public Holidays	31.6
Make Up Time	21
Meal Break	22.2
Time Off in Lieu of Payment for Overtime	23.5
Variation to Period of Parental Leave	34.3.1
Commencement of Parental Leave	34.3.2
Return to Work Following Parental Leave	34.3.4

6.2.2 The Agreement reached must be recorded in the time and wages records kept by the employer in accordance with Division 2 of Part 3 of the Industrial Relations (General) Regulation 1996.

6.2.3 If an employee is a member of the Union the employee may be represented by the Union in meeting and conferring with the employer about the implementation of the facilitative provisions.

6.2.4 The Union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of a facilitative provision. Union involvement does not mean that consent of the Union is required prior to the introduction of agreed facilitative arrangements.

6.3 Facilitation by Majority Agreement

6.3.1 The following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the pharmacy, provided that an agreement complies with paragraph 6.2.2 or where specified at paragraph 31.1.3(b) Substitution of Public Holidays. Once such an agreement has been reached the particular form of flexibility agreed upon may be utilised by agreement between the employer and an individual employee without the need for the majority to be consulted.

6.4 Additional Safeguard

6.4.1 An additional safeguard applies to:

Hours of Work - Minimum Engagement	20.4
Substitution of Public Holidays	31.1.3(b)

6.4.2 The additional safeguard requires that where the Union has members employed at a pharmacy covered by the award, the Union shall be informed by the employer of the intention to use the facilitative provision and shall be given a reasonable opportunity to participate in the negotiations regarding its use. Union involvement in this process does not mean that the consent of the Union is required prior to the introduction of the agreed facilitative arrangements at the pharmacy.

6.5 In the event that a dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure in Clause 8 - Dispute Settling Procedure.

PART 3

COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

7. Anti-Discrimination

7.1 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.

- 7.2 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.
- 7.3 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.
- 7.4 Nothing in this clause is to be taken to affect:
- 7.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 7.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 7.4.3 any act or practice of a body established to propagate religion which is exempted under section 56 of the *Anti-Discrimination Act 1977*;
- 7.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 7.5 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.

8. Dispute Settling Procedure

- 8.1 If a dispute or grievance is unable to be resolved to the satisfaction of all parties at enterprise level, it should be referred to the appropriate officers of the Guild and the Union who will deal with the matter without delay. If the matter remains unresolved, it may be referred to the Industrial Relations Commission of New South Wales.
- 8.2 The employee may be represented by an industrial organisation of employees.
- 8.3 Whilst a dispute settling procedure is being followed, normal work shall continue.

8A. Union Membership Fee Deduction

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
- (b) The Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
- (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
- (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employer's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.

- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where 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.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly or monthly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.
- (viii) This clause shall take effect:
 - (a) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 21 March 2003;
 - (b) In the case of employers who do not fall within sub-paragraph (i) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 21 June 2003;
 - (c) For all other employers, from the beginning of the first pay period to commence on or after 21 September 2003.

PART 4

EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

9. Termination of Employment

9.1 Notice of termination by Employer

- 9.1.1 In order to terminate the employment of a full-time or part-time employee the employer shall give to the employee the period of notice specified below.
 - (a) A pharmacist manager shall receive four weeks notice; or
 - (b) Any other employee shall receive:

Period of Continuous Service	Period of Notice
More than one month but less than one year	One week
One year but less than three years	Two weeks
Three years but less than five years	Three weeks
Five years and over	Four weeks

9.1.2 In addition to the notice in paragraph 9.1.1 hereof, 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 weeks' notice.

9.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

9.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time that would have been worked during the period of notice had the employment not been terminated, shall be used.

9.1.5 The period of notice in this clause, shall not apply in the first month of service or in the case of casual employees.

9.2 Notice of Termination by Employee

9.2.1 The notice of termination, required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

9.2.2 If an employee fails to give notice, the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

9.3 Time off Work during the Period of Notice

Where an employer has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

10. Terms of Employment

10.1 An employee shall be employed under a classification prescribed by this award either as a permanent or a casual employee.

10.2 A casual employee shall be employed by the hour.

10.3 Employees employed on a part-time basis shall be paid for the hours worked at an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification. Part-time employees shall accrue other entitlements on a pro rata basis and be entitled to the appropriate overtime and penalty rates that apply to full-time employees.

10.4 At the time of engagement the employer will document in writing the following details:

10.4.1 the commencement date of employment;

10.4.2 the classification and wages of the employee;

10.4.3 whether the employment is on a full-time, part-time or casual basis;

10.4.4 the arrangement for the payment of wages;

- 10.4.5 the daily or weekly hours of work, including the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day;
- 10.4.6 any agreement in relation to the taking of annual leave;
- 10.4.7 a position description.
- 10.5 An employee will confirm the terms of employment by signing the document. Both the employer and the employee will retain a copy of the document.
- 10.6 Where agreement is reached to vary the regular pattern of work such variation shall be in writing.

10A. Secure Employment

10A.1 Objective of this Clause

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

10A.2 Casual Conversion

- 10A.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- 10A.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- 10A.2.3 Any casual employee who has a right to elect under paragraph 10A.2.1, upon receiving notice under paragraph 10A.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 10A.2.4 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 10A.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 10A.2.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 10A.2.3, the employer and employee shall, in accordance with this paragraph, and subject to paragraph 10A.2.3, discuss and agree upon:

- (a) whether the employee will convert to full-time or part-time employment; and
- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

10A.2.7 Following an agreement being reached pursuant to paragraph 10A.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

10A.2.8 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

10A.3 Occupational Health and Safety

10A.3.1 For the purposes of this subclause, the following definitions shall apply:

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

10A.3.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- 10A.3.3 Nothing in this subclause 10A.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

10A.4 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- 10A.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

11. Casual Employees

- 11.1 A casual employee shall be paid at the appropriate rate prescribed in 13.1, plus an additional loading of 11.7%, and a further additional loading of 8.3% for annual leave.
- 11.2 Casual employees shall receive the same penalty rates as full-time and part-time employees in addition to the casual loading (for example if the penalty rate is 50% then the casual will be paid 1.7 times the ordinary rate).
- 11.3 Casual employees shall be paid at overtime rates for all work in excess of ordinary hours of work.
- 11.4 Where a casual employee cannot conveniently return home on completion of each day's work, suitable accommodation shall be arranged and paid for by the employer. In addition the employee shall be reimbursed fares expended in travelling to the job, and in returning to home on its completion.

12. Redundancy

12.1

- 12.1.1 This clause shall apply in respect of full-time and part-time employees as defined in clause 4, Definitions.
- 12.1.2 This clause shall apply in respect to employers who employ 15 employees or more immediately prior to the termination of employment of employees, in the terms of subclause 12.4, Termination of Employment.
- 12.1.3 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.
- 12.1.4 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.

12.2 Introduction of change

12.2.1 Employer's duty to notify

- (a) Where an employer has made a definite decision to introduce major changes 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.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

12.2.2 Employer's duty to discuss change

- (a) 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 12.2.1, 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.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph 13.2.1.
- (c) 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.

12.3 Redundancy

12.3.1 Discussions before terminations

- (a) 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 paragraph 12.2.1(a), 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.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph 12.3.1(a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose 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.

12.4 Termination of Employment

12.4.1 Notice for changes in production, programme, organisation or structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure, in accordance with paragraph 12.2.1(a):

- (a) 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

- (b) 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.
- (c) Payments 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.

12.4.2 Notice for technological change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph 12.2.1(a).

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

12.4.3 Time off during the notice period

- (a) 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.
- (b) 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.

12.4.4 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.

12.4.5 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.

12.4.6 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.

12.4.7 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.

12.4.8 Transfer to lower-paid duties - Where an employee is transferred to lower-paid duties for reasons set out in paragraph 12.2.1(a), 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.

12.5 Severance Pay

12.5.1 Where an employee is to be terminated pursuant to 12.4, 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:

(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

(c) "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, overaward payments, shift penalties and allowances.

12.5.2 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 12.5.1. 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 paragraph 12.5.1 will have on the employer.

- 12.5.3 Alternative employment - Subject to pay a lesser amount (or no amount) of severance pay than that contained in 12.5.1 if the employer obtains acceptable alternative employment for an employee.

PART 5

WAGES AND RELATED MATTERS

13. Wages Per Week of 38 Hours

- 13.1 The minimum rates of pay for a week of 38 hours shall be as set out in Table 1 of Part B - Wages.
- 13.2 The following classifications and gradings shall apply to Pharmacist-in-Charge and Pharmacist Manager positions.

13.2.1 Pharmacist

A Pharmacist, Pharmacist after first year of experience, or an Experienced Pharmacist works under the general direction of a Pharmacist-in-Charge, a Pharmacist Manager or a Pharmacist Proprietor.

Duties and responsibilities shall include, but shall not be limited to:

Dispensing prescriptions in accordance with the requirements of relevant legislation, counselling patients as required, National Health Service return preparation, computer housekeeping, dispensary stock control, cashing up, and locking and unlocking the pharmacy (as required).

13.2.2 Pharmacist-in-Charge

A Pharmacist-in-Charge is employed as the Pharmacist-in-Charge of a community pharmacy, either as the sole pharmacist employed in the business or as a Pharmacist-in-Charge of other employed pharmacists, and is responsible for both front-of-pharmacy and dispensary supervision. A Pharmacist-in-Charge is subject to the overall direction of a proprietor or manager.

Duties and responsibilities shall include, but shall not be limited to:

- (a) Performing all of the duties of a Pharmacist.
- (b) Locking and unlocking of the pharmacy, lunchtime supervision arrangements, supervision of staff, buying and stock control, payroll preparation, debtor control, rostering of staff, banking preparation, delivery supervision, repairs and maintenance, public relations and in-store promotions.

The proprietor or manager will retain responsibility for hiring and firing of staff, full business administration of profit and performance, and strategic planning.

13.2.3 Gradings of Pharmacist-in-Charge and Pharmacist Manager - Employment Periods in Excess of One Week

Pharmacists In Charge or Pharmacist Managers will be graded as follows:

GRADE 1 - In charge of or manages a small pharmacy where the equivalent full time supervised staff (EFTS) is two or less.

GRADE 2 - In charge of or manages a medium pharmacy where the EFTS is more than two but less than five.

GRADE 3 - In charge of or manages a large pharmacy where the EFTS is five or more.

13.2.4 Gradings of Pharmacist-in-Charge and Pharmacist Manager - Employment Periods for Less than One Week

Pharmacists in Charge or Pharmacist Managers will be graded according to the number of pharmacy assistants actually supervised for the period worked.

Equivalent full time supervised staff (EFTS) is calculated according to the following formula:

a/b = c where		
a =	=	the total number of hours ordinarily worked by pharmacy assistants in the pharmacy
b =	=	the total number of hours the pharmacy is ordinarily open for business; and
c =	=	the number of equivalent full time supervised staff.

13.3 Calculation of Rates

The rates of pay applying to students and trainees shall be calculated in multiple of ten cents, with any result of five cents or more being adjusted to the next highest ten cent multiple.

13.4 Higher Duties Payment

Where an employee who is not employed as a Pharmacist Manager or Pharmacist-in-Charge is called upon to replace the Proprietor, Manager or Pharmacist-in-Charge for a minimum of two hours they shall be paid at the appropriate Pharmacist-in-Charge rate in accordance with this award for all such hours worked.

13.5 Savings Provision

Nothing in this award shall be deemed to be construed to:

13.5.1 reduce the salary or allowances; or

13.5.2 alter unfavourably the terms and conditions of employment applying to any employee immediately prior to the date of operation of this variation.

13.6 State Wage Case

The rates of pay in this award include the adjustments payable under the State Wage Case June 2007. 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.

13.7 Pre-Existing Rates Of Pay

Notwithstanding any other provision in this Award no employee to whom this Award applies shall suffer a reduction in ordinary earnings (including allowances) as a result of this variation.

14. Payment of Wages

14.1 The employer shall fix a pay day on a weekday, other than Saturday or Sunday, and shall not change the day except on a month's notice. Provided that where there is genuine mutual agreement between the employer and employee, payment may be made on any day. Provided further that payment of wages can only be made on a day that an employee is rostered to work.

- 14.2 Wages may be paid weekly, fortnightly or monthly. Such payments shall be made on the same day each week or fortnight provided that:
- 14.2.1 Where payments are made weekly the payment shall be made 4 days in arrears and 3 days in advance, and
- 14.2.2 where payments are made fortnightly the payment shall be made 1 week in arrears and 1 week in advance, and
- 14.2.3 where payments are made monthly the payment shall be made on the same date in each month, no more than two weeks in arrears and not less than two weeks in advance.
- 14.3 In a week in which the day fixed as pay day falls on a day prescribed by clause 31, Public Holidays, as a holiday, the preceding working day shall be the pay day.
- 14.4 Where an employee's employment terminates at the end of a week's notice, given either by the employee or the employer, all moneys to which the employee is entitled pursuant to this Award shall be paid not later than their normal ceasing time on the day of such termination.
- 14.5 Where an employee's employment terminates at a moment's notice given either by the employee or employer in the first month of engagement or where an employee's employment is terminated summarily by the employer on the ground of misconduct, all moneys to which the employee is entitled, pursuant to this Award shall be paid within seven days of such termination.
- 14.6 Wages may be paid by electronic funds transfer. Provided that where wages are paid by electronic funds transfer additional costs associated with the introduction and operation of electronic funds transfer shall be paid for by the employer.

15. Allowances

15.1 Garment Allowance

Where an employee is required to wear a uniform the employer shall arrange for its cleaning or shall pay the employee an allowance as set out in Item 1 of Table 2 - Other Rates and Allowances.

15.2 Vehicle Allowance

Where an employee is required to use his or her own vehicle in the performance of their duties an allowance shall be paid as set out in Item 2 of Table 2 Other Rates and Allowances

15.3 Late Travel

When an employee, after having worked overtime for which they are not regularly rostered, finishes work at a time when the regular mode of transport or reasonable alternative means of transport is not available the employer shall pay for a taxi to the employee's usual place of residence.

15.4 Expenses and Accommodation

The employer shall make suitable arrangements to cover all reasonable expenses incurred by an employee required to travel in the course of his or her employment. Accommodation provided by an employer should be of an acceptable standard and suitable arrangements made for all meals whilst travelling on the employer's business. Arrangements established by an employer shall be discussed with the employee prior to the incurring of any expense.

15.5 Employees temporarily transferred or living away from home

15.5.1 An employee temporarily transferred from one branch of an employer's business to another shall be reimbursed for any additional fares which the employee incurs and shall be paid at ordinary

rates for any additional time which the employee spends in travelling to and from the employee's place of temporary employment.

15.5.2 An employee engaged for a period of less than three months in a shop the location of which necessitates the employee's living away from the employee's home shall be provided, free of charge, with suitable board and lodging, shall be reimbursed the cost of travelling once to the place of employment and return and, for each day the employee works, shall be paid as set out in Item 3 of Table 2 Other Rates and Allowances, in addition to any other sums payable under this award.

15.6 Recall Allowance

Unless otherwise agreed an employee recalled to work for any reason, before or after completing their normal roster or on a day in which they did not work, shall be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.

The time worked shall be calculated from the time the employee leaves home until the time they return home.

16. Superannuation

16.1 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

16.2 Specification of Fund

16.2.1 Superannuation contributions made in accordance with the *Superannuation Guarantee (Administration) Act 1992* shall be placed in one of the following funds, as nominated by the employee, the GuildSuper Fund, or the Retail Employees Superannuation Trust, or any other fund to which contributions were made in respect of employees employed prior to 28 August 1997. All of these funds are required to comply with provisions of the *Superannuation Industry (Supervision) Act 1993*.

16.2.2 The employer must give each employee a "key features" statement about each fund, prepared by the relevant funds, together with relevant application forms.

16.2.3 An employee may change their nominated fund and the employer must act on the nomination if more than twelve months has elapsed since acting on the employees previous nomination.

16.3 Quantum of Contributions

16.3.1 An employer shall contribute to a superannuation fund as specified in subclause 15.2.1 on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time:

(i) 6% on behalf of each eligible employee:

(ii) thereafter:

From 1 July 1998	7%
From 1 July 1999	7%
From 1 July 2000	8%
From 1 July 2001	8%
From 1 July 2002	9%

16.3.2 Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer.

16.3.3 An eligible employee shall mean any employee who has earned a minimum of \$450.00 or more in any calendar month. Such employees shall only be deemed to be an eligible employee in those calendar months as defined in the *Superannuation Guarantee Charge Act 1992*, where the minimum earning requirement is met.

Provided that employees who are aged 70 or over are exempt from superannuation contributions.

16.3.4 An employer shall make a 3% superannuation contribution to a superannuation fund as specified in subclause 16.2.1 on behalf of all employees who do not meet the eligibility criteria contained in the *Superannuation Guarantee (Administration) Act 1992*.

16.4 Notional earnings base

The employee's "notional earnings base" for the purpose of the *Superannuation Guarantee (Administration) Act 1992* shall be the employee's "ordinary time earnings", which shall include classification rates, overaward payments, casual loadings, penalty rates (excluding overtime rates) shift loadings, performance based bonuses and allowances.

16.5 Additional Employee Contributions

16.5.1 An employee may make contributions to the fund in addition to those made by the respondent employer under 16.3.1.

16.5.2 An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the fund, from the employee's wages, a specified amount in accordance with the fund trust deed and rules.

16.5.3 An employer who receives written authorisation from the employee, must commence making payments into the fund on behalf of the employee, in accordance with subclause 16.6, within 14 days of receipt of the authorisation.

16.5.4 An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions, in accordance with subclause 16.6, within 14 days of receipt of the authorisation.

16.6 Frequency of payment

Employer and employee contributions shall be paid to the fund monthly.

16.7 Statement of contributions

The employer will provide, at the employees request, a statement of the contribution paid on the employees behalf to the fund for the previous financial year. This statement will be provided as early as possible after the end of the financial year but need not be provided if the employees pay slips contain the relevant information.

17. Annualised Salary

17.1 An annualised salary for employees may be developed. Such salary may be inclusive of overtime, penalty rates, payments for public holidays taken, annual leave taken, annual leave loading, meal allowance, recall allowances and meal break on call entitlements. Provided that the annual salary paid over a year was sufficient to cover what the employee would have been entitled to if all award entitlements had been complied with when calculated on an individual basis according to the hours worked.

- 17.2 Provided that in the event of termination of employment prior to completion of a year the salary paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all award entitlements had been complied with.
- 17.3 When payment in accordance with this clause is adopted, the employer shall keep a daily record of hours worked by the employee which shall show the date and start and finish times of the employee for the day. The record shall be countersigned weekly by the employee and shall be kept at the place of employment for a period of at least six years.

Note: The provisions relating to Salaried Pharmacists (as found in the Pharmacy (State) Award) have not been included in this Award, as this clause has been inserted in lieu.

18. Supported Wage

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

18.1.1 'Supported Wage System' means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

18.1.2 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

18.1.3 'Disability Support Pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

18.1.4 'Assessment Document' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

18.2 Eligibility Criteria

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

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

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

18.3 Supported Wage Rates

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

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

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

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

18.4 Assessment of Capacity

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

18.4.1 the employer and a union party to the Award, in consultation with the employee or, if desired by any of these;

18.4.2 the employer and an accredited Assessor from a panel agreed by the parties to the Award and the employee.

18.5 Lodgement of Assessment Document

18.5.1 All assessment documents under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Industrial Registrar of the Industrial Relations Commission of New South Wales.

18.5.2 All assessment documents shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Industrial Registrar to the union by certified mail and will take effect unless an objection is notified to the Industrial Registrar within ten working days.

18.6 Review of Assessment

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

18.7 Other Terms and Conditions of Employment

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

18.8 Workplace Adjustment

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

18.9 Trial Period

- 18.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 18.9.2 During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.
- 18.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$61.00 per week.
- 18.9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 18.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 18.4.

PART 6**HOURS OF WORK, BREAKS, OVERTIME****19. Hours of Work & Penalty Rates for Ordinary Time**

- 19.1 The ordinary hours of work shall not exceed an average of 38 per week to be worked in any one of the following forms:
- 19.1.1 38 hours within a work cycle not exceeding 7 consecutive days; or
- 19.1.2 76 hours within a work cycle not exceeding 14 consecutive days; or
- 19.1.3 114 hours within a work cycle not exceeding 21 consecutive days; or
- 19.1.4 152 hours within a work cycle not exceeding 28 consecutive days.
- 19.2 Ordinary hours of work may be worked between the hours of 7.00 am to midnight Monday to Sunday and shall not exceed twelve hours on any one day. Any time taken for meal breaks shall be included in the calculation of ordinary hours.
- 19.3 All employees shall be paid a minimum of three hours for each start.
- 19.4 There shall be not less than a 10 hour break between finishing work (including overtime) on one day and the commencement of work on the next day.
- 19.5 Meal breaks taken on the premises do not count in the calculation of 38 hours per week.
- 19.6 The following penalty rates shall be paid to all employees in respect to ordinary hours of work:
- | | |
|------------------------------|-----------------------------------|
| Monday to Friday inclusive: | |
| between 7.00 am and 8.30 am | the ordinary rate of pay plus 50% |
| between 7.00 pm and 9.00 pm | the ordinary rate of pay plus 25% |
| between 9.00 pm and midnight | the ordinary rate of pay plus 50% |
| Saturday | |
| between 7.00 am and 8.00 am | the ordinary rate of pay plus 50% |
| between 8.00 am and 8.30 am | the ordinary rate of pay plus 25% |
| between 6.00 pm and midnight | the ordinary rate of pay plus 50% |
| Sunday | |
| between 7.00 am and midnight | the ordinary rate of pay plus 50% |

Public Holidays
between 7.00 am and midnight the ordinary rate of pay plus 150%

19.7 All times worked between midnight and 7.00 am shall be paid at double time.

20. Rostered Day Off

20.1 In shops employing on a regular basis fifteen or more employees per week, unless specific agreement exists to the contrary between an employer and an employee, the employee shall not be required to work ordinary hours on more than nineteen days in each four week cycle.

Where specific agreement exists between an employer and an employee the employee may be worked on the basis of:

20.1.1 not more than 4 hours work on one day in each two week cycle;

20.1.2 not more than 6 hours work on one day per week.

20.1.3 In shops employing on a regular basis more than five employees but less than fifteen employees per week, unless specific agreement exists to the contrary between an employer and an employee, the employee may be worked ordinary hours on one of the following bases at the employer's discretion:

20.1.4 not more than 19 days work in each four week cycle;

20.1.5 not more than 4 hours work on one day in each two week cycle;

20.1.6 not more than 6 hours work on one day in each week.

Where specific agreement exists, between an employer and an employee, the employee may be worked on not more than 7.6 hours per day.

20.2 In shops employing on a regular basis five or less employees per week, employees may be worked their ordinary hours on one of the following bases at the employer's discretion:

20.2.1 not more than 19 days in each four week cycle;

20.2.2 not more than 4 hours work on one day in each two week cycle;

20.2.3 not more than 6 hours work on one day in each week;

20.2.4 not more than 7.6 hours work on any day.

20.3 In any case where agreement is reached between an employer and an employee pursuant to subclause 20.1 of this clause, the relevant union shall be notified seven days prior to the implementation of such agreement. Any dispute as to such agreement shall be referred to the Industrial Relations Commission of New South Wales.

20.4 Provided that, for the purposes of this clause, "employing on a regular basis" includes persons of the following types:

20.4.1 employees of the employer engaged on the premises whose terms of employment are not regulated by this Award;

20.4.2 employees other than those employed by the employer whose terms of employment are regulated by this Award and who regularly work on the premises performing work as demonstrators and the like but not including the employees of a bona fide franchiser operating on the premises.

- 20.5 Provided that the unions may approach any employer to discuss the method of implementation in their shops.

21. Make-Up Time

An employee may elect, with the consent of their 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.

22. Meal Breaks, Rest Periods and Meal Allowance

- 22.1 In normal circumstances, an employee is required to take a meal break not more than five hours after commencing work, or any subsequent period of five hours. The meal break shall no be less than 45 minutes nor more than 1 hour, provided that, by agreement between the employer and the employee, other conditions may be observed
- 22.2 The meal break need not be taken if the employee is within one hour of finishing work.
- 22.3 A meal allowance as set out in Item 4 of Table 2 - Other Rates and Allowances shall be paid where a meal break is required to be taken between a period of ordinary time and overtime or during a period of overtime. The meal allowance need not be paid if 24 hours notice of the requirement to work overtime is given.
- 22.4 An employee who is required to work beyond five hours without a meal break must be paid at overtime rates until a meal break is allowed.
- 22.5 An employee who is required to take their meal break on the premises for the purpose of attending to urgent matters requiring the input of a qualified pharmacist, shall be paid at time and a half for the period of the meal break.
- 22.6 Employees shall be allowed a rest period of 10 minutes each morning and afternoon and at the commencement of the final hour of work if a meal break is not taken in accordance with 22.2 above.
- 22.7 Where there are five or more employees, an employer shall provide a room containing adequate seating accommodation with a sufficient supply of hot water to allow employees to partake of meals during their meal break. Any dispute as to the practicability of providing such a room may be referred by the employer or the union to the conciliation committee.

23. Overtime

- 23.1 An employee shall be paid overtime for all work:
- 23.1.1 in excess of 12 hours per day or an average of 38 hours per week in accordance with Clause 19 - Hours of Work and Penalty Rates for Ordinary Time.
- 23.1.2 performed outside rostered hours.
- 23.2 Overtime shall be paid for as follows:
- 23.2.1 Monday to Saturday inclusive
- 23.2.2 At time and a half for the first two hours and double time thereafter.
- 23.2.3 In computing overtime, less than 30 minutes shall be reckoned as 30 minutes and more than 30 minutes shall be reckoned as an hour.
- 23.2.4 Provided that where an employee is required to work after closing time to attend to customers then in the pharmacy only time actually worked shall count.

- 23.3 All overtime on Sunday shall be paid at the rate of double time.
- 23.4 Where an employee is working overtime in ordinary hours which attract a penalty rate then the higher of the overtime or penalty rate applies to all such hours.
- 23.5 Time Off in Lieu of Payment for Overtime
- 23.5.1 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.
- 23.5.2 Overtime taken as time off during ordinary time hours shall be taken at the overtime rate.
- 23.5.3 An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked where such time has not been taken within four weeks of accrual.
- 23.6 Reasonable Overtime
- 23.6.1 Subject to clause 23.6.2 an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for in this award.
- 23.6.2 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.
- 23.6.3 For the purposes of clause 23.6.2 what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

24. Flexibility of Working Hours

Employees within each classification are to perform a wider range of duties including work, which is incidental or peripheral to their main tasks or functions.

Employees shall perform such work as is reasonable and lawfully required of them by the employer including accepting instruction from authorised personnel.

Employees shall comply with all reasonable requests to transfer or change jobs within the Award structure.

Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or tasks assigned to the employee.

Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times.

25. Prohibition on Work

- 25.1 No employer shall require or permit any employee to work in or in connection with the sale or offering or exposing for sale by retail of goods in any pharmacy after the closing time fixed by or under the *Factories, Shops, and Industries Act 1962*, in respect of such shop.

- 25.2 No employee shall work in or in connection with the sale or offering or exposing for sale by retail of goods in any pharmacy after the closing time fixed by or under the *Factories, Shops and Industries Act 1962*, in respect of such shop.
- 25.3 Notwithstanding the provisions of sub-clauses 25.1 and 25.2, employees may work at any time in connection with the sale of medicinal or surgical goods, as defined in the *Factories, Shops and Industries Act 1962*, and/or prescriptions whilst and when the terms and conditions and requirements of section 89A of the last mentioned Act are being complied with.
- 25.4 No employer shall require or permit any employee to remain or be in any pharmacy which is open after the closing time fixed by or under the *Factories, Shops and Industries Act 1962*, in respect of such shop.
- 25.5 Employees shall not be required to wash floors, sweep pavements, clean lavatories, or clean the exterior of windows other than for the purpose of removing occasional defacements.

26. Rosters for Weekly and Regular Part-Time Employees

- 26.1 Within the hours fixed by this Award the employer shall fix the commencing and ceasing times of weekly and part-time employees and shall cause a roster showing such commencing and ceasing times to be posted in a prominent position in the shop.
- 26.2 Subject to the provisions of clause 20, the rosters for work may be arranged in any one of the following forms:
- 26.2.1 Over any four days of the week, Monday to Sunday, provided that two of the rostered days off in any week are consecutive and one of those consecutive rostered days off is a Saturday or Sunday.
- 26.2.2 Over any five days of the week, Monday to Sunday.
- 26.2.3 Over any six days in one week, provided that only four days are worked in the following week with Saturday or Sunday being rostered days off in that week.
- 26.3 Except in the case of sickness or other emergency, an employee's starting and finishing times and rostered day off in accordance with the said clause 20, shall only be changed on not less than seven days notice.
- 26.4 Each roster shall bear the date on which it commenced to operate and the date of any change made to it and shall be kept by the employer for 18 months after the last date recorded thereon and shall be made available to any authorised person requesting it.

PART 7

LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

27. Annual Holiday Loading

- 27.1 In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- 27.2 This clause does not apply to casual employees.
- 27.3 Before an employee is given and takes his or 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 his or her employee a loading determined in accordance with this clause.

NOTATION: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance, see subclause 27.7.

- 27.4 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- 27.5 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or had become entitled under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) or where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- 27.6 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 27.5 at the rate per week of 17½ 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 or her annual holiday, but shall not include other allowances, penalty rates, overtime rate or any payments prescribed by this award.
- 27.7 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the 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 27.6 applying the Award rates of wages payable on that day.
- 27.8 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;
- 27.8.1 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 27.6;
- 27.8.2 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 the employee under the Act such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to an annual holiday prior to the close-down as the qualifying period of employment in completed weeks bears to fifty-two.
- 27.9
- 27.9.1 Where the employment of an employee is terminated by the 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 the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause 27.5 for the period not taken.
- 27.9.2 When the employment of an employee is terminated by the employer, the employee shall be paid such loading in respect of complete periods of twelve months during which holidays are not taken.
- 27.9.3 Except as provided in subclauses 27.9.1 and 27.9.2, no loading is payable on the termination of an employee's employment.

28. Sick Leave

- 28.1 An employee who is unable to attend or remain at their place of employment on account of personal illness or accidental injury shall be entitled to sick leave without deduction of ordinary pay as follows:
- 28.1.1 in the first year of service 15.25 hours for every three months of completed service;
- 28.1.2 during all subsequent years 61 hours.
- 28.2 Sick leave will be fully cumulative from year to year.

- 28.3 The employee shall notify the employer as soon as reasonably practicable of the employee's inability to attend for work, and as far as possible state the nature of the illness and the estimated duration of the absence. Such advice, other than in extraordinary circumstances will be given to the employer within 24 hours of the commencement of the absence.
- 28.3.1 The employee shall provide the employer with satisfactory evidence that they were unable on account of such illness or injury to attend for work. Satisfactory evidence shall include a medical certificate or a statutory declaration. An employer may accept other forms of evidence.
- 28.3.2 Provided that for the absence of one working day or less, the production of a medical certificate or other satisfactory evidence shall not be necessary on two separate occasions per year.
- 28.4 An employee will not be entitled to paid sick leave for any period in respect of which they are entitled to worker's compensation.
- 28.5 Sick leave does not accrue during a period of leave without pay.
- 28.6 This clause does not apply to casual employees.

29. Personal/Carer's Leave

29.1 Use of Sick Leave

29.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 29.1.3(b) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 28, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

29.1.2 The employee shall, if required:

- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

29.1.3 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 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
 - (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 paragraph:
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) 'household' means a family group living in the same domestic dwelling.

29.1.4 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.

29.2 Unpaid Leave for Family Purpose

29.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 29.1.3(b) above who is ill or who requires care due to an unexpected emergency.

29.3 Annual Leave

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

29.3.2 Access to annual leave, as prescribed in 29.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Award.

29.3.3 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.

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

29.4 Time Off in Lieu of Payment for Overtime

29.4.1 For the purpose only of providing care and support for a person in accordance with 29.1, and despite the provisions of 23.5, Overtime the following provisions shall apply.

29.4.2 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.

29.4.3 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.

29.4.4 If, having elected to take time as leave in accordance with 29.4.1, 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.

29.4.5 Where no election is made in accordance with 29.4.1, the employee shall be paid overtime rates in accordance with the Award.

29.5 Make-up Time

29.5.1 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.

29.5.2 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.

29.6 Personal Carers Entitlements of casual employees

29.6.1 Subject to the evidentiary and notice requirements in 29.1.2 and 29.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in 29.1.3(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

30. Bereavement Leave

30.1 An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 30.3.

30.2 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.

30.3 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 in 28.1.3(b), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

30.4 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.

30.5 Bereavement leave may be taken in conjunction with other leave available under 28.1, 28.2, 28.3, 28.4, 28.5 and 28.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operation requirement of the business.

30.6 Bereavement entitlements for casual employees

30.6.1 Subject to the evidentiary and notice requirements in subclauses 29.1.2 and 29.1.4 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 29.1.3(b) of clause 29 Personal/Carers Leave.

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

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

31. Public Holidays

31.1 Public Holidays

- 31.1.1 Full-time and part-time employees shall be entitled, without loss of pay, to holidays on the following days:
- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day; and
 - (b) The first Tuesday in November, or on any other day mutually agreed to between the employer and the employee); and
 - (c) any other day proclaimed as a public holiday for the State shall be holidays provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.
- 31.1.2 Any work performed on a day specified in subclause 31.1.1 shall be paid at the Public Holidays rate of pay in accordance with subclause 19.6.
- 31.1.3 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 31.1.4 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 31.1.5 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 31.1.6 An employer, with the agreement of the Union, may substitute another day for any prescribed in this clause.
- 31.1.7 An employer and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
- 31.1.8 An agreement pursuant to 31.1.6 shall be recorded in writing and be available to every affected employee.
- 31.1.9 The Union shall be informed of an agreement pursuant to 31.1.6 and may within seven days refuse to accept it. The Union will not unreasonably refuse to accept the agreement.
- 31.1.10 If the Union, pursuant to 31.1.9, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees, and the Union.
- 31.1.11 If no resolution is achieved pursuant to 31.1.10, the employer may apply to the Industrial Relations Commission of New South Wales for approval of the agreement reached with his or her employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving the employer and the Union opportunity to be heard, the said Commission will determine the application.

31.2 Full-Time Employees Who Do Not Regularly Work A Five-Day, Monday - Friday Week

31.2.1 Such an employee will not be disadvantaged by the fact that a prescribed holiday falls upon a day when the employee would not be working. The appropriate compensation is:

- (a) An alternative "day off"; or
- (b) An addition of one day to annual leave; or

- (c) An additional day's wages.

31.2.2 Where a full-time employee normally works on Saturdays and/or Sundays and a public holiday falls on the weekend and is the subject of a substitution provision, the employee shall either:

- (a) Have the "actual" day off without loss of pay, with no additional entitlement to the substitute day; or
- (b) If required to work on the "actual" day, be paid the normal Saturday or Sunday rate and be entitled to the substitute day, or if the substitute day falls on the employee's normal "day off", an alternative day off (as per subclause 30.2.1 above).
- (c) If required to work on both the "actual" day and the substitute day be paid the normal Saturday or Sunday rate for work on the "actual" day and in recognition of the work performed on the substitute day receive either:
 - (i) An alternative "day off"; or
 - (ii) An addition of one day to annual leave; or
 - (iii) Payment of public holiday rates for the day's work.

31.2.3 For the purpose of this subclause "an alternative day off", "an addition of one day to annual leave" or "an additional days' wages" shall mean 7.6 hours.

31.2.4 Full-time employees who do not work a five day week should get the hours that they work and 7.6 hours where holidays fall on days they do not work.

31.3 Non-Casual Part-Time Employees

31.3.1 Where the normal roster of a part-time employee includes a day which is a holiday the employee should either enjoy the holiday without loss of pay or receive the appropriate public holiday rate for working on it.

31.3.2 Where a part-time employee normally works on Saturdays and/or Sundays and a public holiday falls on the weekend and is the subject of a substitution provision, the employee shall either:

- (a) Have the "actual" day off without loss of pay, with no additional entitlement to the substitute day; or
- (b) If required to work on the "actual" day, be paid at the normal Saturday or Sunday rate and be entitled to take another day, which may or may not be the prescribed substitute day, as a holiday or receive payment at ordinary-time rates for an additional day of equal length.

31.3.3 A part-time employee who works an average five days per week, but whose roster is not a regular Monday to Friday roster, will not be disadvantaged by the fact that a prescribed holiday falls upon a day when the employee would not be working. The appropriate compensation is:

- (a) An alternative "day off"; or
- (b) An addition of one day to annual leave; or
- (c) An additional day's wages.

For the purposes of this subclause 'day off' shall mean the average number of hours rostered per day by the employee in the four week cycle prior to the public holiday.

31.4 When Christmas Falls On A Saturday Or Sunday

Permanent full-time and part-time employees required to work on 25 December shall receive the Saturday or Sunday rate (as appropriate) plus a loading of 50 per cent (of the ordinary time rate) and be entitled to the benefit of a substitute day.

31.5 Casual Employees

No special provisions apply to substitute days.

31.6 Time Off in Lieu of Payment for Penalty Rates

Where an employer and employee agree time off at the penalty equivalent, or any part of it, may be taken in lieu of penalty payments for Public Holidays only. Provided that such time off is taken within 28 days or is accumulated and added to the period of annual leave.

32. Rostered Day Off Falling on a Holiday

Where an employee's rostered day off (either as part of a 19-day month cycle as provided in clause 20 or as part of a roster as provided in clause 26, Rosters for Weekly and Part-time Employees) falls on a day prescribed as a holiday in clause 31, Public Holidays, the employee shall be paid at the employer's choice by one of the following methods:

- 32.1 Payment of an additional day's wages equivalent to the ordinary number of hours worked by the employee on the same day in the previous similar roster.
- 32.2 Additional of one equivalent day to the employee's annual holidays.
- 32.3 Another equivalent day may be allowed off, with pay, to the employee within 28 days after the holiday falls.

Part-time employees shall be entitled to the same benefits under this clause in the same proportion of the total benefits as their normal working hours are a proportion of 38.

Full-time and part-time employees who have the same day off each week or roster, which day coincides with a day prescribed as a holiday in the said clause 31, shall not be entitled to any additional payment or time off in lieu.

33. Long Service Leave

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

34. Parental Leave

34.1 Refer to the *Industrial Relations Act* 1996 (NSW). The following provisions shall also apply in addition to the *Industrial Relations Act* 1996 (NSW).

34.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

34.2.1 the employee or employee's spouse is pregnant; or

34.2.2 the employee is or has been immediately absent on parental leave.

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

34.3 Right to request

34.3.1 An employee entitled to parental leave may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

34.3.3 Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under 34.3.1(b) and 34.3.1(c) must be recorded in writing.

34.3.4 Request to return to work part-time

Where an employee wishes to make a request and the employer's decision made under 34.3.1(c) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

34.4 Communication during parental leave

34.4.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

34.4.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

34.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 34.4.1 above.

PART 8

TRAINING AND RELATING MATTERS

35. Schools and Courses

- 35.1 Where (at the employer's request) an employee attends a school or course in his or her own time, and such course is aimed at improving the employee's knowledge of a particular product or products, then such an employee shall be paid at the rate of time and one-quarter for all time spent in attending such school or course.
- 35.2 Any employee who attends a school or course in his or her own time which extends past 6.30 pm shall in addition be paid a meal allowance as set out in Item 5 of Table 2 Other Rates and Allowances, for each such day of attendance.
- 35.3 No employee shall be compelled to attend any such course in his or her own time nor shall any employee be jeopardised in their employment by way of refusal to attend any specific course in his or her own time.

36. Training

A joint committee consisting of the representatives of the major parties to the Award shall be established to examine and recommend for approval of the parties to the Award, the structure and content of training courses or variations to established courses for progression within the career structure established.

37. Commitment to Training and Careers

The parties acknowledge that varying degrees of training are provided to employees in the pharmacy industry, both via internal, on-the-job and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the pharmacy industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

The parties are committed to encouraging young people to view the pharmacy industry as one which has the capacity to provide them with an interesting career as they progress not only through junior ranks but also as adults.

The parties agree to continue discussions on issues raised by the unions relating to training.

PART 9

MISCELLANEOUS

38. Proof of Age

Upon the engagement of an employee, such employee if required to do so, must furnish the employer a correct statement in writing, of the employee's age certified by Statutory Declaration or Birth Certificate. Where an employee cannot prove the employee's age in the ordinary way, a passport, military or naval discharge or consular document shall be proof of age.

39. Lockers

Where there are five or more employees, an employer shall provide locker accommodation for each employee. Any dispute as to the practicability of providing the locker accommodation may be referred by the employer or the union to the Conciliation Committee.

40. Notice Board

An employer shall permit the erection in a prominent position to be decided by the employer on the employer's premises of a notice board of reasonable dimensions or a number of such notice boards reasonable in the circumstances, upon which an accredited representative of an industrial union of employees bound by this Award shall be permitted to post formal union notices signed by the secretary of the union concerned. Provided that such notices shall be referred to the employer before being posted on the notice board. Any notice posted on a board not so signed or not referred to the employer may be removed by an accredited representative of the union concerned or by the employer.

41. Damage to Clothing and Physical Aids

Where the clothing and/or physical aids of an employee are damaged or destroyed by any substance used in the course of the employee's employment, the employer shall reimburse the employee to the full extent of the employee's loss.

For the purpose of this clause, the words "physical aids" shall be deemed to include crutches, artificial members, eyes or teeth, hearing aids, spectacle glasses and other artificial aids.

PART 10

AWARD COMPLIANCE AND RELATED MATTERS

42. Posting of Award

A current copy of this award shall be exhibited by each employer in his/her pharmacy in a place accessible to all employees.

43. Uniformity of Award Conditions

The Unions and the Employers agree to seek uniformity of Award conditions between this Award on the one hand and pharmacy Awards in all industrial Jurisdictions in the Commonwealth of Australia.

44. Award Modernisation

The parties are committed to examining this award to ensure it reflects the needs of modern pharmacies and to eliminating or amending provisions which restrict the ability of Pharmacists and Pharmacists with mixed enterprises to adapt quickly and efficiently to changes affecting their business and the provisions of service to the consumer.

The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

In conjunction with testing a proposed new award structure, the unions are prepared to discuss with employers all matters raised by the unions and the employers for increased flexibility. As such any discussion with the unions must be premised on the understanding that:-

- (a) Changes will not be of a negative cost-cutting nature.
- (b) The negotiations will include the unions and employer associations.
- (c) The unions and employers will not unreasonably oppose agreement.

- (d) If agreement cannot be reached in the implementation process on a particular issue it shall be referred to the Industrial Relations Commission of New South Wales for resolution.

Should an agreement be reached between the parties pursuant to this clause in a particular section of the industry/enterprise and that agreement requires award variation the parties will not oppose that award variation for that particular provision for that particular section of the industry/enterprise.

The parties agree that under this heading any award matter can be raised for discussion.

Where any agreement is reached pursuant to this clause earlier than six months from the date of introduction of this clause the unions will not oppose implementation of the agreement in the award prior to the expiry of the six months.

45. Statutory Provisions

An employee shall be entitled to annual leave in accordance with the provisions of the *Annual Holidays Act* 1944.

An employee shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act* 1955.

For provisions as to right of entry, see Chapter 5, Part 7 of the *Industrial Relations Act* 1996.

46. Area, Incidence and Duration

This award rescinds and replaces the Community Pharmacy (State) Award 2001 published 21 December 2001 (330 I.G. 597) in respect of its application to pharmacists.

This award shall apply to the employment of pharmacists, pharmacy students and trainees in the community and retail pharmacy industry, in New South Wales.

This award does not apply to hospital pharmacists engaged in a hospital or nursing home, whether engaged by a hospital or nursing home or not.

This award does not apply to pharmacy assistants.

The changes made to the Award are pursuant to s.19(6) of the *Industrial Relations Act* 1996 and Principal 26 of the Principals Full Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 357) take effect on and from 23 November 2007.

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

PART B

MONETARY RATES

Table 1 - Wages

Description	Total Rate per week \$
Pharmacist	783.10
Pharmacist after first year of experience	824.80
Experienced Pharmacist	862.50
Pharmacist in Charge	
Grade 1	883.40
Grade 2	904.20
Grade 3	946.00
Pharmacist Manager	

Grade 1	987.70
Grade 2	1,029.40
Grade 3	1,071.10
Pharmacist Trainee	
First 6 months	618.20
Second 6 months	643.20
Pharmacy Student	
First year of course	531.40
Second year of course	532.80
Third year of course	574.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	15.1	Garment Allowance	1.77 per day
2	15.2	Vehicle Allowance Engine Capacity Up to 1600 cc 1601 to 2600 cc over 2600 cc	54.7 cents per km 62.2 cents per km 64.5 cents per km
3	15.5.2	Living Away from Home Allowance	9.63 per day
4	22.3	Meal Allowance	12.05
5	35.2	Meal Allowance (Schools and Courses)	12.05

PHARMACISTS (STATE) INDUSTRIAL COMMITTEE**Industries and Callings**

Registered pharmacists engaged in or in connection with shops of pharmacists as defined by the *Pharmacy Act* 1964, in pharmacy departments or sections carried on in or in connection with any retail shop, employees employed in connection with any automatic vending device; and employees of public and private dispensaries in the State, excluding the County of Yancowinna.

excepting hospital nurses and attendants, ambulance employees, employees of hospitals for the insane and of public charitable institutions.

"Automatic vending device" in this constitution means any automatic machine or mechanical contrivance in which goods are offered or exposed for sale by retail.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (CORRECTIONAL OFFICERS,
DEPARTMENT OF CORRECTIVE SERVICES) AWARD 2007 FOR
KEMPSEY, DILLWYNIA AND WELLINGTON CORRECTIONAL
CENTRES**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 593 of 2007)

Before Commissioner Ritchie

6 November 2007

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Conditions Fixed by Other Instruments of Employment
5.	Principles of Understanding
6.	Hours of Work
7.	Shiftwork
8.	Rostered Day Off
9.	Shift Handover
10.	Single Rate for Additional Hours
11.	Ranking Structure
12.	Allowances
13.	Recreation Leave
14.	Annual Leave Loading
15.	Higher Duties
16.	Performance Management
17.	Permanent Part-time
18.	Professional Conduct
19.	Equality of Employment and Elimination of Discrimination
20.	Harassment-Free Workplace
21.	Anti-Discrimination
22.	Occupational Health and Safety
23.	Flexible Working and Operational Arrangements
24.	Deduction of Association Membership and Legal Fees
25.	Grievance and Dispute Resolution Procedures
26.	No Further Claims
27.	General
28.	Savings of Rights
29.	Area, Incidence and Duration

PART B

Schedule 1 - Salaries and Incidental Allowances

Schedule 2 - Other Allowances

Attachment A - Kempsey Staffing Profile

Attachment B - Dillwynia Staffing Profile

2. Title

This Award shall be known as the Crown Employees (Correctional Officers, Department of Corrective Services) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

"Act" means the *Public Sector Employment and Management Act 2002*, or any replacement Act.

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

"Award" means this Award.

"Assistant Commissioner" means the person occupying or acting in the position of Assistant Commissioner.

"Commissioner" means the Chief Executive Officer of the Department, or a person acting in such position, as listed in Column 2 of Schedule 1 of the Act.

"Day Worker" means an officer, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 6.00 am and 6.00 pm.

"Department" means the Department of Corrective Services as listed in Column 1 of Schedule 1 of the Act.

"Deputy Commissioner, Offender Management and Operations" means the person occupying or acting in the position of Deputy Commissioner, Offender Management and Operations.

"DPE" means the Director of Public Employment constituted under Chapter 6 of the Act.

"General Manager" means the person occupying or acting in the position of General Manager at Kempsey, Dillwynia or Wellington Correctional Centres.

"Manager Security" means the person occupying or acting in the position of Manager Security at Kempsey, Dillwynia or Wellington Correctional Centres.

"Officer" means and includes all adult persons employed under the provisions of the Act, substantively or temporarily, who on the date of commencement of this Award were occupying one of the positions covered by this Award or who, after such date, are appointed to one of such positions.

"Permanent Part-time Officer" means an officer who is engaged under the Act for set and regular hours that are less than the full contract hours of this Award.

"Shift Worker - Continuous Shifts" means an officer engaged in work carried out in continuous shifts throughout the 24 hours of at least six consecutive days without interruption except during meal breaks or due to unavoidable causes beyond the control of the Commissioner.

"Shift Worker - Non-continuous Shifts" means an officer who is not a day worker or a shift worker - continuous shifts.

4. Conditions Fixed by Other Instruments of Employment

- 4.1 The following Awards, or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

Crown Employees (Prison Officers, Department of Corrective Services) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006

Crown Employees (Transferred Employees Compensation) Award

- 4.2 The following Agreement made pursuant to section 130 of the Act, or its replacement, insofar as it fixes conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

Crown Employees (Transferred Officers' Excess Rent Assistance) Agreement No. 2354 of 1981.

- 4.3 Except as expressly provided by this Award, and except where conditions are covered by the Awards and the Agreement referred to in subclauses 4.1 and 4.2 above, the conditions of officers shall be determined by the provisions of the Act, the *Public Sector Employment and Management (General) Regulation* 1996, or its replacement, and the New South Wales Public Service Personnel Handbook, or its replacement.

5. Principles of Understanding

- 5.1 The parties acknowledge that this Award has been entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices. In meeting this commitment, the Award provides the terms and conditions of custodial and industrial officers working in positions at Kempsey, Dillwynia and Wellington Correctional Centres which are aimed at increasing productivity and flexibility in the conduct of these Centres' operations.
- 5.2 The parties are committed to implement changes to rostering practices and procedures through the promulgation of a 12-week roster comprising three roster cycles and with the preparation of rosters to be undertaken from a centralised location under the control of the Deputy Commissioner, Offender Management and Operations or delegate.
- 5.3 The parties agree that there will be an amicable settlement of disputes through the establishment of effective consultative mechanisms and a joint commitment to closely adhere to the grievance and dispute settlement procedures contained in this Award.

6. Hours of Work

- 6.1 The ordinary hours of employment for day workers shall be an average of 38 per week in each roster cycle to be worked Monday to Friday inclusive, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.2 The ordinary hours of employment for shift workers shall be an average of 38 hours per week in each roster cycle, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.3 Time taken in partaking of meals shall not count as working time, unless such meal is taken as a crib break.
- 6.4 A crib break is an entitlement to a paid break of 20 minutes to be taken between the third and fifth hour after the commencement of a shift. The break is to be taken away from the direct work location

wherever possible (but still within the correctional centre or work location, but away from inmates) with officers being available to respond to any situation should they be required during this break.

7. Shift Work

7.1 For the purpose of this clause:

Early morning shift means any shift commencing before 6.00 am.

Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.

Night shift means any shift finishing subsequent to midnight and at or before 8.00 am.

7.2 Officers up to and including the ranks of Senior Correctional Officer and Senior Overseer classified as shift workers shall be paid the following allowances other than at weekends or on public holidays:

	Percentage
Early morning shift	10%
Afternoon	15%
Night Shift	17 ½ %

7.3 In the event that an officer is rostered on for duty during the Daylight Savings changeover, the officer will receive payment for a standard shift only, i.e. eight hours plus shift allowance if entitled; irrespective of whether the hours worked are seven or nine. An officer working additional hours during the Daylight Savings changeover, will receive payment if entitled under clause 10, based on the actual hours worked i.e. either 7 or 9 hours depending on whether it is the start or finish of daylight saving.

7.4 Officers up to and including the ranks of Senior Correctional Officer or Senior Overseer engaged as continuous shift workers under the Award and who are regularly required to perform rostered duty on Saturdays, Sundays and Public Holidays shall receive the following compensation and be subject to the following conditions:

7.4.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

7.4.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.

7.4.3 When rostered off on a public holiday - no additional compensation or payment.

7.4.4 When rostered on a public holiday and work performed - additional payment at the rate of half time extra.

7.4.5 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

7.4.6 Officers above the ranks of Senior Correctional Officer or Senior Overseer engaged as a shift worker receive an annualised salary and therefore are only entitled to the additional payment in subclause 7.4.5.

7.5 The additional payment shall be made after 1 December in each year for the preceding 12 months, provided that:

7.5.1 Where the employment of an officer is terminated, or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under this paragraph from the preceding 1 December until the date of termination, resignation or retirement.

7.5.2 Payment shall be made at the rate applying as at 1 December each year, or at the date of termination, resignation or retirement.

8. Rostered Day Off

8.1 This clause does not apply to officers above the rank of Senior Correctional Officer or Senior Overseer.

8.2 The hours of work prescribed in subclauses 6.1 and 6.2 above shall be worked on the basis of a rostered day off in each 20 working days of a 28 day roster cycle. Each full-time officer shall accrue 0.4 of an hour each eight-hour day towards having the 20th day off with pay.

8.3 An officer's rostered day off shall be determined by the Department having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off.

8.4 Once set, the rostered day off may not be changed in a current roster cycle unless there are agreed unforeseen circumstances prevailing or for other agreed purposes. Where such circumstances exist and the rostered day off is changed, another day shall be substituted in the current roster cycle. Should this not be practicable, the rostered day off must be given and taken in the roster cycle immediately following.

8.5 The maximum number of rostered days off prescribed in subclause 8.2 above shall be 12 days per annum. There shall be no accrual of a rostered day off during the first four weeks of recreation leave.

8.6 All other paid leave shall contribute towards the accrual of rostered days off except where paid workers' compensation and extended leave is current throughout the roster cycle. Where an officer's rostered day off duty falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.

8.7 An officer may elect to receive payment in lieu of all rostered days off on an annual basis or may elect to have a rostered day off each roster cycle as prescribed in this Award.

8.8 Annual payment in lieu of all rostered days off shall be made on the first pay day commencing on or after 1 December each year. Pro rata payments can only be made for the year an officer commences duty at Kempsey, Dillwynia or Wellington Correctional Centres.

8.9 Officers shall make their election in writing at the commencement of each annual period. If no election is made for whatever reason, the default entitlement that will be applied is for the officer to take a rostered day off each roster cycle.

8.10 Payment shall be made at the rate of salary applying as at 1 December each year; or for pro rata payments, at the rate of salary as at the date an officer commences duty at Kempsey, Dillwynia or Wellington Correctional Centres.

9. Shift Handover

9.1 The salaries paid to officers covered under this Award and the application of a 38-hour week recognise that additional time may be involved for an officer at the time of shift handover in:

- (a) briefing incoming officers;
- (b) incoming officers parading prior to relieving security posts, etc;

(c) undertaking a weapons safety check in the presence of the incoming and outgoing officer.

9.2 No additional payment shall be paid for this work.

10. Single Rate for Additional Hours

10.1 Officers who work additional hours beyond a standard 8 or 12-hour shift, or in excess of 152 hours per roster cycle shall be paid at a single rate of \$40.95 per hour for all additional time worked.

10.2 No payment or other compensation for additional hours shall be paid to officers above the rank of Senior Correctional Officer or Senior Overseer, except in cases of emergency.

10.3 For the purposes of this Award, emergencies are classed as situations such as riot, fire or hostage.

10.4 The rate prescribed in sub-clause 10.1 of this award shall be subject to any variation made in accordance with Clause 28 Savings of Rights of this award.

11. Ranking Structure

11.1 Custodial Officers:

Title

General Manager

Manager Security

Principal Correctional Officer

Chief Correctional Officer

Senior Correctional Officer

Correctional Officer 1st Class Year 2

Correctional Officer 1st Class Year 1

Correctional Officer Year 2

Correctional Officer Year 1

Correctional Officer Probationary

Correctional Officer (Training)

11.2 Industrial Officers:

Title

Principal Industry Officer Level 1

Principal Industry Officer Level 2

Chief Industry Officer

Senior Overseer

Overseer

12. Allowances

12.1 Hosiery

An allowance is payable to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Schedule 2 - Other Allowances, of Part B.

12.2 Meals

Officers are not entitled to meal monies except when working additional hours, where payment shall be made in accordance with the provisions of clause 95 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any replacement Award. Payment of an allowance at the rate equivalent to the dinner rate provided in clause 95 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any replacement Award, shall be made to officers working a double shift.

12.3 Incidental

This is to compensate for full participation in Area and Case Management, including maintenance of Case Management files, training junior staff and roster preparation (where appropriate), and for the progressive introduction of electronic security and inmate monitoring systems. Individual rates of this allowance are shown in Part B Schedule 1 - Salaries and Incidental Allowances - Table 2 for Custodial Officers and table 3.1 for Industrial Officers.

In the case of an officer acting in a higher duties capacity, the higher allowance shall be payable only if the officer has acted continuously in the position for more than four weeks, except for Senior Correctional Officers rostered as Officer in Charge on "B" (night) or "C" (afternoon) watches for consecutive periods of 4 (four) days or more.

This allowance is not payable to Correctional Officer (Training) whilst in primary training. It is payable from the date these officers enter on duty in a correctional centre after graduation as a Correctional Officer Probationary.

13. Recreation Leave

13.1 Officers are entitled to Recreation Leave as follows:

- (a) Officers engaged as day workers shall be entitled to recreation leave in accordance with the provisions of the *Public Sector Employment and Management (General) Regulation 1996*, or any replacement Regulation, that is, four weeks' paid leave for each completed year of service.
- (b) Officers engaged as shift workers who are regularly required to perform rostered duty on Sundays and Public Holidays shall be entitled to six weeks' recreation leave inclusive of public holidays and further compensation in accordance with the provisions of subclause 7.4 of this Award.
- (c) At least two consecutive weeks of recreation leave shall be taken by officers every 12 months, except by written agreement with the Commissioner in special circumstances.
- (d) Shift workers may elect to receive payment in lieu for 10 days of their yearly recreation leave entitlement. The additional payment shall be made on the commencement of the mandatory two consecutive weeks' recreation leave referred to in paragraph (c) above.
- (e) Permanent Part-time Officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full-time officers' hours they work.

14. Annual Leave Loading

- 14.1 The Annual Leave Loading payable to all officers up to and including the rank of Senior Correctional Officer or Senior Overseer, employed as shift workers shall be 20% in lieu of all other entitlements under this heading.
- 14.2 Annual Leave Loading payable to day workers shall be paid in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any replacement Award.

15. Higher Duties

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher position from time to time shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher position, be paid an allowance at the difference between the officer's present remuneration, and the salary and allowance, where applicable, prescribed for the higher position.
- 15.2 This higher duties allowance shall be paid on a daily basis.

16. Performance Management

- 16.1 The Departmental Performance Management System shall be used as a process of identifying, evaluating and developing the work performance of all officers. This will ensure the Department meets its corporate objectives and, at the same time, will benefit officers by way of providing information, establishing agreed targets, providing performance feedback and enhancing rapport with supervisors.
- 16.2 Officers occupying positions of General Manager, Manager Security, Principal Correctional Officer, Chief Correctional Officer, Principal Industry Officer and Chief Industry Officer shall enter into a performance agreement with the Department.

17. Permanent Part-Time

- 17.1 The Department is committed to providing permanent part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- 17.2 Part-time work arrangements must be acceptable to both the Department and the officer and shall be in accordance with the provisions of the *Industrial Relations Act* 1996 and the Flexible Work Practices Policy and Guidelines issued by the Public Employment Office in October 1995.

18. Professional Conduct

18.1 Corporate Plan

Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives as expressed in the Departmental Corporate Plan.

- 18.2 Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability. All officers will be professional in their conduct with the public, other staff and inmates.

18.3 Dress Policy

Officers shall comply with the requirements of the departmental Dress Policy and associated orders as published in the departmental Dress Manual; will ensure their dress and grooming is of the highest standard; and will wear and display departmental name tags on a voluntary basis except in areas where there is contact with the public, such as Visits, Gates and Reception Areas.

- 18.4 Officers are expected to have a thorough knowledge of and practise Case Management Principles, as defined by departmental policy and procedures, and shall diligently perform the duties required to implement them. All officers will participate in Case Management.

19. Equality of Employment and Elimination of Discrimination

The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

20. Harassment-Free Workplace

20.1 The Department is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.

Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.

20.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be condoned by the Department or the Association.

20.3 Supervising Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.

20.4 All officers are required to refrain from perpetuating, or being party to, any form of harassment.

21. Anti-Discrimination

21.1 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.

21.2 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.

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

21.4 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.

21.5 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) The Department and its officers 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.

22. Occupational Health and Safety

- 22.1 At all times management and officers will comply with the *Occupational Health and Safety Act 2000*.
- 22.2 The parties are committed to maintaining an accident-free and healthy workplace through:
- (a) Implementation of appropriate health and safety procedures.
 - (b) Appropriate management and risk assessment practices.
 - (c) The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare.
 - (d) Management and employee participation on Safety Committees.

23. Flexible Working and Operational Arrangements

- 23.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part-year employment and variable leave employment as contained in the Flexible Work Practices guidelines.
- 23.2 Consultative Committee
- The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of the correctional centres. A consultative committee shall be established in each correctional centre consisting of management and Association representatives. This committee will meet on a regular basis to discuss any matter relevant to the operation of this Award or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award, and thereafter.
- 23.3 Local Management Board
- A Local Management Board shall be established at each correctional centre to provide advice regarding the operation and routines of the correctional centre. Elected representatives of the Prison Officers Vocational Branch of the Association shall be allocated two positions on this Local Management Board.
- 23.4 Directed Duties
- The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.
- 23.5 The General Manager or supervising officer, may direct an officer to carry out such duties and use tools and equipment as may be required, provided that the officer has been properly trained in those duties and in the use of the tools and equipment.
- 23.6 Any direction made pursuant to this clause shall be consistent with the correctional centre's security requirements, as assessed by the General Manager or most senior officer available at that time, and the Department's obligation to provide a safe and healthy work environment.

24. Deduction of Association Membership and Legal Fees

- 24.1 The Association shall provide the Department with a schedule setting out the Association's fortnightly membership and legal fund fees payable by members of the Association in accordance with the Association rules.
- 24.2 The Association shall advise the Department of any change to the amount of fortnightly membership and legal fund fees made under its rules. Any variation to the schedule of the Association's fortnightly membership and legal fund fees shall be provided to the Department at least 28 days in advance of the variation taking effect.
- 24.3 Subject to the above clauses, the Department shall deduct the Association's fortnightly membership and legal fund fees from the pay of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised the Department to make such deductions.
- 24.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the officer's membership accounts.
- 24.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership and legal fund fees shall be deducted by the Department on a fortnightly basis.

25. Grievance and Dispute Resolution Procedures

- 25.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.

- 25.2 A grievance may be defined as:

A statement or approach by an officer to a supervisor on a work related problem, concern or complaint which may relate to:

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
- (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
- (c) unfair allocation of development opportunities; or
- (d) lack of communication of work-related information; or
- (e) a difficulty concerning the interpretation or application of a departmental policy or procedure.

- 25.3 A dispute may be defined as:

An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.

- 25.4 The parties to this Award are committed to following the steps set out below and will continue to work normally as these procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with these procedures.
- 25.5 Where a matter does not fall within the definition of a grievance, it shall be regarded as a dispute and shall be dealt with in accordance with the following procedures:

Step 1

The matter is discussed between the officer(s) and the relevant supervisor. If the matter remains unresolved, follow Step 2.

Step 2

The matter is discussed between the officer(s), the Association delegate or officer's nominated representative and their supervisor. If the matter remains unresolved, follow Step 3.

Step 3

The matter is discussed between the officer(s), the Association delegate or officer's nominated representative, the supervisor and the General Manager. If the matter remains unresolved, follow Step 4.

Step 4

The matter is discussed between the General Manager, representatives from Human Resources in the case of a grievance or Industrial Relations in the case of a dispute, and the Association delegate and/or an Association official or officer's nominated representative. If the matter remains unresolved, follow Step 5.

Step 5

The matter is discussed between senior representatives of the Department and the Association officials and/or officer's nominated representative.

The parties agree to exhaust the conciliation process before considering Step 6. It is agreed that parties will not deliberately frustrate or delay these procedures.

Step 6

The matter may be referred by either party to the Industrial Relations Commission to exercise its functions under the NSW *Industrial Relations Act 1996*, provided the matter is not a claim for general increases in salary or conditions of employment contained in this Award.

Each of the steps will be followed within a reasonable time frame having regard for the nature of the grievance or dispute.

25.6 Continuance of Work

While the parties are attempting to resolve the matter, the parties shall continue to work in accordance with this Award and their contract of employment unless the officer has a reasonable concern about an imminent risk to his or her safety. Subject to the *Occupational Health and Safety Act 2000*, even if the officer has a reasonable concern about an imminent risk to his or her health or safety, the officer must not unreasonably fail to comply with a direction from management to perform other available work, whether at the same correctional centre or another workplace, that is safe and appropriate for the officer to perform.

26. No Further Claims

It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over-award, with respect to the officers covered in this Award.

27. General

Nothing in this Award shall be construed as restricting the Commissioner to alter the duties of any position or to abolish any position covered by this Award in consultation with the Association.

28. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector - Salaries 2007) Award, or an award replacing it, during the term of this Award, by way of salary increase, this Award shall be varied to give effect to any such increase.

29. Area, Incidence and Duration

- 29.1 This Award shall apply to all officers as defined in clause 3, Definitions, of this Award.
- 29.2 This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Correctional Officers, Department of Corrective Services) Award 2004 for Kempsey, Dillwynia and Wellington Correctional Centres published 25 March 2005 (349 I.G. 628) and all variations thereof.
- 29.3 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 I.G. 359) take effect on and from 6 November 2007.
- 29.4 The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

SCHEDULE 1

Salaries and Incidental Allowances

1. Annualised Salary Package

Title	Salary \$
General Manager	141,912
Manager Security	119,721
Principal Correctional Officer	92,504
Chief Correctional Officer	86,587

- 1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.
- 1.2 Officers on an annualised salary package shall be entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.
- 1.3 Officers working under this arrangement shall work 20 days in each 28-day roster cycles for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award shall apply.

2. Custodial Officers

Title	Salary \$	Incidental Allowance \$
Senior Correctional Officer	57,772	3,777
Correctional Officer 1 st Class Year 2	54,480	2,266
Correctional Officer 1 st Class Year 1	50,356	2,266
Correctional Officer Year 2	47,682	1,514

Correctional Officer Year 1	46,807	1,135
Correctional Officer Probationary	45,967	756
Correctional Officer (Training)	45,967	(no allowance)

3. Industrial Officers

3.1

Title	Annualised Salary \$
Principal Industry Officer Level 1	96,462
Principal Industry Officer Level 2	91,804
Chief Industry Officer	87,442

- 3.1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.
- 3.1.2 Industrial Officers on an annualised salary package shall be entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.
- 3.1.3 Officers working under this arrangement will work 20 days in each 28-day roster cycle for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award shall apply.

3.2

Title	Salary \$	Incidental Allowance \$
Senior Overseer	64,250	3,777
Overseer	57,772	2,266

SCHEDULE 2

Other Allowances

1.1

Hosiery	\$240.00 per annum	Subclause 12.1
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ATTACHMENT A

KEMPSEY STAFFING PROFILE

POST	RANK	DAYS PER WEEK	209/365	POSITIONS
1	GENERAL MANAGER	5 DAYS	1.196	1
1	MANAGER SECURITY	5 /7 DAYS	1.244	1
2	PRINCIPAL	7 DAYS	3.492	3
4	CHIEF	7 DAYS	6.984	7
		TOTAL	12.916	
13	SCO'S	7 DAYS	22.698	23
1	SCO	5 DAYS	1.196	1
7	SCO'S	2 + PH	3.815	4
		TOTAL	27.709	
35	CO'S	7 DAYS	61.11	61

3	CO'S	5 DAYS	3.588	4
10	CO'S	2 + PH	5.45	5
		TOTAL	70.148	

110.773

Total Custodial Staff Required = 111

1	GENERAL MANAGER	5	1.196
1	MANAGER SECURITY	5/7	1.244
1	PRINCIPAL MAXIMUM	7	1.746
1	PRINCIPAL MINIMUM	7	1.746
1	CHIEF MAXIMUM	7	1.746
1	CHIEF MINIMUM	7	1.746
1	CHIEF C'WATCH	7	1.746
1	CHIEF (INTEL)	7	1.746
1	SCO GATE	7	1.746
1	SCO CLINIC	7	1.746
1	SCO F UNIT	7	1.746
1	SCO SERT	7	1.746
1	SCO D UNIT	7	1.746
1	SCO ACTIVITIES	7	1.746
1	SCO MPU	7	1.746
1	SCO ALEC CAMPBELL UNIT	7	1.746
1	SCO RECEPTION	7	1.746
1	SCO C WATCH	7	1.746
1	SCO B WATCH	7	1.746
1	SCO C WATCH FEMALES	7	1.746
1	SCO ALEC CAMPBELL UNIT	7	1.746
1	SCO VBL	5	1.196
5	SCO UNITS	2 + PH	2.725
2	SCO VISITS	2 + PH	1.09
1	CO GATE	7	1.746
1	CO MONITOR ROOM	7	1.746
1	CO F UNIT	7	1.746
1	CO F UNIT	7	1.746
1	CO INDUSTRIES CONTROL	5	1.196
1	CO H CONTROL	7	1.746
1	CO ROSTER SUPPORT	7	1.746
1	CO SERT	7	1.746
1	CO SERT	7	1.746
1	CO CLINIC/DETOX	7	1.746
1	CO D UNIT	7	1.746
1	CO ROVER	7	1.746
1	CO ROVER	7	1.746
1	CO ACTIVITIES	7	1.746
1	CO ACTIVITIES	7	1.746
1	CO VBL/FORENSIC TESTING	5	1.196
1	CO ALEC CAMPBELL UNIT	7	1.746
1	CO MPU	7	1.746
1	CO ROVER FEMALE MIN	7	1.746
1	CO ROVER FEMALE MIN	7	1.746
1	CO RECEPTION	7	1.746
1	CO INDUSTRIES CONTROL	5	1.196
1	CO C WATCH GATE	7	1.746

- 1262 -

1	CO C WATCH MONITOR	7	1.746
1	CO C WATCH MPU	7	1.746
1	CO C WATCH CLINIC	7	1.746
1	CO C WATCH ROVER	7	1.746
1	CO C WATCH ROVER	7	1.746
1	CO C WATCH ROVER	7	1.746
1	CO C WATCH ALEC CAMPBELL	7	1.746
1	CO C WATCH ALEC CAMPBELL	7	1.746
1	CO C WATCH FEMALE MINIMUM	7	1.746
1	CO B WATCH GATE	7	1.746
1	CO B WATCH MONITOR	7	1.746
1	CO C WATCH CLINIC	7	1.746
1	CO C WATCH ROVER	7	1.746
1	CO C WATCH ROVER	7	1.746
1	CO C WATCH ROVER	7	1.746
1	CO VISITS PROCESSING	2 + PH	.545
1	CO VISITS SECURITY	2 + PH	.545
1	CO VISITS SECURITY	2 + PH	.545
1	CO VISITS SECURITY	2 + PH	.545
1	CO VISITS SECURITY	2 + PH	.545
1	CO UNITS	2 + PH	.545
1	CO UNITS	2 + PH	.545
1	CO UNITS	2 + PH	.545
1	CO UNITS	2 + PH	.545
1	CO UNITS	2 + PH	.545

ATTACHMENT B**DILLWYNIA STAFFING PROFILE**

POST	RANK	DAYS PER WEEK	209/365	POSITIONS
1	GENERAL MANAGER	5 DAYS	1.196	1
1	MANAGER SECURITY	5 /7 DAYS	1.244	1
1	PRINCIPAL	7 DAYS	1.746	2
2	CHIEF	7 DAYS	3.492	3
1	CHIEF	5/7 DAYS	1.244	1
		TOTAL	8.922	
14	SCO's	7 DAYS	24.444	25
1	SCO	5 DAYS	1.196	1
2	SCO's	2 + PH	1.09	1
		TOTAL	26.730	
28	CO's	7 DAYS	48.888	50
5	CO's	5 DAYS	5.98	6
7	CO's	2 + PH	3.815	4
		TOTAL	58.683	

94.335

Total Custodial Staff Required = 95

1	GENERAL MANAGER	5	1.196
1	MANAGER SECURITY	5/7	1.244
1	PRINCIPAL	7	1.746
2	CHIEF	7	3.492
1	CHIEF (INTEL)	5/7	1.244
1	SCO GATE	7	1.746

1	SCO ACTIVITIES	7	1.746
1	SCO RECEPTION	7	1.746
1	SCO CLINIC	7	1.746
1	SCO HONOUR UNITS	7	1.746
1	SCO HONOUR UNITS C WATCH	7	1.746
1	SCO C WATCH N/SENIOR	7	1.746
1	SCO B WATCH N/SENIOR	7	1.746
1	SCO LOW NEEDS	7	1.746
1	SCO MEDIUM NEEDS	7	1.746
1	SCO THERAPEUTIC UNIT	5	1.196
1	SCO GATE C WATCH	7	1.746
1	SCO MONITOR ROOM	7	1.746
1	SCO HIGH NEEDS	7	1.746
1	SCO SEG UNIT	7	1.746
2	SCO VISITS	2 + PH	1.09
1	CO GATE	7	1.746
1	CO CLINIC	7	1.746
1	CO ACTIVITIES	7	1.746
1	CO HIGH NEEDS	7	1.746
2	CO MEDIUM NEEDS	7	3.492
1	CO LOW NEEDS	7	1.746
2	CO SEG UNIT	7	3.492
1	CO MONITOR ROOM	7	1.746
3	CO B WATCH ROVER	7	5.238
1	CO B WATCH MONITOR ROOM	7	1.746
1	CO B WATCH HONOUR UNIT	7	1.746
1	CO B WATCH GATE	7	1.746
3	CO C WATCH ROVER	7	5.238
1	CO C WATCH MONITOR ROOM	7	1.746
1	CO C WATCH GATE	7	1.746
2	CO D WATCH MEDIUM NEEDS	7	3.492
2	CO D WATCH LOW NEEDS	7	3.492
2	CO D WATCH THERAPEUTIC UNIT	7	3.492
1	CO D WATCH CLINIC	7	1.746
1	CO THERAPEUTIC UNIT	5	1.196
2	CO LEGAL VISITS	5	2.392
2	CO ESCORTS	5	2.392
1	CO VISITS CONTROL	2 + PH	.545
2	CO VISITS SEARCH	2 + PH	1.09
2	CO VISITS PATROL	2 + PH	1.09
2	CO VISITS OFFICE	2 + PH	1.09

D. W. RITCHIE, Commissioner.

**CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND
CLIMATE CHANGE - ROYAL BOTANIC GARDENS, BUILDING AND
MECHANICAL TRADES STAFF) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 598 and 2014 of 2007)

Before Commissioner Ritchie

6 November 2007

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Intention
5.	Effects of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006
6.	Wage Rates
7.	General Conditions of Employment
7A.	School Based Apprentices
8.	Consultative Committee
9.	Dispute Resolution Procedures
10.	Classification Standards
11.	Anti-Discrimination
12.	Salary Packaging Arrangements including Salary Sacrifice to Superannuation
13.	No Extra Claims
14.	Area, Incidence and Duration
15.	Savings and Rights

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Table 2 - Allowances

PART A

1. Title

- 1.1 This Award shall be known as the "Crown Employees (Department of Environment and Climate Change - Royal Botanic Gardens Building and Mechanical Trades Staff) Award.

2. Parties

2.1 Award has been made between the following parties:

The Director Public Employment (DPE) for the Department of Environment and Climate Change (DECC);

Construction, Forestry, Mining Energy Union;

Communications Electrical Electronic Energy Information Postal Plumbing and Allies Services Union of Australia (CEPU Plumbers Division NSW Branch).

3. Definitions

Act means the *Public Sector Employment and Management Act 2002*.

Award means this Award.

DECC means the Department of Environment and Climate Change.

Department means the Department of Environment and Climate Change.

Director-General means the Director-General of the Department of Environment and Climate Change.

DPE means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.

Operative Date means the date on which this Award is made by the Industrial Commission of New South Wales and becomes legally binding on the parties.

Staff means and includes all persons permanently or temporarily employed under the provisions of the Act, or by the Department of Environment and Climate Change in respect of areas covered by the *Royal Botanic Gardens and Domain Trust Act 1980* 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 of such positions.

Supervision means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of staff.

Union means the:

Construction, Forestry, Mining Energy Union (CFMEU);

Communications Electrical Electronic Energy Information Postal Plumbing and Allies Services Union of Australia (CEPU Plumbers Division NSW Branch); having regards for their respective coverage.

4. Intention

4.1 It is intended that this Award will align the wages of the staff employed under this Award with the staff employed under the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Consent Award 2004 published 1 April 2005 (349 I.G. 804).

4.2 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.

4.3 The Award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff, and the community.

5. Effect of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006

- 5.1 The parties agree:
- 5.1.1 Overtime - The overtime provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as varied, or any replacement award shall apply to all staff covered by this Award.
- 5.1.2 Travelling Compensation - The travelling compensation provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as varied or any replacement award shall apply to all staff covered by this Award.
- 5.1.3 The provisions of subclauses 5.1.1 and 5.1.2 shall apply in lieu of the provisions of the Crown Employees (Skilled Trades) Award, as varied or replaced, in respect of Excess Fares and Travelling Time, and Overtime.
- 5.2 Conditions of employment for officers covered by this Award are to be regulated by the following hierarchy:
- (i) This award where stated; or
- (ii) The Crown Employees (Skilled Trades) Award where not regulated by this Award; or
- (iii) Any conditions not regulated by this award or the Crown Employees (Skilled Trades) Award shall be provided by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as varied or replaced.
- 5.3 Where there is an inconsistency between this Award, the Crown Employees (Skilled Trades) Award and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as varied or replaced, this Award shall prevail to the extent of the inconsistency.

6. Wage Rates

- 6.1 The wage rates paid to staff covered by this award are specified in Part B, Rates and Allowances, Table 1 and allow for:
- 4% increase in salaries to commence with effect from the first full pay period following 1 July 2004.
- 4% increase in salaries from first full pay period following 1 July 2005.
- 4% increase in salaries from first full pay period following 1 July 2006.
- 4% increase in salaries from first full pay period following 1 July 2007.
- The increase, insofar as the application of back pay, will only apply to employees who were employed at 1 July 2005.
- 6.2 The increases as provided for in subclause 6.1 above give effect to the Memorandum of Understanding signed by the parties to this Award and reflects the parties assessment of the amount necessary to compensate for work value changes, special case considerations, productivity and efficiency improvements which impact on the group covered by this Award.
- 6.3 Apprentice Trades staff shall be paid a percentage of the rate of pay applicable to Level Five Year 1:

Year One	45%
Year Two	60%
Year Three	75%
Year Four	85%

7. General Conditions of Employment

- 7.1 Except as otherwise provided in this Award, staff shall be entitled to and shall observe the conditions of employment made pursuant to the provisions of the Act.
- 7.2 The ordinary working hours shall be an average of 38 hours per week worked over a four (4) week settlement period.
- 7.3 Rostered Days Off - rostered days off (RDOs) shall be taken on days set by mutual agreement between staff and management. Where mutual agreement is not reached between staff and management as to the date on which the staff member's RDO is to be taken, then the staff member shall be entitled to take the day set by the Industry as the RDO for that month.
- 7.3.1 The parties agree that a nine-day fortnight will operate. The additional RDO shall be taken on a day agreed to by the parties to this Award.
- 7.3.2 Staff may, by mutual agreement with management, accrue up to three (3) RDOs in any one year.
- 7.4 Allowances
- 7.4.1 The parties agree that all allowances previously paid to staff covered by this Award, including the Pager Allowance, have been rolled into salary with the exception of the allowances in subclauses 7.4.2, 7.4.3 and 7.4.4, the rates for which are specified in Part B, of Table 2.
- 7.4.2 Chokage Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to staff required to perform chokages.
- 7.4.3 Asbestos Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to staff required to work with asbestos.
- (i) The parties agree that staff who are required to work with asbestos will be provided with the appropriate safety equipment.
- (ii) The parties also agree that staff have the right to refuse to work with asbestos if it is considered that such work is too hazardous to safely work with.
- 7.4.4 Plumbers' Licence Allowance and Plumbers' Registration Allowance - the allowances will be paid to staff required to act on such a Licence.
- 7.4.5 Having regard to Clause 6.1 of this Award, allowances contained in Part B, Table 2 will be increased by 4% per annum over 4 years backdated from the first pay period on or after 1 July 2004.
- 7.5 Emergency Call-outs - Where an employee covered by this Award is called out after hours to respond to an emergency alarm, they shall be paid a minimum of four hours overtime.
- 7.6 Staff covered by this Award are not required to provide their own tools.
- 7.7 Employees will be entitled to an additional holiday on a working day nominated by the Director within the period between Boxing Day and New Year's Day. This holiday applies in lieu of the Union Picnic Day entitlement provided by the Crown Employees (Skilled Trades) Award.
- 7.8 Subject to a staff member making written authorisation, the Royal Botanic Gardens shall deduct from the staff member's pay, subscriptions payable to a nominated industrial organisation of employees (Union) and shall pay the deducted subscriptions to such an organisation.

7A. School Based Apprentices

(a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

8. Consultative Committee

8.1 A Royal Botanic Gardens Joint Consultative Committee Subcommittee (the Subcommittee) shall monitor the implementation of this Award and make, during its period of operation, recommendations to the Director of the Royal Botanic Gardens and Domain Trust with regard to:

(i) implementation of the classification levels and progressions between classification levels as provided in clause 10, Classification Standards.

(ii) any other matters regarding the implementation of this Award.

8.2 The Subcommittee shall consist of representatives of management and representatives of the unions which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.

8.3 Should the parties to the Subcommittee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in Clause 9, Dispute Resolution Procedures, will be followed.

9. Dispute Resolution Procedures

- 9.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:-
- 9.1.1 Should any dispute or difficulty arise or is considered likely to occur, in a particular workplace, the matter is discussed between the staff member and the supervisor involved as soon as is practicable.
- 9.1.2 The supervisor will discuss the matter with the staff member(s) and/or the union delegate of the staff member's representative within a reasonable time frame with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for processing.
- 9.1.3 Should the matter remain unresolved, or should the matter be of a nature which involves multiple workplaces, then the individual staff member, union delegate and/or union official or staff member's representative may raise the matter with the Curator/Manager with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 9.1.4 Where the procedures in subclause 9.1.3 do not lead to a resolution of the dispute, question or difficulty, the matter will be referred to senior representatives of the Royal Botanic Gardens management. The parties will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 9.1.5 Should the above procedures not lead to a resolution then either party may make application to the Industrial Relations Commission.
- 9.1.6 Notwithstanding the intention of the parties to follow the steps in this clause, it is acknowledged that there may be limited circumstances where the parties may directly seek the assistance of the Industrial Relations Commission.

10. Classification Standards

- 10.1 A position falling within the scope of this Award shall have assigned to it a classification level determined in accordance with the classification standards detailed below.
- 10.2 Broadbanding Classifications -
- 10.2.1 For the purposes of this Award, Level 5/6 is a broadbanded classification. Progression between Levels 5 and 6 is by way of a "soft" progression based on the assessment and appeal processes that are agreed by the parties.
- 10.2.2 For the purposes of this Award, Level 7/8 is a broadbanded classification. Progression between Levels 7 and 8 is by way of a "soft" progression based on the assessment and appeal processes that are agreed by the parties.
- 10.3 The following classification levels will apply in each Administrative Unit:
- 10.3.1 Level 5 - The occupant of a position established at Level 5 of this Award will:
- (a) Work under minimal supervision and therefore be required to exercise independent judgement at trade level; and
 - (b) have a recognised trades certificate or equivalent, or be able to demonstrate equivalent prior learning and possess the relevant interpretation skills and other skills and relevant experience required to:
 - (i) perform trade level duties; and/or

- (ii) provide visitor assistance; and/or
- (iii) supervise apprentices; and
- (iv) communicate with supervisors and other staff; and/or

10.3.2 Level 6 - The occupant of a position established at level 6 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matters of minor complexity; and
- (b) Have a recognised trades certificate, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
 - (i) perform advanced trade level duties; or
 - (ii) supervise apprentices; and
 - (iii) communicate with supervisors and other staff; and/or
 - (iv) communicate semi-technical information to the public.
- (c) Fulfil the requirements for progression to Level 6 based on the assessment and appeals processes that are to be agreed between the parties.

10.3.3 Level 7 - The occupant of a position established at Level 7 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate, and have the skills and relevant supervisory experience required to:
 - (i) manage a small specialist work area as an individual or as the leader of a small team of staff (normally less than 6 staff) - supervising and training staff; and
 - (ii) be accountable for completion of work to agreed standards; and/or
 - (iii) solve technical problems of limited complexity; and
 - (iv) document and communicate technical data and information to other staff and/or the public.

10.3.4 Level 8 - The occupant of a position established at Level 8 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate and have the skills and relevant supervisory experience required to:
 - (i) manage a specialist work area as an individual or as the leader of a team of staff - supervising and training staff; and
 - (ii) be accountable for completion of work to agreed standards; and/or

- (iii) solve technical problems of some complexity; and
 - (iv) document and communicate technical data and information to staff and/or the public.
- (c) Fulfil the requirements for progression to Level 8 based on the assessment and appeals processes that are to be agreed between the parties.

11. Anti-Discrimination

- 11.1 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.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures 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 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 that, by its terms or operation, has a direct discriminatory effect.
- 11.3 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.
- 11.4 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 or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 11.5 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.

NOTE -

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

12. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 12.1 The entitlement to salary package in accordance with this clause is available to:
- 12.1.1 permanent full-time and part-time employees;
 - 12.1.2 temporary employees, subject to Departmental convenience; and
 - 12.1.3 casual employees, subject to the Departmental convenience, and limited to salary sacrifice to superannuation in accordance with subclause 12.7.

- 12.2 For the purposes of this clause:
- 12.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Wage Rates, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 12.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 12.3 By mutual agreement with the Director-General, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 12.3.1 a benefit or benefits selected from those approved by the DPE; and
- 12.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- 12.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 12.5 The agreement shall be known as a Salary Packaging Agreement.
- 12.6 Except in accordance with subclause 12.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Director-General at the time of signing the Salary Packaging Agreement.
- 12.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 12.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 12.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 12.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 12.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 12.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 12.9.1 *Police Regulation (Superannuation) Act 1906*;
- 12.9.2 *Superannuation Act 1916*;
- 12.9.3 *State Authorities Superannuation Act 1987*; or
- 12.9.4 *State Authorities Non-contributory Superannuation Act 1987*, the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- 12.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 12.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 12.11 Where the employee makes an election to salary package:
- 12.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 12.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments 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 the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Wage Rates, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 12.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 12.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

13. No Extra Claims

- 13.1 This Award provides for rates of pay increases of 4% per annum over 4 years fully funded and backdated to 1 July 2004.
- 13.2 The pay increases provided by this Award are premised on the basis that there shall be no new salaries or conditions claims during the term of this Award.
- 13.3 The no extra claims commitment does preclude any claims that may arise following the adoption of a new Equal Remuneration principle by the New South Wales Industrial Relations Commission.

14. Area Incidence and Duration

- 14.1 This Award will apply to officers and casual employees in classifications covered by Construction, Forestry, Mining Energy Union and Communications Electrical Plumbing Union - Plumbers Division NSW, within the Royal Botanic Gardens Trust Division employed in the Department of Environment and Climate Change.
- 14.2 This award is made following a review under section 19 of the *Industrial Relation Act* 1996 and rescinds and replaces the Crown Employees (Royal Botanic Gardens, Building and Mechanical Trades Staff) Award 2000-2001 published 12 April 2001 (323 I.G. 960), and all variations thereof.
- 14.3 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 I.G. 359) take effect on and from 6 November 2007.
- 14.4 The award shall take effect on and from 1 July 2004 and shall remain in force thereafter until 30 June 2008, unless varied or terminated earlier in accordance with the provisions of the *Industrial Relations Act* 1996.

15. Savings and Rights

- 15.1 At the time of making this Award, no person covered by this Award will suffer a reduction in his or her rate of pay or any loss of or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 15.2 Should there be a variation to the Crown Employees (Skilled Trades) Award or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award or any award replacing those awards, the staff covered by this Award will maintain the same rates of pay relationship to the classifications covered by the Crown Employees (Skilled Trades) Award or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award either by an application for variation, or by the making of a new Award.

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Classification	Rates of Pay Effective First Pay Period on or After				
	4 July 2003 per annum \$	1 July 2004 per annum \$	1 July 2005 per annum \$	1 July 2006 per annum \$	1 July 2007 per annum \$
Apprentice Year 1 38 hpw	17,681.40	18,388.66	19,124.20	19,889.17	20,684.74
Apprentice Year 2 38 hpw	23,575.20	24,518.21	25,498.94	26,518.89	27,579.65
Apprentice Year 3 38 hpw	29,469.00	30,647.76	31,873.67	33,148.62	34,474.56
Apprentice Year 4 38 hpw	33,398.20	34,734.13	36,123.49	37,568.43	39,071.17
Trades Level 5/6 Yr1 38 hpw	39,292	40,864	42,498	44,198	45,966
Trades Level 5/6 Yr2 38 hpw	40,344	41,958	43,636	45,382	47,197
Trades Level 5/6 Yr3 38 hpw	41,474	43,133	44,858	46,653	48,519
Trades Level 5/6 Yr4 38 hpw	42,623	44,328	46,101	47,945	49,863
Trades Level 7 Yr1 38 hpw			47,410	49,306	51,278
Trades Level 7 Yr2 38 hpw			48,826	50,779	52,810
Trades Level 7/8 Yr1 38 hpw	43,833	45,586	47,410	49,306	51,278
Trades Level 7/8 Yr2 38 hpw	45,142	46,948	48,826	50,779	52,810
Trades Level 7/8 Yr3 38 hpw	46,570		50,370	52,385	54,480
Trades Level 7/8 Yr4 38 hpw	48,468	50,407	52,423	54,520	56,701

Table 2 - Allowances

Clause No. and Brief Description	Allowance effective first pay period on or after			
	4 July 2003 Amount \$	1 July 2004 Amount \$	1 July 2005 Amount \$	1 July 2006 Amount \$
7.3.1 Chokage	\$0.78 per hour	\$0.82 per hour	\$0.85 per hour	\$0.88 per hour
7.3.2 Asbestos	\$1.71 per hour	\$1.78 per hour	\$1.85 per hour	\$1.92 per hour
7.3.3 Plumbers Licence	\$1.10 per hour	\$1.14 per hour	\$1.19 per hour	\$1.24 per hour
7.3.4 Plumbers Registration	\$0.63 per hour	\$0.66 per hour	\$0.69 per hour	\$0.72 per hour

D.W. RITCHIE, Commissioner

**CROWN EMPLOYEES (NEW SOUTH WALES FIRE BRIGADES -
(MAINTENANCE, CONSTRUCTION AND MISCELLANEOUS STAFF)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1717 of 2007)

Before Commissioner Stanton

30 November 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Hours
3.	Payment of Wages
4.	Rates of Pay
5.	Parties Bound
6.	Additional Wage Rates
7.	Leading Hands
8.	Trade Employees Working Together
9.	Tool Allowance
10.	Fire Equipment Allowance
11.	Special Rates
12.	Maintenance of Existing Service and Personal Allowances
13.	Overtime and Penalty Rates
14.	Meal Allowance
15.	Travelling Time and Fares
16.	Travelling Expenses
17.	Annual Leave
18.	Annual Leave Loading
19.	Holidays
20.	Long Service Leave
21.	Sick Leave
22.	Bereavement Leave
23.	Clothing
24.	Insurance of Tools
25.	Procedure on Change
26.	Higher Grade of Pay
27.	Chokages
28.	Anti-Discrimination
29.	Terms of Employment
30.	Dispute Resolution Procedure
31.	Personal/Carer's Leave - August 1996
32.	Maternity Leave
33.	Parental Leave
34.	Adoption Leave
35.	Family and Community Service Leave

36. Trade Union Leave
37. Area, Incidence and Duration

PART B

MONETARY RATES

- Table 1 - Wages
Table 2 - Other Rates and Allowances

PART A

1. Definitions

"NSWFB" or "Employer" means the New South Wales Fire Brigades.

"Discharge" means termination of service with the NSWFB as a consequence of retrenchment, reorganisation or shortage of work or other reason for which the employer may not be entirely responsible.

"Dismissed" means termination of service with the NSWFB for inefficiency, neglect of duty, or misconduct.

"Headquarters" means any office, workshop, store, depot, or other place of employment at which an employee is regularly required to work or from which the employee's work is directly controlled and to which the employee has been attached.

"Resignation" means voluntarily leaving the service of the NSWFB.

"Employee" means all persons who are permanently or temporarily employed under the *Public Sector Employment and Management Act 2002* and who, as at the operative date of this award, occupy one of the positions covered by the New South Wales Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2007, or who, after that date, are appointed to or employed in one of such positions.

2. Hours

- (i) The ordinary working hours of employees shall not exceed 38 hours per week, to be worked not exceeding 8 hours per day, as determined by the NSWFB.
- (ii) The ordinary working hours of cleaners shall not exceed 35 hours per week, to be worked in shifts not exceeding 8 hours per day, as determined by the NSWFB.
- (iii) The NSWFB may require an employee to perform duty beyond the hours determined under subclause (i) of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - (1) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to employee health and safety,
 - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the NSWFB regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or
 - (5) any other relevant matter.

3. Payment of Wages

- (i) All wages shall be paid fortnightly and payment shall be into a bank account specified by the employee, or other financial institutions acceptable to the NSWFB and Union.
- (ii) Wages shall be paid not later than Thursday in any pay week.

4. Rates of Pay

- (i) Adult Employees - The minimum weekly rate of pay for each classification shall be as expressed in Table 1 - Wages, of Part B, Monetary Rates, and is payable for all purposes of the Award. This amount incorporates the following; Basic Wage, Margins, Special Loadings, Trades Allowance and Industry Allowance.
- (ii) Juniors - The unapprenticed juniors employed by the NSWFB shall be paid the following percentages of the appropriate classifications:

Age	Percentage Per week
At 17 years of age and under	55
At 18 years of age	67.5
At 19 years of age	80
At 20 years of age	92.5

5. Parties Bound

This award is binding upon the:

Director of Public Employment (DPE); and

New South Wales Fire Brigades.

and the following industrial organisations of employees:

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

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

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

6. Additional Wage Rates

- (i) Electricians - An electrician who is the holder of a New South Wales electrician's licence shall be paid the amounts set in Item 1 of Table 2.
- (ii) Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this award the sum set in Item 2 of Table 2.
- (iii) Plumber - The ordinary rates of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate prescribed in clause 4, Rates of Pay, the amounts set in Table 2 in relation to the following:
 - (a) When required to act on a Plumber's licence, as set out in Item 3 of Table 2.
 - (b) When required to act on a Gasfitter's licence, as set out in Item 4 of Table 2.

- (c) When required to act on a Drainer's licence, as set out in Item 5 of Table 2.
- (d) When required to act on a Plumber's and Gasfitter's licence, as set out in Item 6 of Table 2.
- (e) When required to act on a Plumber's and Drainer's licence, as set out in Item 7 of Table 2.
- (f) When required to act on a Gasfitter's and Drainer's licence, as set out in Item 8 of Table 2.
- (g) When required to act on a Plumber's, Gasfitter's and Drainer's licence, as set out in Item 9 of Table 2.

A plumber or drainer who may be required by the NSWFB to act on any of the above licences during the course of employment is entitled to be paid at the rate per hour mentioned in this clause for every hour of employment whilst liable to be called upon by the NSWFB to act on the licence or licences whether the employee has in any hour in fact acted on such licence or not.

- (iv) Electric Welding Certificate - A plumber being the holder of a Office of Industrial Relations, Department of Commerce, oxy-acetylene or electric welding certificate who may be required by the employer to act on either of the certificates during the course of his or her employment shall be entitled to be paid for every hour of employment on work the nature of which is such that is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum set in Item 10 of Table 2 per hour for each certificate in addition to rates for journeyman plumber in this award.
- (v) Computing Quantities - Employees, excluding leading hands and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by other employees shall be paid an additional amount in Item 11 of Table 2, per day or part thereof.
- (vi) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a certificate of registration shall be paid the amount in Item 12 of Table 2 per hour in addition to the ordinary rate of pay. This allowance shall be paid for all purposes of the award with the exception of clause 13, Overtime and Penalty Rates, in which case it shall be paid as a flat rate.

7. Leading Hands

- (i) An employee appointed to be in charge of up to and including five employees shall be paid the amount in Item 13 of Table 2.
- (ii) An employee appointed to be in charge of more than five and up to and including ten employees shall be paid the amount in Item 14 of Table 2.
- (iii) An employee appointed to be in charge of more than ten employees shall be paid the amount in Item 15 of Table 2.

8. Trade Employees Working Together

Where two or more trade employees of the same class work together without a technical supervisor and/or responsibility the tradesperson in charge shall in addition to all other payments to which the employee is entitled under this award be paid per hour at the rate of 1/38 of the rate prescribed by subclause (i) of clause 7, Leading Hands.

9. Tool Allowance

Employees of any of the following classifications shall be paid in addition to all other payments to which they are entitled under this award, a tool allowance of the amount per week assigned to the classification as set out in Item 16 of Table 2.

Classification.

Blacksmith/Welder
Bodymaker
Bricklayer
Carpenter
Fitter and/or Turner
Motor Mechanic
Motor Trimmer
Painter
Panel Beater
Plasterer
Plumber
Welder
Automotive Electrician
Battery Fitter
Electrical Fitter
Electrical Mechanic
Electronic Technician
Instrument Maker
Radio Mechanic
Telephone Mechanic

10. Fire Equipment Allowance

Employees covered by this award shall be paid a fire equipment allowance as set out in Item 17 of Table 2.

11. Special Rates

In addition to the wages and allowances prescribed by clauses 4, Rates of Pay, 6, Additional Wage Rates, 7, Leading Hands, 8, Trade Employees Working Together and 9, Tool Allowance, the following special rates and allowances shall be paid to employees.

- (i) Confined Spaces - Working in a place the dimensions or nature of which necessitates working in a stooped or cramped position or without sufficient ventilation; the amount set out in Item 18 of Table 2.
- (ii) Dirty Work - Work which a foreman and workman agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be paid for by an additional amount at the rate set out in Item 19 of Table 2, above the rate prescribed by this award.

In the case of disagreement between the foreman and worker the latter shall be entitled within 12 hours to ask for a decision on his/her claim by the employer, his/her industrial officer, manager, superintendent or engineer. In such a case a decision shall be given on the worker's claim within 24 hours of it being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, his/her industrial officer, manager or engineer shall have the right to bring such case before the Industrial Relations Commission of New South Wales.

- (iii) Height Pay -
 - (a) Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the amounts set out in Item 20 of Table 2. Height shall be calculated from where it is necessary for the employee to place his hands or tool in order to carry out the work to such ground, deck, floor or water. For the purposes of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to an employee working on a suitable scaffold erected in accordance with the *Scaffolding and Lifts Act 1912*.

- (b) Plasterers required to work on a swing scaffold shall be paid the amount also set out in Item 20 of Table 2.
- (iv) Hot Places - Working in the shade in places where the temperature is raised by artificial means to between 46o Celsius and 54o Celsius and places where the temperature exceeds 54o Celsius, the amounts set in Item 21 of Table 2. Where work continues for more than two hours in temperatures exceeding 54o Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
- (v) Insulation Material - Employees working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in insulating work shall be paid the amount set in Item 22 of Table 2, or if the insulating materials be silicate, the amount also set in Item 22, whether they are actually handling such materials or not; provided that such insulating material shall include granulated cork but shall not include cork board or materials contained in unbroken packages.
- (vi) Wet Places -
 - (a)
 - (1) An employee working in a place where water other than rain is falling so that his or her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid the amount set in Item 23 to Table 2, per hour extra; provided that this extra rate shall not be payable in respect of the disabilities provided for in clause 10, Industry Allowance, of this award; nor to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
 - (2) Where a plumber is required to work in the rain, the plumber shall be paid the amount also set in Item 23 to Table 2, per hour extra for time so worked.
 - (b) An employee called upon to work knee deep in mud or water, shall be paid at the rate also set in Item 23 of Table 2, per day in addition to the ordinary rates of pay prescribed for each day or portion thereof so worked; proved that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (vii) Swinging Scaffolds - A payment as set out in Item 24 of Table 2, for the first four hours or any portion thereof, and an additional amount also set in Item 24 of Table 2 for each hour thereafter on any day shall be made to any persons employed:
 - (a) On any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
 - (b) On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

Provided that solid plasterers when working off a swing scaffold shall receive an additional amount, also set in Item 24, per hour.

- (viii) Spray Applications - An employee engaged on all spray applications carried out in other than a properly construction booth, approved by the Department of Industrial Relations, shall be paid the amount set in Item 25 of Table 2, per hour extra.
- (ix) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the amount set out in Item 26 of Table 2 per hour extra with a minimum payment also set out in Item 26.
- (x) Electric Welding Plumbers - A plumber engaged on electric welding applicable to plumbing shall be paid the amount in Item 27 of Table 2, per hour extra for the time so worked.

- (xi) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the amount set in Item 28 of Table 2.
- (xii) Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Office of Industrial relations, Department of Commerce, and is required to act on that certificate whilst engaged on work requiring a certificated employee shall be paid an additional amount set out in Item 29 of Table 2.
- (xiii) Extra Rates not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- (xiv) Rates not Subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.
- (xv) Distant Places -
 - (a) All employees working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 from Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes shall be paid the amount set out in Item 30 of Table 2, extra per day.
 - (b) All employees working in the Western Division of the State shall be paid the amount also set in Item 30 extra per day.
 - (c) All employees working within the area bounded by and inclusive of the Snowy River from the New South Wales border to Dalgety, thence by road directly from Dalgety to Berridale and on to the Snowy Mountains Highway at Adaminaby thence to Blowering, thence by a line drawn from Blowering southwest to Welarewang, and on to the Murray River, thence in a southeasterly direction along the New South Wales border to the point of commencement shall be paid the amount also set in Item 30 extra per day or part thereof.
- (xvi) Applying Obnoxious Substances -
 - (a) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the amount set in Item 31 of Table 2, per hour extra.
 - (b) In addition, employees applying such materials in buildings which are normally air conditioned shall be paid the amount also set in Item 31 of Table 2, per hour extra for any time worked when the air conditioning plant is not operating.
 - (c) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the NSW Department of Health.
 - (d) Employees working in close proximity to employees so engaged shall be paid the amount also set in Item 31 of Table 2 per hour extra.
 - (e) For the purposes of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xvii) Painters shall be paid the amount in Item 32 of Table 2, per hour for burning off paint and applying the first coat.
- (xviii) Asbestos Eradication -

Application - This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

Definition - Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.

Control - All aspects of asbestos eradication work shall be conducted in accordance with the N.S.W. *Occupational Health and Safety Act 2000*, the Occupational Health and Safety (Asbestos Removal Work) Regulation 1996 and the N.S.W. *Construction Safety Act 1912* Regulations concerning construction work involving asbestos and asbestos cement.

Rate of Pay - in addition to the rates prescribed in this award an employee engaged in asbestos eradication (as defined) shall receive the amount set in Item 33 of Table 2, per hour worked in lieu of special rates as prescribed in clause 11, Special Rates, with the exception of subclauses (iv), Hot Places, (vii), Swinging Scaffold, and (viii), Spray Applications.

Other Conditions - The conditions of employment, rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the award, as varied, from time to time.

12. Maintenance of Existing Service and Personal Allowances

- (i) An employee covered by this award who at the date this award took effect was employed by the NSWFB and who was then being paid a service allowance and/or personal allowance shall continue to be paid such service allowance and/or personal allowance in addition to all other payments to which the employee is entitled under this award so long as the employee remains subject to the provisions of this award.
- (ii) Such service and personal allowance shall be part of the weekly wage of the employee for all purposes of this award.
- (iii) Except as provided by paragraph (i), of this clause no employee of the NSWFB covered by this award shall be paid any service allowance.

13. Overtime and Penalty Rates

- (i) Subject as otherwise provided in this award, all time worked in excess of the ordinary weekly hours of work shall be overtime and shall be paid for at the rate of time and one-half for the first 2 hours, and double time thereafter.

Each day shall stand alone for the purpose of computation of overtime pursuant to this paragraph.

- (ii) All time worked on a Saturday shall be at the rate of time and one-half for the first 2 hours and double time thereafter, provided that where in any case of emergency an employee called out for work after 12 noon on Saturday shall be paid at the rate of double time.
- (iii) All time worked on a Sunday shall be at the rate of double time and all time worked on a Public Holiday shall be at the rate of double time and one-half.
- (iv) For the purpose of computing the hourly rate the weekly rate shall be divided by the number of ordinary hours per week prescribed for each employee.
- (v) An employee required to work 2 hours or more overtime immediately after the usual ceasing time shall be allowed a meal break of 20 minutes, which shall be paid for at the appropriate overtime rate.
- (vi) The meal break shall be taken at the commencement of the overtime period or later by mutual arrangement with the officer for the time being in charge and the employee.
- (vii) An employee working overtime shall be allowed a meal break of 20 minutes to be paid for at the appropriate overtime rate, after each 4 hours of overtime actually worked, provided that the employee is required to work at least a further 1 hour after the said 4 hours actually worked.

- (viii) An employee whose ordinary hours do not include Saturday or Sunday or a public holiday shall be allowed meal breaks with pay only in respect of time worked outside what would be the usual hours of duty on an ordinary working day.
- (ix) Call back - Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- (x) An employee may be directed by the NSWFB to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (1) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to employee health and safety,
 - (3) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the NSWFB regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - (5) any other relevant matter.

14. Meal Allowance

An employee required to work overtime for one and a half hours or more shall be paid the amount set in Item 34 of Table 2 for a meal and after the completion of each four hours on continuous overtime shall be paid the amount also set in Item 34 for each subsequent meal in addition to his overtime payment, but such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

An employee whose ordinary hours do not include a Saturday or Sunday or public holiday, shall receive the meal allowance prescribed by this clause when the time is worked outside what would be the usual hours of duty on an ordinary working day.

15. Travelling Time and Fares

- (i) an Employee Shall be Required to Proceed to His Headquarters and to Return to His Or Her Home at Ordinary Starting and Ceasing Time at Least Once on Each Ordinary Working Day in the Employee's Own Time and Expense.
- (ii) An employee other than an employee classified as a builder's labourer and who is required to work temporarily or is transferred to work temporarily at a point distant from his or her headquarters shall be paid travelling time for such period at the rate set out in Item 35 of Table 2 for each day to compensate for excess fares and travelling time to and from places or work, provided that the allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employee in which case an allowance also set in Item 35 of Table 2 per day shall be paid.
- (iii) An employee classified as a labourer-builder shall be paid the amount also set in Item 35 of Table 2 per day as a fare allowance and travelling allowance for travel patterns and costs peculiar to the industry which includes mobility requirements on employees and the nature of employment on construction work.
- (iv) Subject to the foregoing provisions, a fare shall be deemed to have been incurred if the employee has used a bicycle or other means of locomotion or has walked instead of using public conveyance.

- (v) Excess travelling time and fares shall not be payable in the case of an employee permanently transferred or appointed to a new headquarters, in which case the new location shall become headquarters for the purpose of this clause from the date of attachment to the new location.
- (vi) Where an employee is sent during working hours from one location to another, the NSWFB shall pay all travelling time and fares incurred in addition to the amount it may be liable to pay under this clause.

16. Travelling Expenses

An employee while travelling upon the business of the NSWFB away from their accustomed workshop shall be paid:

- (i) Reasonable expenses incurred for accommodation and meals whilst so travelling.
- (ii) The cost actually incurred for travel by aircraft, rail, road, boat or otherwise.
- (iii) Vouchers shall show the employee's movements on each day and state times of his or her departure and arrival.
- (iv) Travelling expenses to be incurred pursuant to this clause shall, if requested, be paid to the employee concerned in cash on the last working day prior to departure.

17. Annual Leave

- (i) Every employee shall be entitled to four weeks leave of absence, exclusive of public holidays, on the completion of each 12 months service, such leave shall be taken within 6 months after it becomes due, and reasonable notice be given by either party when leave is to commence.
- (ii) Where an employee with one or more months' service but less than 12 months' service is discharged, dismissed, resigns, retires or dies, the employee or their legal personal representative shall be paid for each completed week of service an amount equal to one-twelfth of the employee's ordinary weekly rate payable at the date of the termination of service.
- (iii) After the first completed year of service annual leave shall accrue at the rate of one and two-third days for each completed month of service.

18. Annual Leave Loading

- (i) Employees shall be granted an annual leave loading equivalent to 17 1/2 per cent of four weeks' ordinary salary or wages.
- (ii) The full entitlement to the loading on annual leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion sufficient annual leave is taken to permit an absence from duty of at least two consecutive weeks after 1 December in any year.

The loading will apply only to leave accrued in the year ending the preceding 30 November, up to a maximum of four weeks. Leave and salary records are then to be endorsed to indicate that payment of the annual leave loading for the year ended 30 November previous has been made.

- (iii) In the event of no such absence occurring by 30 November of the following year, the employee being still employed, is to be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November to the previous leave year notwithstanding that the employee has not entered on leave. The leave and salary records are to be endorsed to indicate that payment of the annual leave loading for the previous leave year has been made.
- (iv) There shall be a leave year ending 30 November in every year. The above scheme will first apply to leave taken on or after 1 December 1974, being leave accrued during the 12 month period to 30 November 1974.

- (v) The annual leave loading is not payable when an employee is granted annual leave to the employee's credit, or the monetary value thereof, on resignation, retirement, termination of employment, dismissal, etc.
- (vi) Broken service during a year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- (vii) Rate of Payment - The annual leave loading is to be calculated on the salary or wage rate paid for the leave when taken, i.e., new rates granted by award, agreement, determination, national wage case decision, increment, etc., during the period of leave are to be taken into account unless otherwise prescribed by award or agreement and, if necessary, retrospective adjustment of the loading is to be made. Where payment is made as at 30 November, because no period of two weeks leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
- (viii) Provided adequate notice is given, the annual leave loading will be paid prior to entry on leave, normally at the same time as the advance on salary or wages.
- (ix) In the case of an employee sent on annual leave pending an inquiry into the employee's services, the annual leave loading is not to be paid.
- (x) Retrospective payments will be made to employees who have qualified to receive payment of the annual leave loading since 1 December 1974.

19. Holidays

- (i) Subject to subclause (ii) of this clause, the days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Bank Holiday (in lieu of picnic days), Labour Day, Christmas Day, Boxing Day and/or specially proclaimed holidays in any year are observed shall be holidays. An employee shall be entitled to these holidays without loss of pay.
- (ii) An employee who is absent from duty without reasonable cause on the working day prior to and/or the working day following any holiday shall not be entitled to payment for such holiday.

20. Long Service Leave

- (i) Long Service Leave, calculated from the date of appointment to the service, shall accrue in accordance with the following entitlement:
 - (a) After service for 10 years, leave for 2 months on full pay or 4 months on half pay.
 - (b) After service in excess of 10 years:
 - (1) leave pursuant to paragraph (a), of this subclause; and
 - (2) in addition, an amount of leave proportionate to the length of service after 10 years.

Long Service Leave shall not include annual leave but shall include public holidays occurring during the period when such leave is taken.

- (ii)
 - (a) Where the service of an employee with at least 5 years' service and less than 7 years' service is terminated by the NSWFB for any reasons or by the employee on account of illness, incapacity or domestic or other pressing necessity, the employee shall be entitled after 5 years' service to one month's leave on full pay and for service after 5 years', to a proportionate amount of leave on full pay calculated on the basis of 3 months leave for 15 years' service.

- (b) In the event of the death of an employee the value of long service leave due shall be paid to such dependants as the NSWFB shall determine.
 - (c) In the event of the termination of the employment of an employee for any reason other than death the money value of long service leave due to the employee shall be paid to such employee as a gratuity.
 - (d) Long service leave as provided by this clause, shall, subject to the exigencies of the service, be granted by the NSWFB as and when such leave becomes due (i.e. after 7 years) or at any time thereafter; provided that notice in writing of intention to take such leave shall be given to the NSWFB by the employee concerned at least 30 days before the date on which the employee desires that such leave should commence.
- (iii) Notwithstanding anything elsewhere provided by this clause
- (a) employees may apply to take pro-rata Long Service leave after the completion of (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.
 - (b) employees may apply to take a period of Long Service leave at double pay provided that:
 - (1) The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
 - (2) The employees' leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.
 - (3) Other leave entitlements, e.g. recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.
 - (4) Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at that single time rate.
 - (c) Where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of leave.
 - (1) In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

21. Sick Leave

- (i) An employee shall be allowed 15 working days sick leave with pay within each 12 months period of entitlement; provided, however, that all such sick leave in excess of three days within each period shall only be granted on the submission of a medical certificate which shall be to the satisfaction of the NSWFB.
- (ii) Sick leave not taken shall be cumulative to a maximum period of 120 days but payment of the monetary equivalent of sick leave not taken shall not be made.
- (iii) Where an employee with ten or more years' service has taken all sick leave entitlement, the NSWFB may, at its discretion, grant further sick leave with or without pay.

22. Bereavement Leave

- (i) In no way restricting the right of the NSWFB to grant leave for compassionate reasons in other circumstances, an employee shall, on the death within Australia of a wife, husband, parent, brother, sister, child, stepchild, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-

law or grandchild, be entitled, on notice, to leave up to and including the day of the funeral of such relation and such leave shall be without deductions of pay for a period not exceeding two ordinary working days. Proof of such death, shall, if requested, be furnished by the employee to the satisfaction of the NSWFB; Provided, however, that this clause shall have operation whilst the period of entitlement to leave under it coincides with any other period of entitlement to leave.

- (ii) For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto spouse.
- (iii) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in clause 22 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 31.1.3 (ii) of clause (31) Personal Carers Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

23. Clothing

- (i) Clothing, tools or any articles issued to employees shall be worn or used only in the course of their duties.
- (ii) Clothing or other articles shall be issued to such employee as the NSWFB approves where in its opinion such clothing or article is necessary for:
 - (a) Uniformity of appearance,
 - (b) Protection against material which destroy or damage ordinary clothing,
 - (c) Protection against weather, and
 - (d) Protection against injury to the employee
- (iii)
 - (a) An employee shall be responsible for the care and upkeep of any clothing issued and new clothing shall not be issued until the previous clothing has been returned to the store and its loss satisfactorily accounted for.
 - (b) An employee shall also be responsible for tools, equipment and other articles issued or for their loss or damage through misuse or negligence.
 - (c) An employee shall replace any such clothing, tools, equipment or other articles so lost or damaged through the employee's misuse or negligence or pay such amount in respect thereof which the NSWFB shall determine.
 - (d) Where full uniform is supplied by the NSWFB and is required to be worn by an employee and such uniform becomes soiled or damaged in the execution of duty so as to require dry cleaning or repairs, such dry cleaning and repairs shall be done at the expense of the NSWFB.

24. Insurance of Tools

- (i) In respect of those employees entitled under this award to a tool allowance the NSWFB shall insure, and shall keep insured against loss or damage by fire whilst on the employer's premises, such tools of the employee which are used by him/her in the course of his/her employment. The employee shall if requested to do so furnish the NSWFB with a list of his/her tools so used.
- (ii) Any such employee shall be entitled to be reimbursed for the loss of tools up to the value set out in Item 36 of Table 2, provided such tools are lost by theft from a breaking and entering outside working hours while the tools are stored at the NSWFB's direction on the job.

25. Procedure on Charge

- (i) When an employee is summoned to appear before a Senior Officer or before the NSWFB on a charge, appeal, or other formal inquiry not being a preliminary investigation, the employee shall be given particulars; in writing, of the charge or allegation if any, against the employee at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry and shall be allowed access, personally or by a representative duly authorised by the employee in writing to all or any of the official papers, correspondence or reports of the NSWFB relating to the charge, appeal or subject to the said inquiry.
- (ii) The employee also shall be allowed to give and call evidence on the employee's own behalf and to hear all evidence given.
- (iii) If an employee so requests, the employee may be represented by an Officer of the union before such senior officer of the NSWFB on all such occasions.
- (iv) No adverse report about an employee shall be placed among the records or papers relating to the employee or noted thereupon unless the employee concerned shall have been shown the said report which shall be evidenced by the employee's signature thereupon unless the employee refuses to sign in which case the union shall be notified by the NSWFB in writing within seven days of such refusal, and shall have been given an opportunity of replying to the report. If the employee so desires a reply shall be in writing, which, together with the adverse report, also shall be placed amongst the records or papers relating to the employee or shall be noted thereupon.
- (v) Where the NSWFB has for its own purpose caused a transcript copy of proceedings on a charge, appeal or formal inquiry to be taken, a copy of such transcript shall be supplied, free of cost, to the employee concerned, if during the hearing or at the termination of the proceedings a request therefore in writing is made by the employee.
- (vi) After the Senior Officer has announced the recommendation or when the NSWFB has made its decision as the result of a charge or an appeal the employee concerned shall be informed thereof in writing within 7 days after such announcement or decision has been made or has been given as the case may be.

26. Higher Grade Pay

An employee engaged for more than half of one day or shift on duties carrying a higher rate than the employee's ordinary classification or entitling the employee to a Leading Hand allowance shall be paid the higher rate or allowance as the case may be for such day or shift. If for less than one half of one day or shift the employee shall be paid the higher rate or allowance as the case may be for the time so worked; provided that if an employee is required to act as leading hand at the commencement of a day or shift the employee shall be paid the appropriate allowance for the whole of such day or shift.

27. Chokages

If an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe, or pump conveying offensive material or a scupper containing sewage or is required to work in a septic tank in operation the employee shall be paid an additional amount set out in Item 37 of Table 2 per day or part of a day.

28. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has 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:
 - 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*;
 - a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

"Nothing in 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".

29. Term of Employment

- (i) An employee shall give to the NSWFB and the NSWFB shall give to an employee one week's notice of termination of employment, such notice to be given from a normal pay day. This, shall not affect the right of the NSWFB to dismiss any employee without notice for inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (ii) For the purposes of meeting the needs of the industry, the NSWFB may require any employee to work reasonable overtime, including work on Saturdays, Sundays and public holidays at the rate prescribed in this award, and unless reasonable excuse exists the employee shall work in accordance with such requirements.
- (iii) In the event of wet weather, no deduction from wages shall be made subject to the following conditions:
 - (a) An employee shall continue working until such time as the officer in charge orders the employee to cease work.
 - (b) An employee shall stand by as directed by the officer in charge.

- (c) An employee shall report for duty as directed.
- (iv) The absence of an employee from work for a continuous period exceeding five working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.

Provided that if within a period of 14 days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the NSWFB that the absence was for reasonable cause, the employee shall be deemed to have abandoned employment.

Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

- (v)
 - (a) No payment in respect of wages, annual leave or long service leave shall be assigned or charged to any person but shall be paid to the employee entitled thereto, or may be paid to the employee entitled thereto, or may be paid to a person authorised by the employee to receive the same.
 - (b) The NSWFB shall be entitled to deduct out of an employee's wages such sum as the employee requests in writing in respect of contributions or payments for purposes approved by the NSWFB.

30. Dispute Resolution Procedure

- (i) The aim of these procedures is to ensure that industrial grievances or disputes are prevented, or resolved as quickly as possible, and at the lowest level possible in the workplace.
- (ii) Subject to the provisions of subclause (vii) of this clause, the parties agree to exhaust the conciliation process before considering step 30(v)(a). It is agreed that the parties will not deliberately frustrate or delay these procedures.
- (iii) The figures shown in brackets in subclauses 30(v)a, to 30(v)c, represent the maximum number of hours allowed for each step before the matter must proceed to the next step. Such maximum number of hours is not to include weekly rostered days off.
- (iv) While subclause 30(iii) refers to the maximum number of hours allowed for each step, every effort is to be made by the parties involved at each step to resolve the matter as quickly as possible. Further, the maximum number of hours referred to in each step may be extended, but only with the agreement of all of the parties involved.

Procedures/Steps.

- (v) Immediately when an industrial grievance or dispute arises, or is considered likely to occur, the matter is to be discussed between the employees specified in subclause 30(v)(a). Failing resolution of the matter at this level, the matter is to be discussed, in order, between the employee(s)/representative(s) specified in Steps 30(v)(b) to 30(v)(d) inclusive. If the matter remains unresolved at the conclusion of Step 30(v)d then, if necessary, the procedure prescribed at 30(v)(e) may be followed.
 - (a) Staff member(s) concerned,
- immediate Supervisor.

(48)

- (b) Staff member(s) concerned,
 - The Union delegate or the representative of the staff member(s) concerned,
 - The immediate Supervisor.
 (48)
- (c) Staff member(s) concerned,
 - The Union delegate or the representative of the staff member(s) concerned,
 - Immediate Supervisor,
 - Relevant Branch Manager,
 - Representative of the Industrial Relations section.
 (48)
- (d) The Union delegate and/or union official or representative of the staff member(s) concerned,
 - Relevant Branch Manager,
 - Relevant director (or equivalent),
 - Representative of the Industrial Relations section.
- (e) Failing resolution at the level referred to in subclause 30(v)d, the matter may be referred by either party to the Industrial Relations Commission.
- (vi) 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 employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- (vii) The parties agree that normal work will continue, except where an immediate danger exists, without disruption while the procedures specified in the clause are followed.
- (viii) While discussions are taking place in relation to safety issues, employees are to perform any other work, within their classification (or a cross-classification as provided for in clause 9, Multi-Skilling of the New South Wales Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2007) that can be carried out in a safe manner.

31. Personal / Carer's Leave - August 1996

31.1 Use of Sick Leave -

31.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 31.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 21 of the 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.

31.1.2 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.

31.1.3 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 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

- (c) a child or an adult child (including and 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 defacto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

31.1.4 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.

31.2 Unpaid Leave for Family Purpose -

31.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 31.1.3(ii) above who is ill.

31.3 Annual Leave -

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

31.3.2 Access to annual leave, as prescribed in paragraph 31.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

31.3.3 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.

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

31.4 Time Off in Lieu of Payment for Overtime -

31.4.1 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.

31.4.2 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.

31.4.3 If, having elected to take time as leave in accordance with paragraph 31.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

31.4.4 Where no election is made in accordance with paragraph 31.4.1, the employee shall be paid overtime rates in accordance with the award.

31.5 Make-up Time -

31.5.1 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.

31.5.2 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.

31.6 Rostered Days Off -

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

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

31.6.3 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.

31.6.4 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.

31.7 Personal Carers Entitlement for casual employees

31.7.1 Subject to the evidentiary and notice requirements in 31.1.2 and 31.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 31.1.3(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

32. Maternity Leave

(a) A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:

- (1) for a period up to 9 weeks prior to the expected date of birth; and
- (2) for a further period of up to 12 months after the actual date of birth.

(b) A staff member who has been granted maternity leave may, with the permission of the Department Head, take leave after the actual date of birth:

- (1) full-time for a period of up to 12 months; or

- (2) part-time for a period of up to 2 years; or
- (3) as a combination of full-time and part-time over a proportionate period of up to 2 years.
- (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (d) A staff member who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (e) If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Public Sector Employment and Management Act 2002*.
- (f) A staff member who:
 - (1) applied for maternity leave within the time and in the manner determined by the Department Head; and
 - (2) prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay, or the period of maternity leave taken, whichever is the lesser period.
- (g) Except as provided in paragraph (f) of this subclause, maternity leave shall be granted without pay.

33. Parental Leave

- (a) A staff member is entitled to take parental leave in respect of each pregnancy of the spouse or partner as follows:
 - (1) short parental leave - an unbroken period of one week at the ordinary rate of pay, or 2 weeks at half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy;
 - (2) extended parental leave - for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in subparagraph (1) of paragraph (a) of this subclause in order to assume the primary care giving responsibilities.
- (b) Extended parental leave may commence at any time up to 2 years from the date of birth of the child.
- (c) A staff member who has been granted parental leave may, with the permission of the Department Head, take such leave:
 - (1) full-time for a period not exceeding 12 months; or
 - (2) part-time over a period not exceeding 2 years; or
 - (3) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (d) A staff member who resumes duty immediately on the expiration of parental leave shall:
 - (1) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (2) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member

shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Public Sector Employment and Management Act 2002*.

- (e) Except as provided in paragraph (a) (1) of this subclause, parental leave shall be granted without pay.
- (f) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (g) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

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

34. Adoption Leave

- (a) A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
 - (1) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (2) for such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
- (b) A staff member who has been granted adoption leave may, with the permission of the Department Head, take leave:
 - (1) full-time for a period not exceeding 12 months; or
 - (2) part-time over a period not exceeding 2 years; or
 - (3) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (c) Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- (d) A staff member who resumes duty immediately on the expiration of adoption leave shall:
 - (1) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (2) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Public Sector Employment and Management Act 2002*.
- (e) A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at the ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
 - (1) applied for adoption leave within the time and in the manner determined by the Department Head; and
 - (2) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- (f) Except as provided in paragraph (e) of this subclause, adoption leave shall be granted without pay.

- (g) Special Adoption Leave - A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service.

35. Family and Community Service Leave

- (a) The Department Head shall grant to an employee some or all of the available family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.
- (b) Such cases may include but not be limited to the following:
- (1) compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - (2) emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (3) emergency or weather conditions, such as when flood, fire or snow or disruption to utility services etc. threaten property and/or prevent an employee from reporting for duty;
 - (4) attending to family responsibilities such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
 - (5) attendance at court by an employee to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;
 - (6) attendance at a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and
 - (7) absence during normal working hours to attend meetings, conferences or to perform other duties, for an employee holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (c) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be the greater of the leave provided in subclauses (1) or (2) of this clause.
- (1) 2½ of the employee's working days in the first year of service and, on completion of the first year's service, 5 of the employee's working days in any period of 2 years; or
 - (2) After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of family and community service leave previously granted to the employee.
- (d) If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as described in 31.1.3 of clause 31, Personal/Carer's Leave - August 1996, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- (e) In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 31.1.3 of clause 31 of this award shall be granted when paid family and community service leave has been exhausted.

36. Trade Union Leave

The granting of leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below:

- (a) annual or biennial conferences of the delegate's union;
- (b) meetings of the union's Executive, Committee of Management or Councils;
- (c) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by Unions NSW involving a public sector trade union which requires attendance of a delegate;
- (e) attendance at meetings called by the DPE, as the employer for industrial purposes, as and when required;
- (f) giving evidence before an Industrial Tribunal as a witness for the trade union;
- (g) local meetings between the Union and Management.

37. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award published 9 July 2004 (345 I.G. 271). The award published 9 July 2004 rescinded and replaced the Fire Brigade (Maintenance, Construction and Miscellaneous Staff Award published 9 February 2001 (322 I.G. 47), as varied.

The award published 9 February 2001 rescinded and replaced the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award published 9 March 1977 and reprinted 15 November 1991 (265 I.G. 1518), and all variations thereof and the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) 1994 Expense Related Allowances Award published 5 July 1996 (293 I.G. 853) 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 I.G. 359) take effect on and from 30 November 2007.

Rates of pay and wage related allowances expressed in this Award have a nexus with the Crown Employees Wages Staff (Rates of Pay) Award 2007, or any successor Award.

This Award shall apply to all employees in the classifications specified in Part B, Table 1 - Wages in the employment of the New South Wales Fire Brigades. 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- Wages

Clause 3, Rates of pay # Classification	From 1/07/2007 + 4% \$
(a) Electrical Department - Automotive Electrical	814.00
Battery Fitter	814.00
Electrical Fitter	814.00

Electrical Mechanic		814.00
Electronic Technician -	1st year	964.70
	2nd year	984.50
	3rd year	1011.80
	4th year	1032.80
Instrument Maker		852.40
Radio Mechanic		814.00
Telephone Mechanic		814.00
Trades Assistant (Electrical Department)		653.70
Labourer-General (Electrical Department)		526.40
(b) Workshops Department -		
Blacksmith/Welder		771.10
Bodymaker		763.20
Draughtsperson -	1st year	705.00
	2nd year	736.30
	3rd year	771.10
	4th year	814.00
	Thereafter	852.40
Welder		771.10
Fitter and/or Turner		742.10.
Motor Mechanic		763.20
Motor Trimmer		763.20
Painter (Vehicle)		763.20
Panel Beater		763.20
Signwriter (Vehicle)		742.10
Trades assistant (Mechanical Workshops)		630.70
Labourer - General (Mechanical Workshops)		526.40
(c) Boot Factory - Bootmaker		736.30
(d) Building Maintenance Department -		
Draughtsperson Building services		
1st year		814.00
2nd year		829.00
3rd year		844.20
4th year		859.20
Thereafter		882.80
Plumber		771.10
Bricklayer		763.20
Carpenter		763.20
Painter		763.20
Plasterer		763.20
Labourer - Builders		749.50
(e) Cleaner -		675.40
Stores Assistant		711.00
Sailmaker		742.10
(f) Transport Assistant		756.90
(h) Hose Repair Department - Hose Assembler and		
Repairer		705.00

Table 2 - Other Rates and Allowances

Item Number	Clause 6, Additional Wage Rates	As at 01/07/2007 +4% \$
1	(i) Electricians; An electrician who is the holder of A Grade Licence (per week) B Grade Licence (per week)	36.00 19.40

2	(ii) Lead Burner - The ordinary rates for lead shall be calculated by adding to the rate prescribed for journey person Plumbers in this award (per hour)	0.67	
3	(iii) (a) Plumber when required to act on a Plumbers Licence (per hour)	0.95	
4	(b) When required to act on a Gasfitters Licence (per hour)	0.95	
5	(c) When required to act on a Drainers Licence (per hour)	0.79	
6	(d) When required to act on a Plumbers and Gasfitters Licence (per hour)	1.27	
7	(e) When required to act on a Plumbers and Drainers Licence (per hour)	1.27	
8	(f) When required to act on Gasfitters and Drainers Licence (per hour)	1.27	
9	(g) When required to act on a Plumber's, Gasfitter's and Drainer's Licence (per hour)	1.72	
10	(iv) Electric Welding Certificate (per hour)	0.54	
11	(v) Computing Quantities (per day)	4.26	
12	(vi) Certificate of Registration (per hour)	0.63	
	Clause 7, Leading Hands		
13	(i) in charge of up to and including 5 employees (per week)	37.10	
14	(ii) in charge of more than 5 employees and up to and including 10	47.50	
15	(iii) in charge of more than 10 employees (per week)	62.00	
16	Clause 9, Tool Allowance - Classification	Tool allowance per week \$	
	Blacksmith/Welder	24.20	
	Body maker	24.20	
	Bricklayer	17.10	
	Carpenter	24.20	
	Fitter and/or Tuner	24.20	
	Motor Mechanic	24.20	
	Motor Trimmer	24.20	
	Painter	5.80	
	Panel Beater	24.20	
	Plasterer	20.00	
	Plumber	24.20	
	Welder	24.20	
	Automotive Electrician	14.40	
	Battery Fitter	14.40	
	Electrical Fitter	14.40	
	Electrical Mechanic	14.40	
	Electronic Technician	14.40	
	Instrument Maker	14.40	
	Radio Mechanic	14.40	
	Telephone Mechanic	14.40	
17	Clause 10, Fire Equipment Allowance	Trades Staff \$	Non Trades Staff \$
	After completion of one year's continuous service (per week)	6.20	4.60
	After completion of two year's continuous service (per week)	12.00	9.30

	After completion of three year's continuous service (per week)	18.20	13.70
	Clause 11, Special Rates		
18	(i) Confined Spaces (per hour)	0.73	
19	(ii) Dirty Work (per hour)	0.58	
20	(iii) Height Pay		
	(a) Employees working at height of 7.5m (per hour)	0.63	
	For each additional 3m (per hour)	0.13	
	(b) Plasterers working on swing scaffold (per hour)	0.63	
21	(iv) Hot Places (per hour)	0.58	
22	(v) Insulation Material - Pumice or other (per hour)	0.58	
	Silicate (per hour)	0.73	
23	(vi) Wet Places - Water other than rain (per hour)	0.58	
	Plumber in the rain (per hour)	0.58	
	Knee deep water/mud (per day)	4.66	
24	(vii) Swinging Scaffolds for the first four hours or any portion thereof, and For each hour thereafter	4.26 0.87	
	Plasterers working on swing scaffold (per hour)	0.13	
25	(viii) Spray applications (per hour)	0.59	
26	(ix) Roof work (per hour)	0.73	
27	(x) Electric Welding (per hour)	0.21	
28	(xi) Explosive Powered Tools (per day)	1.96	
29	(xii) Scaffolding Rigging (per hour)	0.58	
30	(xv) Distant Places- West and North of State Highway 17 etc (per day)	0.99	
	Western Division (per day)	1.61	
	Snowy River to Dalgety etc (per day)	1.61	
31	(xvi) Applying Obnoxious Substances epoxy based materials (per hour)	0.73	
	Not air conditioned (per hour)	0.50	
	Employees working in close proximity (per hour)	0.57	
32	(xvii) Painters - burning off paint and applying the first coat (per hour)	0.57	
33	(xviii) Asbestos Eradication (per hour)	1.96	
34	Clause 14, Meal Allowance (per meal)		
	After 1.5 hours overtime	10.90	
	Each 4 hours thereafter	9.10	
35	Clause 15, Travelling Time and other Fares (per day)		
	Other than Builders' Labourers	18.40	
	Employer providing transport	7.40	
36	Clause 24, Insurance of Tools Maximum claim for loss of tools	1,402.00	
37	Clause 27, Chokages (per day or part of a day)	6.04	

J.D. STANTON, Commissioner

CROWN EMPLOYEES (OFFICE OF THE WORKCOVER AUTHORITY - INSPECTORS 2007) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by WorkCover New South Wales.

(No. IRC 2041 of 2007)

Before Commissioner Murphy

23 November 2007

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Salaries and Allowances
5.	Conditions of Employment
6.	Hours
7.	Flexible Working Hours Scheme
8.	Overtime
9.	Excess Travelling Time
10.	Annual Leave Loading
11.	Sick Leave - Mutual Leave Fund
12.	After Hours Response Service
13.	Motor Vehicles
14.	Deduction of Union Membership Fees
15.	Classification Structure
16.	Competency Assessment
17.	Entry Level Inspector
18.	Progression as an Inspector
19.	Progression to Senior Inspector or Principal Inspector
20.	Progression to Assistant State Inspector or State Inspector
21.	Grievance Handling and Dispute Settling Procedure
22.	Anti-Discrimination
23.	No Extra Claims
24.	Area, Incidence and Duration

PART B

MONETARY. RATES

Table 1 - Inspector Classification and Salary Scales

Table 2 - After Hours Response Service Allowances

Table 3 - Salary Scales - Transitional Adjustments

PART A

1. Title

This award will be known as the Crown Employees (Office of the WorkCover Authority - Inspectors 2007) Award.

2. Definitions

"Contract hours" for a full time Inspector, means one fifth of ordinary working hours as prescribed in this award and, for a part time Inspector, means the hours usually worked on the day.

"Competencies" refer to the national competency standards assigned by WorkCover at specific classification levels.

"Daily span of hours" means, for an Inspector required to work flexible hours, the hours that fall within the bandwidth of the flexible working hours scheme of this award, which do not attract payment for overtime and, for an Inspector required to work standard hours, the contract hours defined in this award.

"Inspector" means an officer or employee employed in WorkCover under Chapter 2 the *Public Sector Employment and Management Act 2002* who occupies a position classified in the Inspector Classifications identified in Table 1 of this award.

"Level" means the salary levels specified in Table 1 of this award.

"Memorandum of Understanding" means the document referred to in this award that specifies the understanding between the parties of the benefits to the parties through the operation of the award, the implementation of the award and the administration of the award.

"Salary scale" means the set of salaries payable under this award and specified in Table 1 of this award.

"Standard hours" are the set and regular hours of WorkCover's operations as determined by WorkCover.

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

"WorkCover" means the Chief Executive Officer of the Office of the WorkCover Authority delegated by the Director of Public Employment under section 124 of the *Public Sector Employment and Management Act 2002* to exercise the functions of the Director of Public Employment pursuant to section 129 of that Act with respect to this award.

3. Parties

3.1 The parties to this award are:

- (a) Director of Public Employment; and
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Salaries and Allowances

4.1 For the purposes of this award, the parties note:

- (a) The former Crown Employees (WorkCover Authority - Inspectors) Award made on 28 November 2003 published 21 May 2004 (344 I.G. 523) is listed in Schedule A and Part B Monetary Rates of the Crown Employees (Public Sector - Salaries 2007) Award published 30 March 2007 (362 I.G. 404).

- (b) The Crown Employees (Public Sector - Salaries 2007) Award provides for a 4% salary increase for Inspectors from the beginning of the first pay period commenced on or after 1 July 2007.
- (c) The 4% salary increase in the Crown Employees (Public Sector - Salaries 2007) Award is the final pay increase arising from the agreement entered into on 21 December 2004 between the New South Wales Government and the Association.
- (d) The increases provided by this award include:
 - i. A compensatory increase of \$4,500 per annum effective from the first pay period commencing on or after 16 November 2006, for changes to the Private Use Motor Vehicle Scheme included in the Memorandum of Understanding.
 - ii. Increases that introduce a new salary structure that provide incremental steps comprising -
 - A. Variable increases, effective from the first pay period commencing on or after 16 November 2006, to establish the differentials for the new incremental salary rates.
 - B. The 4% increase in allowances payable under the Crown Employees (Public Sector - Salaries 2007) Award paid under that award, effective from the first pay period to commence on or after 1 July 2007.

4.2 The parties agree that:

- (a) The increases referred to in 4.1(d) above are included in the following tables as follows:
 - i. Table 1 - All salary increases specified in 4.1(d).
 - ii. Table 2 - The increases in allowances specified in 4.1(d) ii. B.
- (b) During the term of this award, variation to the salaries and allowances included in the Tables to this award by way of salary increases or other benefits will be those applied by the Crown Employees (Public Sector Salaries - 2007) Award, or a replacement award.
- (c) The adjustment of an Inspector's salary to the new incremental salary rates referred to in 4.1(d) ii. A, is to be in accordance with Table 3.

5. Conditions of Employment

- 5.1 The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 apply to an Inspector except for the following provisions in this award, which replace any respective counterpart provision applying within the relevant clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006:
- (a) Flexible working hours.
 - (b) Overtime and overtime meal allowances.
 - (c) Excess travelling time.
 - (d) Annual leave loading.
 - (e) Sick leave with respect to the Mutual Leave Fund.
- 5.2 In the event of any inconsistency or ambiguity that may arise in the application of this award, the relevant provisions of this award will apply before the relevant provisions of Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

6. Hours

- 6.1 The ordinary working hours of an Inspector are 38 hours per week, Monday to Friday.
- 6.2 An Inspector's contract hours for one day are equivalent to 7 hours and 36 minutes, which are used to calculate leave entitlements and for WorkCover to determine the standard hours for an Inspector.
- 6.3 An Inspector's daily span of hours will be either the bandwidth specified under the flexible working hours scheme of this award or the standard hours determined by WorkCover.

7. Flexible Working Hours Scheme

- 7.1 The Workcover Authority Flexible Working Hours Agreement will apply to all Inspectors working under this award.
- 7.2 Extended Bandwidth
- (a) Extended Bandwidth starts at 6:00am and ends at 10.00pm, and its use is subject to WorkCover's discretion and agreement between the Inspector and their supervisor.
 - (b) An Inspector may, within the extended bandwidth and with the approval of their supervisor, choose to work more than the maximum number of 12 hours on a nominated day, which is to be recorded as part of flexible working hours.
 - (c) Where an Inspector is directed to work for more than the maximum 10.5 hours on a nominated day, overtime will apply.

8. Overtime

- 8.1 Eligibility for overtime:
- (a) An Inspector will be eligible for overtime if they have been directed by their supervisor to work -
 - i. more than 10.5 hours in one day; or
 - ii. before 6:00am or after 10:00pm; or
 - iii. on a Saturday, Sunday or public holiday.
 - (b) Hours worked under the extended bandwidth will not of itself result in overtime, unless the conditions in (a) apply.
 - (c) An Inspector who is rostered for the After Hours Response Service when "called out" to attend an incident shall be paid a minimum of 3 hours at double time per each separate incident.
- 8.2 An Inspector may be directed to work overtime, provided it is reasonable for the Inspector to be required to do so. An Inspector may refuse to work overtime in circumstances where the working of such overtime would result in the Inspector working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the Inspector's prior commitments outside the workplace, particularly the Inspector's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to the Inspector's health and safety,
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,

- (d) the notice (if any) given regarding the working of the overtime, and by the Inspector of their intention to refuse overtime, or
- (e) any other relevant matter.

8.3 Overtime is to be calculated using the formula

$$\frac{\text{Annual Salary} \div 52.17857}{35} = \text{Hourly Rate}$$

8.4 Overtime Meal Allowances:

- (a) The overtime meal allowances for breakfast, lunch and dinner specified in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 will apply.
- (b) Breakfast Allowance - Inspectors are eligible for the allowance for breakfast when they have been directed to work before 6.00am and an expense is actually incurred.
- (c) Lunch Allowance - Inspectors are eligible for the allowance for lunch when they have been directed to work on a Saturday, Sunday or public holiday and commence before 8.30am and finish after 1.30pm or commence after 8.30am and finish after 2.00pm and an expense is actually incurred.
- (d) Dinner Allowance - Inspectors are eligible for the allowance for dinner when they have been directed to work after 6.30pm and an expense is actually incurred.

8.5 Meal breaks are in an Inspector's own time and are not counted towards an Inspector's work time or for the payment of overtime or the accrual of flexible working hours.

9. Excess Travelling Time

9.1 Excess travelling time is the time taken for an Inspector to travel to a work location that is in excess of the time normally taken for the Inspector to travel between their home and their office.

9.2 Compensation for excess travelling time applies when:

- (a) the travel is required to perform WorkCover duties; and
- (b) the travel has had prior approval; and
- (c) the excess travelling time amounts to at least 15 minutes on any one day outside the daily span of hours after deducting the time normally taken for an Inspector to travel between their home and their office.

9.3 Excess travelling time undertaken during the Extended Bandwidth will accrue as hours worked under flexible working hours.

9.4 Excess travelling time undertaken outside the Extended Bandwidth of before 6.00am or after 10.00pm Monday to Friday, or on a Saturday, Sunday or public holiday, or on a non-working day, will be compensated by payment or by leave in lieu at the Inspector's ordinary rate of pay.

9.5 WorkCover will decide which type of compensation to grant, having regard to the needs of the Inspector and WorkCover.

10. Annual Leave Loading

10.1 The salary rates in Table 1 to this award include an amount of 1.5% of the relevant rate to reflect the annualisation of leave loading.

11. Sick Leave - Mutual Leave Fund

- 11.1 This award continues the WorkCover Inspectors' Mutual Leave Fund (the Fund).
- 11.2 The Fund is an additional entitlement to an Inspector's annual sick leave entitlements and will operate as follows:
- (a) Unless otherwise agreed between the parties, a contribution of three days sick leave will be made from an Inspector's annual sick leave entitlement on 1 January each year and pooled in the Fund.
 - (b) These pooled days will accumulate for the life of this award.
 - (c) An Inspector with less than five days sick leave on the 1 January will not be required to contribute any days sick leave for that year but will be required to contribute no more than three days sick leave on 1 January of the following year.
 - (d) Contributions from an Inspector's annual sick leave entitlement -
 - i. will cease when the maximum number of pooled days reaches 2,100 days or more; and
 - ii. will re-start when the number of pooled days reaches 1,500 days or less.
 - (e) An Inspector will be notified regarding further contributions from their annual sick leave entitlement when the minimum number of pooled days has been reached.
 - (f) If the Fund is discontinued for any reason, the accumulated sick leave days will be re-credited to the Inspector's sick leave entitlement to the extent of the contributions made, less the number of days paid to the Inspector from the Fund.
 - (g) An Inspector who transfers to a position within WorkCover not covered by this award, or transfers elsewhere in the Public Service, will have re-credited to the Inspector's sick leave entitlement, the contributions made less the number of days paid to the Inspector from the Fund.
 - (h) An Inspector is entitled to claim from the Fund when -
 - i. their accumulated and annual sick leave entitlement is exhausted; and
 - ii. they have been absent from work due to sickness or injury for 10 consecutive working days, as a qualifying period.
 - (i) WorkCover may, subject to the circumstances of the case such as part time absences for treatment of a chronic illness, reduce or waive the requirement for an Inspector to have been absent from work for the qualifying period of 10 consecutive working days.
 - (j) An Inspector is entitled to claim from the Fund for all days absent from work through sickness or injury, including the 10 consecutive working days qualifying period.
 - (k) A medical certificate must support all days claimed from the Fund.
 - (l) Should the Fund be unable to meet claims because of insufficient pooled days, WorkCover will underwrite any claims until the Fund receives further contributions.

12. After Hours Response Service

- 12.1 An After Hours Response Service will operate to provide a rapid response to an emergency incident that occurs outside WorkCover's standard hours and includes the Emergency Telephone and the Asbestos Demolition Response Service.

- 12.2 An Inspector who is rostered for the After Hours Response Service as the After Hours Response Manager or as a Rostered Inspector will be paid the allowances specified in Table 2 of this award.
- 12.3 An Inspector who is rostered for the After Hours Response Service when called out to attend an emergency incident will be paid a minimum of three hours overtime at double time for each separate incident.
- 12.4 Should an Inspector be called out to attend an emergency incident on a public holiday, the Inspector will be paid a minimum of three hours at double time and a half for each separate incident.

13. Motor Vehicles

- 13.1 A motor vehicle will be allocated to an Inspector as a tool of work to enable the efficient and effective operation of WorkCover services.
- 13.2 The motor vehicle allocated to an Inspector will be available for private use by the Inspector, subject to the WorkCover Motor Vehicle Private Use Scheme.
- 13.3 The parties acknowledge that motor vehicles are allocated, along with a package of conditions including a 38 hour week, to enable the efficient and effective operation of services provided by field based inspectors. WorkCover acknowledges that Inspectors originally traded a 35 hour week as well as other trade offs to obtain the conditions in this package.

14. Deduction of Union Membership Fees

- 14.1 The union shall provide WorkCover with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union shall advise WorkCover of any change to the amount of fortnightly membership fees made under its rules and any variation to the schedule of union fortnightly membership fees payable shall be provided to WorkCover at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 above, WorkCover shall deduct union fortnightly membership fees from the pay of any Inspector who is a member of the union in accordance with the union's rules, provided that the Inspector has authorised WorkCover to make such deductions.
- 14.4 Money so deducted from the Inspector's 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.
- 14.5 Unless WorkCover and the union agree to other arrangements, all union membership fees shall be deducted on a fortnightly basis.
- 14.6 Where an Inspector 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 Inspector to make a fresh authorisation in order for such deductions to continue.

15. Classification Structure

- 15.1 The Inspector Classification has two streams, Inspectorial and Managerial, which represent work of either an inspectorial nature or of a managerial nature and reflect the different types of work performed, knowledge required, problem solving skills employed and accountability levels established.
- 15.2 Appointment to and progression within the Inspectorial stream will be in accordance with the provisions contained in clauses 17, 18, 19 and 20 of this award.
- 15.3 Appointment to and progression within the managerial stream will be by merit selection.

15.4 Transfer between each stream, will be subject to the follow principles:

- (a) An Inspector in the Inspectorial Stream who is successful in being appointed to a position in the Managerial Stream will transfer to the Managerial Stream position and retain their Inspectorial Stream salary where -
 - i. their Inspectorial Stream salary is higher than the salary for the Managerial Stream position, and
 - ii. the functions and scope of the Managerial Stream position, as determined by WorkCover, enables the Inspector to continue to exercise their Inspectorial skills and knowledge in the field at the level consistent with their Inspectorial Stream salary.
- (b) An Inspector in the Managerial Stream may transfer to a position in the Inspectorial Stream provided that -
 - i. there is an identified need approved by WorkCover, and
 - ii. the Inspector holds the relevant competencies or other qualifications specified for the Inspectorial Stream position to which they are transferred; or,
 - iii. a District Coordinator who has held that position for 3 years and is approved to transfer into the Inspectorial stream may do so without the need to obtain Principal Inspector competencies. Periods of acting as a District Coordinator do not count towards the 3-year period. A District Coordinator 2 will move to the salary rate of a Principal Inspector 2.
- (c) An Inspector transferring to another position within the Inspectorial stream or within the Managerial stream will be subject to procedures determined by WorkCover following consultation with the PSA.

16. Competency Assessment

- 16.1 Progression and appointment to the Inspector Classifications of Senior Inspector, Principal Inspector, Assistant State Inspector and State Inspector will be subject to, amongst other requirements, an Inspector holding the relevant competencies specified in the Memorandum of Understanding that have been awarded by:
- (a) WorkCover in its role as a Registered Training Organisation, or
 - (b) a Registered Training Organisation conducting assessment under the auspices of WorkCover, or
 - (c) any other Registered Training Organisation having the capacity to issue a Statement of Attainment.
- 16.2 WorkCover will ensure that a policy of equal opportunity is applied so that all Inspectors are offered equal access to work of a nature that provides learning and development in the disciplines and fields of knowledge relevant to competency units. This may involve an Inspector changing groups, teams or locations to access these opportunities.
- 16.3 The parties are committed to a process of consultation on the methods to be used to assess an Inspector against a competency unit, with a view to reaching agreement on the methods adopted being:
- (a) fairly and justly applied,
 - (b) regarded by the parties as appropriate for assessment of the Inspector against the relevant competency unit, and
 - (c) consistent with the national guidelines for assessment of competency units contained in appropriate National Training Packages.

16.4 Changes to the competency units selected and assigned at each Inspector classification level:

- (a) will require the parties to consult and reach agreement to those changes.
- (b) will occur in such a way as to ensure that the competency assessment process is fair and just.
- (c) The parties are committed to a process of ensuring that the competency units selected remain relevant and appropriate to the work of an Inspector.

17. Entry Level Inspector

17.1 An entry level Inspector is an Inspector recruited to an Inspector Classification position for which they applied, on a salary level for the position that is commensurate with their skill and experience as determined by WorkCover.

17.2 Probationary appointment and confirmation:

- (a) An entry level Inspector will be appointed on probation for a period of 12 months, or such other period as directed by WorkCover, to -
 - i. undertake training for the Diploma of Government (Workplace Inspection) issued by WorkCover as a Registered Training Organisation, and
 - ii. receive instruction in the conduct and performance of an Inspector.
- (b) The entry level Inspector will be eligible for confirmation of appointment when they have -
 - i. met the standards required within the entry level Inspector's training program, which includes assignments and field activities, and have had their conduct and performance assessed as satisfactory.
 - ii. been assessed and deemed competent for the Diploma of Government (Workplace Inspection).
- (c) The entry level Inspector who has completed a period of probation in a position other than Inspector in WorkCover, or a position in another Department or other New South Wales public authority, and was confirmed in that position, will be regarded as an entry level Inspector and will be required to -
 - i. undertake the training and receive instructions as specified in (a), and
 - ii. satisfy the confirmation of appointment provisions in (b).

17.3 Should an entry level Inspector not satisfy the confirmation of appointment provisions within the 12-month period, WorkCover may extend their probation for a further period or periods considered appropriate by WorkCover to complete the confirmation of appointment requirements, subject to reasonable notice being given to the entry level Inspector.

17.4 Should an entry level Inspector fail to complete the requirements for confirmation of appointment within the extended period, WorkCover will discontinue the provision of training and instructions and will consider the future of their continued employment in WorkCover.

18. Incremental Progression

18.1 Incremental progression as an Inspector from Inspector Level 1 to Inspector Level 2 and subsequently to Inspector Level 3 will be subject to an Inspector's conduct and performance being assessed as satisfactory after a period of 12 months as an Inspector Level 1, Inspector Level 2, or Inspector Level 3.

- 18.2 Incremental progression within each of the Inspector classifications within the Inspectorial Stream other than Inspector Level 1, Inspector Level 2, or Inspector Level 3, and within the Managerial stream, will be subject to an Inspector's conduct and performance being assessed as satisfactory after a period of 24 months in the Inspector's classification.

19. Progression to Senior Inspector or Principal Inspector

- 19.1 Progression to Senior Inspector or Principal Inspector will require:
- (a) the Inspector's conduct and performance being assessed as satisfactory, and
 - (b) the Inspector holding relevant competencies for a Senior Inspector or Principal Inspector, whichever applies.

20. Progression to Assistant State Inspector or State Inspector

- 20.1 Progression to Assistant State Inspector or State Inspector will be subject to:
- (a) the Inspector holding the relevant competencies for an Assistant State Inspector or State Inspector, and
 - (b) merit selection.

21. Grievance and Dispute Settling Procedures

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

- 21.9 The staff member, or the Union on their behalf, or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 21.10 The staff member, Union, WorkCover and Director of Public Employment shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 21.11 Whilst the procedures outlined in subclauses 21.1 to 21.10 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.

22. Anti-Discrimination

- 22.1 It is the intention of the parties bound by this award to seek to achieve the objects of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 22.2 It follows that in fulfilling their obligations under the dispute resolution procedures 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 the effects and it will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of this award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to effect:
- (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 exempt under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 22.6 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."

23. No Extra Claims

- 23.1 The parties agree that the variations in salaries, allowances and conditions of employment under this award have been paid on the assumption that there will be no extra claims for the duration of this Award. The parties to this agreement are described in clause 3 of this award.
- 23.2 This no extra claims commitment does not prevent the parties making any claims that may arise following the adoption of a new Equal Remuneration Principle by the New South Wales Industrial Relations Commission.

24. Area, Incidence and Duration

- 24.1 This award will apply to all Inspectors who occupy a position classified in the Inspector Classifications identified in Table 1 of this award.
- 24.2 This award is made following consent of the parties and rescinds and replaces the Crown Employees (Office of the WorkCover Authority - Inspectors) Award 2007, published 9 November 2007 (364 I.G. 329).
- 24.3 This award will be effective from the first pay period commencing on or after 16 November 2007.
- 24.4 This award will be in force for a period of three years from 16 November 2007 or until it is varied or rescinded.

Table 1 - Inspector Classifications and Salary Scales

2003 Award			2006 Award				
Inspector Stream	Managerial Stream	Salary p.a. 14 July 2006	Salary p.a. fpp comm. on or after 16 Nov. 06	Inspectorial Stream	Managerial Stream	Salary p.a. fpp commencing on or after 16 Nov. 06	Salary p.a. fpp commencing on or after 1 July 2007
Level 1		\$58,865	\$63,365				
Level 2		\$59,635	\$64,135				
Level 3		\$63,927	\$68,427	Level 1		\$69,111	\$71,164
Level 4		\$65,800	\$70,300	Level 2		\$71,003	\$73,112
Level 5		\$69,801	\$74,301	Level 3		\$75,044	\$77,273
Senior Inspector		\$72,705	\$77,205	Senior Inspector 1		\$77,977	\$80,293
				Senior Inspector 2		\$78,710	\$81,048
Assistant Principal Inspector	District Coordinator	\$75,016	\$79,516	Principal Inspector 1	District Coordinator 1	\$80,311	\$82,697
				Principal Inspector 2		\$81,067	\$83,474
					District Coordinator 2	\$81,901	\$84,334
Principal Inspector		\$79,422	\$83,922	Assistant State Inspector 1		\$84,761	\$87,279
				Assistant State Inspector 2		\$85,558	\$88,100
Regional Inspector	Team Coordinator	\$85,129	\$89,629	State Inspector 1	Team Coordinator 1	\$90,525	\$93,214

				State Inspector 2		\$91,377	\$94,091
					Team Coordinator 2	\$92,318	\$95,060
State Inspector	State Coordinator	\$89,351	\$93,851		State Coordinator 1	\$94,790	\$97,605
					State Coordinator 2	\$95,681	\$98,523
	Team Manager	\$97,032	\$101,532				
		\$101,148	\$105,648		Team Manager 1	\$106,704	\$109,874
		\$107,484	\$111,984				
		\$112,217	\$116,717		Team Manager 2	\$117,884	\$121,386

4,500 Compensatory Payment

New Salary Structure and Interim payment from 4%

4% Final Payments

Table 2 - After Hours Response Service Allowances

Role	Allowances			
	Roster Allowance		Phone Call Disturbance Allowance	
	First pay period commencing on or after 16 November 2006	From first pay period commencing 1 July 2007	First pay period commencing on or after 16 November 2006	From first pay period commencing 1 July 2007
After Hours Response Manager	\$112 per week	\$116 per week	\$30 per call received up to eight calls in 24 hours	\$31 per call received up to eight calls in 24 hours
Rostered Inspector	\$112 per week	\$116 per week	\$20 per call received up to eight calls in 24 hours	\$21 per call received up to eight calls in 24 hours

Table 3 - Salary. Scales - Transitional Adjustments

Inspector classification and salary level 2003 Award	Period of Service at this level	Adjustment to 2007 Award	Increment Date
Inspector, Level 1	Not applicable	Inspector, Level 1	Retains increment date
Inspector, Level 2	Not applicable	Inspector, Level 1	Retains increment date
Inspector, Level 3	Not applicable	Inspector, Level 1	Retains increment date
Inspector, Level 4	Not applicable	Inspector, Level 2	Retains increment date
Inspector, Level 5	Not applicable	Inspector, Level 3	Retains increment date
Senior Inspector	Less than 24 months	Senior Inspector 1	Date of appointment as Senior Inspector
	24 months or more	Senior Inspector 2	Not applicable

Assistant Principal Inspector	Less than 24 months	Principal Inspector 1	Date of appointment as Assistant Principal Inspector
	24 months or more	Principal Inspector 2	Not Applicable
District Coordinator	Less than 24 months	District Coordinator 1	Date of appointment as District Coordinator
	24 months or more	District Coordinator 2	Not applicable
Principal inspector	Less than 24 months	Assistant State Inspector 1	Date of appointment as Principal Inspector
	24 months or more	Assistant State Inspector 2	Not applicable
Regional Inspector	Less than 24 months	State Inspector 1	Date of appointment as Regional Inspector
	24 months or more	State Inspector 2	Not applicable
Team Coordinator	Less than 24 months	Team Coordinator 1	Date of appointment as Team Coordinator
	24 months or more	Team Coordinator 2	Not applicable
State inspector	Less than 24 months	State Coordinator 1	Date of appointment as State Inspector
	24 months or more	State Coordinator 2	Not applicable
State Coordinator	Less than 24 months	State Coordinator 1	Date of appointment as State Coordinator
	24 months or more	State Coordinator 2	Not applicable
Team Manager 1st year	Not applicable	Team Manager 1	From commencement of pay period for (insert date 12 months before commencement of award)
Team Manager 2nd year	Not applicable	Team Manager 1	Date of appointment as Team Manager 2nd year
Team Manager 3rd year	Not applicable	Team Manager 2	Not applicable
Team Manager 4th year	Not applicable	Team Manager 2	Not applicable

J. P. MURPHY, Commissioner

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DIVISIONS OF GENERAL PRACTICE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1608 of 2007)

Before Commissioner Connor

6 December 2007

REVIEWED AWARD

1. Delete from clause 2, Parties of the award published 6 May 2005 (350 I.G. 972), the following respondents:

Illawarra Division of General Practice; and

Hunter Rural Division of General Practice
2. Rename in clause 2, the following respondent from "Hastings Macleay Division of General Practice" to read as follows:

"Hastings Macleay General Practice Network"
3. Insert after subclause (d) of clause 43, Area, Incidence and Duration the following new subclauses:
 - (e) 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 23 November 2007.
 - (f) This award remains in force until varied or rescinded, the period for which it was made already having expired.

P. J. CONNOR, Commissioner

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DRAUGHTING EMPLOYEES, PLANNERS, TECHNICAL EMPLOYEES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into subclause 7.4.7 of clause 7.4, Personal/Carers Leave, of the award published 21 September 2001 (327 I.G. 1058), the following new item 7.4.7(e):

7.4.7(e) Bereavement entitlements for casual employees

7.4.7(e)(i) Subject to the evidentiary and notice requirements in 7.4.7(b) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 7.4.1(c)(ii) of clause 7.4, Personal / Carer's Leave.

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

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

2. Delete 7.4.1(a) of clause 7.4, Personal / Carer's Leave, and insert in lieu thereof the following:

7.4.1(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 7.4.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 7.3, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

3. Delete 7.4.1(b) of clause 7.4, Personal / Carer's Leave, and insert in lieu thereof the following:

7.4.1(b) The employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

4. Insert the following notation at the end of 7.4.1(d) of clause 7.4, Personal / Carer's Leave:

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

Where the parties are unable to reach agreement the disputes procedure at clause 3.2, Dispute Resolution Procedure, should be followed.

5. Delete 7.4.2 of clause 7.4, Personal / Carer's Leave, and insert in lieu thereof the following:

7.4.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 7.4.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 7.4.3(a) of clause 7.4, Personal / Carer's Leave, and insert in lieu thereof the following:

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

7. Insert the following new item 7.4.3(d) into clause 7.4, Personal / Carer's Leave, as follows:

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

8. Insert the following new item 7.4.8 into clause 7.4, Personal / Carer's Leave, as follows:

7.4.8 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 7.4.1(b) and 7.4.1(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 7.4.1(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

9. Delete clause 7.6, Parental Leave, and insert in lieu thereof the following:

7.6 Parental Leave

- (1) Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

(2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

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

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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(283)

SERIAL C6208

DRAUGHTING EMPLOYEES, PLANNERS, TECHNICAL EMPLOYEES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1815 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

1. Delete paragraphs 5.1.1(c) and 5.1.1(e) of subclause 5.1.1 of clause 5.1, Classifications and Rates of Pay, of the award published 21 September 2001 (327 I.G. 1058), and insert in lieu thereof the following:

5.1.1

(c) Schedule of Rates of Pay

Wage Group	Base Rate Per Week \$	Supplementary Payment Per Week \$	SWC Adjustments	Weekly Award Rate \$	Hourly Rate \$
Level C14	284.80	40.60	206.00	531.40	13.98
Level C13	299.50	42.60	199.00	541.10	14.24
Level C12	319.20	45.40	199.00	563.60	14.83
Level C11	337.40	48.10	199.00	584.50	15.38
Level C10	365.20	52.00	201.00	618.20	16.27
Level C9	383.50	54.60	201.00	639.10	16.82
Level C8	401.70	57.20	201.00	659.90	17.37
Level C7	420.00	59.80	199.00	678.80	17.86
Level C6	456.50	65.00	199.00	720.50	18.96
Level C5	474.80	67.60	199.00	741.40	19.51
Level C4	493.00	70.20	199.00	762.20	20.06
Level C3	529.50	75.40	199.00	803.90	21.16
Level C2(a)	547.80	78.00	199.00	824.80	21.71
Level C2(b)	584.30	83.20	195.00	862.50	22.70
Level C1(a)	657.40	93.60	195.00	946.00	24.89
Level C1(b)	766.90	109.20	195.00	1071.10	28.19

5.1.1

(e) State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

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

2. Delete subclause 5.3.1 of clause 5.3, Apprentice Rates of Pay, and insert in lieu thereof the following:

5.3.1

Column 1	Column 2	Column 3	Column 4
4 year terms apprenticeship	Percentage of C10 Weekly Rate	Total Rate per week \$	Hourly Rate \$
First Year	42	259.64	6.83
Second Year	55	340.00	8.95
Third Year	75	463.65	12.20
Fourth Year	88	544.00	14.32

3. Delete clause 5.4, Junior Tracer Rates of Pay, and insert in lieu thereof the following:

5.4. Junior Tracer Rates of Pay

- 5.4.1 The minimum weekly wage rates for Junior Tracers shall be:

Column 1	Column 2	Column 3
Year of Age	Percentage of C12 Weekly Rate %	Total Rate per week \$
16 years of age and under	54	304.35
At 17 years of age	59	332.50
At 18 years of age	67	377.60
At 19 years of age	76	428.35
At 20 years of age	83	467.80

4. Delete the amount "\$62.00" appearing in subclause 5.6.3 of clause 5.6, Supported Wage System for People with Disabilities Classifications and insert in lieu thereof the following:

"\$64.00"

5. Delete the amount "62.00" appearing in paragraph (iii) of subclause 5.6.9 of the said clause 5.6 and insert in lieu thereof the following:

"\$64.00"

6. Delete paragraph (a) in subclause 5.7.1 of clause 5.7, Allowances and Special Rates and insert in lieu the following:

5.7.1 Allowances

- (a) Motor Allowance

Where an employee reaches agreement with their employer to use their own motor vehicle on the employer's business the employee shall be paid an allowance of .66 cents per kilometre travelled.

7. Delete the first paragraph appearing in subclause 5.7.2, Application of Technical Computing Allowance, of the said clause 5.7 and insert in lieu thereof the following:

An allowance of \$31.70 a week shall be paid to any employee who is required to use technical computing equipment (as defined) to perform work of a complex nature. Work of a complex nature includes:

8. Delete subclause 5.7.3, Checking Work Allowance, of the said clause 5.7 and insert in lieu thereof the following:

5.7.3 Checking Work Allowance

A draughting employee employed for the greater part of his/her time in checking the work of other draughting employees shall be paid \$20.85 per week in addition to the rate to which he/she otherwise is entitled under this award.

9. Delete subclause 6.5.11, Meal Allowance of clause 6.5, Overtime and insert in lieu thereof the following:

6.5.11 Meal Allowance

An employee required to work beyond two hours after the usual finishing time of work shall be paid a meal allowance of \$10.40 for the first and each subsequent meal, or be provided with an adequate meal where the employer has his/her own cooking and dining facilities.

10. This variation shall take effect from the beginning of the first pay period on or after 11 October 2007.

D.W. RITCHIE, Commissioner

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LAUNDRY EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2072 of 2007)

Before Commissioner Macdonald

5 December 2007

VARIATION

1. Delete subclause (ii), of clause 5, Skilled Based Classification Structure of the award published 8 February 2002 (331 I.G. 63), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Current Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Level One Employee	512.80	20.00	532.80
Level Two Employee	533.60	20.00	553.60
Level Three Employee	558.70	20.00	578.70
Level Four Employee	575.30	20.00	595.30

Table 2- Other Rates and Allowances

Item No.	Clause No.	Description	Current Amount \$	SWC 2007 Amount \$
1	4(iii) (c)	Leading Hand Allowance 3 to 10 employees Over 10 employees	23.05 p/wk 37.75 p/wk	23.95 39.25
2	16(iv)	Meal Allowance	8.20	8.50
3	32(ii)	First Aid	1.80	1.85

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 5 December 2007.

A. MACDONALD, Commissioner

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MARITIME AUTHORITY OF NEW SOUTH WALES AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 688 of 2007)

Before Commissioner Ritchie

7 November 2007

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

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Application
5.	Coverage
6.	Operation of the Award
7.	Objectives of the Award
8.	Contract of Employment
8A.	Secure Employment
9.	Consultative Arrangements
10.	Remuneration
11.	Productivity
12.	Deductions from salary
13.	Hours of work
14.	Grievance Handling and Dispute Resolution
15.	Leave
16.	Job Redesign
17.	Workplace Representatives
18.	Work Environment
19.	Personnel Policies
20.	No Extra Claims

PART B**MONETARY RATES**

Annual Salary Rate
 Salary Rates for Personal Salaries
 Salary Rates for Harbour Masters / Marine Pilots
 Schedule A - Awards/Agreements Succeeded
 Appendix One - Annualised salary groups
 Appendix Two - Salary classifications
 Appendix Three - Flexible work practices guidelines
 Appendix Four - Environmental Services Memorandum of Understanding

2. Title

This award shall be known as the Maritime Authority of New South Wales Award 2007.

3. Definitions

- (a) "BSO" shall mean a Senior Boating Service Officer (SBSO), Boating Service Officer (BSO) or Riverkeeper.
- (b) "Business Unit" shall mean a Region or Branch of the Maritime Authority.
- (c) "Casual Staff" shall mean any staff engaged on an irregular day-to-day basis or hourly hire.
- (d) "Day Worker" shall mean any staff who is not engaged in shift work.
- (e) "Staff" shall mean any persons engaged by the Maritime Authority on a full time, casual, temporary or part-time basis, under the *Ports and Maritime Administration Act 1995* (PC&WM ACT) but does not include any person who resigned or whose services were terminated prior to the date of operation of this Award.
- (f) "Employer" shall mean the Maritime Authority of New South Wales (trading as NSW Maritime).
- (g) "Full-Time Staff" shall mean any staff engaged on a regular basis for the full contract hours of this Award.
- (h) "Hourly Rate" shall be calculated by dividing the weekly rate by 38 or 35 depending upon the hours applicable to each classification prior to this Award.
- (i) "Part-Time Staff" shall mean any staff engaged for set regular hours that are less than the full contract hours of this Award.
- (j) "NSW Maritime" shall mean the Maritime Authority (trading as NSW Maritime).
- (k) "Parties" shall mean Maritime Authority (trading as NSW Maritime) and the following unions, The Australian Maritime Officers Union of New South Wales, The Seamen's Union of Australia, New South Wales Branch and the Australian Services Union of New South Wales
- (l) Personal salary shall mean any salary in excess of the value of the position as determined by the process of job evaluation or, for those staff who moved from the award system into the 1993 MSB Enterprise Agreement, the interpolated rate or the rate which resulted from redeployment or transfer at the time of transition.
- (m) "PC and MA Act" shall mean the *Ports and Maritime Administration Act 1995*.
- (n) "Professional Engineer" shall mean a person qualified to carry out professional engineering duties, that is, duties carried out by a person in any particular employment, the adequate discharge of any portion of which duties requires qualifications of the employee as (or at least equal to those of) a graduate member of the Institution of Engineers, Australia.
- (o) "RM" shall mean a Regional Manager in Recreational Boating Division.
- (p) "TL ES" shall mean Team Leader Environmental Services.
- (q) "12 hour day, rostered 3 days on 3 days off" shall mean the working arrangements for Team Leaders Environmental Services (TL ES) and Environmental Services Officers ESOs.
- (r) "Weekly Rate" shall be calculated by dividing the annualised salary by 52.17857.

4. Application

This award is between the following parties:

Australian Maritime Officers' Union of New South Wales;

Australian Services Union of New South Wales;

The Seamen's Union of Australia, New South Wales Branch.

5. Coverage

The terms of this award shall apply to all staff engaged under the *Ports and Maritime Administration Act 1995*, with the exception of the Chief Executive Officer, the members of the Senior Executive Service.

6. Operation of the Award

- (i) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Waterways Authority of New South Wales Award 1999 published 22 March 2002 (332 I.G. 51).
- (ii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 7 November 2007.
- (iii) The award took effect on and from 7 November 2007 and shall remain in force until 7 November 2010. By administrative action the annual salary rates as set out in Table 1 - Annual Salary Rate, of Part B, Monetary Rates, shall take effect from the first full pay period to commence on or after 1 July 2006.
- (iv) The parties have entered into an Enterprise Agreement which shall operate in association with this award and it is their intention to continue to enter into Enterprise Agreements.
- (v) The Enterprise Agreement shall be registered in the Industrial Relations Commission of New South Wales. Further, in accordance with subclause (1) of Section 41 of the *Industrial Relations Act 1996*, the Enterprise Agreement shall prevail over the provisions of any Award of the Commission that deals with the same matters.

7. Objectives of the Award

- 7.1 The Parties recognise that the success of the Maritime Authority depends on a commitment by all staff to the achievement of the NSW Maritime's Corporate Plan. In this regard, this Award establishes, inter alia, processes to facilitate the achievement of the objectives of the Corporate Plan.

It is the intention of the Parties to this Award to continue to implement workplace reform measures which provide greater flexibility in the way that work is organised and performed, to improve the efficiency, productivity and level of service delivery, to widen the skill and experience base of staff, enhance job satisfaction and assist positively to ensure NSW Maritime is a best practice performer.

The Parties are committed to a process of continuous improvement and the delivery of high standards of quality service to NSW Maritime's customers and by meeting agreed performance standards. These objectives will be pursued by the identification of key performance areas and the setting of productivity targets in the Maritime Authority Corporate Plan and in the respective business unit plans.

NSW Maritime, its staff and unions support a harmonious industrial relations environment typified by consultation, cooperation and participation in the workplace.

Functional flexibility is the ability of the organisation to deploy and utilise the work force in the most efficient manner. Measures relating to functional flexibility include, but are not limited to, the broadening and redesign of jobs to encompass a wider range of duties, multi skilling, a team work approach (where appropriate), process redesign, improved communication, staff commitment and involvement.

The parties agree and are committed to the continuation of measures which may be required to improve performance, efficiency and productivity whereby all staff will undertake duties which are within the range of their skill, competence, training and experience.

7.2 Annualised Salaries, Allowances and Flexibility

7.2.1 Annualised Salaries

- (i) Notwithstanding anything to the contrary in this Award the parties may, in the process of developing this Award or during the term of this Award, review and annualise overtime and additional hours payments for individual staff or work groups on a cost neutral basis.
- (ii) The parties may similarly agree as part of the consultative process to review the continuing relevance of working arrangements or conditions upon which annualised salaries are based and the method by which salaries are to be adjusted if required.
- (iii) The approval of the Chief Executive is required for annualised salaries including the rate of aggregation.

7.2.2 Additional Flexible Working Practices

NSW Maritime has formalised its approach to Flexible Work Practices in a set of guidelines (Appendix 3). During the term of the Award the parties agree to consider and where appropriate trial and/or implement additional flexible work practices which are mutually beneficial.

8. Contract of Employment

8.1 Employment security

8.1.1 Business Context

NSW Maritime has the dual responsibilities of being a self funding agency and maintaining a high standard of service delivery to its clients. The extent to which the NSW Maritime is able to fund its operations is affected by the requirement for the Government to approve any variations to the scale of fees and charges levied in respect to services provided.

NSW Maritime is committed to maintaining the high standard of service delivery, which has been a characteristic of its operations over many years. This standard has been achieved by hard work and an outstanding commitment by our staff to the organisation's values and objectives and to the service delivery guarantees to our clients.

The process of continuous improvement will be the method adopted to assess the relevance of activities and to improve the quality, range and value of services to our clients. It is essential that the organisation and our staff have the flexibility to respond to change identified by this process of continuous improvement.

8.1.2 Staffing Levels

Staffing levels are determined by the pressures of providing a quality service within the funding limits of NSW Maritime. Current staffing levels are able to provide a quality service consistent with Government policy and the NSW Maritime's Service Commitment Guarantee, however this number is not fixed and is subject to review. Any reductions from this number, which may be required, will be effected through the process of natural attrition or voluntary redundancy or the application of current Government policy re redeployment and redundancy.

Subject to the provision(s) of applicable Government policy and guidelines all full-time or permanent part-time staff of NSW Maritime at the time of signing this Award will have security of employment for the term of this Award. This undertaking however extends to staff rather than positions, that is, positions may be restructured or deleted from the structure.

Subject to the provisions of current Government Policy, any staff member whose job changes or is deleted during the term of this Award may be transferred or redeployed into another position in accordance with applicable Government policy and guidelines in this Award or may be offered the Government's Standard Voluntary Redundancy Package current at the time. This undertaking will not have any effect on the process of managing performance or disciplinary matters which are pursued separately.

8.1.3 Government Job Assist Scheme

Staff who become excess as a result of restructuring or organisational change may access the retraining and support services available through the State Government's Job Assist Scheme and other services provided by the State Government's policy on Managing Displaced Employees.

When offered by the employer, an employee who accepts Voluntary Redundancy is entitled to the Government Voluntary Redundancy Package of the day, except for annual leave loading which is already included in the annualised salary used for the calculation of entitlements and other benefits.

In the event that NSW Maritime is required to undertake a restructuring process which results in a reduction of staff numbers which is not able to be met through natural attrition, the parties agree to make representation to the Government regarding the voluntary redundancy arrangements.

8.1.4 Organisational Change Restructuring Process

The parties recognise that restructuring will be an ongoing requirement for improved effectiveness and viability of NSW Maritime. It will result from a variety of factors including, but not limited to, continuous improvement, quality management and Government review. Ongoing consultation with staff and unions will take place with regard to restructuring and the process(s) to be used.

Where, as a result of restructuring, the position requirements and remuneration level of the job remain substantially the same, other than its reporting relationships, (as determined by the Chief Executive) the incumbent will follow the job. Where the new remuneration level crosses a merit break (as defined in Clause 10.18) the position will be subject to merit selection.

Where as a result of restructuring, a position is created which did not have an equivalent in the old structure, or it is so different that it is clearly a new position, the following order of filling the vacancy will occur:

- (i) transfer of a displaced employee where the employee's substantive or personal salary is the same as the salary for the position and the competencies required for the position are held by the employee, or where there is a competency shortfall, the requirement can be made up within three months; then
- (ii) redeployment of a displaced employee in accordance with current Government Policy (Premier's Memo 96-5), where the employee's substantive or personal salary is greater than the salary for the position and the competencies required for the position are held by the employee, or where there is a competency shortfall and the requirements can be made up within three months. This may involve placement in a position of different classification or grade with a slight differential in salary (as a guide 5%).

In the latter case the employee's salary will be maintained at the higher level for the period stipulated in current Government policy (12 months) after which it will revert to the substantive level of the position. However, in recognition that there may be special circumstances which warrant a change to this provision the parties to this Award reserve the right to approach the State Government/Premier's Department to re-negotiate the period of salary maintenance;

- (iii) where there are two or more employees to be considered for redeployment or transfer the staff member appointed will be determined on merit at interview; then
- (iv) where there is no displaced employee available for transfer or redeployment by advertising the position and filling the vacancy on merit.

8.2 Conditions applicable to all staff

- 8.2.1 Unless otherwise specified in this Award, the ordinary hours of work shall be calculated on the basis of a 5 day week. Full-time and part-time employment shall be by the fortnight. Payment of salaries will be paid fortnightly by electronic funds transfer into a bank or other approved financial institution.
- 8.2.2 Temporary employment shall have the same benefits and conditions as full time employment except that the contract shall be for a fixed period. The contract may be extended by the employer, however any such extension shall not confer upon the staff any right or expectation of continuing employment beyond the period of the current contract.
- 8.2.3 Casual employment shall be for the current period of hiring which may be set at a week, a day or an hour. The period of hire and the method for payment shall be clearly stated at the time of engaging casual staff. Casual staff working ordinary time shall be paid the hourly rate for the position plus 20% to cover Sick Leave, Annual Leave, and Public Holidays.
- 8.2.4 All new NSW Maritime employees will be subject to a minimum three month probationary period. Some categories of employment may have a probationary period of six months based on job complexity and training requirements.

Newly appointed employees as Customer Service Officers and Boating Service Officers have a probationary period of six months linked to their competency training program and salary progression system. Former NSW Maritime trainees who are successfully appointed to a Customer Service Officer position may have a reduced probationary period in recognition of prior service.

Current employees who change to a role involving a different skill set to that for which they were employed e.g. CSO to BSO, will have a "fit for position" period agreed between NSW Maritime and the employee and be able to return to their immediately preceding substantive position if either the individual or NSW Maritime finds they are not compatible with the new role.

- 8.2.5 The parties to this Award agree that work will continue to be performed as specified. NSW Maritime will consider any unreasonable failure to meet this work requirement to be a refusal to perform duties and the NSW Maritime Performance Counselling Policy and/or the NSW Maritime Discipline Policy will be followed in such instances.
- 8.2.6 All staff are bound by the "NSW Maritime Code of Conduct and Ethics".
- 8.2.7 Part-time employment: Part-time staff shall be employed for a guaranteed minimum period of no less than 10 hours per fortnight with a maximum employment of 56 hours per fortnight (based on set and regular hours). All leave accruals and separation entitlements of part-time staff shall be calculated and paid on a pro-rata basis of the full-time position at the full-time rate of pay.
- 8.2.8 All staff of NSW Maritime will take all reasonable precautions necessary to maintain confidentiality and to use their best endeavours to prevent disclosure of proprietary, private or confidential information to persons not authorised to receive such information in accordance with the *Privacy and Personal Information Protection Act 1988*.
- 8.2.9 Staff undertaking another job or volunteer work must comply with clause 3.6, 'Secondary Employment and Volunteer Work' in the Code of Conduct and Ethics.

8.3 Termination of employment

8.3.1 With the exception of casual staff and temporary staff, 2 weeks notice of termination of employment by a staff member or the employer shall be given and paid. If the notice is worked out, payment as normal will apply and there will be no additional payment in lieu of notice.

8.3.2 Notwithstanding anything contained in this clause, NSW Maritime will have the right to dismiss any staff member for misconduct or neglect of duty and, in such cases, salary will only be paid up to the time of dismissal.

8.3.3 If any staff member has given notice, or NSW Maritime has given notice to a staff member and the staff member is absent from work during the period of notice, unless on approved leave, the staff member will be deemed to have abandoned his/her employment. In such cases NSW Maritime will have the right to terminate the contract of employment from the last day worked.

8.3.4 On termination, staff are required to return all property belonging to NSW Maritime. Each item on loan to a staff member will be identified at time of issue and the staff member will be responsible for ensuring that those items are returned prior to the staff member leaving the service of NSW Maritime. Staff may be required to compensate NSW Maritime for property which is not returned.

8.4 Conditions applicable to managers at Salary Level MA17/MO17 and above and Regional Managers (RMs) Job titles covered by clause 8.4 are contained in Appendix 2 to this Award.

8.4.1 Payment of Annualised Salaries - Managers at Salary Level MA17/MO17 and above and Regional Managers.

(i) The salary for Managers and RMs covers all incidents of employment and shall be annualised pursuant to clause 10.3 and shall count for superannuation purposes. No additional payments will be made nor is Time in Lieu (TIL) to be taken or paid.

(ii) The annualised salary in relation to Managers and RMs is payable provided they have worked at least 161 hours per four week cycle averaged over a 12 month period, in accordance with the "ordinary hours of work" provision contained in subclause 8.4.2 other than for agreed periods of recreational, parental, maternity, adoption or long service leave. The annualised salary shall cease to be paid if for any reason the Manager/RM reverts to working the "Ordinary Hours" applicable to 35 Hour per week staff and, instead of the A or AA annualised salary, the manager will be paid at the applicable job evaluation rate contained in clause 10.4 (Maritime Officers) or 10.11 (Ministry Officers).

8.4.2 Ordinary Hours of Work - Managers at Salary Level MO17/MIN017 and above and Regional Managers

(i) The ordinary hours of work will be an average of 40.25 hours per week over a four week cycle on any day Monday to Sunday (inclusive) to be determined by each business unit, provided the total number of hours worked are at least 161 hours at the end of the cycle, when averaged over a 12 month period.

(ii) Ordinary hours will exclude the meal breaks, which will be a minimum of 30 minutes, and taken subject to operational requirements. Time taken for meal breaks will not count as hours worked.

(iii) Notwithstanding any other provisions of this Clause a Manager/Regional Manager and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

8.5 Conditions applicable to Senior Boating Service Officers (SBSOs), Boating Service Officers (BSOs) and Riverkeepers.

8.5.1 Any reference to Boating Service Officers (BSOs) should also be read as referring to Senior Boating Service Officers (SBSOs) and Riverkeepers.

8.5.2 The provisions of this clause wholly replace the provisions of the MSB Marine and Port Services Award and the Memorandum of Understanding (Operations Agreement).

8.5.3 Provision of Services

NSW Maritime is committed to provide efficient and effective services to the users of the State's waterways. This will require the capability and willingness of BSOs to work at times and in areas which best serve the needs of NSW Maritime and its customers. In order to provide optimum services it is accepted that full staffing will be required during December and January. The ability to take leave is available for the rest of the year subject to the needs of each regional business unit.

- (i) The parties agree to maintain, where necessary, an on call capability to deal with emergencies or other urgent needs or demands which arise from time to time and the deployment of staff within regions to augment the resources available for the conduct of special operations.

8.5.4 Leave Applications

NSW Maritime is committed to a consistent approach by managers in dealing with applications by Boating Service Officers for leave. Where a BSO feels there is an inconsistency in the application of leave, the BSO may elect to refer the matter through their Regional Manager and seek that the General Manager Recreational Boating resolve the leave application.

8.5.5 Payment of Annualised Salaries - Boating Service Officers (including SBSOs and Riverkeepers)

- (i) The salary for Boating Service Officers shall be annualised pursuant to clause 10.3 and 10.7 and shall count for superannuation purposes.
- (ii) The annualised salary is only payable when an officer is routinely working weekends and public holidays in accordance with the "ordinary hours of work" provision contained in Clause 8.5.8, other than for agreed periods when weekend work is not required and periods of recreational, parental, maternity, adoption or long service leave. The annualised salary shall cease to be paid if for any reason the officer reverts to working Monday to Friday and, instead of the A annualised salary, the officer will be paid at the applicable Maritime Officer job evaluation rate contained in clause 10.4.

8.5.6 Fitness for Duty

- (i) It shall be a condition of employment that Boating Service Officers maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of BSOs and as such recognises that there is a range of environmental and operational conditions that could impact on the health of an officer.
- (ii) Subsequent to appointment and, in order to ensure that prescribed fitness standards are maintained, Boating Service Officers will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by NSW Maritime's Occupational Health Physician, or by other similarly qualified practitioners nominated by NSW Maritime.
- (iii) The ongoing standard of fitness required of BSOs will be determined as required by the NSW Maritime Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed.
- (iv) NSW Maritime shall provide a list of suitable female doctors for medicals.

- (v) An officer who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of fitness required. Subsequently, an officer who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness, will be rehabilitated to another position in accordance with the Rehabilitation and Selected Duties Policy.
- (vi) An officer who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to his/her personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the officer concerned.
- (vii) BSOs returning to work after long term absences from active work will be required to undergo a periodic assessment before the commencement of duties. Officers returning to active duties after a prolonged illness or injury will be required to submit a private medical clearance before the resumption of duties, as well as undergoing their periodic medical when it falls due
- (viii) Within three (3) months of certification of this Award, the SUA and NSW Maritime shall discuss and reach agreement on a revised standard and format for periodic medicals.

8.5.7 Transfers

The procedures for BSO Transfers are set out in the NSW Maritime "BSO Transfer Procedures" document.

8.5.8 Ordinary Hours of Work - Boating Service Officers (including SBSOs and Riverkeepers).

The BSO's role is principally day work. Nothing in this Agreement is intended to provide any means to either of the parties to convert this work to a quasi shift work arrangement. It is also acknowledged there are no fixed hours and the expectation is that each BSO will arrange his/her hours to cover the work required. This may involve working more or less than 7.6 hours per day, working additional hours and/or taking time in lieu (TIL).

- (i) The ordinary hours of work will be the hours of work required to be worked by the Regional Manager on any day Monday to Sunday (including Public Holidays) in accordance with the operational needs of the business unit.
- (ii) The ordinary hours of work required to be worked pursuant to subclause (i) shall be an average of 38 hours per week:
 - 152 hours for staff on a four week cycle
 - 304 hours for staff on an eight week cycle
 - 456 hours for staff on a twelve week cycle.
- (iii) Subject to subclause (i), it is recognised that although the usual span of ordinary hours of work required to be worked pursuant to sub-clause (i) will be between 6am and 6pm on any day Monday to Sunday (including Public Holidays), the Regional Manager may require hours to be worked outside the usual span of ordinary hours in accordance with the operational needs of the business unit.
- (iv) A meal break will be taken not more than five hours after commencing and shall be a minimum of 30 minutes and will not count as hours worked.
- (v) The ordinary hours of work required to be worked pursuant to sub-clause (i) shall include two consecutive days off after working 5 days in lieu of Saturday and Sunday, except in

the case of a call out for a designated emergency or as otherwise required by the Regional Manager. If a rostered day off (RDO) falls on a public holiday then an alternative RDO shall be taken.

- (vi) Rosters shall include 15 weekends or the equivalent 30 week-end days between the start of February and end of November each year where BSOs are not rostered for duty, subject to normal business and rostering needs.

8.5.9 Additional Hours - Boating Service Officers (including SBSOs and Riverkeepers)

- (i) Any hours worked in excess of the ordinary hours required to be worked pursuant to clause 8.5.8 above are "Additional hours" and must have the approval of the supervisor/Regional Manager.
- (ii) A reasonable number of additional hours shall be worked to accommodate the functions of NSW Maritime. These functions include, but are not limited to, night patrols, licence seminars and the attendance at user group meetings.
- (iii) Additional hours worked by BSOs are to be taken as time in lieu at an agreed time on the basis of one hour for each additional hour worked. If it becomes apparent that a BSO will be unable to take Time in Lieu within a reasonable time period, then the Regional Manager may authorise for the additional hours to be paid out at ordinary time.
- (iv) Where additional hours are directed to be worked, and are considered by the staff member to be excessive, the work will be performed and any grievance pursued in accordance with the Grievance Handling Procedures in Part 14 of this Award.
- (v) Notwithstanding any other provision of this clause a BSO and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the needs of the business unit and the total number of ordinary hours to be worked within the 12 month period.

8.5.10 Annualised Salary and Conditions Package - Boating Service Officers (including SBSOs and Riverkeepers).

- 8.5.10.1 The BSO annualised salary and leave package represents a benchmark for any future wage and conditions negotiations, should they be required.
- 8.5.10.2 The parties agree that the annualised salary and leave package in this Award reflect adequate remuneration for the work and conditions of employment for BSOs as at the date of the signing of this Award.

8.5.11 Other Conditions - Boating Service Officers (including SBSOs and Riverkeepers)

- (i) NSW Maritime will set up a joint working party with BSO representatives, as a sub group of the Field Operations OH&S Committee to review workplace facilities throughout the State. The sub group will be charged with the responsibility of developing an acceptable minimum level of workplace standards and ensuring that those standards are maintained to an acceptable level.
- (ii) NSW Maritime in consultation with the SUA and relevant workplace representatives, shall pursue a strategy of recruiting more BSOs during the life of the NSW Maritime 2004-2007 Enterprise Agreement.
- (iii) The Senior BSO job specification will be reviewed and re-valued; in consultation with the employee representative. (Check this).

8.6 Conditions applicable to Team Leaders Environmental Services (TL ES) and Environmental Service Officers (ESOs).

This clause operates in conjunction with the Memorandum of Understanding as agreed between the parties which is contained at Appendix C to this Agreement.

8.6.1 Payment of Annualised Salaries - Team Leaders Environmental Services (TL ES) and Environmental Service Officers (ESOs).

- (i) The salary for TL ES & ESOs shall be annualised pursuant to clause 10.3 and shall count for superannuation purposes.
- (ii) The annualised salary in relation to TL ES & ESOs is payable provided they work a rostered 12 hour day, three days on and three days off including weekends and public holidays in accordance with the "ordinary hours of work" provisions contained in Clause 8.6.2 other than for periods of approved leave. The annualised salary shall cease to be paid if for any reason the officer reverts to working a 38 hour week instead of the 12 hour day 3 days on 3 days off work roster including public holidays and special events. Instead of the AA annualised salary, the officer will be paid at the applicable Maritime Officer job evaluation rate contained in clause 10.4.

8.6.2 Ordinary Hours of Work Team Leaders Environmental Services & Environmental Service Officers.

- (i) The ordinary hours of work shall include working a compulsory 12 hour day, 3 days on 3 days off roster system on any day Monday to Sunday, including Public Holidays and the 3 special aquatic events on Boxing Day, New Year's Eve and Australia Day.
- (ii) Ordinary hours of work on any day, Monday to Sunday, are 6:00am to 6:00pm.

8.6.3 Overtime for Team Leaders Environmental Services and Environmental Services Officers.

- (i) Overtime shall be payable for hours worked in excess of 12 hours on Boxing Day, New Years Eve and Australia Day.
- (ii) Overtime worked in excess of 12 hours on Monday to Saturday will be paid at the rate of double time.
- (iii) Overtime worked in excess of 12 hours on a Sunday will be paid at the rate of double time and one half.
- (iv) Overtime worked in excess of 12 hours on a public holiday will be paid at the rate of double time and one half in addition to normal remuneration for that day.
- (v) When called out or back to work for an emergency, such as an oil spill, a minimum of four hours shall be paid at the appropriate overtime rate as set out in paragraphs (i) to (iv) of this clause, with the hourly rate based on the grade for the position not the annualised salary i.e MA7 not MA7AA and MA10 not MA10AA.
- (vi) Staff required to work overtime beyond the ordinary spread of hours Monday to Sunday and Public Holidays will be entitled to a paid meal. This payment will be agreed to the rate determined from time to time and applied within the NSW Public Service.

8.7 Hours of work

Unless otherwise specified in this Award,

8.7.1 Definitions

- (i) 35 Hour per week employee means all NSW Maritime employees that are full-time staff other than Senior Boating Service Officers, Boating Service Officers, Riverkeepers Team Leaders Environmental Services, Environmental Service Officers, Managers at Salary Level MO17/ MinO17 or above, Regional Managers, Marine Investigators or 38 Hour per week employees.
- (ii) 38 Hour per week employee means a NSW Maritime employee who is deemed to be a "38 hour per week employee" by their letter of appointment.
- (iii) An employee who works a 12 hour day, rostered on three days and three days off, is deemed to work an average 1792 hours a year.

8.7.2 Hours of Work

- (i) Hours of work within this Award will be arranged to take into consideration the specific business needs of NSW Maritime and, where possible, the work preferences of staff.
- (ii) The hours of work arrangements specified in this Award are available on the condition that an adequate service is maintained at all times. Services and functions provided by NSW Maritime will not be withdrawn to accommodate the absence of staff under the hours of work arrangements.
- (iii) Starting and finishing times within the spread of hours should be mutually agreed between management and staff, however if agreement cannot be reached the needs of the organisation must prevail and managers will therefore determine starting and ceasing times. Once starting and ceasing times have been established reasonable notice will be given (normally 5 calendar days) of any changes required.
- (iv) The working of additional hours within the spread of hours will be by reasonable notice from management.

8.7.3 Ordinary Hours - 35 hour per week Employees

- (i) Ordinary hours of work will be an average 35 hours per week over a cycle of four weeks on any day Monday to Friday (excluding Saturday and Sunday) to be determined by each business unit, provided the total number of hours worked are:
 - 140 hours for staff on a four week cycle
 - 280 hours for staff on an eight week cycle
 - 420 hours for staff on a twelve week cycle.
- (ii) Ordinary hours worked Monday to Friday are hours worked between 7:00am and 7:00pm.
- (iii) Ordinary hours will exclude the meal breaks, which will be a minimum of 30 minutes and will be taken subject to operational requirements. Time taken for a meal break will not count as hours worked.
- (iv) Notwithstanding any other provisions of this clause a staff member and his/her supervisor/manager may at any time agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

8.7.4 Ordinary Hours - 38 hour per week Employees

- (i) Ordinary hours of work will be an average of 38 hours per week over a cycle of four weeks on any day Monday to Friday (excluding Saturday and Sunday) to be determined by each business unit, provided the total number of hours worked are:

152 hours for staff on a four week cycle

304 hours for staff on an eight week cycle

456 hours for staff on a twelve week cycle.

- (ii) Ordinary hours worked on any day Monday to Friday are hours worked between 6:00am and 6:00pm.
- (iii) Ordinary hours shall exclude the meal break which will be a minimum of 30 minutes and which will be taken, subject to operational requirements. Time taken for a meal break will not count as hours worked.
- (iv) Notwithstanding any other provisions of this clause a staff member and his/her supervisor/manager may at any time agree to other arrangements provided they meet the need of the business unit and the contract hours are worked within the cycle.

8.7.5 Ordinary Hours of Work: Harbour Master/Marine Pilots, Yamba and Eden

- (i) The ordinary hours of work for the Harbour Master/Marine Pilots at Eden and Yamba will be an average of 38 hours per week over a four-week cycle and arranged to meet operational and business requirements.
- (ii) The Harbour Master/Marine Pilots at Eden and Yamba are required to work additional hours. An exhaustion break will apply after 18 continuous hours including meal breaks.
- (iii) Where additional hours are required and are considered by the employee concerned to be excessive, the work will be performed and such grievance be pursued in accordance with Part 14 Grievance Handling and Dispute Resolution Procedures.
- (iv) Any changes in starting and finishing times will be undertaken in consultation with the employees concerned.
- (v) The provisions of clause 10.2.5, Overtime, will not apply to the Harbour Master/Marine Pilots at Eden and Yamba.

8.7.6 Additional Hours

- (i) The provisions of this Clause do not apply to the positions of Senior Boating Service Officers, Boating Service Officers, Riverkeepers, Marine Investigators, Team Leaders in Environmental Services, Environmental Service Officers, Managers at Salary Level MA17/ MO17 and above and Regional Managers. The Provisions for additional hours for Senior Maritime Officers are contained in (vi) below.
- (ii) Hours worked in addition to the total number of ordinary hours required to be worked pursuant to the relevant clause are "additional hours" and shall only be worked/accrued with the agreement of the supervisor/manager.
- (iii) Additional hours up to a maximum of 21 hours per four week cycle, are be taken off at a mutually convenient time, as time off in lieu on the basis of one hour per additional hour worked. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. In circumstances where operational requirements do not allow for time off in lieu, payment at ordinary time may be made.
- (iv) Additional hours worked in excess of 21 hours in a four week cycle are paid at time and one half up to 28 hours and double time thereafter or alternatively, by agreement, taken as time off in lieu at ordinary time

- (v) It is the intent of this Clause to enhance flexibility not to reduce remuneration or to consistently extend the working week past the agreed basis of either 35 or 38 hours. If the parties believe the application of this clause is contrary to its intent a review may take place on a case by case basis and may consider such matters as the functional delegation of duties, team numbers, aggregation of salaries and any other measures that may be agreed upon in order to resolve the issue.
- (vi) Provisions for Additional Hours for Senior Maritime Officers include:
 - the working and/or accruing of additional hours shall only be with the agreement of the manager;
 - based on a four week cycle hours, worked in addition to the contract 140 hours, up to a maximum of 161 hours be taken at a mutually convenient time, as time off in lieu, and
 - additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement.

8.7.7 Call Back and 10 Hour Break Between Rosters

- (i) Staff recalled to work will be entitled to be paid a minimum of 4 hours at the appropriate rate on the understanding that this provision will not apply to staff called in to work early in which case, if outside the spread of ordinary hours, they shall be paid at the overtime rate.
- (ii) Where an employee works additional hours, the employee shall not be required to return to work for duty for at least ten consecutive hours between the termination of work on one day and the commencement of work on the next day the employee, shall, subject to this subclause, be released after completion of such additional hours until that employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

8.8 Relieving

- 8.8.1 There shall be no restrictions (with the exception of medical) on any staff performing any duties in their grade or lower grades so long as they possess the appropriate knowledge skills and experience, accreditation or licence(s) (where applicable).
- 8.8.2 Nothing within this clause is intended to replace staff working at a lower level with those at a higher level.
- 8.8.3 Where the exercise of higher level duties occurs on a regular basis and they form a significant part of the staff member's work, the staff member is entitled to seek payment for higher duties.
- 8.8.4 On the first occasion of relief in a position, the first five days are developmental and will not be paid at a higher rate. This development phase only applies once, that is on the first occasion of relief in any dissimilar position. If on the first occasion of relief the period exceeds five days, payment at the higher rate may be made for days in excess of the five developmental days.
- 8.8.5 Provided a staff member has satisfactorily completed a developmental period any further instances of relief will be paid provided that the period of relief is for 5 or more days except for designated operational positions which shall be paid relief on an occurrence basis.
- 8.8.6 For any period of relief coming within the provisions of this clause during which the staff member does not perform the whole of the duties the allowance to be paid will be determined by the appropriate manager.

8.9 Selection Committees

8.9.1 Selection committees will consist of two or more persons:

a suitably trained person nominated by the work team or group;

a person with supervisory or team leadership responsibility for the vacant position; and/or

a person nominated by NSW Maritime to act as an independent member of the committee who preferably should not be a current employee, but as a minimum should be from another Division to that of the vacant position;

all of whom are trained and skilled in interview and selection techniques and have undertaken approved training or refresher training in the previous four years.

8.9.2 As a general rule:

at least one of the members should be a woman and at least one should be a man;

members should be above the level of the position.

8.9.3 The selection committee should agree on:

the selection criteria to be applied (including any key criteria);

core questions to be asked of the candidates;

whether candidates should be asked to :

provide work samples

undergo performance tests

provide written referee reports and/or

undergo other forms of assessment as agreed by the parties; and

the candidates to be short-listed where there is a large field of applicants.

8.9.4 Selection committees should be impartial and avoid presumptions about stereotyping of candidates.

8.9.5 Selection committees should aim to reach consensus in the selection process. If consensus cannot be reached a majority and minority recommendation may be made.

8.10 Conditions Applicable to Casual Staff

8.10.1 Casual employment shall be for the current period of hiring which may be set at a week, a day or an hour. The period of hire and the method for payment shall be clearly stated at the time of engaging casual staff.

8.10.2 Casual employment - a casual employee working ordinary time shall be paid the hourly rate for the position plus 20% to cover Sick Leave, Annual Leave, and Public Holidays.

8.10.3 Bereavement entitlement for casual employees:

8.10.3.1 Subject to the evidentiary and notice requirements set out in NSW Maritime's Personal and Carer's Leave policy, casual employees are entitled to not be

available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 15.7.3 of subclause 15.7, Personal and Carer's Leave.

- 8.10.3.2 NSW Maritime and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 8.10.4 Personal and Carer's entitlement for casual employees:
- 8.10.4.1 Subject to the evidentiary and notice requirements set out in NSW Maritime's Personal and Carer's Leave policy, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 15.7.3 of subclause 15.7, Personal and Carer's Leave who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 8.10.4.2 NSW Maritime and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 8.10.5 NSW Maritime must not fail to re-engage a regular casual employee (see section 53 (2) of the *Industrial Relations Act 1996* (NSW) because:
- 8.10.5.1 The employee or the employee's spouse is pregnant; or
- 8.10.5.2 The employee is or has been immediately absent on parental leave.
- 8.10.6 NSW Maritime must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause, that is 8.3. The rights of NSW Maritime to engage or not engage a casual employee are otherwise not affected.

8A. Secure Employment

(a) Objective of this Clause

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

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks'

notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:

- (1) whether the employee will convert to full-time or part-time employment; and
- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

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

(c) Occupational Health and Safety

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

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

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

9. Consultative Arrangements

NSW Maritime recognises that one of the important elements for ensuring successful workplace reform is the involvement and cooperation of staff and unions and workplace representatives.

- 9.1 For this purpose the Maritime Consultation Committee (MCC) will be established consisting of three representatives from NSW Maritime and four full-time union officials from the unions party to this Award and union workplace representatives.
- 9.2 The Committee shall monitor and facilitate the implementation of this Award particularly the issues in clause 11 (Organisational Measures) and clause 21 (Personnel Policies).
- 9.3 The Committee shall meet at least every 6 months and at other times as required.

10. Remuneration

10.1 Operation of the structure

10.1.1 The rates of pay contained in this clause are to take effect on and from the date of registration. Employees covered by this Award at the date of registration will be paid the rate of pay in accordance with this clause on and from 1 July 2006 or the date of employment, whichever is the later. The rates of pay contained in this clause and payment for the employment period preceding the registration of this Award are to be paid in the first full pay period following registration of the Award.

10.1.2 Rates of pay from 1 July 2006 are contained in Appendix 2. When those rates are superseded by rates of pay in the Enterprise Agreement, the rates contained in the Enterprise Agreement shall be

inserted into Appendix 2 of this Award. As a consequence, rates contained in this Award, shall not be varied by State wage decisions.

10.2 Remuneration model

10.2.1 This clause must be read in conjunction with subclause 11.1.

10.2.2 The salary rates are contained in Part B of the Appendix and represent a 4% increase operative from 1 July 2006.

10.2.3 All categories of employees in clauses 10.3 - 10.14 will have their salaries adjusted in accordance with this clause.

10.3 Annualised salaries

10.3.1 The parties have agreed to annualised salaries as described in this clause for certain positions or categories of employment (as set out in Appendix 1). Salary grades suffixed with an "A" represent annualised salaries. "AA" also represent an annualised salary but for a different category of employee. Further, this clause should be read in conjunction with subclause 7.2 and clause 10.5.

10.4 Conditions attached to the payment of annualised salaries

10.4.1 Annualised salaries are superable and are paid to designated groups of employees whose working arrangements differ from usual working conditions for 35 hour or 38 hour a week employees.

10.4.2 The annualised salary shall cease to be paid if for any reason an employee does not work the requisite hours and/or weekends, public holidays or special events and/or reverts to working the "Ordinary Hours" applicable to 35 hour or 38 hour per week staff. In such cases, instead of the A or AA annualised salary, the employee will be paid at the applicable job evaluation rate contained in clause 10.4 (Maritime Officers) or 10.10 (Ministry Officers).

10.5 Annualised salaries group 1: Designated Managerial Positions

10.5.1 Group 1 relates to positions in Appendix 1 at salary level MA17/MA17 and above in the salary structures (excluding SMOs) and Regional Managers, whose ordinary hours of work shall not be less than 161 hours per month as averaged over the year (July to June). The annualised salary for this group covers all incidents of employment and there is no entitlement to any other payment or paid or unpaid Time in lieu (TIL). The salaries in this clause shall be adjusted in the same manner as are salaries in clause 10.2.

10.5.2 Position holders will be reviewed annually and where the ordinary hours of work are less than 161 per month, the provisions of clause 10.5 will apply.

10.6 Annualised salaries group 2: operational positions

10.6.1 Salaries shall be adjusted in the same manner as are salaries in clause 10.2. The ordinary hours for employees in Group 2, whose positions are listed in Appendix 1, include working weekends and public holidays, and the requisite special aquatic events on Boxing Day, New Year's Eve and Australia Day. Team Leaders Environmental Services and Environmental Service Officers' ordinary hours of work include working a rostered 12 hour day, 3 days on and 3 days off as detailed in the Memorandum of Understanding between the parties (attached at Appendix 4).

10.7 Annualised salaries group 3: investigations

10.7.1 Ordinary hours of work shall not be less than 161 per month averaged over a twelve month period. The salaries in this clause covers all incidents of employment shall be adjusted in the same manner as are salaries in clause 10.2. The ordinary hours of work for positions in Group 3,

listed in Appendix 1, include routinely working outside core hours, and on weekends and public holidays as required by the business needs of NSW Maritime.

10.8 Annualised salaries group 4: remote supervision

10.8.1 Group 4 relates to identified positions, set out in Appendix 1, without ready access to a Regional Manager, with a need to supervise a large number of people, and routinely working outside core hours, and on weekends and public holidays. The conditions for this group are currently being reviewed by NSW Maritime.

10.9 Harbour master/marine pilots at Yamba and Eden

10.9.1 With effect from 1 July 2006 the annualised salary for the positions of Harbour Master/Marine Pilot at the Ports of Yamba and Eden shall be \$112,176 and the salary shall be adjusted in the same manner as are salaries in clause 10.2.

10.9.2 NSW Maritime acknowledges that the salary for Harbour Master/Marine Pilots at Yamba and Eden from 1 July 2004 is tied to its requirements for the working and management arrangements existing at that time. Should the working and/or management arrangements for the Ports change during the life of the Award, the salary will be reconsidered.

10.10 Ministry officer scale

10.10.1 The Ministry Officer salary scale applies to the positions resulting from the integration of the former Maritime Assets Division. The salary scale applies until positions fall vacant or are redesigned, at which time the position will be placed at a salary point on the Maritime Officer scale following job redesign and job evaluation.

10.10.2 The salary rates are contained in Appendix B.

10.11 Personal salary rates

10.11.1 The salary rates are contained in Appendix B

10.12 Senior Maritime Officer (SMO) classification

10.12.1 The classification of Senior Maritime Officer has been created within NSW Maritime. The level at which a Senior Maritime Officer will be paid and also when and if a SMO moves from Level 1 to Level 2 shall be the decision of the Chief Executive. The salary rates are contained in Appendix B.

10.12.2 The salary for Senior Maritime Officers is all inclusive and covers all incidents of employment. Consequently, SMOs are excluded from the provisions of Clause 10.25 of this Award.

10.12.3 The provisions for Additional Hours for Senior Maritime Officers are set out in paragraph (ix) of subclause 13 of this Award.

10.13 Trainees

10.13.1 Trainees will be paid in accordance with the National Training Wage Award.

10.14 Allowances

10.14.1 The following allowances are set by the NSW Premier's Department and are contained in Premier's Circulars and Memoranda. The rates below apply from 1 July 2006 and will be adjusted in accordance with advice from the Premier's Department.

Classification	Description	
First Aid Officers	Designated First Aid Officer responsible for a First Aid Kit in a workplace of 25 or more people	\$568 a year
Senior First Aid Officer	Employee designated in charge of First Aid Room NB. Allowance not available where a First Aid qualification is part of an essential job requirement eg. AMSA Certificate, Coxswain's Certificate	\$856 a year
Community Language Allowance Scheme (CLAS)	Applies to designated staff who are able to give language assistance and have passed the CLAS examination	\$926 a year
On call allowance	Shipping Safety staff who are rostered to be on call, in the event of an emergency, outside core hours and at weekends and on Public Holidays	\$0.62 an hour

10.14.2 The following allowances are determined by NSW Maritime:

Classification	Description	\$ rate
Environmental Services Master 5 allowance	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	\$6238 a year
Allowance - Caravan, Tent & Boat	Applies to staff required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation is neither available nor appropriate,	Daily allowance of \$33.60 or any other amount as determined from time to time by NSW Maritime

10.14.3 The clause should be read in conjunction with sub clause 7.2 of this Award.

10.15 Related issues

10.15.1 Severance payments and overtime are to be calculated exclusive of shift allowances and weekend penalties.

10.15.2 Severance payments for employees in receipt of annualised salaries are to be calculated on the basis of the annualised salary.

10.16 Cost neutrality

10.16.1 Any allowance approved by the Chief Executive pursuant to Clause 7.2 (iii), including any allowance that is aggregated into an annualised salary, which is recognised for the purposes of superannuation shall be cost neutral to NSW Maritime.

10.16.2 Cost neutrality is achieved by applying a deflator of .84. The deflator is based on on-costs of 20.5%, comprised of superannuation at 14.5%, long service leave at 6%. For the term of this Award, the deflator of .84 shall apply unless any other deflator is agreed between the parties.

10.17 Merit breaks

10.17.1 Merit (that is advertising and merit selection) will be the basis for promotion.

10.17.2 However, if a job is redesigned and reevaluated, the incumbent can "follow the job" and be direct appointed if the change of level follows the pattern below. In all other cases the position will be advertised and filled on merit.

ORIGINAL LEVEL	NEW LEVEL
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18

10.18 Deductions from salary

- 10.18.1 The deductions of union membership fees will continue to be a service offered to NSW Maritime staff.

10.19 Novated leases

- 10.19.1 NSW Maritime agrees to continue the arrangement with a recognised financial institution which administers novated leases for the purchase of motor vehicles as an employment benefit for all staff.

10.20 Superannuation

10.20.1 Changes in Public Sector Superannuation

NSW Maritime agrees to comply with any Crown Employees (Public Sector Conditions of Employment) Award with regard to changes and/or an increase in employer contributions to superannuation.

10.20.2 Choice of Superannuation Fund

NSW Maritime will continue to provide full choice of Superannuation Fund for employees eligible to join First State Super as a full member. This is in accordance with the *First State Super Act 1992*. Members of NSW Public Service defined benefits schemes are excluded from the Federal Government's choice of fund legislation.

10.21 Salary packaging - superannuation

- 10.21.1 NSW Maritime provides pre-tax superannuation provisions in accordance State Government guidelines and ATO Ruling TR 2001/DG.

10.22 Employment benefit related motor vehicles

- 10.22.1 Positions at MA17 or MO17 and above and Regional Managers will be able to use this employment benefit at the business/private rate as part of a salary sacrifice package as determined by a logbook audit, on a similar basis to the Senior Executive Service.

10.23 Overtime

- 10.23.1 The provisions of this clause shall not apply to the Harbour Masters/Marine Pilots at Eden and Yamba, Senior Maritime Officers, and all other positions on Annualised salaries listed in clauses 10.6, 10.7, 10.8 and 10.9.
- 10.23.2 The following overtime provisions will apply to staff who work outside the span of ordinary hours described in clause 2.8.

10.23.3 35 Hour per week Staff

- (i) Overtime worked Monday to Saturday will be paid at the rate of time and one half for the first two hours and double time thereafter.
- (ii) Overtime worked on a Sunday will be paid at the rate of double time.
- (iii) Overtime worked on a public holiday will be paid at the rate of double time and one half, in addition to the normal remuneration for that day.
- (iv) Staff required to work overtime beyond the spread of hours Monday to Friday or beyond 12:30 p.m. on Saturdays, Sundays and Public Holidays will be entitled to a paid meal. This payment will be agreed to the rate determined from time to time and applied within the NSW Public Service.

10.23.4 38 Hour per week Staff

- (i) Overtime worked Monday to Saturday will be paid at the rate of double time.
- (ii) Overtime worked on a Sunday will be paid at the rate of double time and one half.
- (iii) Overtime worked on a public holiday will be paid at the rate of double time and one half in addition to normal remuneration for that day.
- (iv) Staff required to work overtime beyond the spread of hours Monday to Friday or beyond 12:30 pm on Saturdays, Sundays and Public Holidays will be entitled to a paid meal. This payment will be agreed to the rate determined from time to time and applied within the NSW Public Service.

10.23.5 Staff on 12 hour day 3 days on 3 days off roster - Team Leaders Environmental Services and Environmental Services Officers

10.23.5.1 The provisions for overtime for this group are contained in the clause 8.6.3

10.24 Payment of salaries

10.24.1 Payment of salaries and additional time shall be on a fortnightly basis on a Thursday. Staff shall be paid by means of a direct deposit into their account at one of the major banks, building societies or credit unions.

11. Productivity

11.1 Remuneration increases

11.1.1 Increases in the remuneration structure set out in clause 10.2 of this award are based on the commitment of the parties to the implementation of the following organisational measures:

- (a) Time lost due to sickness and workplace accidents - 5 days per employee a year.
- (b) Time lost due to industrial disputes - Nil per annum.
- (c) Annual Leave Accruals

The Parties agree that the maximum entitled annual leave balance shall be no more than 30 days (or pro-rata equivalent for part-timers) by end of the NSW school holidays in July each year. Where an employee does not voluntarily schedule leave to meet the required target the parties agree that:

- (1) such employees will be directed to take and
- (2) will be deemed to be on leave even if they attend work on the scheduled days for the leave.

12. Deductions from Salary

The deduction of union membership fees will continue to be a service offered to Authority staff.

13. Hours of Work

Unless otherwise specified in this Award

13.1 Definitions

- (i) 35 Hour per week employee means all NSW Maritime employees that are full-time staff other than Senior Boating Service Officers, Boating Service Officers, Riverkeepers Team Leaders Environmental Services, Environmental Service Officers, Managers at Salary Level MO17/MinO17 or above, Regional Managers, Marine Investigators or 38 Hour per week employees.
- (ii) 38 Hour per week employee means a NSW Maritime employee who is deemed to be a "38 hour per week employee" by their letter of appointment.
- (iii) An employee who works a 12 hour day, rostered on three days and three days off, is deemed to work an average 1792 hours a year.

13.2 Hours of Work

- (i) Hours of work within this Award will be arranged to take into consideration the specific business needs of NSW Maritime and, where possible, the work preferences of staff.
- (ii) The hours of work arrangements specified in this Award are available on the condition that an adequate service is maintained at all times. Services and functions provided by NSW Maritime will not be withdrawn to accommodate the absence of staff under the hours of work arrangements.
- (iii) Starting and finishing times within the spread of hours should be mutually agreed between management and staff, however if agreement cannot be reached the needs of the organisation must prevail and managers will therefore determine starting and ceasing times. Once starting and ceasing times have been established reasonable notice will be given (normally 5 calendar days) of any changes required.
- (iv) The working of additional hours within the spread of hours will be by reasonable notice from management.

13.2.1 Ordinary Hours - 35 hour per week Employees

- (i) Ordinary hours of work will be an average 35 hours per week over a cycle of four weeks on any day Monday to Friday (excluding Saturday and Sunday) to be determined by each business unit, provided the total number of hours worked are:

140 hours for staff on a four week cycle

280 hours for staff on an eight week cycle

420 hours for staff on a twelve week cycle.

- (ii) Ordinary hours worked Monday to Friday are hours worked between 7:00am and 7:00pm.
- (iii) Ordinary hours will exclude the meal breaks, which will be a minimum of 30 minutes and will be taken subject to operational requirements. Time taken for a meal break will not count as hours worked.
- (iv) Notwithstanding any other provisions of this clause a staff member and his/her supervisor/manager may at any time agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

13.2.2 Ordinary Hours - 38 hour per week Employees

- (i) Ordinary hours of work will be an average of 38 hours per week over a cycle of four weeks on any day Monday to Friday (excluding Saturday and Sunday) to be determined by each business unit, provided the total number of hours worked are:

152 hours for staff on a four week cycle

304 hours for staff on an eight week cycle

456 hours for staff on a twelve week cycle.

- (ii) Ordinary hours worked on any day Monday to Friday are hours worked between 6:00am and 6:00pm.
- (iii) Ordinary hours shall exclude the meal break which will be a minimum of 30 minutes and which will be taken, subject to operational requirements. Time taken for a meal break will not count as hours worked.
- (iv) Notwithstanding any other provisions of this clause a staff member and his/her supervisor/manager may at any time agree to other arrangements provided they meet the need of the business unit and the contract hours are worked within the cycle.

13.2.3 Ordinary Hours of Work: Harbour Master/Marine Pilots, Yamba and Eden

- (i) The ordinary hours of work for the Harbour Master/Marine Pilots at Eden and Yamba will be an average of 38 hours per week over a four-week cycle and arranged to meet operational and business requirements.
- (ii) The Harbour Master/Marine Pilots at Eden and Yamba are required to work additional hours. An exhaustion break will apply after 18 continuous hours including meal breaks.
- (iii) Where additional hours are required and are considered by the employee concerned to be excessive, the work will be performed and such grievance be pursued in accordance with Part 8 Grievance Handling and Dispute Resolution Procedures.
- (iv) Any changes in starting and finishing times will be undertaken in consultation with the employees concerned.
- (v) The provisions of clause 3.25, Overtime, will not apply to the Harbour Master/Marine Pilots at Eden and Yamba.

13.2.4 Additional Hours

- (i) The provisions of this Clause do not apply to the positions of Senior Boating Service Officers, Boating Service Officers, Riverkeepers, Marine Investigators,

Team Leaders in Environmental Services, Environmental Service Officers, Managers at Salary Level MA17/ MO17 and above and Regional Managers. The Provisions for additional hours for Senior Maritime Officers are contained in (vi) below.

- (ii) Hours worked in addition to the total number of ordinary hours required to be worked pursuant to the relevant clause are "additional hours" and shall only be worked/accrued with the agreement of the supervisor/manager.
- (iii) Additional hours up to a maximum of 21 hours per four week cycle, are to be taken off at a mutually convenient time, as time off in lieu on the basis of one hour per additional hour worked. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. In circumstances where operational requirements do not allow for time off in lieu, payment at ordinary time may be made.
- (iv) Additional hours worked in excess of 21 hours in a four week cycle are paid at time and one half up to 28 hours and double time thereafter or alternatively, by agreement, taken as time off in lieu at ordinary time
- (v) It is the intent of this Clause to enhance flexibility not to reduce remuneration or to consistently extend the working week past the agreed basis of either 35 or 38 hours. If the parties believe the application of this clause is contrary to its intent a review may take place on a case by case basis and may consider such matters as the functional delegation of duties, team numbers, aggregation of salaries and any other measures that may be agreed upon in order to resolve the issue.
- (vi) Provisions for Additional Hours for Senior Maritime Officers include:

the working and/or accruing of additional hours shall only be with the agreement of the manager;

based on a four week cycle hours, worked in addition to the contract 140 hours, up to a maximum of 161 hours be taken at a mutually convenient time, as time off in lieu, and

additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement.

13.2.5 Call Back and 10 Hour Break Between Rosters

- (i) Staff recalled to work will be entitled to be paid a minimum of 4 hours at the appropriate rate on the understanding that this provision will not apply to staff called in to work early in which case, if outside the spread of ordinary hours, they shall be paid at the overtime rate.
- (ii) Where an employee works additional hours, the employee shall not be required to return to work for duty for at least ten consecutive hours between the termination of work on one day and the commencement of work on the next day the employee, shall, subject to this subclause, be released after completion of such additional hours until that employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

14. Grievance Handling and Dispute Resolution

14.1 Introduction - when to use this grievance procedure

This procedure explains what to do if you have a grievance about anything to do with work. A grievance means any type of problem, concern or complaint about work or the work environment. NSW Maritime

recognises that you can't do a good job, or be fully productive, if you feel management or anyone else at NSW Maritime is treating you unfairly, discriminating against you or harassing you.

NSW Maritime has policies that set standards and guidelines about how managers, supervisors and co-workers are expected to behave and to conduct business on behalf of the organisation. These policies include the Code of Conduct and Ethics, leave allocation, staff selection processes, training and development, prevention of harassment. They set standards of behaviour for everyone at NSW Maritime. You can find copies of these policies on the Employee Relations website in the "Information for Staff" section.

14.2 Matters that may be dealt with under this grievance procedure

There are many matters that may give rise to a grievance. For example, a grievance may relate to a perceived lack of training opportunity or being denied leave. Grievances may also involve suspected discrimination or harassment against a staff member and/or may be a matter to which the *Anti-Discrimination Act 1977* applies. If you have any type of problem, concern or complaint about work or the work environment, use this grievance procedure so the issue can be sorted out as quickly as possible.

14.3 Important points about our grievance procedure

14.3.1 Easy to use

NSW Maritime's grievance handling procedure has been updated to take into account other best practice models. As a result, you should find the grievance procedure clear and easy to use.

14.3.2 Confidential

Only the people directly involved in the grievance, or in sorting it out, can have access to information about your grievance. Information will only go onto an employee's personnel file if more formal action is taken arising from the grievance.

14.3.3 Impartial (fair)

All sides get a chance to tell their side of the story. No-one makes any assumptions or takes any action until all relevant information has been collected and considered. All sides have access to support or assistance if they want or need it.

14.3.4 Sensitive

All grievances will be dealt with sensitively and professionally by staff experienced in these matters.

14.3.5 Free of unfair repercussions or victimisation

Management will take all necessary steps to make sure that people involved in a grievance are not victimised by anyone for coming forward with the grievance or for helping to sort it out. Any victimisation will be taken seriously and may result in disciplinary action.

14.3.6 Sorted out with a minimum of fuss

NSW Maritime's aim is to sort out all grievances at the lowest level possible with the minimum of fuss. In many cases grievances can be sorted out by agreement between the people involved with no need for formal action.

14.3.7 Timely

NSW Maritime aims to deal with all grievances as quickly as possible.

14.4 Can you sort the grievance out yourself?

If you feel able to try this approach, then do it as soon as you can. In the meantime continue to work normally unless there is a proven health or safety risk to any of the parties involved. (In such a case notify the Manager Employee Relations, who will consult with the appropriate union, and then advise the Chief Executive on how normal work can proceed in a manner which avoids any risk to the health and safety of staff or the public).

If you aren't sure how to handle the problem contact an appropriate person who you can talk to about your concerns. An appropriate person may be your supervisor, your manager, the spokeswoman, someone in Employee Relations, a union delegate or official, the Employee Assistance Program Counsellor (see Section 7 - Summary of Steps). It is usually helpful to select someone local to the situation as often matters can then be sorted out speedily.

If your grievance concerns the way in which a recruitment and selection process was carried out, you should contact the Manager Employee Relations as soon as possible with the details of your concern. You should note that this Grievance Procedure does not apply to complaints about the outcome of a selection process. If you are unsuccessful in gaining a promotions position, you may have rights to appeal to the Government & Related Employees Appeals Tribunal (GREAT).

If the matter involves allegations of corrupt conduct, you should report the matter according to the procedure outlined in NSW Maritime's Internal Reporting System, which is available on the Employee Relations website in the "Information for Staff" section.

14.5 What will the person I approach on my grievance do?

Many staff have experience in helping anyone who has, or thinks they may have, a grievance. They can give you confidential advice about the best way to tackle your problem and where you can go if you need more help. Depending on their position in the organisation they may not be allowed to investigate or sort out your grievance. However, if they are not the person who will help sort out your grievance, they can go with you to see someone who can sort it out for you.

Wherever practical, within two working days of you approaching them they will:

- (1) Get full information from you about your grievance and what will sort it out as far as you are concerned
- (2) Explain the rest of the grievance procedure; they will also refer you to people who can provide you with support if you need it
- (3) Decide if they are the appropriate person to continue handling the grievance - they may not be of a sufficiently senior level, too biased or seen to be too biased, to handle the grievance. If they can't handle the grievance they will, with your agreement, refer you to another appropriate supervisor or manager or the Manager Employee Relations. That person will talk with you and then continue the process as described below.

Wherever practical, within two working days of your interview with them they will:

- (4) Put the information they've received from you to the person/people you're complaining about and get their side of the story.

Within a reasonable time of interviewing the person/people you're complaining about the grievance handler will:

- (5) Assess the matters alleged in your grievance and determine whether formal action may be necessary

14.6 What are the possible outcomes?

14.6.1 Joint agreement

Many grievances will be able to be settled by joint agreement between the people involved in the grievance. No records or notes will go on anyone's personnel file. The person who handled the grievance will write a confidential report. This report will be filed in a confidential grievance filing system within Employee Relations. Only senior managers and Employee Relations staff will have access to this, and only when necessary.

14.6.2 Mediation

If joint agreement can't be reached internally, then the parties can agree to refer the matter to an independent mediator/arbitrator. The Manager Employee Relations can arrange this.

14.6.3 Not enough proof to be able to act

If there is not enough proof to work out who is telling the truth, no disciplinary action will be taken. Instead, NSW Maritime may decide to:

monitor the people involved

consider wider staff training on the particular policy or standard involved.

14.6.4 Disciplinary action

If the person sorting out the grievance decides that there has been a breach of one of NSW Maritime's policies or standards NSW Maritime may decide to take disciplinary action against the person or people who breached the standard or policy.

14.6.5 Criminal or illegal activity

If the person sorting out the grievance believes that criminal or illegal activity may be involved, they are to inform the Manager Employee Relations immediately.

14.7 Formal Advice

At the end of the grievance handling process, the person who lodged the grievance will be informed in writing of the outcome.

14.8 Concluding the Process

The person handling the grievance should let the individual with the grievance know that there has been some action, resolution or closure of the issue. They do not necessarily need to know details of the action taken or the terms of the resolution; only that action was taken or the issue was resolved or closed.

14.9 Who else can help?

At any time during a grievance you are involved in you can get confidential support and advice from the Employee Assistance Program (EAP) Staff Counsellor or Employee Relations or your union representative. You can get advice from these people if you are the person who has the grievance or if you are the person who has been 'accused' of doing something wrong. You can also have a support person present at any meetings if you wish (who supports you but does not act as an advocate).

In addition, you may contact an external agency for advice or help.

Organisations that may be able to help are:

Your Union

AMOU (02) 9264 2388

ASU (02) 9310 4000

MUA (02) 9264 5024

Workplace Counsellor - Joanne Thyer 1800 337 068

NSW Anti-Discrimination Board

Level 4

175-183 Castlereagh

St ,Sydney NSW

2000

ph (02) 9268 5555

fax (02) 9268 5500

*TTY (02) 9268 5522

Wollongong Gov't Offices

84 Crown St

Wollongong 2500

ph (02) 4224 9960

fax (02) 4224 9961

TTY (02) 4229 4143

Level 1

414 Hunter St

Newcastle East 2302

ph (02) 4926 4300

fax (02) 4926 1376

TTY (02) 4929 1489

*TTY - telephone typewriter for deaf or hearing impaired persons

Enquiries Line/Employers Advisory Service - ph (02) 9318 5444

Toll free number 1800 670 812 if calling from outside the Sydney area

World wide web address - <http://www.agd.nsw.gov.au/adb>

14.10 Summary of steps to follow if you have a grievance

	What to do	When
Step 1	<p>If you can, try to sort the grievance out yourself with the person or people involved. You may find that they didn't mean to do what they did.</p> <p>Continue to work normally unless there is a proven health or safety risk to any of the parties involved. (In such a case, notify the Manager Employee Relations who will advise the Chief Executive, so that other arrangements may be made).</p>	<p>Do this as soon as possible</p> <p>Immediately</p>
Step 2	<p>If: you aren't sure how to handle the problem yourself, or you just want to talk confidentially about the problem with someone and get some more information about what you can do, then talk to an appropriate person.</p> <p>(Appropriate persons may include your supervisor or manager, Manager Employee Relations, Learning and</p>	<p>Do this as soon as possible</p> <p>These individuals must speak</p>

	Development Manager, union delegates or officials, the spokeswomen or the Employee Assistance program (EAP) staff counsellor.) Note: If necessary, NSW Maritime will arrange and pay for the cost of an interpreter	with you as soon as they can and preferably on the same day you ask to see them
Step 3	To get the grievance sorted out, go to see: your supervisor, or if you don't feel comfortable or that it is inappropriate for you to see them, your manager, or if you don't feel comfortable or that it is inappropriate for you to see them, any other supervisor or manager who is at a higher level than you, or an appropriate member of the ER team.	Do this as soon as possible The person you see must get full information from you as soon as possible. Unless there is a very good reason not to, they should do this within two working days They must then sort out the grievance as fast as possible and must advise you, in writing, of the outcome.
Step 4	If you are unhappy with the way the grievance is being, or has been, sorted out, you can raise your concerns with: the manager of the person who was/is sorting out your complaint, or if you don't want to see them any other more senior manager or the Manager Employee Relations or Learning and Development Manager.	Do this as soon as possible NSW Maritime aims to have any concerns sorted out as quickly as possible
Step 5	If you are still unhappy, you can get advice from any relevant external agency, for example: your union and the NSW Anti-Discrimination Board	Do this as soon as possible Each agency will tell you their time limits Contact numbers in Section 6.

14.11 Dispute Resolution Procedures

Any dispute between employees or their union and NSW Maritime should follow the steps below. In addition, the principles underlying the resolution of grievances should be followed in dealing with disputes. Industrial relations past precedent dictates that normal work must continue while these Procedures are being followed. If a health or safety risk is present, the Manager Employee Relations should be notified for appropriate assessment and action.

14.11.1 What is a Dispute?

A dispute generally refers to a complaint or difficulty that affects more than one employee. A formal procedure gives the opportunity to resolve a dispute before industrial action takes place. For instance, a decision that changes the working conditions of a group of employees within a work area may become a dispute.

14.11.2 Steps to be followed in resolving a Dispute

Step 1

An employee representative or the union representative should contact the relevant supervisor first. The supervisor must start to deal with the dispute as quickly as possible, usually within 24 hours of being notified. The Manager Employee Relations must also be advised of the dispute as soon as possible.

Step 2

If the dispute is unresolved, an employee representative or the union representative may approach the Regional/Branch Manager or equivalent to resolve the dispute. Where the dispute has industrial or human resource implications, the Regional/Branch Manager should seek the advice of the Manager Employee Relations.

Step 3

At this point, if the dispute remains unresolved, the Regional/Branch Manager should inform the Chief Executive.

Step 4

NSW Maritime or the union may refer the dispute to the Industrial Relations Commission of New South Wales.

14.11.3 Keeping records relating to the dispute

A copy of the papers that relate to the dispute should be sent to the Manager Employee Relations with the originals retained at the local level for a reasonable period. The +supervisor or manager should ensure the papers are secured and Employee Relations is available as a secure storage repository. All parties directly concerned with the dispute should be given an opportunity to read and comment on papers relating to them. Documentation should be kept separate from personnel files.

15. Leave**15.1 Anniversary Date**

15.1.1 The anniversary date for all leave other than Annual Leave, Long Service Leave and Sick Leave shall be the first day of January in each year. Where employment commences after the anniversary date leave entitlements in accordance with this Award shall be on a pro-rata basis until the next common anniversary date. The anniversary date for Annual Leave and Long Service Leave shall be the date of engagement/appointment or as adjusted following any periods of Leave Without Pay. Sick Leave does not have an anniversary date - for sick leave entitlement refer Clause 16.1.2 of this Award.

15.1.2 Annual Leave

15.1.2.1 Staff are entitled to Annual Leave as follows:

- (i) Day Workers - four weeks paid leave for each completed year of service.
- (ii) Boating Service Officers (working weekends & public holidays) - five weeks paid leave for each completed year of service.
- (iii) Team Leaders in Environmental Services and Environmental Service Officers - 190 hours per annum
- (iv) Harbour Master/Marine Pilots at Eden and Yamba are entitled to five weeks paid leave for each completed year of service.

15.1.2.2 The taking of Annual Leave entitlements will be at a time mutually agreed between management, the employee and, where appropriate, the work team, having regard to leave rostering arrangements and workload requirements.

15.1.2.3 Staff on Day Work will be debited for each working day absent exclusive of Public Holidays.

15.1.2.4 Annual Leave Accruals

The Parties agree that the maximum entitled annual leave balance shall be no more than 30 days (or pro-rata equivalent for part-timers) by end of the NSW school holidays in July each year. Where an employee does not voluntarily schedule leave to meet the required target the parties agree that:

- (i) such employees will be directed to take leave and
- (ii) will be deemed to be on leave even if they attend work on the scheduled days for the leave.

15.1.2.5 An employee may elect, with the consent of NSW Maritime to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties in order to meet their personal carer's responsibilities.

15.1.2.6 An employee may elect with NSW Maritime's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their personal carer's responsibilities.

15.1.2.7 The conditions for the taking of Annual Leave are set out in the relevant Parts of this Award.

15.2 Long Service Leave

15.2.1 Staff are entitled to Long Service Leave as follows:

Period of Service	Accrual
After ten years of service	44 working days
For every further completed year of service	11 working days

Leave Without Pay does not count for service for the purpose of Long Service Leave.

15.2.2 Staff engaged on Day Work will be debited for each working day absent exclusive of Public Holidays.

15.2.3 The conditions for the taking of Long Service Leave are set out in the relevant Parts of this Award.

15.2.4 Payment of proportionate extended leave arises when an employee has completed service of at least 5 years but less than 7 years, and the employment is being terminated:

either by the employer for any reason other than the employee's serious and intentional misconduct; or

by the employee on account of illness, incapacity or other domestic or pressing necessity.

Employees with 7 or more years service will be entitled to take (or be paid out on resignation) Long Service leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted.

There is no requirement for an employee with 7 or more years of service to have been terminated or to have left employment because of illness, incapacity or domestic or other pressing necessity to claim an entitlement. No repayment will be required if an employee does not reach 10 years service.

15.2.5 An employee with an entitlement to Long Service leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of absence from work, except for employees who are members of First State Super or another complying fund of their choice, for whom the double payment is superable. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

Other leave entitlements, e.g. Annual leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.

Superannuation contributions will only be made on the basis of the actual absence from work ie. at the single time rate.

15.2.6 Public holidays that fall whilst on a period of Long Service leave will be paid and not debited from an employee's leave entitlement.

15.2.7 Benefits in clauses 15.2.5, 15.2.6 and 15.2.7 apply to employees who have entitlement to commence the relevant form of leave on or after 1 January 2005.

15.2.8 Salary will be paid at the rate specified in accordance with *the Long Service Leave Act*.

15.2.9 The taking of accrued leave on half pay is not an entitlement but a concession available only on an approved basis.

15.3 Public Holidays

15.3.1 The following days or the days upon which they are observed shall be Holidays, viz New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, National Aboriginal Day (for Aboriginal staff), Labour Day, Christmas Day, Boxing Day and all other days which may be gazetted as public holidays throughout the State.

15.3.2 Subject to the provisions of subclause 20.3.4. there shall be no deduction of pay for public holidays not worked.

15.3.3 Staff who absent themselves from duty without approval from a delegated manager on the working day prior to and/or the working day following any Public Holiday shall not be entitled to receive payment for such holiday.

15.3.4 As from 1 January 2005, Public holidays that fall whilst on a period of Long Service leave will be paid and not debited from an employee's leave entitlement.

15.4 Leave Without Pay

15.4.1 A staff member wishing to take a period of Leave Without Pay shall make application to the Chief Executive via their supervisor specifying the reasons for such Leave and the period of leave proposed.

15.5 Trade Union Training Leave

15.5.1 Paid leave may be granted up to a maximum of 12 days in any period of two years to a staff member to attend short trade union training courses or seminars conducted by or with the support of the ACTU on the following conditions -

- (i) That operating requirements permit the granting of leave.
- (ii) That the scope, content and level of the short course are such as to contribute to a better understanding of staff relations and be of benefit to NSW Maritime as a whole.

- (iii) Leave granted for trade union training will count as service for all purposes.
- (iv) Expenses associated with attendance at such courses or seminars will be met by the staff member concerned but leave may include travelling time necessarily required during working hours to attend such courses or seminars.
- (v) Applications for leave must be accompanied by a statement from the union that it has nominated the staff member concerned for such course or seminar and supports the application.

15.6 Sick Leave

15.6.1 The Sick Leave provisions are designed to remove any abuses of sick leave and to provide paid leave for genuine illness. In addition other provisions have been introduced, such as Personal and Carers Leave to provide support for staff unable to attend work for personal reasons.

15.6.2 The minimum standard for Sick Leave is one week on full pay for each year of service cumulative on a three years to date basis.

15.6.3 Where illness occurs, Sick Leave may be available as required. Each individual case shall be reviewed in accordance with the following procedures -

15.6.4 It is the staff member's responsibility to report their inability to attend work in order to qualify for payment.

15.6.5 Documented medical evidence and/or a medical examination by a medical practitioner will be necessary where required by NSW Maritime.

15.7 Personal and Carer's Leave

15.7.1 Paid Leave may be provided for staff to arrange or provide short term care for sick, injured or aged dependants or family members.

15.7.2 Paid Leave may also be provided for staff in the case of the death of a dependant or family member. In the case of bereavement, if Personal Carer's Leave has been exhausted, then Special Leave can be requested (See 16.3 below)

15.7.3 A "dependant" in both 15.7.1 and 15.7.2 is defined as any person who has a family relationship (including de-facto partners of the opposite or same gender) with the staff member or for whom the staff member is responsible in terms of care and support. See Personal Carer's Policy for complete definition of "dependant".

15.7.4 Each individual case will be determined on a case by case basis.

15.7.5 Leave for such purposes of up to 5 days per calendar year may be granted by the relevant delegated manager.

15.7.6 If Personal Carer's Leave has been exhausted, then untaken Sick Leave of up to 5 days a year may be accessed for the current year and the three previous years for the purposes of caring for a dependant.

15.7.7 An employee may elect, with the consent of NSW Maritime to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties in order to meet their personal carer's responsibilities.

15.7.8 An employee may elect with NSW Maritime's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their personal carer's responsibilities.

15.8 Special Leave

15.8.1 The flexible working hours arrangements provide an opportunity for staff to attend to personal business during business hours without the need for access to additional time off.

15.8.2 In addition to Personal and Carers leave, there may be other circumstances where a staff member may require time off during working hours to attend to personal or emergency situations. Leave for such special purposes may be granted by a delegated manager subject to the agreement of the work team, where appropriate, and the staff member establishing a genuine need on a case by case basis.

15.8.3 Special leave will include, but not be limited to, time off for bereavement and jury service

15.8.4 Each individual case will be determined on a case by case basis.

15.9 Maternity, Adoption and Parental Leave

15.9.1 Permanent and temporary staff who have completed at least forty weeks continuous service either with NSW Maritime or with an organisation listed in the Schedule to the *Transferred Officers Extended Leave Act 1961*, prior to commencement of Maternity Leave shall be granted paid Maternity Leave on full pay for 14 weeks from the date Maternity Leave commences. Maternity Leave may commence up to 14 weeks prior to the expected date of birth as indicated on the medical certificate furnished with the application for Maternity Leave.

15.9.2 Payment for Maternity Leave may be on a normal fortnightly basis; or in advance in a lump sum; or at a rate of half pay over a period of 28 weeks on a regular fortnightly basis.

15.9.3 Staff may elect to take available Annual Leave on half pay in conjunction with any period of Maternity Leave on half pay.

15.9.4 Staff who have been granted Annual and/or Long Service Leave in respect of any period subsequently allowed as paid Maternity Leave shall be re-accredited with such Annual and/or Long Service Leave.

15.9.5 An employee who will be the primary care giver from the date of taking custody of an adopted child is entitled to payment at the ordinary rate of pay for a period of 14 weeks adoption leave, or the period of adoption leave taken, whichever is the lesser, provided that the employee:

- (i) applied for adoption leave within the time and manner determined by the designated manager;
- (ii) prior to the commencement of adoption leave, had completed not less than 40 weeks' continuous service.

15.9.6 Employees of NSW Maritime, who become parents and are not eligible for maternity or adoption leave, may apply for unpaid Paternal Leave in terms of the *Industrial Relations Act 1996*. Employees will be able to apply for parental leave:

- (i) provided that reasonable notice has been given to their manager to allow necessary arrangements to be made;
- (ii) prior to the expected date of birth or taking custody (in the case of adoption) have completed not less than 40 weeks' continuous service.

15.9.7 Up to one week on full pay or two weeks on half pay is available to employees who meet the above criteria, in 15.9.6. The period of parental leave does not extend the current entitlement of up to 12 months leave, but is part of it.

- 15.9.8 Parental leave is available to male or female staff. Parental leave may begin at any time up to two years from the date of birth or taking custody of the child.
- 15.9.9 Employees who are eligible for paid maternity, parental or adoption leave are entitled to up to 12 months of unpaid leave. The paid component of the leave is included in this 12 months and does not extend the total period of leave.
- 15.9.10 Casual employees are entitled to unpaid maternity, parental and adoption leave under Chapter 2, Part 4, Division, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 15.9.11 An employer must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) because:
- (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on maternity, adoption or parental leave.

the rights of NSW Maritime in relation to engagement and reengagement of casual employees are not affected, other than in accordance with this sub-clause.

15.9.12 Right to Request

- 15.9.12.1 An employee entitled to maternity, adoption or parental leave may request NSW Maritime to allow the employee:
- (i) to extend the period of simultaneous unpaid maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
- 15.9.12.2 NSW Maritime shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or NSW Maritime's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 15.9.12.3 The employee's request and NSW Maritime's decision made under 15.9.11.1(i) and 15.9.11.1(ii) must be recorded in writing.
- 15.9.12.4 Where an employee wishes to make a request under the subclause 15.9.11.1(ii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

15.9.13 Communication during maternity, adoption and parental leave

- 15.9.13.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, NSW Maritime shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the held before commencing parental leave.
- 15.9.13.2 The employee shall take reasonable steps to inform NSW Maritime about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 15.9.13.3 The employee shall also notify NSW Maritime of changes of address or other contact details which might affect NSW Maritime's capability to comply with paragraph 15.9.13.1.

15.10 Child Care

- 15.10.1 NSW Maritime agrees to provide assistance with the cost of child care fees up to the value of \$260.00 pa per employee where the employee's children are in registered/approved child care facilities (i.e. long day care and vacation care).

16. Job Redesign

16.1 Criteria for job redesign

- 16.1.1 The design of existing jobs in NSW Maritime may occur according to changing business needs. The process may be activated by the employer, staff or union, but must take into account the recency of the previous design and evaluation of the position.

16.2 Job evaluation

- 16.2.1 The Mercer Cullen Egan Dell Job Evaluation System is used by NSW Maritime to assess the work value of positions

16.3 Job evaluation program

- 16.3.1 The following table sets out how the work value points determined by the Mercer Cullen Egan Dell Job Evaluation System will be translated into the salary model. The table below sets out the range of work value points for each entry point:

Level	Mercer CED Points
1	60 - 69
2	70 - 78
3	79 - 90
4	91 - 103
5	104 - 117
6	118 - 134
7	135 - 153
8	154 - 173
9	174 - 199
10	200 - 229
11	230 - 262
12	263 - 300
13	301 - 343

14	344 - 392
15	393 - 448
16	449 - 512
17	513 - 590
18	591 - 669

17. Workplace Representatives

17.1 Roles and responsibilities

17.1.1 The role and responsibilities of union workplace representatives, and the mutual understandings of NSW Maritime and unions regarding union delegates, are set out below:

- 17.1.1.1 Delegates are empowered to act in an official capacity for and on behalf of their union in accordance with its rules.
- 17.1.1.2 It is fundamental that delegates are staff of NSW Maritime and that their prime responsibility and duty is as staff. Their activities on union business must not be inconsistent with their contract of employment.
- 17.1.1.3 On election/nomination of a member as a delegate, NSW Maritime expects the union concerned to notify it in writing addressed to the Manager Employee Relations advising the following information:
- (i) New delegate's name.
 - (ii) Name of delegate replaced, new or additional position.
 - (iii) Work location and telephone contact number.
 - (iv) Work group that the delegate is responsible for.
- 17.1.1.4 Upon receipt of a notification including the information outlined in Clause 17.1.3 above, NSW Maritime recognises delegates as in Clause 17.1.1.
- 17.1.1.5 This recognition supports the legitimate part played by delegates in operations of the union in its dealings with NSW Maritime and involves activities such as:
- (i) Advising members on the best way to deal with particular problems in their individual cases (such as pay queries, leave matters, errors in entitlements). Assistance in these cases would generally be available through supervisors or personnel in the payroll or human resources areas.
 - (ii) Presenting complaints or concerns of the work group which the delegate is responsible for to the supervisor. In doing so, the delegate is expected to be aware of and follow the Grievance Handling and Dispute Resolution Guidelines detailed in Part 14 of this Award.
 - (iii) Attending meetings or conferences called by their union(s), Peak Councils or NSW Maritime.
 - (iv) Attending proceedings at the Industrial Relations Commission when required as a witness or to assist the union advocate.
- 17.1.1.6 Delegates must obtain prior approval from their supervisors to attend meetings and conferences (as set out in Clause 17.1.1.5 above).

- 17.1.1.7 NSW Maritime is not under any obligation to pay its delegates whilst they attend to union business, however in line with the spirit inherent in recognition of the role of delegates, NSW Maritime is prepared to pay where the following criteria are met:
- (i) Safety and operational requirements are not prejudiced, an application for special leave is submitted and supervisor approval is obtained beforehand.
 - (ii) NSW Maritime considers that the request is reasonable and leads to more constructive staff relations.
 - (iii) For proceedings at the Industrial Relations Commission, assistance to a Union Advocate is limited to no more than two delegates on each occasion.
- 17.1.1.8 The procedure for notifying meetings convened by unions and Peak Councils is notification in writing, giving two working days notice of the meeting, including dates, venues, proposed agenda and approximate time the meeting will take and details of delegates expected to attend. NSW Maritime will be provided with an attendance list of meetings. In exceptional circumstances, the parties agree the above procedures may be waived.
- 17.1.1.9 The current practice, whereby recognised union delegates are allowed a reasonable opportunity to carry out general union business on-site at a time mutually convenient to the staff and NSW Maritime, will be continued.
- When involved in union activity, delegates are expected to observe the same standards of conduct and behaviour as any staff. Breaches will be dealt with on the same basis as for all staff - either under the NSW Maritime Disciplinary Procedures or other appropriate action.
- 17.1.1.10 NSW Maritime reserves the right to notify the relevant union should it consider a recognised delegate is abusing any privilege extended to the delegate.
- 17.1.1.11 Trade Union Training Leave - refer to Part 15 Clause 15.1 of this Award

18. Work Environment

18.1 NSW Maritime's commitment to Occupational Health and Safety.

18.1.1 NSW Maritime is committed to maintaining an accident-free and healthy workplace.

This will be achieved by:

Implementation of appropriate health and safety procedures;

Appropriate management practices;

The active and constructive involvement of all staff; and

Management and staff participation on Safety Committees

18.1.2 At all times NSW Maritime and staff will comply with the Occupational *Health and Safety Act* 2000.

18.1.3 NSW Maritime will encourage staff to take a constructive role in promoting improvements in occupational health, safety and welfare to achieve a healthy and safe working environment.

18.2 Management responsibility

18.2.1 NSW Maritime shall ensure a safe system of work as a legal obligation thus setting examples to encourage safe practices and methods.

- 18.2.2 Each workplace and its environment must be established and maintained in a safe condition without risk to health.
- 18.2.3 Machinery, plant and equipment must be safe and without risks when properly used and must be maintained in that condition.
- 18.2.4 Each work activity must be assessed to determine a safe method of operation.
- 18.2.5 Procedures need to be documented in the form of a job instruction and reviewed periodically in the light of experience or changed circumstances.
- 18.2.6 Exposure to harmful chemical and physical agents is in accordance with the specifications laid down by an approved authority and monitored to ensure compliance with specifications.
- 18.2.7 Approved protective clothing and equipment is provided and instruction given on its use, maintenance and storage.
- 18.2.8 Arrangements are made for monitoring all accident/injury and work related ill-health and appropriate corrective action taken to prevent a recurrence.
- 18.2.9 All staff are instructed in correct work practice for the work being performed.
- 18.3 Individual responsibility
- 18.3.1 Each staff member has a responsibility to work safely to the maximum extent of his/her control over, or influence on, working conditions and methods.
- 18.3.2 Observe all instructions issued to protect safety and the safety of others.
- 18.3.3 Ensure all safeguards and protective equipment provided for safety purposes are utilised accordingly.
- 18.3.4 Advise the supervisor of any hazards or deviation from safe working practices at the workplace.
- 18.3.5 Not interfere with or render inactive any safeguard or protective equipment provided for safety purposes, except when necessary as part of an approved maintenance procedure.
- 18.4 Clothing and personal protective equipment
- 18.4.1 To ensure the safety of staff, protective clothing and personal protective equipment will be issued according to exposure to hazards and risks which exist in the workplace. Where it is determined that a protective clothing issue will be made, replacement will be on the basis of condemnation.
- 18.4.2 Where a staff member is issued with protective clothing that clothing must be worn on duty except when a specific exemption has been allowed by the staff member's supervisor.
- 18.5 Anti-Discrimination in the Workplace
- Equality of Employment and Elimination of Discrimination
- 18.5.1 The parties are committed to providing a work environment which promotes the achievement of equity, access and elimination of discrimination in employment.
- 18.5.2 Anti-discrimination
- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.

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

18.6 Harassment Free Workplace

18.6.1 NSW Maritime is committed to ensuring that staff work in an environment free of harassment.

18.6.2 Harassment is any repeated uninvited or unwelcome behaviour directed at or about another person. The effect of harassment is to offend, annoy, or intimidate another person and to make the workplace uncomfortable and unpleasant.

18.6.3 Managers and supervisors shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace, and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.

18.6.4 All staff are required to refrain from perpetrating, or being a party to, any form of harassment.

19. Personnel Policies

- 19.1 The MSB Personnel Policy Manual will continue to have effect until such time as NSW Maritime amends or replaces such policies with NSW Maritime policies, or totally rescinds the policy.
- 19.2 Any proposed changes to policy will be referred to the Maritime Consultative Committee prior to any change taking effect.

20. No Extra Claims

- 20.1 Parties to this Award are obliged not to pursue any extra claims, except those allowed by Chapter 2, Part 2 of Division 1-3 of the *Industrial Relations Act 1996*. Under the Act, items may be raised for discussion with a view to achieving mutually agreed variations during the life of the Award.

PART B**SALARY RATES****Annual Salary Rate****Salaries and Allowances Effective 1 July 2006**

Maritime Officer Level	Salary Rates 1 July 2006 \$
2	37,920
3	44,027
4	46,104
5	49,572
6	51,909
7	55,808
8	58,438
9	62,823
10	65,788
11	70,724
12	74,055
13	79,610
14	83,355
15	89,604
16	93,822
17	100,845
18	104,701
19	108,643

Annualised Salary Rates - 1 July 2006	
5A	64,256
7A	70,492
7AA	68,438
10A	80,472
10AA	80,677
11A	85,407
12A	88,740
13A	88,534
15A	104,288
16A	109,048
17A	111,919
17AA	116,071
18A	115,774

Ministry Officer Levels	
Grade	Salary Rates - 1 July 2006 \$
4	47,929
5	51,531
6	53,961
7	58,014
8	60,749
9	65,306
10	68,387
11	73,520
12	76,983
13	82,756
14	86,652
15	93,147
16	97,527
17	104,829
17A	115,902
18	108,840
18A	119,913

Personal Salaries	
Grade	Salary rates - 1 July 2006 \$
3.1	45,412
4.1	46,802
5.1	50,350
5.2	51,133
7.1	57,562
8.1	59,316
8.2	61,067
9.1	63,809
9.2	64,800
11.1	71,834
13.1	80,859
16.1	95,223
17.1	101,867

Senior Maritime Officer - 1 July 2006	
SMO 1	
Level 1	\$113,961
Level 2	\$122,796
SMO 2	
Level 1	\$124,873
Level 2	\$133,678
SMO 3	
Level 1	\$138,152
Level 2	\$151,650

APPENDIX 1**Annualised Salary Groups****Annualised Salary Groups****Group 1 Designated Managers**

Business Analyst
General Counsel (MPD)
Manager Asset Services
Manager Business Improvement & Development
Manager Commercial Operations
Manager Employee Relations
Manager Finance
Manager Information Technology
Manager Marine Environment & Protection
Manager Maritime Incident Investigation
Manager Office of the Chief Executive
Manager Policy and Projects
Manager Property Administration
Manager Property Planning
Manager Ports and Projects
Manager Port and Maritime Policy and Advice
Manager Public Affairs
Manager Shipping Safety & Port Coordination
Manager Survey & Spatial Information
Manager Wharf Safety Audit
Principal Engineer
Principal Policy Officer
Regional Manager
Regional Manager Sydney

Group 2 - Operational Positions

Operations Supervisor - Sydney Harbour
Senior Boating Service Officer
Boating Service Officer Entry
Boating Service Officer Intermediate
Boating Service Officer Fully Competent
Boating Service Officer Remote Location
Riverkeeper Entry
Riverkeeper Intermediate
Riverkeeper Fully Competent
Team Leader Environmental Services
Environmental Services Officer

Group 3 - Investigations

Marine Investigator

Group 4 - Remote Supervision

Operations Manager Botany Bay/Port Hacking
Special Aquatic Events Manager

APPENDIX 2**SALARY CLASSIFICATIONS****As at 30 June 2007**

Level	Salary \$	Job Title
MA 1	34,655	
MA 2	37,920	
MA 3	44,027	Administration Assistant Customer Service Officer (Entry Level) Casual Marina Attendants
MA 4	46,104	Customer Service Officer
MA 5	49,572	Records/Procurement Officer Receptionist/Administration Officer Courier and Records Officer Marina Receptionist/Administration Officer Administration Officer Customer Service Officer Casual Bus Driver
MA 6	51,909	Legal Clerk Accounts Payable/Receivable Officer Customer Service Officer
MO 6	53,960	Casual Pilot Casual Deckhand
MA 7	55,808	Divisional Administration Coordinator Customer Service Specialist Accounts Receivable Officer Executive Assistant Administration Officer Capital Works Employee Services Support Officer Help Desk Operator
MO 7	58,013	Records Administration Officer
MA 7AA	68,438	Environmental Services Officer
MA 8	58,438	Ministerial and Executive Support Officer Media Project Officer Executive Assistant Office Manager Commercial Vessels Coordinator Trim Project Officer Accounts Payable Officer Accounts Receivable Officer Fixed Assets Officer Systems Testing Technician Survey Officer
MO 8	60,750	Port Services Officer
MA 9	62,823	Research Officer Senior Legal Clerk Customer Service Coordinator Sydney Region Planning Coordinator Client Services Team Leader Team Leader- Records Supply Coordinator Property Analyst Drafting Officer Executive Coordinator Office Manager

MA 10	65,788	Personal Assistant to the Chief Executive Ministerial and Correspondence Officer Regional Coordinator Business Coordinator Maintenance Engineer Employee Services Officer Computing Support Officer PC LAN Support
MA 10A	80,472	Boating Services Officer River Keeper
MA 10AA	80,677	Team Leader Environmental Services
MA 11	70,724	Project Officer Team Leader Customer Service Marine Examination Officer Accounts Payable Supervisor Fixed Assets Accountant Accounting Officer Budgets and Projects GIS Administration Senior Drafting Officer GIS Developer
MA 11A	85,408	Boating Services Officer
MA 12	74,055	SAP Administrator Property and Development Officer GIS Project Officer GLS Project Officer
MA 12A	88,740	Marine Investigator Senior Boating Services Officer
MA 13	79,610	Senior Media Officer Environmental Services Manager Policy Officer Operations Planning Officer Policy Officer Special Events Manager Business and Technical Support Officer Senior Marine Certification Officer Learning and Development Officer Senior Employee Services Officer Treasury Reporting Accountant Unix Systems Administrator Technician Surveyor Development Approvals Coordinator Assessments Officer
MA 13A	88,534	Botany Bay/Port hacking Operations Manager
MA 14	83,355	Solicitor Solicitor Prosecutions and General Quality Development Officer Ship Surveyor Naval Architect SMS Auditor HR Policy and Projects Officer OH&S and Workers Compensation Manager Financial Accountant System Support Manager Team leader PC/LAN Support Commercial Property Officer Senior Policy Officer MPD Project Engineer Policy and Projects Officer

MO 14	86,652	Project Planner Environmental Planner Environmental Officer
MA 14A	98,040	Operations Supervisor Sydney Harbour
MA 15	89,604	Ministerial and Parliamentary Officer Solicitor Compliance and General Corporate Planner Risk Manager Financial Systems Accountant
		Management Accountant Spatial Information Manager Senior Policy Officer Marine Certification Manager Wharf Assessment and Audit Projects Engineer Marine Infrastructure Program Manager Accommodation Manager
MO 15	93,147	Project Officer
MA 16	93,822	Ministerial and Executive Unit Manager Senior Solicitor Civil and Administration Senior Solicitor Compliance Maritime Security Officer Shipping Safety Officer Senior Surveyor (Technical) Learning and Development Manager Property Manager Commercial Property Manager Senior Assessments Engineer Senior Environmental Planner Property Assets Manager Business Solutions Manager
MA 16A	109,048	Regional Manager
MA 17	100,845	Principal Port and Maritime Analyst Manager Survey Principal Policy Officer
MO 17A	115,902	General Counsel MPD Business Analyst
MA 17A	111,919	Manager Public Affairs Manager Marine Environment and Protection Manager Maritime Incident Investigation Principal Policy Officer Manager Policy and Projects Manager Asset Services Manager Wharf Safety Audit Manager Finance Manager Information Technology Manager Survey and Spatial Manager Property Administration Principal Engineer
MA 18	104,701	
MA 18A	115,775	Manager Office of the Chief Executive Manager Shipping Safety and Port Coordination Manager Port and Maritime Policy Manager Commercial Operations Manager Employee Relations Manager Property Planning Manager Business Improvement and Development

MO 18A	119,913	Manager Ports and Projects
MA 18AA		Regional Manager
SO 1	113,961	General Counsel

APPENDIX 3

Flexible Working Practices Guidelines

NSW Maritime recognises through Clause 7.2.2 of this Award, the importance of flexibility in work arrangements. Benefits flow from such arrangements in terms of job satisfaction and productivity gains.

The ordinary hours for work for 35 hour week staff are between 07.00 and 19.00, Monday to Friday.

For Environmental Services staff on a rostered 12 hour day, 3 days on / 3 days off, ordinary hours are between 06.00 and 18.00, Monday to Sunday.

Boating Service Officers work an average span of 38 ordinary hours a week over a four week cycle. There are no fixed hours and they work additional hours to accommodate business needs. Additional hours are normally taken as time-in-lieu.

Staff whose work allows them to do the equivalent hours for a 5 day week in four days may be able to negotiate such an arrangement if business needs permit.

Staff who have personal carer's needs may be able to negotiate different work arrangements to suit their personal needs providing business needs permit.

The availability of flexible hours and flexible practices are a privilege and need to be agreed with your manager in advance.

Working from Home or Telecentres (Irregular basis)

These guidelines for staff relate to irregular / ad hoc working from home or telecentre arrangements. Where working from home is to be on a more permanent basis, a formal working from home agreement must be negotiated between the individual and their manager and signed by both parties in consultation with the Employee Relations Branch.

The ability to work in an environment where there is less potential for interruption and reduced travel time can be an attractive option on an irregular basis for certain staff or particular projects. It can also contribute to reducing road or public transport congestion.

Working from home or telecentre arrangements may be initiated by an employee or a manager.

Criteria for Application

The staff member should:

Be working on a project or paper where there is benefit in working alone

Be working on a project or paper where progress can readily be measured

Be able to organise and prioritise their work

Be contactable by telephone between agreed hours

Maintain their record of working time on their timesheet (which may occasionally be greater than 7 hours in a day, if parameters agreed in advance)

Take a break of at least 30 minutes for lunch or equivalent

Come into work if required

Incur no additional costs for NSW Maritime

Have advance approval.

The time granted can be:

Part day

Whole day

No more than once a month, unless Telecentre where can be once a week.

Exceptions where:

Special fixed term projects e.g. system testing

Maximum of 3 months where related to family or medical situation (considered on a case by case basis)

Working environment

The employee's working environment should be one which allows the individual to work with minimal interruption.

Use of NSW Maritime's laptops may be granted by a Manager subject to usual criteria and availability.

Access to NSW Maritime on-line network does not automatically flow from approval to work at home - this again is subject to the usual criteria.

Telecentres

NSW Maritime supports staff working at Telecentres where this meets the business needs of the organisation

Granting Approval

Managers must always balance the needs of the business against requests to work at home. Managers are encouraged to allow staff, who request the privilege, to work at home for a specific purpose. However their work must be of a nature that it can, on occasions, be carried out at home.

Any staff member found to be abusing the privilege will have it withdrawn and may be subject to disciplinary action.

Job Sharing

There are several examples of job sharing in NSW Maritime. This often happens because a staff member wishes to work permanent part-time instead of full-time and the other part of the job can be filled and this suits business needs. Staff who have once held a full time position have the right to return to a similar full-time position should there be a vacancy.

Job Sharing is approved on a case by case basis.

Career Breaks

NSW Maritime is open to supporting career breaks for reasons of professional development, industry experience, post-graduate study, employment overseas and sometimes for health or family reasons.

Staff can apply to the Chief Executive through their manager and Employee Relations for Leave Without Pay. Each request will be considered on a case by case basis and will depend on how business needs can be accommodated during the officer's absence.

Similarly, staff can apply to fund a career break up to 5 years in advance, by taking a lower salary in the years before the career break to allow salary still to be paid in the career break period. No more than 50% of salary can be set aside in any tax year for such purposes. After gaining support from their manager, staff interested in this option should discuss the detail with Employee Relations before making any arrangements.

APPENDIX 4

MEMORANDUM OF UNDERSTANDING

1. The parties to this Memorandum of Understanding (MOU) are the Waterways Authority (trading as NSW Maritime) and the Seamen's Union of Australia (NSW Branch).
2. This MOU sets out the principles and understandings between the parties for the introduction of the new Roster System and Annualised Salary for Environmental Service Officers in the Environmental Services Section of the Marine Environment Branch of the Shipping, Security and Environment Division and amended arrangements for the existing roster for Team Leaders in Environmental Services. These issues formed part of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 - 2007 negotiations.
3. In this MOU, reference to the 3 Special Aquatic Events shall mean the aquatic events on Boxing Day, New Year's Eve and Australia Day.

Environmental Service Officers:

4. The parties agree that a compulsory new Roster System and Annualised Salary will be introduced for the Environmental Service Officers in the Environmental Services Section. The new roster involves:

Annualised salaries

12 hour shifts

Working three days on / three days off

190 hours annual leave

Ordinary hours of work being 6.00am - 6.00pm Monday to Sunday

Sick leave calculated at 10.86 hours a day

55 minute break

additional 14 minutes is paid within the annualised salary at ordinary time rate not the overtime rate).

working 5 public holidays in a twelve month period

working Special Aquatic Events of Boxing Day, New Year's Eve and Australia Day

no accrual of additional hours or time in lieu

5. From 30 May 2005, the new roster for Environmental Service Officers will align with the roster worked by Team Leaders in the Environmental Services Section.

6. The proposed new Enterprise Agreement will annualise the salaries of Environmental Services Officers and will appear substantially in the following form:

"Salaries shall be adjusted in the same manner as are salaries in clause 3.2 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 - 2007. The ordinary hours for employees in this group include working weekends and public holidays, and the Special Aquatic Events on Boxing Day, New Year's Eve and Australia Day. Team Leaders in Environmental Services and Environmental Service Officers' ordinary hours of work include working a 12 hour shift, 3 days on and 3 days off as detailed in Memorandum of Understanding between the parties."

7. The parties agree that the Annualised Salary for Environmental Service Officers in the Environmental Services Section will be \$62,671¹ pa as at the signing of this MOU and \$63,275² per annum per financial year (as from 30 May 2005) once the Heads of Agreement is signed. The salary rate is superable and will be adjusted in accordance with salary increases under Clause 3.2 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004-2007, once the Heads of Agreement is signed. The Annualised Salary covers payment for working the compulsory 12 hour roster and for weekends and public holidays throughout the year and the special aquatic events on Boxing Day, New Year's Eve and Australia Day. If an Environmental Services Officer does not routinely work in accordance with the 12 hour roster arrangement they will be paid at the rate of MO7 following consultation with the effected employee.

Team Leaders Environmental Services

8. The proposed new Enterprise Agreement will annualise the salaries of Team Leader Environmental Services and will appear substantially in the following form:

"Salaries shall be adjusted in the same manner as are salaries in clause 3.2 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 - 2007. The ordinary hours for employees in this group include working weekends and public holidays, and the Special Aquatic Events on Boxing Day, New Year's Eve and Australia Day). Team Leaders in Environmental Services and Environmental Service Officers' ordinary hours of work include working a 12 hour shift, 3 days on and 3 days off as detailed in the Memorandum of Understanding between the parties."

9. As from 30 May 2005, the roster for Team Leaders in Environmental Services will be adjusted so that they will now only have 55 minutes of break time during a shift instead of 1 hour and 9 minutes. The additional 14 minutes worked is paid within the annualised salary at ordinary time, not overtime rate.
10. Mr Wayne Cartner and Mr Ray Moss will continue to receive the rate of \$77,266 as a personal salary whilst acting in the position of Team Leader. Should they be permanently appointed to the position of Team Leader, that personal salary rate will continue until it is overtaken by the rate for the position (ie MO10AA). It is anticipated that this will occur on 1 July 2005 when the rate for MO10AA becomes \$77,574 (provided the Heads of Agreement is signed). The need for this personal salary rate arrangement arises from an error that occurred in the Waterways Authority Enterprise Agreement 2001 - 2004 calculations for the rates for Team Leaders.
11. Any Team Leader other than Mr Cartner and Mr Moss, appointed on the amended roster, will be paid at the rate of \$73,873 pa (being the rate adjusted by 3% from 1/7/04). Once the Heads of Agreement is signed, the rate shall be \$74,590 pa (being the rate adjusted by 4% from 1/7/04) and the salary will be adjusted in accordance with Clause 3.2 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 - 2007.

Conditions applicable to Environmental Service Officers and Team Leaders in Environmental Services

12. The parties recognise and accept that in order for the Environmental Services roster to operate effectively, employees may only take Annual Leave in accordance with the leave roster, that is, only one employee per team on Annual Leave at any one time.

¹*figures based on 3% adjustment

²*figures based on 4% adjustment

13. The parties also recognise and accept that, in order for the Environmental Services roster to operate effectively, Long Service Leave may only be granted for periods of or in excess of 9 rostered days.
14. It is the expectation of the parties that the hours worked for daily shifts, other than aquatic events, shall not exceed 12 hours. Under the new roster system there is no accruing of additional hours and no Time in Lieu may be taken. On the exceptional occasions that the number of hours on a shift exceeds 12, payment shall be in accordance with the appropriate overtime rate set out in clause 3.13.4 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 - 2007 with the hourly rate based on the grade for the position not the annualised salary i.e. MO7 not MO7AA and MO10 not MO10AA. In addition a meal allowance shall be paid in accordance with sub-paragraph (iv) of sub clause 3.13.4 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 - 2007. These overtime provisions shall form the basis of a new clause 3.13.5 in the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 - 2007.
15. It is the expectation of the parties that the hours worked for each aquatic event shall not exceed 12 hours and this figure has been used in calculating the Annualised Salary. On the exceptional occasions that this occurs payment shall be in accordance with the appropriate overtime rate set out in clause 3.13.4 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 - 2007 with the hourly rate based on the grade for the position not the annualised salary i.e. MO7 not MO7AA and MO10 not MO10AA. These overtime provisions shall form the basis of a new clause 3.13.5 in the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 - 2007.
16. When called out or back to work for an emergency, such as an oil spill, a minimum of four hours shall be paid at the appropriate overtime rate. Payment shall be in accordance with the appropriate overtime rate set out in clause 3.13.4 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 - 2007 with the hourly rate based on the grade for the position not the annualised salary i.e. MO7 not MO7AA and MO10 not MO10AA. These overtime provisions shall form the basis of a new clause 3.13.5 in the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 - 2007.
17. When an employee is sick he/she shall have an amount of 10.86 hours deducted from their Sick Leave Entitlement.
18. The current allowance for the Environmental Services Master 5 qualification is not included in the Annualised Salary.
19. Also, the First Aid Allowance which Team Leaders and Environmental Service Officers receive who were employed by NSW Maritime prior to 1 July 2001 is not included in the Annualised Salary.
20. The payment of the Annualised Salary is based on a financial year, however for the 2004/2005 financial year the amount will be a pro rata amount based on the date of introduction, that being 30 May 2005.
21. The parties agree that in normal circumstances hours of work are between 6.00 am and 6.00 pm, however in exceptional circumstances such as aquatic events, start and finish times may be varied to suit business needs, following consultation and reasonable notice. The parties may refer the application of this clause to the dispute resolution procedure, if necessary.

22. The parties agree to monitor the level of Sick Leave, particularly on weekends following the introduction of the new Roster Arrangements and the Annualised Salary.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

MECHANICAL OPTICIANS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1816 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

1. Delete subclause (v) of clause 4, Wages of the award published 2 March 2001 (322 I.G. 796), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:
 - (a) Any equivalent over Award payments, and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, Stage Wage Case and minimum rates adjustments."
2. Delete Schedule A - Rates of Pay and Allowances and insert in lieu thereof the following:

SCHEDULE A**Rates of Pay and Allowances****PART 1****Rates of Pay**

Optical Worker	Current Rate	2007 SWC Effective 27/03/08 \$20.00
	\$	\$
1	515.80	535.80
2	534.30	554.30
3	567.40	587.40
4	575.40	595.40

Optical Mechanic	Current Rate	2007 SWC Effective 27/03/08 \$20.00
	\$	\$
1	623.80	643.80
2	639.20	659.20
3	651.60	671.60

Un-Apprenticed Juniors	Percentage of Optical Worker 2 %
16 years and under	34
17 years	43.5
18 years	55
19 years	68
20 years	81

Apprentice % of Optical Mechanic	Old Rate Per Week \$	2007 SWC Effective 27/03/08 \$
1st year 42%	262.00	270.40
2nd year 55%	343.10	354.10
3rd year 75%	467.85	482.85
4th year 88%	548.95	566.55

PART 2

ALLOWANCES

Clause No.	Clause Title	Description	Previous Amount \$	2007 SWC Effective 27/03/08 4% \$
4(iii)	Wages - Charge Hands	Not Less than 2 employees and not more than 10 employees	21.15	22.00
		More than 10 employees but not more than 20 employees	31.75	33.00
		In charge of more than 20 employees	40.50	42.10
9(ii)	Overtime	Meal Allowance	10.10	10.45
24(ix)	General Conditions	First Aid Allowance	8.75	9.10

3. This variation shall take effect from the first full pay period to commence on or after 27 March 2008.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

MISCELLANEOUS WORKERS' KINDERGARTEN AND CHILD CARE CENTRES (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1720 of 2007)

Before Commissioner Stanton

30 November 2007

REVIEWED AWARD

1. Delete subclause (a) of clause 2, Application of the award published 2 February 2002 (331 I.G. 86) and insert in lieu thereof the following:

(a) Subject to subclause (c) of this clause this award shall apply to persons who are undertaking a traineeship (as defined) and is to be read in conjunction with the Miscellaneous Workers Kindergartens and Childcare Centres (State) Award 2006, as varied.

2. Delete the second and third paragraph in clause 4, Definitions and insert in lieu thereof the following:

"Parent Award" means the Miscellaneous Workers Kindergartens and Child Care Centres (State) Award 2006.

3. Delete the third paragraph in clause 10, Area, Incidence and Duration, and insert in lieu thereof the following:

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 30 November 2007.

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

4. Delete the fifth paragraph in clause 10, Area, Incidence and Duration, and insert in lieu thereof the following:

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

J.D. STANTON, Commissioner

NURSING HOMES, &c., NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, Industrial Organisation of Employees.

(No. IRC 2122 of 2007)

Before Commissioner Murphy

14 December 2007

VARIATION

1. Delete subclause (iv) of clause 49, Area, Incidence and Duration of the award published 21 October 2005 (354 I.G. 759), and insert in lieu thereof the following:
 - (iv) The rates of pay in this award reflect the adjustments that would otherwise be payable under the State Wage Case 2007. These adjustments may be offset against any equivalent overaward payments. The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 7 December 2007.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Beginning of FPP to commence on or after 07/12/07 \$
Assistant in Nursing/ Trainee Enrolled Nurse	
Under 18:	
1st year	491.10
2nd year	512.80
Thereafter	533.20
Over 18:	
1st year	576.90
2nd year	594.90
3rd year	612.90
Thereafter	631.30
Enrolled Nurse :	
1st year	704.00
2nd year	718.60
3rd year	733.80
4th year	748.90
Thereafter	764.00

Registered Nurse General, M.R. Psych., Infants, Geriatric, Midwifery	
1st year	795.30
2nd year	837.50
3rd year	879.60
4th year	924.70
5th year	969.50
6th year	1014.40
7th year	1,065.60
8th year	1,108.50
Nursing Unit Manager (personal to current occupants as at 01.03.99)	
Level I	
1st year	1,227.30
2nd year	1,261.40
Level II	1,291.80
Level III	1,325.60
Nurse undergoing pre registration assessment	688.40
Clinical Nurse Specialist	1,153.20
Clinical Nurse Consultant	1,358.40
Clinical Nurse Educator	1,153.20
Nurse Educator	
1st year	1,227.30
2nd year	1,261.40
3rd year	1,291.80
4th year	1,358.40
Senior Nurse Educator	
1st year	1,390.80
2nd year	1,418.80
3rd year	1,465.60
Assistant Director of Nursing <150 beds	1,261.40
150-250 beds	1,358.40
250 beds	1,390.80
Deputy Director of Nursing	
Less than 20 beds	1,286.40
20-75 beds	1,319.20
75-100 beds	1,349.30
100-150 beds	1,377.60
150-200 beds	1,418.80
200-250 beds	1,465.60
250-350 beds	1,519.60
350-450 beds	1,573.20
450-750 beds	1,631.00
750+ beds	1,693.30
Director of Nursing	
Less than 25 beds	1,436.30
25- 50 beds	1,519.60
50-75 beds	1,551.80
75-100 beds	1,583.80
100-150 beds	1,628.80
150-200 beds	1,682.60
200-250 beds	1,736.10
250-350 beds	1,800.80
350-450 beds	1,908.20
450-750 beds	2017.70
750+ beds	2143.20

Table 2 - Other Rates and Allowances

Brief Description	Clause No	Beginning FPP commence on or after 07/12/07 \$
In charge of nursing home less than 100 beds	10 (i)(a)	19.70 per shift
In charge of nursing home 100 beds & <150 beds	10 (i)(a)	31.74 per shift
In charge of ward/unit	10 (i)(b)	19.70 per shift
On call	10 (ii)(a)	17.57 per 24 hrs or part thereof
On call on rostered days off	10 (ii)(b)	35.13 per 24 hrs or part thereof
On call during meal break	10 (ii)(c)	9.51 per period
Travelling Allowance	10 (ii)(d) & (iii)	59.74 cents per kilometre
Climatic Allowance	11(i)	3.64 per week
Isolation Allowance	11(ii)	7.04 per week
Expense allowance for DONs Less than 100 beds 100-299 300-499 Over 500 beds	13	216.00 pa 432.00 pa 648.00 pa 864.00 pa
Uniform	16(iii)(a)	5.80 per week
Shoes	16(iii)(a)	1.81 per week
Cardigan or Jacket	16(iii)(b)	1.74 per week
Stockings	16(iii)(c)	3.01 per week
Socks	16(iii)(d)	0.59 per week
Laundry	16(iv)	4.84 per week
Meal on overtime	18(viii)	8.54 per meal
Breakfast	28(i)(c)	3.20 per meal
Other Meals	28(i)(c)	5.78 per meal

Table 3 - Continuing Education Allowances

Item No.	Brief Description	Clause No.	Beginning FPP commencing on or after 07/12/07 \$
1	Continuing education allowance: Registered Nurse	10A (vii)	16.54 per week
2	Continuing education allowance: Registered Nurse	10A (viii)	27.56 per week
3	Continuing education allowance:: Registered Nurse	10A(ix)	33.07 per week
4	Continuing education allowance: Enrolled Nurse	10A(x)	11.02 per week

3. This variation shall take effect from the beginning of the first pay period to commence on or after 7 December 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

PASTORAL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2146 of 2007)

Before Commissioner Murphy

20 December 2007

VARIATION

1. Delete subclause (a) of clause 74, Safety Net and State Wage Case Commitments, of the award published 26 October 2001 (328 I.G. 1188) and insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Clause No.	Rates for Shearers	Rate \$
10(a)(i)	If "not found": For flock sheep (wethers, ewes and lambs) by machine With own handpiece	218.50 per 100 222.04 per 100
10(a)(viii)	If "found": The rates prescribed for "not found" in clause 10 (a)(i) less	20.55 per day
10(a)(ix)	Engagement by the day, handpiece provided: "Not found" "Found" "Found" If using own handpiece: "Not found" "Found"	163.30 per day 142.75 per day 165.85 per day 145.30 per day

Clause No.	Rates for Crutching	Rate per 100 at sheds \$	Rates per 100 other than at sheds \$
11(a)	If "Not found" - Full crutching, that is, shearing the inside and parts of the legs, between the legs, and around and above the tail. In addition when required: Removing wool that has been struck by blowfly; and/or Lifting the bottom leg and		

	shearing that leg prior to turning sheep to complete the shearing around and above the tail; and/or giving up to two blows above the tail	63.35	54.65
	All other crutching	50.25	43.70
	For wiggling or ringing	24.05	24.05
	For either wiggling or ringing in addition to crutching - crutching rates plus	6.55	6.55
	For wiggling and ringing	39.35	39.35
	For wiggling and ringing in addition to crutching - crutching rates plus	10.95	10.95
	For clearing the belly of any ewe above the teats (not more than two blows of the machine or shears) - crutching rates plus For rams and ram stags - double the rates prescribed in paragraphs (i) to (vi) of subclause (a) of clause 10, Rates for Shearers	5.45	5.45
	Handpiece Allowance	1.19 per 100	1.19 per 100
	For Stud ewes and their lambs - one and one quarter of the rates prescribed in paragraphs (i) to (vi) of subclause (a) of the said clause 10.		
11(b)	If Not "found" - Piecework rates Use of own handpiece	163.30 165.85	163.30 165.85
11(c)	Per Day: If "found", the rates as per piecework rates above less	20.55 per day	20.55 per day

Clause No.	Rates for Shed Hands	Per Run \$
12	If "not found" - Adults: For adults with 65 days or more experience as a shed hand For adults with less than 65 days experience as a shed hand	43.45 41.95
	Juniors - 18 to 20 years - With 65 work days or more experience as a shed hand With less than 65 work days experience as a shed hand Under 18 years - With 65 work days experience as a shed hand With less than 65 work days experience as a shed hand If "found" - The rates prescribed for adults for "not found" less	39.10 37.75 30.40 29.35 20.55

Clause No.	Rates for Woolpressers	Per Kilo \$	Per Bale \$
13(a)(i)	If "not found" - For pressing: By hand By power	0.0920 0.0614	14.02 9.35
13(a)(ii)	For weighing and branding bales Minimum weekly rate(per run x no. of runs)		0.28 per bale extra 44.95 per run

13(a)(v)	If "found" - The rates prescribed for "not found" in clause 13 (a)(i)(ii) less	20.55 per day
13(c)	Woolpressers engaged at timework rates: If "not found" If "found" - the rate prescribed for "not found" less	44.95 Per run 20.55 per run

Clause No.	Rates for Shearing Cooks	Per Week \$
14(a)	If "found" - Cooking for up to 13 persons Cooking for 13 person and over	189.14 per day 14.55 per person per day

Clause No.	Rates for Station Hands	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
50(a)(i)(1)	Without keep - Station Hand Grade 1	504.40	27.00	531.40
50(a)(i)(2)	General Station Hand Grade 2	529.40	20.00	549.40
50(a)(i)(3)	Senior Station Hand Grade 3	554.50	20.00	574.50
50(a)(i)(4)	Rural Tradesperson	598.40	20.00	618.40
50(a)(iii)	Adult Station Hand engaged by the day without keep			15.61 per hour
	With keep - The weekly rates prescribed above, less		88.15	91.70

Clause No.	Rates for Station Cooks	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
50(b)	Cook who cooks for 13 persons or less on the average of the week	504.40	27.00	531.40

The cook shall not be included when counting the average number of persons cooked for.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	18(d)	Learner's comb/cutters allowance	8.70 per week
2	22(a)(ii)	Sleeping quarters allowance	33.85 per night
3	22(a)(ii)	Excess travelling time allowance	12.65 per hour
4	22(b)(i)	Travelling allowance (Shearers/Crutchers only)	9.50 per day
5	22(b)(ii)	Vehicle allowance	0.28 per km
6	23(d)(i) & 54 (c)	Meat charge (if supplied by the employer)	0.43 per kg
7	26(a)	Breakdown of machinery allowance - "not found" "found" With own handpiece - "not found" "found"	131.40 per day 109.70 per day 133.60 111.90
8	31(e)	Charge for injured sheep	1.53 per sheep
9	37(g)	Leaving forfeiture - Maximum	1002.23
10	39(g)	Excess rate for waiting time - Leaving or discharge	129.90 per day

11	39(h)	Excess rate for waiting time - Cut-out	129.90 per day
12	52(a)	Own horse allowance	2.20 per week
13	52(a)	Own saddle allowance	1.70 per week
14	52(c)	Jetting/spraying/swabbing sheep	1.00 per day
15	62	Meal Allowance-travelling	0.93 per day
16	62	Accommodation Allowance- travelling	2.80 per night

3. Delete Schedule B, Formula and insert in lieu thereof the following:

SCHEDULE B

FORMULA

Shearer's Formula

	\$
Total Rate	553.20
Plus 20% piecework allowance - total rate x 20%	110.64
Plus 20% casual loading - total rate x 20%	110.64
Plus shearing industry allowance	240.10
- delays for wet weather	44.10
- travelling	68.65
- isolation and discomfort	84.85
- rations	42.50
Total	1014.58
Rates per 100 conversion - total divided by 5	202.90
Plus disability allowance	1.55
Plus allowance for combs/ cutters	14.05
Total Rate per 100	218.50
Plus payment for handpiece	3.54
Total	222.04
Crutching Rates -	
Full crutching at sheds: 29% of shearer's per 100 rate	63.35
All other crutching at sheds: 23% of shearers per 100 rate	50.25
Full crutching other than at sheds: 25% of shearer's per 100 rate	54.65
All other crutching other than at sheds: 20% of shearer's per 100 rate	43.70
Wigging or ringing: 11% of shearer's per 100 rate	24.05
Wigging or ringing in addition: 3% of shearer's per 100 rate	6.55
Wigging and ringing: 18% of shearer's per 100 rate	39.35
Wigging and ringing in addition: 5% of shearer's per 100 rate	10.95
Cleaning bellies, etc: 2.5% of shearer's per 100 rate	5.45
Lack of amenities allowance (per day)	7.05
Handpiece allowance (per 100)	1.19

	Handpiece provided \$	Handpiece not provided \$
Daily rate - "Not found" - Old daily rate x Shearer's rate per 100 divided by old shearer's rate per 100	163.30	165.85
"Found" - Not found rate less found deduction	142.75	145.30

Learners -	Per Run \$
Inexperienced adult shed hand rate	41.95
Experienced adult shed hand rate	43.45
	Per week \$
Combs and cutters allowance: 62.25% of shearer's combs and cutters allowance per 100	8.75
Shearing Cook's Formula - Base rate	546.14
Safety Net Adjustment	20.00
Total Rate	566.14
Plus 20% casual loading - total rate x 20%	113.23
Plus 20% long hours allowance - total rate x 20	113.23
Plus shearing industry allowance	153.10
Travelling	68.35
Isolation / discomfort	84.75
Total	945.70
Daily rate - total divided by 5	189.14
Per employee per day rate - daily rate divided by 13	14.55
Shed Hands (Adult) Formula - With less than 65 work days experience:	Amount \$
Base Rate	479.38
Safety Net Adjustment	20.00
Total Rate	499.38
Plus 20% casual loading - new base wage rate x 20%	99.88
Plus shearing industry allowance	239.60
- delays for wet weather	43.90
- travelling	68.45
- isolation/discomfort	84.85
- rations	42.40
Total	838.86
Per run - total divided by 20	41.95
With more than 65 work days experience:	
Base rate	504.42
Safety Net Adjustment	20.00
Total rate	524.42
Plus 20% casual loading - new base wage rate x 20%	104.88
Plus shearing industry allowance	239.60
- delays for wet weather	43.90
- travelling	68.45
- isolation/discomfort	84.85
- rations	42.40
Total	868.90
Per run - total divided by 20	43.45
Juniors:	
18-20 years:	
With 65 work days or more experience as shed hand - 90% of equivalent adult rate	39.10
With less than 65 work days experience as a shed hand -90% of equivalent adult rate	37.75
Under 18 years:	
With 65 work days or more experience as shed hand - 70% of equivalent rate	30.40
With less than 65 work days experience as a shed hand - 70% of equivalent adult rate	29.35

Woolpresser's Formula	Piecework \$	Timework \$
Base Rate	509.80	529.45
Safety Net Adjustment	20.00	20.00
Total	529.80	549.45
Plus 20% piecework allowance- total rate x 20%	105.96	
Plus 20% casual loading - total rate x 20%	105.96	109.89
Plus shearing industry allowance	239.60	239.60
- delays for wet weather	43.90	43.90
- travelling	68.45	68.45
- isolation/discomfort	84.85	84.85
- rations	42.40	42.40
Total per week	981.32	898.94
Per run - total divided by 20	49.07	44.95
- by hand - per bale - total divided by 70	14.02	
- by hand - per kilo - rate divided by 152.4	0.0920	
- by power - per bale - by hand per bale rate x 2/3	9.35	
- by power - per kilo - rate divided by 152.4	0.0614	

Additional Rates -	Per day \$
Found deduction - cooks per employee per day rate plus \$6.00 per rations	20.55
Breakdown allowance - old rate x shearer's rate per 100 divided by old shearer's rate per 100:	
- Not found - handpiece provided	131.40
- handpiece not provided	133.60
- Found - handpiece provided	109.70
- handpiece not provided	111.90
Waiting time - old rate x shearer's rate per 100 divided by old shearer's rate per 100	131.40
Absence from work - shearer's weekly wage equivalent (rate per 100 x 5)	1092.50

4. Delete Schedule C and insert in lieu thereof the following:

SCHEDULE C

ECONOMIC INCAPACITY

- (1) Employers listed in this Schedule have been granted a postponement in the payment of wages and allowance increases flowing from the State Wage Case 2007 Decision in respect of employees engaged pursuant to Section II - Station Hands, of the award due to adverse economic circumstances as a consequence of drought. The list can be added to or subtracted from at any time subject to a ruling of the Industrial Relations Commission of New South Wales. The postponement commences from the date the application is approved until 1 August 2008 subject to the capacity to make a further application at that time.
- (2) Applications will be dealt with by the Industrial Relations Commission of New South Wales in accordance with the process outlined in the decision of Vice President Ross of the Australian Industrial Relations Commission in PR 940769 (19 November 2003) on the proviso that any reference in that decision to industrial tribunals, industrial provisions or principles in the jurisdiction of the Commonwealth of Australia shall be read as referring, where practicable, to its State counterpart in New South Wales.

- (3) The wages to be paid by the employers listed in the Schedule relate to Section II - Station Hand employees. The following wage rates and allowances correspond to the relevant clauses in this award:

Clause No.	Rate \$
50(a)(i)(1)	504.40
50(a)(i)(2)	529.40
50(a)(i)(3)	554.50
50(a)(i)(4)	598.40
50(a)(i)	88.15
50(b)	504.40
52(a)	2.10 and 1.65 respectively
52(c)	0.97
62	0.90 and 2.70 respectively

- (4) The Commission has approved the application to postpone wage and allowance increases in accordance with clauses 1 and 2 of this Schedule to the following employers:

Employer Name	Employer Address	Operative Date
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5. This variation shall take effect from the beginning of the first full pay period to commence on or after 31 December 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

PASTRYCOOKS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1643 of 2007)

Before Commissioner McLeay

19 November 2007

REVIEWED AWARD

1. Delete the word "effect" appearing in subclause (ix) of clause 2, Contract of Employment, of the award published 8 March 2002 (331 I.G. 1307) and insert in lieu thereof the following:

"affect"
2. Insert the word "employees" after the word "Part-time" appearing in paragraph (a) of subclause (x) of the said clause 2, to read as "Part-time employees".
3. Delete the words "seven days notice: Provided that" appearing in subclause (i) of clause 8, Payment of Wages, and insert in lieu thereof the following:

"seven days' notice; provided that"
4. Insert an apostrophe in the words "7 days notice" appearing in subclause (ii) of the said clause 8, and insert in lieu thereof the following:

"7 days' notice"
5. Delete the words "not due to the employees own serious" appearing in paragraph (a) of subclause (ii) of clause 9, Leave, and insert in lieu thereof the following:

"not due to the employee's own serious"
6. Delete the words "upon the employee): Provided that" appearing in subparagraph (2) of paragraph (b) of subclause (ii) of the said clause 9, and insert in lieu thereof the following:

"upon the employee); provided that"
7. Delete the word "year" appearing in subparagraph (4) of paragraph (c) of subclause (ii) of the said clause 9, and insert in lieu thereof the following:

"year(s)"
8. Delete the words "Personal/Carers' Leave" appearing in subparagraph (a) of paragraph (f) of subclause (iii) of the said clause 9, and insert in lieu thereof the following:

"Personal/Carer's Leave"
9. Delete the words "employers agreement" appearing in paragraph (d) of subclause (3) of clause 10, Personal/Carer's Leave, and insert in lieu thereof the following:

"employer's agreement"

10. Delete the words "the employee: Provided that" appearing in subclause (ii) of clause 13, Meal Break and Refreshments, and insert in lieu thereof the following:

"the employee; provided that"
11. Delete the words "two years continuous" appearing in subparagraph (2) of paragraph (a) of subclause (iv) of clause 17, Redundancy, and insert in lieu thereof the following:

"two years' continuous"
12. Delete the words "3 months" appearing in subparagraph (1) of paragraph (b) of subclause (iv) of the said clause 17, and insert in lieu thereof the following:

"3 months'"
13. Delete the words "Notice of Appropriate" appearing in paragraph (f) of subclause (iv) of the said clause 17, and insert in lieu thereof the following:

"Notice to Appropriate"
14. Delete subclause (d) in clause 21, Area, Incidence and Duration, and insert in lieu thereof the following:

(d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 19 November 2007.

This award remains in force until varied or rescinded, the period for which it was made already having expired.
15. Insert a comma "," in the words "Pastry Cooks &c. (State) Award" wherever appearing in Schedule B, to read as follows:

"Pastry Cooks, &c. (State) Award"

J. McLEAY, Commissioner

PRETERM MEDICAL OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 737 of 2007)

Before Commissioner Macdonald

25 January 2008

REVIEWED AWARD

1. Delete in the Arrangement the clause title 6. "Flexible Packaging of Remuneration" of the award published 18 December 1998 (307 LG. 602), and insert in lieu thereof the new title.

6. Voluntary Salary Sacrifice and Flexible Packaging of Remuneration

2. Insert the following new definitions in clause 3, Definitions.

"Contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

"Labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

3. Insert after subclause 4.3 of clause 4, Terms of Engagement the following new subclauses.

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

- 4.5 The employer is to give the casual Medical Officer notice in writing of the provisions of subclause 4.4 within four weeks of the casual Medical Officer having attained such period of six months. However, the casual Medical Officer retains his or her right of election under subclause 4.4 if the employer fails to comply with this notice requirement.

- 4.6 Any casual Medical Officer who has a right to elect under subclause 4.4, upon receiving notice under subclause 4.5 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the casual Medical Officer, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement.

Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- 4.7 Any casual Medical Officer who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 4.8 Once a casual Medical Officer has elected to become and been converted to a fulltime employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 4.9 If a casual Medical Officer has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 4.6, the employer and casual Medical Officer shall, in accordance with this subclause, and subject to subclause 4.6, discuss and agree upon:
- 4.9.1 whether the casual Medical Officer will convert to full-time or part-time employment; and
- 4.9.2 if it is agreed that the casual Medical Officer will become a part-time employee, the number of hours and the pattern of hours that will be worked, consistent with any other part-time employment provisions of this award;

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

- 4.10 Following an agreement being reached pursuant to subclause 4.9, the casual Medical Officer shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 4.11 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under subclauses 4.4 through 4.10.
4. Delete clause 6, Flexible Packaging of Remuneration, and insert in lieu thereof the following:

6. Voluntary Salary Sacrifice and Flexible Packaging of Remuneration

5. Delete subclause 6.2 of clause 6, and insert in lieu thereof the following new subclause 6.2 and renumber the existing subclauses 6.2 to 6.6, to read as 6.3 to 6.7.
- 6.2 Medical Officers may elect to sacrifice their salary for superannuation by way of making pre-tax personal contributions to their nominated superannuation fund on a fortnightly basis.
6. Delete paragraph 24.3.1 of clause 24, Education Leave, and insert in lieu thereof the following:
- 24.3.1 Where a Medical Officer is required by Preterm to attend a meeting held out of the Medical Officer's usual hours of work, the Medical Officer will be paid \$50.00.
7. Delete subclause 28.1 of clause 28, Occupational Health and Safety, and insert in lieu thereof the following:
- 28.1 It is acknowledged by the parties to this award that the employer and employees have an obligation to comply with the *Occupational Health and Safety Act 2000* (NSW) and its associated Regulations.
8. Insert after subclause 28.5 of clause of 28, the following new subclauses:
- 28.6 In the event that the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):

- 28.6.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 28.6.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 28.6.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 28.6.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 28.7 Nothing in subclause 28.6 is intended to affect or detract from any obligation or responsibility upon a contract business or labour hire business arising under occupational health and safety or worker's compensation legislation.
9. Delete in Schedule A, 1. Wages, and insert in lieu thereof the following:

1. Wages

As from 1 July 1999, rates of pay will be as follows:		Per Hour	
Medical Officers -		Column I \$	Column II \$
Grade 1	Doctor in Training - undertakes a training period whereby completion of the training period and progression to Grade 2 is based on the Doctor in Training being assessed as competent. During the training period the standard sessional workload will be reduced for the Doctor in Training and for any Doctor(s) involved in the training. Such reduction will be determined by consultation between the Medical Director and any Doctor(s) involved in training.	30.30	30.30
Grade 2	Medical Officer who has completed the training period and been assessed as competent.	48.55	45.76
Grade 3	Ten years' continuous service with Preterm or is competent to perform later gestations and more complex cases and is willing to train new staff.	52.96	49.92

As from 1 July 2000, rates of pay will be adjusted as follows:	Per Hour	
Medical Officers -	Column I \$	Column II \$
Grade 1	31.51	31.51
Grade 2	50.49	47.59
Grade 3	55.08	51.92
As from 1 July 2001, rates of pay will be adjusted as follows:	Per Hour	
Medical Officers -	Column I \$	Column II \$
Grade 1	32.77	32.77
Grade 2	52.51	49.49
Grade 3	57.28	54.00
As from 1 July 2002, rates of pay will be adjusted as follows:	Per Hour	
Medical Officers -	Column I \$	Column II \$
Grade 1	34.08	34.08
Grade 2	54.61	51.47
Grade 3	59.57	56.16
As from 1 July 2003, rates of pay will be adjusted as follows:	Per Hour	
Medical Officers -	Column I \$	Column II \$
Grade 1	35.44	35.44
Grade 2	56.79	53.53
Grade 3	61.95	58.41
As from 1 July 2004, rates of pay will be adjusted as follows:	Per Hour	
Medical Officers -	Column I \$	Column II \$
Grade 1	36.86	36.86
Grade 2	59.06	55.67
Grade 3	64.43	60.75
As from 1 July 2005, rates of pay will be adjusted as follows:	Per Hour	
Medical Officers -	Column I \$	Column II \$
Grade 1	38.33	38.33
Grade 2	61.42	57.90
Grade 3	67.00	63.18
As from 1 July 2006, rates of pay will be adjusted as follows:	Per Hour	
Medical Officers -	Column I \$	Column II \$
Grade 1	39.86	39.86
Grade 2	63.88	60.22
Grade 3	69.68	65.71
As from 1 July 2007, rates of pay will be adjusted as follows:	Per Hour	
Medical Officers -	Column I \$	Column II \$
Grade 1	41.45	41.45
Grade 2	66.44	62.63
Grade 3	72.47	68.34

Column I - rates of pay for Medical Officers
Column II - rates of pay for Medical Officers who elect to receive part of their remuneration in accordance with clause 6, Voluntary Salary Sacrifice and Flexible a Packaging of Remuneration

10. Insert at the end of clause 40, Area, Incidence and Duration, the following new subclauses:

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 25 January 2008.

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

A. MACDONALD, Commissioner

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PROFESSIONAL SURVEYORS (PRIVATE 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 1723 of 2007)

Before Commissioner Stanton

20 December 2007

REVIEWED AWARD

1. Renumber clause 14, Parental Leave including Maternity, Paternity and Adoption Leave, of the award published 12 January 2001 (321 I.G. 569), to read as follows:
 - (a) Renumber clause 14(1) as 14.1
 - (b) Renumber clause 14(2) as 14.2
 - (c) Renumber clause 14(2)(a) as 14.2.1
 - (d) Renumber clause 14(2)(b) as 14.2.2
 - (e) Renumber clause 14(3) as 14.3
 - (f) Renumber clause 14(3)(a) as 14.3.1
 - (g) Renumber clause 14(3)(a)(i) as 14.3.1(a)
 - (h) Renumber clause 14(3)(a)(ii) as 14.3.1(b)
 - (i) Renumber clause 14(3)(a)(iii) as 14.3.1(c)
 - (j) Renumber clause 14(3)(b) as 14.3.2
 - (k) Renumber clause 14(3)(c) as 14.3.3
 - (l) Renumber clause 14(3)(d) as 14.3.4
 - (m) Renumber clause 14(4) as 14.4
 - (n) Renumber clause 14(4)(a) as 14.4.1
 - (o) Renumber clause 14(4)(a)(i) as 14.4.1(a)
 - (p) Renumber clause 14(4)(a)(ii) as 14.4.1(b)
 - (q) Renumber clause 14(4)(b) as 14.4.2
 - (r) Renumber clause 14(4)(c) as 14.4.3
2. Delete the words "3(a)(ii) and 3(a)(iii) in paragraph (c) of subclause (3) of the said clause 14, and insert in lieu thereof the following:

"14.3.1(b) and 14.3.1(c)"
3. Delete the words "3(a)(iii)" in paragraph (d) of subclause (3) of clause 14, and insert in lieu thereof the following:

"14.3.1(c)"
4. Delete the words "paragraph (a)" in paragraph (c) of subclause (4) of clause 14, and insert in lieu thereof the following:

"subclause 14.4.1"
5. Renumber clause 17, Personal/Carer's Leave, to read as follows:
 - (a) Renumber clause 17.1.1(1) as 17.1.1(a)
 - (b) Renumber clause 17.1.1(2) as 17.1.1(b)
 - (c) Renumber clause 17.7(1) as 17.7.1
 - (d) Renumber clause 17.7(2) as 17.7.2

- (d) Renumber clause 17.7(3) as 17.7.3
6. Delete the second and third paragraph in clause 25, Duration of award, and insert in lieu thereof the following:

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 20 December 2007.

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

J.D. STANTON, Commissioner

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PUBLIC HEALTH SYSTEM NURSES' & MIDWIVES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, Industrial Organisation of Employees.

(No. IRC 2165 of 2007)

Before Commissioner McLeay

18 December 2007

VARIATION

1. Delete clause 53, Reasonable Workloads for Nurses, of the award published 24 February 2006 (357 I.G. 345) and insert in lieu thereof the following:

53. 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 tools or agreed principles and guidelines, 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;
- (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 Tools or Agreed Principles and Guidelines

SECTION I: General

- (a) The Association and the Department agree that the workload calculation tool and agreed principles and guidelines are a means to facilitate informed discussion and decision making about reasonable workloads for nurses, rather than being an end in itself.
- (b) The Association and the Department agree that one workload calculation tool is presently not capable of meaningfully applying to every nursing context within the public health system.

SECTION II: General Workload Calculation Tool

- (a) The Association and the Department 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. The interim general workload calculation tool will be known as the general workload calculation tool.
- (b) The general workload calculation tool possesses the following key characteristics:
1. 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).
 2. 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.
 3. 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.

4. Available beds - The average number of available beds is calculated, to account for changes in this figure during the course of a year.
5. Length of shifts - The length of shifts reflects those rostered to be worked in the ward or unit.
6. 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.
7. 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 wards persons.
8. 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.
9. 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.

10. 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 Department, on request by either party.
11. 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.

12. 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

community nursing;

community mental health nursing; and

Multi-Purpose Services.

- (c) The Association and the Department 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.

SECTION III: Australian Confederation of Operating Room Nurses (ACORN)

- (a) The Association and the Department 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.

SECTION IV: Birthrate Plus

- (a) Birthrate Plus is a framework for workforce planning and strategic decision making and has been in extensive use in UK maternity units.
- (b) 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 Department will participate in this project and continue to monitor progress to ensure timely introduction of a workload acuity calculation tool based on Birthrate Plus.

SECTION V: Inpatient Mental Health Principles & Guidelines

- (a) The Association and the Department have agreed that the following principles and guidelines will apply from 26 June 2007 in all inpatient mental health units and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) Inpatient mental health units include but are not limited to:
- Acute Adult;
 - Closed / Open Units;
 - Forensic Units;
 - Child & Adolescent Units;
 - Older Adult;
 - Co-located Units;
 - Stand alone Units;
 - Psychiatric Emergency Care Centres (PECC);
 - Rehabilitation;
 - Extended Care Units.
- (c) When determining the nursing productive FTE the following should be considered:
1. The previous 12 months activity should be used as a guide unless the unit has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or length of stay;
 2. Staff assessment will be based on comparisons to the FTE utilised in the individual unit in the previous year, using the monitoring reports, in conjunction with professional judgement and information on known workload issues;

3. Categories
 - The number of inpatients requiring 1 staff or more to 1 patient
 - The number of inpatients requiring close observation
 - The number of inpatients requiring sighting at regular intervals
 - The number of inpatients nearer to going home;
 4. Level & frequency of aggressive behaviour displayed by patients and based on clinical risk assessment;
 5. Level of suicidal behaviour displayed by patients (see MH-OAT risk level);
 6. Level of vulnerability / potential of exploitation from others (such as sexual safety, financial exploitation);
 7. Age of patient and co-morbidities;
 8. Patients with a dual diagnosis;
 9. Type of facility and unit;
 10. Design of unit;
 11. Number of beds available;
 12. Local factors referred to in Paragraph (a) of subclause (ii) Reasonable Workload Principles may include but are not limited to:
 - (i) The available level of support staff (eg ward clerks, medical officers, patient support officers, allied health staff)
 - (ii) Teaching and research activities
 - (iii) Provision of nurse escorts
 - (iv) Ward geography.
 - (v) Data entry/documentation including M H-OAT.
- (d) When determining the nursing non-productive FTE required:
1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
 2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
 3. Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally funding for this replacement is managed at a central cost centre for a facility or service (this must be determined prior to finalising established FTE).
 4. Assess impact on staff for workers' compensation / return to work programs on the FTE required.

(e) General

1. Nursing Unit Managers, Clinical Nurse Educators, Clinical Nurse Consultants and Nurse Practitioners do not carry a direct clinical load.
2. Consideration should be given to the evolution of future clinical roles in nursing.
3. Consideration should be given to the additional responsibilities related to other activities such as the Magistrates Hearing and the Mental Health Review Tribunal and associated escorts.
4. Consideration should be given to the impact of future legislative requirements on workloads where reasonably known.

SECTION VI: Community Health Principles & Guidelines

- (a) The Association and the Department have agreed that the following principles and guidelines will apply from 26 June 2007 in all Community Health Services and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) The current agreed average 'face-to-face' ratio in the Community Health Service (CHS) shall be used as the starting point for consideration of staffing levels where indications are that staffing numbers are insufficient to manage the workload.
- (c) Funded / budgeted FTE must include no less than 4 weeks (20 days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than 6 weeks (30 days) should be included. Managers are responsible for scheduling annual leave equitably throughout the year to manage leave liabilities and to prevent unreasonable increased workload for remaining employees arising from the taking of leave.
- (d) Funded / budgeted FTE must include no less than 2 weeks (10 days) of sick / FACs leave relief and mandatory education relief per productive FTE. Cost centres with child and family services must include an additional day to accommodate mandatory education leave for child protection.

Funded FTE available for relief of sick / FACS / mandatory education is to be utilised as required when this leave is taken rather than used for permanent employment.
- (e) Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.
- (f) Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (g) Existing appointed positions, eg. CNCs and managers, must be maintained in their current role, and except in the case of emergencies, shall not be routinely used to cover nursing shortages in the general workload areas.

To ensure this occurs, each appointed position should have a position description that defines the scope and requirements of their primary role.

Leave relief for these positions is required in the funded FTE.

- (h) Induction programs including preceptorship should be in place to adequately supervise new staff. These programs would include a reasonable number of "supernumerary" hours followed by appropriate allocation of patients according to the complexity of need and the new staff's level of training. The ability to consult senior staff by phone should be ensured, particularly during induction.

Funded FTE should incorporate a reasonable number of additional Hours for this purpose based on historical turnover rates.

- (i) Community Health Services must have the ability to maintain a "pool" of casual staff to manage unplanned leave and vacancies or a sudden and unanticipated increase in workload.
- (j) Reasonable deployment within individual Community Health Services to address uneven workload distribution should occur as a day-to-day management strategy. However this should not be seen as a method of covering unfilled vacancies or ongoing sick leave.

Long term demographic trends may result in adjustment of boundaries to enable existing staffing to better accommodate the needs of the community while still maintaining composition of their team.

- (k) Appropriate hours for case management should be included in the Funded FTE to maintain a safe and holistic level of care for patients. This principle is inherent in the needs for patients in the community.
- (l) Appropriate time for travel in the context of the local geography and traffic conditions must be factored into hours required for clinical workload.
- (m) In accordance with occupational health and safety principles, hazards must be eliminated or controlled, appropriate loading facilities must be provided, to enable restocking of clinical supplies and equipment.
- (n) Nursing hours utilised in carrying out non clinically related activities eg. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service CHS.
- (o) This list indicates minimum requirements only and will be reviewed 12 months post implementation by the Nursing Workload State-wide Steering Committee after consultation with community health managers and clinicians.

SECTION VII: Emergency Departments

- (a) The Association and the Department have agreed that the following principles and guidelines will apply from 26 June 2007 in Emergency Departments and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) When determining the nursing productive FTE required:
 - 1. The previous 12 months activity should be used unless the ED has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or Length of Stay.
 - 2. Staff assessment will be based on comparisons to the FTE Utilised in the individual ED in the previous year in conjunction with professional judgement, incorporating anecdotal information on known workload issues.
 - 3. Consideration needs to be given to local factors affecting workload. This may have the potential to increase the required FTE over and above that indicated by activity.
- (c) When determining the nursing non-productive FTE required:
 - 1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
 - 2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
 - 3. Replacement for long service leave and paid maternity leave should not be considered part of the required FTE. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.
 - 4. Assess the impact on staff for workers' compensation / return to work programs on FTE required.

(d) General

1. All level 5 and 6 Emergency Departments to have a dedicated shift coordinator on all shifts in addition to the FTE required for clinical activity. The requirement for additional FTE for the Shift Coordinator in Levels 1 to 4 Emergency Departments is at the discretion of the facility after due consideration of the historical and anticipated activity for each shift of the week
2. There is to be an identified triage nurse on every shift.
3. Provision must be made for the coverage of community retrievals and participation in the facility Cardiac Arrest Team. This should be based on recent historical activity.
4. Where an Emergency Department has a dedicated Psychiatric Emergency Care (PEC) Unit, mental health specialist nurses must staff it. The FTE required for appropriate coverage of the PEC Unit is in addition to the requirement for the main sections of the Emergency Department.
5. The facility must have a contingency plan to backfill nurses in the event that they are called out as part of a disaster team.
6. This list indicates minimum requirements only and will be reviewed 12 months post implementation by the Nursing Workload State-wide Steering Committee after consultation with Emergency Department and clinicians.

(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. Reasonable Workload Committees are a mechanism to provide for informed discussions at the local level and encourage the resolution where possible of any workload disputes at this level in the first instance.
- (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
- (c) Public hospitals, mental health facilities and multi purpose sites shall monitor the implementation of reasonable workloads for nurses using the agreed Monitoring System in all inpatient wards/units.

Monthly and annual reports generated by the Monitoring System shall be provided to the Reasonable Workload Committee to ensure the committees have the information they need to assess workload issues.

In areas where the NSW Health Department and the Association have agreed that the Monitoring System cannot apply, relevant available data pertaining to workloads will be collected and collated for the use of reasonable workload committees.

- (d) 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 public hospital, or health service or the employer, a reasonable workload committee shall be established for the relevant public hospital

or health service. 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 public hospital or health service.

- (b) Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Area Health Service or Statutory Health Corporation.
 - (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 employer 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 48 - 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 local 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 public hospital, health service or public health organisation in which the grievance has arisen.
 - (d) If the matter remains unresolved, it should be referred to the appropriate public hospital/health service/public health organisation reasonable workload committee for consideration and recommendation to management. If the matter cannot be resolved by this committee, the issue may be referred an Area Health Service or Statutory Health Corporation committee under subclause (v) (b).
 - (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 48 - Disputes in this Award.

2. The variation shall take effect from 18 December 2007.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

READYMIX HOLDING PTY LTD SYDNEY CONCRETE CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Readymix Holdings Pty Ltd.

(No. IRC 1234 of 2004)

Before The Honourable Justice Marks

31 March 2004

DETERMINATION

Index

Clause No.	Subject Matter
1.	Definitions
2.	Area Incidence and Duration
3.	Term of Contracts of Carriage
4.	Cartage Rates
5.	Safety Net
6.	Cartage Accounts
7.	Living away from Home Allowance
8.	Statutory Requirements and Insurance
9.	Loading
10.	Hazardous Approach to Job Site
11.	Availability of Suitable Vehicle
12.	Responsibility for Load
13.	Breakdowns
14.	Two-Way Radio and Ultra Log Equipment
15.	Provision of Mixer
16.	Mixer Care and Maintenance
17.	Painting and Signwriting of the Mobile Unit
18.	Union Membership and Delegates
19.	Manning
20.	Uniforms
21.	Amenities
22.	Fleet Size
23.	Commitment to Training
24.	Disputes Procedure
25.	Local Rules and Conditions
26.	Occupational Health and Safety
27.	Rostering
28.	Concrete Cartage in Alternate Vehicles
29.	Plant Stored Carriers Equipment
30.	Termination Of Engagement
31.	Compensation upon Termination of Contracts
32.	Assignment of Contract of Carriage
33.	Environment Protection and Pollution Control

Schedule A - Calculation Of The Utilisation Rate

Schedule B - Extra Charges Unit Rates

Schedule C - Items Included In The Utilisation Rate

This determination of the Industrial Relations Commission of New South Wales shall apply to Readymix Holdings Pty Limited and the Transport Workers Union of Australia New South Wales Branch.

1. Definitions

1.1. For the purpose of this determination the following terms shall bear the meaning:

The Act shall mean the Industrial Relations Act 1991.

Award shall mean the Transport Industry - Mixed Enterprises (State) Award as varied from time to time.

Continuous Pours shall mean:

- a) A slab and any walls, columns, stairs and the like, provided they are an integral part of the said slab and are poured at the same time;
- b) Road pavements; or
- c) Multiple strip footings within a radius of ½ kilometre.

All other work is excluded as a continuous pour.

Contract of Carriage shall mean as defined in the Act.

Contract Carrier or Carrier shall mean a single operator owner driver trading as an incorporated body who carries out a Contract of Carriage with the Principal Contractor.

Contractor shall mean Principal Contractor as defined in the Act. The Principal Contractor in this agreement is Readymix Holdings Pty Limited.

Cyclic roster shall mean:

- d) a roster made up of truck numbers which dictates the selection of a particular vehicle for a function and is addressed from the first truck number to the last;
- e) When the roster has been fully addressed the roster then changes so that the truck number that was first becomes last while the truck number that was previously second then becomes first and each truck number is moved up one position in turn, and so on; and
- f) Each Carrier shall start the day, when not rostered off, in order of a single cyclic roster and thereafter in order of his return to plant.

Mini truck shall mean a truck with an agitator that has a mixing capacity of 2.8m³ or less.

Mixer shall also mean Agitator and vice versa.

Sydney Metropolitan Area is, for the purpose of this determination, limited to the area in which concrete is produced within the following boundaries:

Stanwell Tops, Bulli, Mt Ousley, Appin, Razorback, Warragamba, Emu Plains, Sackville, Hawkesbury Bridge, Terry Hills, Palm Beach.

Union shall mean the Transport Workers' Union of Australia New South Wales Branch which term includes the Ready Mixed Concrete Executive Committee of the Union.

Written Authority shall mean any approved document that bears the signature of the Carrier of the Contractor as the case may be.

1.2. Interpretation

Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number.

The masculine gender shall include the feminine and neuter genders.

2. Area Incidence and Duration

- 2.1. This determination sets out the rights and obligations of the Contractor and the Carrier. This agreement applies to all Carriers engaged by Readymix Holdings Pty Limited in the Sydney Metropolitan Area (as defined in Clause 1.1).
- 2.2. If a provision of this determination is inconsistent with a provision of the Transport Industry Concrete Haulage Contract Determination published 30th November 1990, NSW Industrial Gazette, Vol. 260 and all variations thereof ("the Contract Determination") then the provisions of this determination shall prevail and the provisions of the contract determination is to be considered to have been varied to the extent necessary to remove the inconsistency.
- 2.3. This determination shall take effect from 31 March 2004 and shall remain in force until 1 January 2005 and shall have no effect thereafter.

3. Term of Contracts of Carriage

3.1. Ready Mixed Concrete Contract Carriers in the Sydney Metropolitan Area ("Sydney Carriers"):

- a) The term of the Contract of Carriage for a Sydney Carrier shall be five (5) years commencing on 1st January 1995.
 - i) If the Carrier, as at 2 years from commencement date, operates a vehicle capable of legally carrying 5.2m³ but less than 5.6m³, subject to the provisions of Clause 11.3, then the term shall be extended by three (3) years which total (i.e. eight years) shall become the term of the agreement.
 - ii) If the Carrier, as at 2 years from commencement date, operates a vehicle capable of legally carrying 5.6m³, subject to the provisions of Clause 11.3, then the term shall be extended by five (5) years which total (i.e. ten years) shall become the term of the agreement.
- b) The Contractor shall have the sole option to renew the Contract of Carriage of a Sydney Carrier for a further term, subject to the following:
 - i) Carriers whose term has been extended by three (3) years under Clause 3.1 (a) may be extended a further four (4) years.
 - ii) Carriers whose term has been extended by five (5) years under Clause 3.1 (a) may be extended a further five (5) years.
- c) The option to renew shall be exercised by the Contractor serving upon the Carrier a written notice thereof between the period commencing twelve (12) months and ending six (6) months before the date of the term of the Contract of Carriage;
- d) The renewed Contract of Carriage shall be on the same terms and conditions as contained in this agreement applicable to Sydney Carriers subject to the following alterations:
 - i) Sub-clauses 3.1(a), (b), (c) shall be deemed to have been omitted; and

- ii) The cartage rates payable by the Contractor to the Carrier at the commencement of the renewed Contract of Carriage shall be the same as the cartage payable pursuant to this agreement immediately prior to the expiration of the term of this agreement.

4. Cartage Rates

4.1. Cartage rates payable to Sydney Carriers:

- a) The Contractor shall pay to a Sydney Carrier the Sydney Metropolitan Area utilisation cartage rates ("the utilisation rates") set out in Schedule A hereto. All transfers, waiting time and surcharges, as described in Schedule C, are included in the rate as shown in Schedule A, except for the following:
 - i) transfers outside the Sydney Metropolitan Area;
 - ii) surcharges as provided under Clause 4.12;
 - iii) waiting time if a truck is bogged under Clause 10.2.
- b) Between 1st January 1995 and 31st March 1995 the 4,500m³ per annum utilisation rate specified in Schedule A shall be payable by the Contractor to the Carrier.
- c) On and from 1st April 1995 and on and from the 1st day of every subsequent quarter during the term of the Contract of Carriage, the Sydney Carrier fleet average utilisation rates as adjusted for the previous quarter (calculated on a moving annual total basis in the applicable band as shown in Schedule A) shall be payable by the Contractor to the Carrier.
- d) The utilisation rates paid shall be based on the Sydney Carrier average paid m³ carted, calculated over the Sydney Carrier fleet but excluding those Carriers who have an availability less than ninety five percent (95%) of required working days in the relevant quarter.
- e) The cartage rates shall be reviewed on 1st May 1995 and thereafter half-yearly based on increases or decreases in the cost formula set out in Schedule A hereto.

In the event that agreement cannot be reached as a result of the review referred to in this clause then the question of an increase or decrease in the cost formula set out in Schedule A shall be referred to the Arbitrator appointed pursuant to Clause 24 of this agreement.

4.2. Benefits included in the cartage rates:

- a) The following are provided for in the rates payable to Carriers under this agreement:
 - i) All benefits and entitlements under the Award; and
 - ii) Leave entitlements as follows:
 - a) 20 days annual leave and, in addition, the annual leave loading as prescribed in the Award;
 - b) 10 public holidays - New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, Union Picnic Day;
 - c) 34.8 hours of long service leave per annum;
 - d) 64 hours sick leave per annum;
 - e) 16 hours bereavement leave;

- f) RDO - 12 per annum leave.
 - g) Superannuation at the rate prescribed by law.
- b) The leave entitlements under Clause 4.2 (a) are provided for in the rate as described in Schedule A. Each Carrier must take the leave entitlements in accordance with the Award. Should there be any variations to the entitlements under the Award, the cartage rates shall be adjusted accordingly at the review date.

4.3. Manning When On Leave

The Contractor may require the Carrier to man his vehicle when on leave entitlements. The Contractor shall pay to the Carrier the difference between the labour cost component of the utilisation rate paid for cartage in the relevant period and the labour cost of the Casual driver pursuant to the Award for a Casual driver.

(Example: At the commencement of this agreement the Labour cost at the 4,500m³ utilisation rate is \$34,398 (Schedule A) or \$7.64/m³ and the Casual labour cost is \$540.00 per week (Schedule A). Say a Casual driver is engaged for five days Monday through Friday inclusive, in normal time hours, then the cost to the Carrier of the Casual driver is \$540.00. If, say, in that period the Carrier's vehicle carts 50m³ cartage, then the labour cost component of the cartage paid is \$382.00 (i.e. 50m³ x \$7.64/m³). The Contractor then shall pay to the Carrier the difference in labour cost and the labour cost component, in this example: \$540.00 - \$382.00 = \$158.00.)

4.4. Haulage Area

The Carrier shall haul concrete as required, from the Contractor's plants. The Carrier shall normally work for a period of time from a nominated plant, or other plants in accordance with the requirements of the Contractor.

4.5. Cartage Zones

Cartage Zones shall be based on a map displayed at each plant to provide ready and reasonable access to the Carrier. The zones shall be used as a general guide only.

Any dispute arising in relation to the actual zones to be paid to the Carrier shall be resolved within twenty four (24) hours between the Contractor's representative and the Carrier or his representative by jointly measuring the actual distance travelled, in a mutually agreed vehicle, by the Carrier from the loading point to the discharge point via the shortest practicable route.

(Comment: for the purposes of this agreement "practicable" shall mean open to heavy traffic.)

4.6. Minimum Load

A Carrier shall be guaranteed a minimum load of 3m³ or a minimum payment on the basis of 3m³ for the first 3km, or part thereof, that the load is carried from the plant.

4.7. Mixing in the Yard

A fee of "C" (Schedule B) per load shall be paid to mix and discharge concrete into a customer's vehicle for transport from the plant and subsequent placement outside the boundaries of the plant. Ex-plant mixes shall be limited to completed orders not exceeding 3m³.

4.8. Long Distance Rates

Where the load is required to be carried in excess of twenty five (25) km then each additional km shall be paid on the basis of a 4m³ minimum load.

4.9. Normal Delivery Hours

Normal hours shall be 6:00am to 6:00pm Monday to Friday and 6:00am to 1:00pm Saturday. For the determination made under Clauses 4.10, 4.11, 4.12, and 4.13 time shall be determined from the time of batching as recorded.

4.10. Standby Time

Where a Carrier is required by a Contractor to remain at the plant to take a delivery to a job commencing outside Normal Delivery Hours, for more than one hour, standby time shall be paid at a rate of "E" (Schedule B) for each complete half hour following the expiration of the initial hour.

Standby time is only applicable outside Normal Delivery Hours before receiving a load and also between loads. After the expiration of one hour but only payable after each additional complete half, a Carrier must be on standby for a minimum of eighty nine (89) minutes before being entitled to a payment of "E" (Schedule B).

4.11. Call-out Fee

- a) A Carrier called back outside Normal Delivery Hours shall be paid a Call-out Fee equal to the difference between the total income earned, including surcharges, pursuant to the call-out and an amount equal to 8 x "E" (Schedule B).
- b) A Carrier called back outside Normal Delivery Hours shall not be entitled to a Call-out Fee where the total income, including surcharges, earned pursuant to the call-out sums to an amount equal to or greater than 8 x "E" (Schedule B).

4.12. Surcharge Rates

- a) A Carrier shall not be entitled to the surcharge rate for a load to a continuous pour where the continuous pour commenced within Normal Deliver Hours.
- b) A Carrier shall be paid the surcharge rate for a load to a continuous pour where the continuous pour commenced outside Normal Delivery Hours provided that such load is not delivered within Normal Delivery Hours.
- c) The surcharge rate deemed payable pursuant to Clause 4.12 (b) shall be paid at rate of "F" (Schedule B) per m3 based on a minimum of 3m3.

4.13. Concrete Produced on Sunday

Where a Carrier is required to cart concrete in the hours 6:00am to 6:00pm Sunday, then the loads so carted shall not be included in the determination of the annualised utilisation rate.

4.14. Concrete Produced for Contractor's Own Use

Where a Carrier is required to load concrete for the Contractor's own use within the confines of the Contractor's concrete plant where loaded, the Carrier shall be paid at the current utilisation rate load fee per m3 with a minimum of 3m3.

4.15. Multiple Discharge Points

- a) Same Customer

Payment for haulage covers the total distance travelled to final discharge point. Unloading time shall commence from the start of unloading at the first point and shall continue until the final completion of unloading when drops are within one (1) km. Over one km, the total of the additional km travelled to final discharge point shall be added to the ticket and paid as if the original load was carried for the entire distance.

b) Multiple Customers

Each delivery shall be treated for the purpose of payment of cartage as if a separate delivery had been made from the plant to each delivery point.

4.16. Diverted Loads

a) Direct Diversion

Where a load is diverted enroute a Carrier shall be paid normal cartage rates covering the total distance travelled from initial departure from the plant to the ultimate delivery point of the load.

b) Return to Plant and Divert

It is thereafter treated as a new load

c) Return to Plant and Dumped

It shall be paid for as in clause 4.16 (a)

d) Return to Plant and Subsequently Dumped Outside Plant

Where the Contractor directs ANY quantity of left-over concrete that has been agitated in the yard to be taken to another site and dumped, payment shall be made at the utilisation rate for the Sydney Metropolitan Area.

4.17. Left Over Concrete

a) All concrete remains the property of the Contractor and accordingly the Contractor reserves the right to direct where concrete is to be taken or if and where it is to be dumped. The Carrier shall contact the plant for instructions as soon as possible.

b) When 3m³ or more of concrete is left over from a job, return cartage shall be paid at the rate of "B" (Schedule B) with a 3km minimum.

4.18. Road and Bridge Tolls

Prior to the departure of a load, the Contractor shall issue the Carrier with a mutually agreed number of prepaid toll tickets or equivalent for that load, free of charge.

5. Safety Net

5.1. An earnings safety net and guaranteed minimum earnings as described in Schedule A: "Quarterly Safety Net", shall apply to the Carrier per quarter year during the term of the Contract of Carriage. The Safety Net will be administered on an annual basis, i.e. there will be adjustments up or down from quarter to quarter, as appropriate.

5.2. The "Quarterly Safety Net" (Schedule A) shall be subject to rise and fall under the terms of this Contract.

5.3. The Contractor shall pay to the Carrier an amount not exceeding the "Quarterly Safety Net" (Schedule A) per quarter if the Carrier has earned less than the "Quarterly Safety Net" (Schedule A) in the relevant quarter. The amount payable shall be calculated in accordance with the following formula:

Net Quarterly Payment = QSN - A where:

QSN = "Quarterly Safety Net" (Schedule A)

A = the actual earnings of the Carrier during the relevant period

The Net Quarterly Payment shall be made in the pay period following the end of the relevant quarter.

- 5.4. The Carrier is deemed available pursuant to Clause 5.6. The Carrier's Quarterly Safety Net shall be reduced by 4/253rds per day for each day the Carrier is deemed unavailable.
- 5.5. The Contractor and the Union shall mutually agree on a mechanism so that the Contractor is not disadvantaged by causes beyond its control and the Carrier is not disadvantaged by actions of the Contractor.
- 5.6. The normal work week is six (6) consecutive days, Monday through Saturday inclusive to a total of 253 days per annum as described in Schedule A. The Carrier shall report as directed by the Contractor on each normal work week day and compliance with such direction shall deem the Carrier available. Non-compliance with the Contractor's direction shall deem the Carrier unavailable subject to the following exceptions:
- a) The nominated plant is closed or unable to produce;
 - b) The agitator is unserviceable, except by accidental damage by the Carrier;
 - c) The Carrier is on approved annual leave (two (2) weeks per annum);
 - d) The Carrier takes approved sick leave under the Award (eight (8) days per annum);
 - e) The Carrier has a rostered day off (three days per annum);
 - f) The Carrier is notified the prior day that he is not required or is rostered off at the direction of the Contractor.

6. Cartage Accounts

- 6.1.
- a) The Contractor shall prepare cartage accounts in accordance with dockets issued by the Contractor to the Carrier during the course of the accounting period.
 - b) The Carrier's accounts, as prepared by the Contractor, shall be itemised on a daily basis which shall include data, docket numbers, quantity of loads, kilometres, extra payments, amount per load and job address.
 - c) All the above items shall be totalled individually at the conclusion of the accounting period. The gross cartage figure should be shown, and any agreed deductions, e.g. income adjustments, fully itemised and a net figure then shown.
 - d) The accounting period shall be two equal periods during each calendar month.
 - e) Cartage accounts shall be paid by electronic transfer between the Carrier and the Contractor within 10 working days following the end of each accounting period.
 - f) Should the Carrier not receive the due electronic transfer in his account for any reason attributable to the Contractor or the Contractor's Bank, then the Contractor shall pay to the Carrier an additional amount being the prevailing bank overdraft interest rate calculated on a daily basis for each day the electronic transfer is overdue.
- 6.2.
- a) Account discrepancies relating to the immediately preceding pay period shall be settled promptly and in no case later than fourteen (14) days from the date of submission by the Carrier.
 - b) Account discrepancies relating to other than the immediately preceding pay period shall be settled within thirty (30) days from the date of submission of the discrepancy.

- c) Where, following settlement of an account discrepancy, an adjustment to payments is required, such adjustment shall be made in the pay period following settlement.

6.3.

- a) Where a Carrier purchases any item other than fuel from time to time from the Contractor, or where goods are purchased on the Carrier's behalf by the Contractor, the Contractor may deduct from the Carrier's cartage payments an amount equal to the value of the purchase provided the Contractor has written authorisation to make such deduction.
- b) The Contractor may deduct from the Carrier's cartage payment an amount equal to the value of any fuel purchased. The cost of the fuel shall not be adjusted retrospectively.
- c) When a Carrier is overpaid, the Contractor shall submit an adjustment account to the Carrier which shall be determined within 14 days from the date of submission for the immediately preceding pay period or thirty (30) days for all other claims.
- d) Following determination the Carrier shall promptly provide written authorisation for the adjustment to be deducted from his account and such deduction shall be from the next cartage payment due.

7. Living Away from Home Allowance

7.1. A Carrier engaged in work which precludes him from reaching his usual place of residence at night shall receive the benefits and conditions as detailed in the Award. This sub-clause shall not apply to movements within the metropolitan areas of Sydney.

7.2. Where a Carrier is required to transfer to a working area which precludes him from returning to his normal place of residence each night, the Contractor wherever possible shall provide the Carrier with at least twenty four (24) hours prior notice of the request.

7.3. Where a Carrier is transferred outside his normal working area, such transfer shall be for a period not exceeding seven (7) days duration or longer by mutual agreement and shall be done from a cyclic transfer roster.

7.4.

- a) Transfer payments in addition shall be paid at the rate of ("H") per km or part thereof that the Carrier is required to travel to and from the directed transfer location.
- b) A transfer docket must be issued by the Contractor to the Carrier prior to departure, wherever possible, otherwise on arrival at the destination.
- c) Should a transfer be cancelled or redirected the relevant transfer docket shall be adjusted by the Contractor immediately on the Carrier's return to the plant from which he was originally transferred.

8. Statutory Requirements and Insurance

8.1.

- a) A Carrier shall comply with the provisions of all current relevant statutes and regulations made thereunder in relation to the use or operation of his motor lorry and the Carrier shall ensure payment of all lawful fees, licences and taxes in relation thereto.
- b) Any variation in statutory requirements shall be considered in the regular review of cartage rates.

8.2. A Carrier shall arrange insurance cover and keep current whilst working under this agreement in respect of:

- a) Motor vehicle comprehensive or third party property.
- b) Motor vehicle compulsory third party.
- c) Workers' Compensation for all employees, including casuals of the Carrier's Company.
- d) Public liability cover to the value of \$5 million.
- e)
 - i) Public liability for agitator damage (extension).
 - ii) Insurance cover for damage to the agitator.
- f) Public liability for wrong delivery (extension).

8.3.

- a) All relevant insurance policies, registration certificates and driver licences are to be submitted to the Contractor for perusal and verification and return prior to the commencement of the contract, thereafter upon demand within fourteen (14) days of request.
- b) The Carrier shall not provide photocopies of any documentation but shall produce original documents for sighting and verification only.

9. Loading

9.1. Size of Load

- a) The Contractor has the right to nominate the size of load provided the Carrier has the right to refuse a load that is beyond the legal capacity of the vehicle or the rated capacity of the mixer.
- b) Each Carrier shall be loaded to his maximum legal capacity wherever possible except in the case of a single load or message, or where a subsequent load would result in less than 3m³ being carried.

9.2. Loading Order

- a) The initial daily starting order shall be in accordance with a cyclic roster.
- b) Thereafter all trucks shall be loaded in order of their return to the plant with the exception of:
 - i) Mini mix loads (less than 3m³).
 - ii) Single load or message greater than the mixer capacity or legal carrying capacity of the truck next in line.
 - iii) Trucks with returned concrete where it is impractical due to facility or time constraint to transfer the returned concrete to the next truck in line.
- c) The Contractor may operate a fleet of vehicles driven either by its employees or by contract labour.
- d) The Contractor's vehicles shall not be preferentially loaded. The Carriers acknowledge and agree that the nomination of plants from which the Contractor's vehicles operate is entirely at the discretion of the Contractor and does not constitute preferential loading subject to there being consultation regarding the increase or decrease in the base number of Carrier's vehicles in a plant.

- e) The Contractor's vehicles shall participate in the cyclic roster as defined by clause 1.1(d), (e) and (f).
- f) The initial loading time and the initial plant from which such loading shall take place shall be notified by the Contractor to each Carrier before the close of business on the previous day.

10. Hazardous Approach to Job Site

10.1. Hazardous Approach

- a) A Carrier shall have the right to refuse to enter upon ground which he considers unsafe or extraordinarily hazardous. If a Carrier does refuse entry and the delivery is completed on that day by other vehicles without the use of additional equipment then the Carrier that has refused entry shall not be paid for the delivery or return cartage unless the load has been diverted to another job in which case his delivery to the alternate location shall be paid as if it were a new delivery from the plant where batched to the alternate location.
- b) If the Carrier has notified the plant of the unsafe or hazardous job site and/or approach but attempts unsuccessfully to enter, the Carrier shall be paid the utilisation rate as if the delivery had been successful even if the delivery is ultimately completed, as Clause 10.1 (a).
- c) In all cases if the Carrier refuses to enter and the delivery is not completed on that day without the use of additional equipment the Carrier shall be paid the utilisation rate as if the delivery had been successful. If the Contractor diverts the load to an alternate location the Carrier shall be paid pursuant to Clause 4.14 Diverted Loads.

10.2. Bogged Vehicles

- a) Where a Carrier goes beyond the kerb to complete a delivery and his vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery, the Contractor shall arrange the services of an experienced salvage contractor to extricate the vehicle as soon as possible and shall bear all costs for those arrangements.
- b) The Contractor shall ensure that the salvage contractor selected is covered by the appropriate insurance policy to rectify any damage that the salvage contractor may cause to the Carrier's vehicle during the extrication process.
- c) Waiting time at a rate of "D" (Schedule B) per minute shall be paid to the Carrier from the time the Carrier notifies the plant until the time of completion of extrication.
- d) Provided further that the provisions of Clause 10.2 (a), (b) and (c) shall not apply where the vehicle becomes inoperative as direct result of the Carrier's negligence or deliberate actions.

10.3. The Carrier shall not be responsible for damage to property or vehicle arising from off-kerb delivery unless negligence by the Carrier be determined. Damage claims are to be settled quickly.

11. Availability of a Suitable Vehicle

11.1. It is the obligation of the Carrier on each working day to personally supply, man, operate and keep serviceable the vehicle. Any variation to this obligation shall require agreement by both parties.

11.2.

- a) No vehicle shall be brought into service without prior consent of the Contractor.
- b) The Contractor shall have the discretion to refuse to load a vehicle that is unregistered or obviously defective.

- c) Where the vehicle is subsequently shown by the Roads & Traffic Authority not to be defective the Carrier shall be paid by the Contractor a rate equivalent to the daily average earnings at the applicable utilisation rate for each day so detained, or part thereof, from the time the load was refused until the Contractor agrees to load the vehicle, together with any additional statutory charges.
- 11.3. The legal carrying capacity of a suitable vehicle for the determinations made under Clause 3.1 (a) shall be based on;
- a) The provision by the Contractor of an agitator not weighing in excess of 2700kgs plus and allowance of 200kgs for water and oil; and
- b) The nominal mass of normal class 25MPa (N25 under AS1379) being 2340kgs; and
- c) The RTA registered mass of the vehicle.
- 11.4. An unserviceable vehicle shall be repaired as soon as practicable.
- 11.5. Where a Carrier is unable to report for work with his vehicle he shall arrange for the Contractor to be informed at the earliest possible moment of the reason and the anticipated period of absence.
- 11.6. When a Carrier is required to submit his vehicle to the Roads & Traffic Authority for annual inspection, he shall inform the Contractor 4 weeks prior to his registration renewal date or on receipt of his inspection notification whichever is the earlier.

If a re-inspection is required due solely to a defective agitator, then a transfer fee of "G" (Schedule B) per km or part thereof shall be paid by the Contractor to the Carrier for the distance travelled to the nominated inspection station from the base plant plus any inspection fees payable.

- 11.7.
- a) All current vehicles in the fleet are deemed to be approved vehicles for two (2) years in the Sydney metropolitan area.
- b) Any current approved vehicle being replaced shall have a power take-off unit so that the Contractor can attach all equipment necessary to operate its hydraulic agitator. The boundary of the Carrier's responsibility in this matter shall end at the provision of a bare power take-off drive shaft.

12. Responsibility for Load

- 12.1. A Contractor shall ensure that the load is batched, with the intent that the quantity of water required to adjust the slump does not exceed 10% of the total water required to bring that load up to specification.
- 12.2.
- a) The Contractor shall provide the Carrier wherever possible with notice, posted on the appropriate notice board, of any intended major changes to the source of concrete mix ingredients which may change the characteristics of the concrete.
- b) Should the Contractor change the concrete ingredients without said notification to the Carrier prior to batching, the Contractor shall automatically assume the slump responsibility of the concrete and the Carrier shall be paid for all cartage at the full rate without penalty.
- 12.3.
- a) A Carrier shall ensure that the load is properly mixed as required by the Contractor's written instructions and that the slump of the concrete shall be in accordance with the following limits immediately prior to discharge:

- i) Slump above 110 millimetre - a tolerance of plus or minus 30 millimetres.
 - ii) Slump greater than 80 and less than 110 millimetres - a tolerance of plus or minus 20 millimetres.
 - iii) Slump greater than or equal to 60 millimetres and less than or equal to 80 millimetres, a tolerance of plus or minus 15 millimetres.
- b) The slump requirements are based on the premise that the Carrier has at all times from the time of batching to the point of discharge, the ability to add water to adjust the slump of the load to the specification under Clause 12.3 (a).
 - c) If the Carrier is requested by the Contractor to adjust and/or maintain the slump of a load at a tolerance closer than that described under Clause 12.3 (a), and the load is rejected on the basis of non-compliance with the nominated slump tolerance, then Contractor shall pay the Carrier the utilisation rate for the load as if the load had not been rejected.
 - d) If the Contractor has removed the Carrier's right to adjust the slump of a load on the job site, and the Carrier is requested by a third party to adjust the slump of the load, and the Contractor approves such adjustment, and the load is rejected on the basis of water addition and/or non-compliance with the nominated slump tolerance, then Contractor shall pay the Carrier the utilisation rate for the load as if the load had not been rejected.
 - e) The agitator drum must be kept turning at all times when it contains concrete.

12.4.

- a) A Carrier shall visually inspect each load prior to leaving the plant and shall advise the Contractor of any apparent unusual features of the load which may have occurred due to batching error, plant failure, contamination or Carrier error.
- b) Any failure to report any obvious unusual feature arising from a visual inspection shall be dealt with in accordance with Clause 24 Disputes Procedure hereof.
- c) Subject to Clause 12.5, the Carrier shall not be responsible or have his cartage payment rejected or withheld due to undetected irregularities of the load save for slump.

12.5. When a load is rejected at a job site because the slump is outside the nominated tolerance contained herein, or the Carrier has not visually inspected the load prior to leaving the plant the Carrier shall not be paid for the cartage.

12.6.

- a) At the job site a Carrier shall make reasonable endeavour to obtain a signature for delivery and it shall be the Carrier's responsibility to contact the plant immediately by two-way radio when a problem arises to obtain a signature from the customer as required by the Contractor.
- b) If a nominated signature is required by the Contractor it is the Contractor's responsibility to ensure that the nominated person is available at the point of discharge at the completion of the discharge of the load.

12.7. A Carrier shall endeavour to collect money from COD customers for all concrete charges, including waiting time. All monies collected shall be submitted in full to the plant manager of allocator as soon as possible on return to the plant, who shall issue the Carrier with a receipt.

12.8.

- a) The Carrier shall immediately advise the Contractor where practicable by two-way radio, or telephone if immediately available where a two-way radio is not provided, when a COD payment is not collected or a dispute arises between the Carrier and the customer.
 - b) Public Telephone costs are to be reimbursed by the Contractor to the Carrier.
 - c) Carriers are not required to carry a float for the purposes of providing a change facility.
 - d) The Carrier shall take all due care for any money collected.
- 12.9. Where a load is dumped the Carrier shall not be liable to compensate the Contractor unless the loss occurred as a direct result of the Carrier's negligence or misconduct.
- 12.10. In the case of a delivery of concrete to a kerb making machine, the Carrier assumes no responsibility for the slump of the load as it is delivered in an "as batched" condition.
- 12.11. Where an additive is added after batching, the Carrier is automatically absolved of any responsibility for the slump.
- 12.12. The concrete specification as shown on the cartage docket cannot be changed by any party after batching.
- 12.13.
- a) Where returned concrete is re-used and is more than 1½ hours old, and the return cartage is greater than 0.8m³ and topped up, the Contractor shall assume full responsibility for the slump of the load.
 - b) The Carrier shall assume responsibility for any breaches in vehicle legal load limits in relation to this matter as the Contractor has given the Carrier the discretion to dump any concrete from that topped-up load that the Carrier may deem to place him in breach of his vehicle's legal load limit.
- 12.14. Limit of Carrier's Liability
- a) Subject to Clause 12.14 (b) and Clause 12.14 (c) the maximum limit for a Carrier's liability under the Contract Determination and this agreement shall not exceed the total invoiced value of the material for the respective individual load.
 - b) Subject to Clause 12.14 (c) and subject to Clause 12.9 the maximum limit for a Carrier's liability under the Contract Determination and this agreement, where an individual load is rejected pursuant to Clause 12.5, shall not exceed the value of the cartage payment.
 - c) The aforesaid limitation of liability of a Carrier does not apply in respect of a Carrier whose cover for any of the insurances referred to in Clause 7 hereof is voided.

13. Breakdowns

- 13.1. Neither the Contractor or Carrier shall be responsible to each other for any loss resulting from plant mixer and/or vehicle breakdowns.
- 13.2. Should a mixer breakdown occur, the Carrier shall not be responsible for the removal of the concrete. The Carrier is not obliged to participate in the removal of concrete from the agitator save for the operation and positioning of the agitator to assist in concrete removal. Waiting time at a rate "D" (Schedule B) per minute shall be paid to the Carrier from the time the Carrier notifies the plant until the time of positioning of the agitator as directed.

14. Two-Way Radio and Ultra Log Equipment

- 14.1. The Carrier shall agree to the installation of two-way radio and ultra log equipment on his vehicle. All equipment shall be installed by the Contractor's approved technician and such installation shall be of a professional standard. The installation shall include all necessary equipment and the complete installation shall be undertaken at no cost to the Carrier.
- 14.2. When such equipment is removed the Contractor shall make good the bodywork.
- 14.3. The Carrier shall take due care to ensure adequate protection of the equipment.
- 14.4. The equipment is to be operated and appropriate procedures are to be followed as laid down by the Contractor.
- 14.5. The Contractor shall be responsible for the maintenance of the two-way radio and ultra-log equipment.
- 14.6. The Contractor shall provide to the Carrier at no cost to the Carrier, all stationery required to properly operate the ultra-log equipment and any other monitoring equipment installed in the vehicle as required by the Contractor.

15. Provision of Mixer

- 15.1.
 - a) The Contractor shall be responsible for the provision of a mixer with a mixing capacity of not less than 5m³ and its safe and proper initial fitting to the Carrier's vehicle in accordance with the specifications of the respective manufacturers including the supply of "U" bolts, clearance lights, mud flaps and a protective chassis/agitator cover plate mutually acceptable to the Contractor and the Carrier.
 - b) If an agitator is required by the Contractor to be removed at any time for any reason, the total cost of agitator removal and replacement shall be borne by the Contractor.
 - c) If an agitator is required by the Carrier to be removed to effect repairs that cannot be otherwise effected without the removal of the agitator, then the total cost of the agitator removal and replacement shall be borne by the Contractor provided that such repairs are not for the purpose of inspection, sandblasting or modifying the truck chassis.
- 15.2. After the initial fitting referred to in 15.1 (a) hereof the Carrier shall be responsible for the mixer being properly secured to the vehicle. The Carrier shall be responsible for all maintenance and replacement of clearance lights, globes and mud flaps. Mudflaps shall be supplied to the Carrier by the Contractor free of charge.
- 15.3. The Carrier by mutual agreement may have the U bolts adjusted by a qualified mechanic and the costs incurred shall be paid by the Contractor provided that the Contractor's workshop shall have the opportunity of undertaking the adjustments.
- 15.4.
 - a) The mixer shall remain the property of the Contractor and on completion of its use at the termination of this contract shall be removed by the Contractor at a location nominated by the Contractor at a time mutually agreed between the Carrier and the Contractor but in any event, within forty eight (48) hours.
 - b) The Contractor shall pay to the Carrier a transfer at the rate of "G" (Schedule B) per km or part thereof to and from the nominated location.

- c) The Carrier shall be paid at the rate of 3 x "K" (Schedule B) per hour by the Contractor for such time involved in the removal of the agitator from the Carrier's vehicle where such time involved is for a period greater than four (4) hours at the nominated location.

15.5. Hydraulic Mixers

- a) The Contractor shall be responsible for the provision of a crank shaft protection mechanism located between the hydraulic drive and the power take-off unit.
- b) All modification and fitting work is to be done expeditiously and in any case not longer than five (5) working days. The Contractor shall pay the Carrier a rate equivalent to the daily average earnings at the applicable utilisation rate for each day so detained in excess of the five (5) working days limit.
- c) The Contractor shall provide regular maintenance in accordance with the mixer manufacturer's recommendations at no cost to the Carrier.

16. Mixer Care and Maintenance

16.1. A Contractor's mixer is in the care of the Carrier who shall keep the unit clean and tidy to the satisfaction of the Contractor and the Union.

16.2.

- a) A Carrier undertakes to exercise all reasonable care of the mixer. The mixer shall be thoroughly washed out and cleaned down as required and surfaces treated in preparation for the next day's work.
- b) All cleaning materials and equipment necessary for cleaning the agitator shall be supplied by the Contractor and shall comply with any and all statutory requirements and regulations.

16.3. The Carrier shall report any and all apparent maintenance requirements to the Contractor.

16.4.

- a) The Carrier shall convey the mixer to the workshop for repairs or maintenance as requested by the Contractor. All work shall be completed as soon as possible and without delay.
- b) The Carrier shall be paid for transfers to and from the workshop at the rate or "G" per km or part thereof and the forward and return journey shall be treated separately. A means shall be provided by the Contractor at the Contractor's cost to convey the Carrier to his place of residence or plant whichever is the lesser distance and return him to the workshop as and when required.

16.5.

- a) The Carrier shall be responsible for minor maintenance as described below:
 - Greasing
 - Cleaning
 - Replacement of spark plugs
 - Changing oil, air and fuel filters
- b) Subject to the provisions of Clause 15 hereof, all parts, tools, materials and equipment shall be provided by the Contractor.

16.6.

- a) The Carrier shall be responsible for the removal of hardened concrete build-up from the inside of the agitator, a process commonly known as de-dagging.
 - b) All de-dagging shall be carried out strictly in accordance with the agreed procedure and in compliance with relevant Occupational Health and Safety regulations.
 - c) The limit of the Carrier's responsibility in order that the de-dagging may take place shall be limited to the provision of his labour only. All other personnel and/or equipment is to be provided by the Contractor at the cost of the Contractor.
- 16.7. The Contractor shall be responsible for all major maintenance.
- 16.8. The Carrier is responsible for the provision of the fuel to run the truck and mixer.
- 16.9. The Contractor is responsible for the provision of oil and grease for the mixer.
- 16.10. The Contractor's agitator is to be parked only in places approved by the Contractor. The Carrier is not responsible for any loss or damage to the Contractor's equipment when so parked. Where approval is not given for the agitator to be parked at a location requested by the Carrier, then the Carrier assumes responsibility for all loss and damage to the Contractor's equipment when so parked.
- 16.11. A Carrier shall not be responsible for any damage to the mixer whatsoever except in the case of a Carrier's gross negligence or deliberate action.

17. Painting and/or Signwriting of the Mobile Unit

- 17.1. The Contractor shall arrange for periodical painting and/or signwriting of the mobile unit.
- 17.2. All painting is to be done expeditiously, weather permitting, in not more than 5 working days using a quality of paint that is acid resistant and capable of withstanding the arduous conditions of the industry for a period of not less than 4 years. The painting shall be undertaken by a recognised truck painting contractor and the standard of finish shall be not less than that provided by tradesmen specialising in this field.
- 17.3. All necessary surface preparations and procedures recommended by the paint manufacturers shall be strictly adhered to. The Carrier shall be responsible for the provision of a sound painting surface of the truck, including but not limited to the rectification of corrosion, prior to presentation for painting.
- 17.4. The mobile units shall be painted every 4 years or a longer or shorter period by mutual agreement.
- 17.5. For the purposes of this clause "mobile unit" shall mean the complete truck and agitator including all their components and external surfaces without exception.
- 17.6. In the event that the paint finish of the mobile unit is of a standard unacceptable to the Carrier, the Carrier shall advise the Contractor prior to the vehicle being removed from the workshop.
- 17.7. For all time in excess of five (5) days or where a vehicle has to be returned for repainting or painting repairs, the Carrier shall be paid by the Contractor a rate equivalent to the daily average earnings at the applicable utilisation rate for each day so detained.

18. Union Membership and Delegates

- 18.1. A Carrier appointed as Yard Delegate shall upon notification thereof to the Contractor by the Branch of Sub-Branch Secretary of the Union, be recognised as the accredited representative of the Union.
- 18.2. The appointed Union Delegate or executive committee member shall be provided with reasonable access to and use of a telephone free of charge for Union matters, provided the site staff are consulted.

19. Manning

- 19.1. A person shall only become a Carrier after being given final written approval by the Contractor. Such approval shall be dependent upon the person's suitability and his standard of efficiency after the required training period to the satisfaction of the Contractor. Suitability extends to pre-engagement medicals for prospective Carriers.
- 19.2. A Carrier when employing an alternate driver shall engage the driver under terms and conditions of the Award and shall require the driver to observe the terms of this agreement in the operation of the vehicle.
- 19.3. A Carrier shall not permit any person to operate his vehicle without the prior written approval of the Contractor.
- 19.4. A Carrier shall be the permanent operator of the vehicle except on a period of absence approved by the Contractor.
- 19.5. A Carrier and/or driver shall act in the best interests of the Contractor at all times. In the event of a dispute arising in respect of this clause, the procedures in Clause 24 Disputes Procedures shall be observed.
- 19.6.
- a) A Carrier shall ensure that the driver of the vehicle holds the appropriate class of driver's licence as required by the Roads & Traffic Authority.
 - b) In the event that the Carrier or his driver has his licence suspended or cancelled, the Carrier must immediately inform the Contractor in writing of that fact.

20. Uniforms

- 20.1. A Carrier and/or his driver shall maintain an acceptable standard of neatness of dress and appearance.
- 20.2. Where a uniform is required to be worn by the Carrier then such uniform shall be supplied free of charge to the Carrier by the Contractor.
- 20.3. A satisfactory quantity of clothing is to be supplied with a minimum of 4 days fresh apparel.
- 20.4. Clothing issues to Carriers shall be on a points system per item. From the date of this agreement each Carrier shall be entitled to receive uniforms totalling eight (8) points per year for a maximum of two (2) years at which time future issues shall be limited to replacement on a return of any previously issued item to a maximum of six (6) points per annum.

Uniform item points are as follows:

Two shirts (short or long)	2 points
Two trousers (short or long)	2 points
Two pairs of overalls	4 points
Four T-shirts	4 points
One winter jacket	4 points

- 20.5. New entrants into the industry shall receive an initial double issue.
- 20.6. Wet weather and safety gear is to be supplied as per Clause 29 of the Award.
- 20.7. Replacement of previously issued uniforms and items of safety gear shall be on the basis of replacement on return of used items.

21. Amenities

All amenities are to comply with the Shops and Factories Act and to be not less than those enjoyed by an employee under the Award. The appropriate facilities should be maintained and kept thoroughly clean and hygienic at all times by the Contractor. Carriers shall conduct themselves in a tidy and appropriate manner.

22. Fleet Size

22.1. The Contractor shall have the absolute discretion to vary its fleet size in any manner and for any reason subject to the terms of this agreement.

(22.2 varied June 1999)

22.2. Trucks owned by the Contractor may be driven by either employees of the Contractor or by contract labour, at the absolute discretion of the Contractor.

23. Commitment to Training

23.1. The parties to this agreement recognise the mutual benefits to be gained through a greater commitment to training and, accordingly, each party commits itself to attending appropriate training programmes in order to increase the competitive performance of the Contractor and its Carriers.

23.2. When training is undertaken at the request of the Contractor it shall be undertaken at no cost to the Carrier and shall be limited to twenty four (24) hours per annum for each Carrier.

23.3. Where a Carrier is required to attend such training in excess of twenty four (24) hours per annum then the Carrier shall be paid at the rate of "K" (Schedule B) per hour or part thereof for each additional hour plus the Award penalty rate travelling time to a maximum of ½ hour each way plus "L" (Schedule B) per km or part thereof that he is required to travel from his base plant or place of residence whichever is the lesser to and from the respective location requiring his presence.

23.4. A prospective Carrier shall spend a minimum of 2 weeks training to operate the mixer, slump etc., including a training period of one day in the Contractor's Quality Control Laboratory under the Contractor's supervision of the Contractor's testers. This training is at no cost to the Contractor except for the provision of the appropriate personnel and equipment.

24. Disputes Procedure

24.1. It is understood and accepted by all parties to this agreement that work shall continue normally during all negotiations and any necessary proceedings.

24.2. When there is a disagreement, the Carrier shall attempt to resolve the matter by negotiating with the Contractor or his representative on site.

24.3. Where the matter is not resolved, the Yard Carrier Delegate shall attempt to resolve the matter by negotiation with the Contractor or his representative on site. Where applicable the Carrier's executive delegate or his representative may be party to further negotiations with the Contractor.

24.4. If the matter remains unresolved officials and/or representatives of the Union may at the option of the Carrier be party to continued discussions/negotiations with the relevant representatives of the Contractor.

24.5. In circumstances where the matter remains unresolved the matter shall be referred to the Arbitrator for determination, which determination shall be binding upon the Contractor, the Carrier and the Union.

For the purpose of this clause the Contractor and the Union shall agree upon a person to be appointed from time to time as Arbitrator. In the event that agreement cannot be reached as to the person to be appointed as Arbitrator then the person to act as Arbitrator for the purpose of this clause shall be a person nominated by the President of the Institute of Arbitrators. The Arbitrator shall nominate the

procedure to be adopted in respect of any matter referred to him and may, if he desires, include in that procedure processes of conciliation, mediation and/or arbitration.

25. Local Rules and Conditions

- 25.1. Local rules and condition shall continue in force in so far as they do not conflict with the provisions of this agreement and shall be limited to those contained on a list mutually agreed by the Contractor and the Carrier.
- 25.2. The list of Local Rules and Conditions shall have a fixed term.

26. Occupational Health and Safety

- 26.1. The Contractor shall establish Safety Improvement Teams consistent with its Building In Safety program. Each Safety Improvement team so established may have one (1) Carrier as a member of that team.
- 26.2. The Contractor shall pay each Carrier member of the Safety Improvement Teams for any and all time such Carrier spends in relation to their membership at the rate of "K" (Schedule B) per hour.
- 26.3. Such Carrier shall be paid promptly through their individual Cartage Account in the payment period covering the time expended.
- 26.4. The Contractor shall pay each Carrier member of the Safety Improvement Teams at the rate of "K" (Schedule B) per hour or part thereof plus the Award penalty rate travelling time to a maximum of ½ hour each way plus "L" (Schedule B) per km or part thereof that he is required to travel from his base plant or place of residence whichever is the lesser to and from the respective location requiring his presence.

27. Rostering

(27.1 varied June 1999)

- 27.1. The Contractor shall operate rosters and allocate plant locations in such a way as to ensure that:
 - a) all Carriers have the opportunity to cart metres as close as possible to the average fleet utilisation metreage for the whole Sydney cartage fleet (which includes vehicles owned and operated by the Contractor pursuant to clause 9.2(c)) during the relevant period; and
 - b) the level of customer service set by the Contractor is achieved.
- 1.2. The Contractor shall not roster-off a Carrier simply because he is earning in excess of the average fleet utilisation metreage applicable during the relevant period.

(27.3 e) varied June 1999)

- 1.3. Those rosters shall include:
 - a) Daily start cyclic roster
 - b) Daily transfer cyclic roster
 - c) Period (not exceeding one month) transfer cyclic roster
 - d) Roster-off roster (where there are vehicles surplus to customer requirements, as determined by the Contractor
 - e) Night shift rosters.

(27.4 varied June 1999)

- 1.4. The rosters set out in clause 27.3 shall include trucks owned by Carriers and trucks owned by the Contractor.

28. Concrete Cartage in Alternative Vehicles

Where concrete is transported other than in an agitator then the cartage rates shall be negotiated between the Contractor and the Union at the relevant time provided that the rate so negotiated is competitive with the prevailing market rate for such cartage.

29. Plant Stored Carrier's Equipment

The Contractor shall provide sufficient space where possible for the safe storage of equipment that is reasonably necessary to assist in the efficient and effective running of the Carrier's cartage business. The Contractor is not liable for loss or damage to Carrier's equipment so stored.

30. Termination of Engagement

- 30.1. The Contractor may terminate a Carrier's Contract of Carriage without compensation only in the event of theft or serious and wilful misconduct by the respective Carrier proven in a court of law or acknowledged and accepted by the Carrier.
- 30.2. If the Contractor wishes to terminate a Carrier's Contract of Carriage other than pursuant to the provisions of Clause 30.1 hereof, the Contractor shall:
- a) Provide the Carrier with a minimum of thirteen (13) weeks written notice of termination of the Carrier's Contract of Carriage and if the Contractor provides shorter notice than the said thirteen (13) weeks, then in addition to the compensation payable pursuant to Clause 31 the Contractor shall pay to such Carrier an amount equal to 20 x "J" (Schedule B) per week for the period less than such thirteen (13) weeks of notice calculated on a reducing daily basis; and
 - b) Pay to the Carrier compensation equal to and calculated in accordance with the provisions of Clause 31 hereof.

31. Compensation Upon Termination of Contracts of Carriage

- 31.1. Compensation Payable to Sydney Carriers

The amount of compensation payable by the Contractor to a Carrier upon termination of the Carriers Contract of Carriage shall in addition to any amount payable under clause 30.2 (a) be:

- a) If the Contract of Carriage is terminated within the first two (2) years of the commencement of this agreement, an amount calculated in accordance with the formula:

80,000 x M/N, where:

M = the Consumer Price Index (Sydney All Group Index) published by the Bureau of Statistics applicable to the Quarter ending immediately prior to the expiration of the notice of termination; and

N = the Consumer Price Index (Sydney All Group Index) published by the Bureau of Statistics applicable to the Quarter ending 30 September 1994.

- b) If the Contract of Carriage is terminated on a date two (2) years after the commencement of this agreement, an amount calculated in accordance with the formula:

64,000 x P/(Q - 24) x M/N, where:

M & N are as defined under Clause 31.1 (a); and

P = number of whole months remaining between the date of termination and the expiry date of the Contract of Carriage allowing for any extensions of provided for under clause 3.1(a) had notice of termination not been given; and

Q = total number of months of the term plus any extensions of the Contract of Carriage provided for under clause 3.1(a).

(Example: A Contract of Carriage for 5 years plus a 3 year extension commenced on 1st September 1994 and notice is later given of termination to take place on 17th November 1998, and say the relevant CPI "M" value is 121.0 and the CPI "N" value is 111.0 then the amount of compensation payable would be:

$$\$64,000 \times 45 / (96 - 24) \times 121.0/111.0 = \$43,603.00)$$

32. Assignment of Contract of Carriage

- 32.1. If at any time or times during the term of the Contract of Carriage, the Carrier wishes to sell and assign the balance of the term of the contract, the Contractor shall have the right to purchase the same upon the following conditions:
- a) The Carrier shall first give notice in writing to the Contractor of the Carrier's desire to sell the balance of the term of the Contract of Carriage for a price calculated in accordance with the applicable formula set out in Clause 31 of this agreement.
 - b) The Contractor, if it desires to purchase the balance of the term of the contract, shall within thirty (30) days after receipt of such notice, cause to be delivered to the Carrier a written notice of acceptance of the offer. A cheque made payable to the Carrier in an amount calculated as set out in Clause 31 shall be delivered to the Carrier on the day of termination;
 - c) If the Contractor does not, within the said period of thirty (30) days, accept the Carrier's offer in the aforesaid manner, then the Carrier shall be at liberty to sell and assign the balance of the term of the contract to any other person approved by the Contractor and who is capable of carrying on the business of the Carrier pursuant to this agreement, such approval not to be unreasonably withheld.
- 32.2. The Contractor covenants with the Carrier not to serve a notice of termination of the Carrier's Contract of Carriage (except in the circumstances of Clause 30.1 - theft or serious and wilful misconduct) following service upon the Contractor of the notice of the Carrier's desire to sell the balance of the term of the Contract pursuant to Clause 32.1 (a) for a period of at least six (6) months following the date of service upon it of the said notice of desire to sell.
- 32.3. For the purpose of this clause, an assignment shall include an assignment or transfer of a controlling interest in a company.

33. Environment Protection and Pollution Control

33.1. Operational Procedures

The Contractor shall provide the Carrier with a written procedure relating to the delivery of concrete. It is the Contractor's responsibility to ensure that this procedure complies with all requirements of the relevant Act with respect to environment protection and pollution control. It is the Carrier's responsibility to comply with the Contractor's reasonable written procedures.

33.2. Contractor's/Carrier's Liability

The Contractor shall indemnify the Carrier against all claims for cost, damages and/or legal expenses and any further liabilities that may arise whilst performing his duties as the Contractor's Carrier in

accordance with the Contractor's operational procedures, provided that such claims for cost, damages and/or legal expenses and any further liabilities that may arise are not as a direct result of the Carrier's negligence or misconduct.

SCHEDULE A

Note: See tables in PDF version

SCHEDULE B

Extra Charges Unit Rates

Effective:16/11/2003

SYMBOL	TITLE	RATE
"A"		no rate
"B"	kilometre rate =total running cost (@4500m3) / total km plus 10%	\$1.01
"C"	mixing in yard = 2m3 x 3km @ 4500m3 p.a. utilisation rate	\$36.12
"D"	waiting time = "J" / 60	\$1.60
"E"	standby time per half hour = "K" x 2 (for double time)/ 2 (for half time)	\$16.94
"F"	penalty rate = "K" x 1.25hrs / average load	\$4.23
"G"	transfer to workshop = "B"	\$1.01
"H"	transfer fee general = "B"	\$1.01
"I"		no rate
"J"	hourly truck hire and driver = (average load @ average lead @ 4500m3 p.a.) less 10%	\$96.00
"K"	hourly hire Carrier's labour = Award rate for casual driver	\$16.94
"L"	travel cost = the travelling rate under the Cement Mixers and Concrete Workers Central Batch Plant Award	\$0.58

SCHEDULE C

Items Included in the Utilisation Rate:

1. TRANSFER FEES as described in the Transport Industry - Concrete Haulage Contract Determination Clause 6.2.

WAITING TIME as described in the Transport Industry - Concrete Haulage Contract Determination Clause 3.5.

LEFTOVER CONCRETE as described in the Transport Industry - Concrete Haulage Contract Determination Clause 3.10 for returns less than 3.0m³.

F. MARKS *J*

Printed by the authority of the Industrial Registrar.

READYMIX HOLDING PTY LTD SYDNEY CONCRETE CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification by Transport Workers' Union of New South Wales, Industrial Organisation of Employees, of a dispute.

(No. IRC 977 of 2007)

Before Commissioner Connor

17 October 2007

VARIATION

1. Insert at the end of the Index, of the Contract Determination made 31 March 2004, after the words "Schedule C - Items Included In The Utilisation Rate", the following new entry:

APPENDIX TO RINKER CONTRACT DETERMINATION

2. Insert at the end of Schedule C, the following:

APPENDIX TO RINKER CONTRACT DETERMINATION

Parties:

Rinker Australia Pty. Limited; and The Transport Workers Union of New South Wales

1. Application

This Appendix applies to all Mini Truck carriers as defined in Clause 1.1 of this Determination.

2. Existing Terms and Conditions

The terms and conditions of this Determination shall apply in respect of all Mini Truck carriers engaged by Rinker with the exception of the following provisions which shall not apply to Mini Truck carriers:

- (i) Clause 3(A) Date of Operation;
- (ii) Clause 3 (B)1 Cartage Contract term;
- (iii) Clauses 4.1, 4.2, 4.3 and 4.4 Carrier's Payment Entitlements;
- (iv) Clause 5 Annual Safety Net Payments;
- (v) Schedule 1 Surcharges and Schedule 2 Utilisation Cartage Rates;
- (vi) The scale contained in Clause 33.2 (b) Termination by Readymix With Compensation.

3. New Terms and Conditions

The following new terms and conditions shall apply to all Mini Truck carriers:

- (i) Date of Operation: this Appendix shall commence operation on and from 1 October and remain in force for the period of the Determination. The parties agree that this represents a commitment of seven (7) years and four (4) months and neither party intends to change that commitment.

(ii) Cartage Contract term: Mini Truck carriers are hereby granted a cartage contract which shall commence operation on 1 September 2007 and remain in operation until 15 January 2015 unless terminated earlier in accordance with the provisions of Clause 33 of this Determination.

(iii) Mini Carrier's Payment Entitlements: refer to Schedule 2 to this Appendix.

Note: (a) these rates will be adjusted in line with Maxi Truck rate adjustments under Clause 4.5 of this Determination; and (b) these rates are inclusive of an amount to compensate the Mini Truck carrier for ownership of the mixer.

(iv) Where the contract of a Mini Truck carrier is terminated pursuant to the provisions of Clause 33.2 of this Determination then Rinker shall pay the carrier an amount calculated on the following scale:

Contract year of termination	Amount payable
Year 1	\$40k
Year 2	\$30k
Year 3	\$25k
Year 4	\$20k
Year 5	\$15k
Year 6	\$15k
Year 7	\$10k

(v) Additional payments: the additional payments/ surcharges are detailed in Schedule 1 to this Appendix.

Schedule 1 - to Appendix for Mini Trucks

MINI SURCHARGES EFFECTIVE 16/7/07 Owns Own Agitator		
QWD	Waiting Time	\$49.20 per hour
QAH1	Monday to Friday Despatches before 6.00 am and after 5.15 pm	\$2.69 / per M3
QAH2	Saturday 6.00 am -12 noon	\$2.69 / per M3
QAH3	Saturday Before 6.00 am or After 12 noon	\$5.25 / per M3
QAH4	Monday to Saturday 8.00 pm to 4.00am Sunday & Public Holidays	\$6.53 / per M3
QSTANDY	Standby	\$107.75
QTFM	Mini Transfer	\$1.00 / per Klm
QPLANTMIX	Plant Mix	\$12.70 / per M3 Minimum 2 M3
	Demurrage	\$237.00 per day
	Hourly Hire	\$60.00 per hour
	Call Out Fee (Outside normal hours)	\$145.70 per call out

Included in the cartage rates in Schedule 2, as part of the load fee, is an allowance of \$5.25 per cubic metre for the contractor to own the agitator.

SCHEDULE 2 TO APPENDIX - FOR MINI TRUCKS

Mini Concrete Contractor's Rate Schedule
 Owner Operated Agitator
 (included in rates below)

Effective Date: 16 July 2007

ZONE RATE

\$2.069 /m3/paid km

Authorised: _____ Issue Date: 16 July 2007

Issue No. MINO/002

M3/km	Load Fee	5	7	9	11	13	15	17	19	21	23	25	27	29	31	33	35	37	39
1.0	32.94	43.29	47.42	51.56	55.70	59.84	63.98	68.12	72.26	76.40	80.53	84.67	88.81	92.95	97.09	101.23	105.37	109.51	113.64
1.2	38.22	48.57	52.71	56.85	60.99	65.12	69.26	73.40	77.54	81.68	85.82	89.96	94.10	98.23	102.37	106.51	110.65	114.79	118.93
1.4	43.53	53.88	58.02	62.16	66.29	70.43	74.57	78.71	82.85	86.99	91.13	95.27	99.40	103.54	107.68	111.82	115.96	120.10	124.24
1.6	48.81	59.16	63.30	67.44	71.58	75.72	79.86	83.99	88.13	92.27	96.41	100.55	104.69	108.83	112.97	117.10	121.24	125.38	129.52
1.8	54.14	64.48	68.62	72.76	76.90	81.04	85.18	89.31	93.45	97.59	101.73	105.87	110.01	114.15	118.29	122.42	126.56	130.70	134.84
2.0	58.23	68.58	72.72	76.85	80.99	85.13	89.27	93.41	97.55	101.69	105.82	109.96	114.10	118.24	122.38	126.52	130.66	134.80	138.93
2.2	61.15	71.49	75.63	79.77	83.91	88.05	92.19	96.33	100.46	104.60	108.74	112.88	117.02	121.16	125.30	129.44	133.57	137.71	141.85
2.4	65.11	75.46	79.60	83.74	87.87	92.01	96.15	100.29	104.43	108.57	112.71	116.85	120.98	125.12	129.26	133.40	137.54	141.68	145.82
2.6	70.16	80.51	84.65	88.78	92.92	97.06	101.20	105.34	109.48	113.62	117.76	121.89	126.03	130.17	134.31	138.45	142.59	146.73	150.87
2.8	75.18	85.52	89.66	93.80	97.94	102.08	106.22	110.36	114.49	118.63	122.77	126.91	131.05	135.19	139.33	143.47	147.60	151.74	155.88
3.0	80.17	90.52	94.66	98.80	102.94	107.08	111.21	115.35	119.49	123.63	127.77	131.91	136.05	140.19	144.32	148.46	152.60	156.74	160.88
M3/km	41	43	45	47	49	51	53	55	57	59	61	63	65	67	69	71	73	75	77
1.0	117.78	121.92	126.06	130.20	134.34	138.48	142.62	146.75	150.89	155.03	159.17	163.31	167.45	171.59	175.73	179.86	184.00	188.14	192.28
1.2	123.07	127.21	131.34	135.48	139.62	143.76	147.90	152.04	156.18	160.32	164.45	168.59	172.73	176.87	181.01	185.15	189.29	193.43	197.56
1.4	128.38	132.51	136.65	140.79	144.93	149.07	153.21	157.35	161.49	165.62	169.76	173.90	178.04	182.18	186.32	190.46	194.60	198.73	202.87
1.6	133.66	137.80	141.94	146.08	150.21	154.35	158.49	162.63	166.77	170.91	175.05	179.19	183.32	187.46	191.60	195.74	199.88	204.02	208.16
1.8	138.98	143.12	147.26	151.40	155.53	159.67	163.81	167.95	172.09	176.23	180.37	184.51	188.64	192.78	196.92	201.06	205.20	209.34	213.48
2.0	143.07	147.21	151.35	155.49	159.63	163.77	167.91	172.04	176.18	180.32	184.46	188.60	192.74	196.88	201.02	205.15	209.29	213.43	217.57
2.2	145.99	150.13	154.27	158.41	162.55	166.68	170.82	174.96	179.10	183.24	187.38	191.52	195.66	199.79	203.93	208.07	212.21	216.35	220.49
2.4	149.96	154.09	158.23	162.37	166.51	170.65	174.79	178.93	183.07	187.20	191.34	195.48	199.62	203.76	207.90	212.04	216.18	220.31	224.45
2.6	155.00	159.14	163.28	167.42	171.56	175.70	179.84	183.98	188.11	192.25	196.39	200.53	204.67	208.81	212.95	217.09	221.22	225.36	229.50
2.8	160.02	164.16	168.30	172.44	176.58	180.71	184.85	188.99	193.13	197.27	201.41	205.55	209.69	213.82	217.96	222.10	226.24	230.38	234.52
3.0	165.02	169.16	173.30	177.43	181.57	185.71	189.85	193.99	198.13	202.27	206.41	210.54	214.68	218.82	222.96	227.10	231.24	235.38	239.52

SCHEDULE 2 TO APPENDIX FOR MINI TRUCKS

Mini Concrete Contractor's Rate Schedule
 Readymix Operated Agitator Effective Date 16 -Jul-07

ZONE RATE: \$2.069 /m3 /paid km Authorised: _____ Issue Date: 16 July 2007 Issue No. MINI / 002

M3/km	Load Fee	5	7	9	11	13	75	17	19	21	23	25	27	29	31	33	35	37	39
1.0	26.92	37.27	41.41	45.55	49.69	53.83	57.96	62.10	66.24	70.38	74.52	78.66	82.80	86.94	91.07	95.21	99.35	103.49	107.63
1.2	31.06	41.41	45.54	49.68	53.82	57.96	62.10	66.24	70.38	74.52	78.65	82.79	86.93	91.07	95.21	99.35	103.49	107.63	111.76
1.4	35.22	45.56	49.70	53.84	57.98	62.12	66.26	70.40	74.53	78.67	82.81	86.95	91.09	95.23	99.37	103.51	107.64	111.78	115.92
1.6	39.35	49.70	53.84	57.97	62.11	66.25	70.39	74.53	78.67	82.81	86.95	91.08	95.22	99.36	103.50	107.64	111.78	115.92	120.06
1.8	43.52	53.87	58.00	62.14	66.28	70.42	74.56	78.70	82.84	86.98	91.11	95.25	99.39	103.53	107.67	111.81	115.95	120.09	124.22
2.0	46.51	56.86	61.00	65.14	69.28	73.41	77.55	81.69	85.83	89.97	94.11	98.25	102.38	106.52	110.66	114.80	118.94	123.08	127.22
2.2	48.38	58.72	62.86	67.00	71.14	75.28	79.42	83.55	87.69	91.83	95.97	100.11	104.25	108.39	112.53	116.66	120.80	124.94	129.08
2.4	51.24	61.59	65.73	69.87	74.01	78.15	82.29	86.42	90.56	94.70	98.84	102.98	107.12	111.26	115.40	119.53	123.67	127.81	131.95
2.6	55.15	65.50	69.64	73.78	77.92	82.05	86.19	90.33	94.47	98.61	102.75	106.89	111.03	115.16	119.30	123.44	127.58	131.72	135.86
2.8	59.03	69.38	73.52	77.66	81.79	85.93	90.07	94.21	98.35	102.49	106.63	110.77	114.90	119.04	123.18	127.32	131.46	135.60	139.74
3.0	62.89	73.24	77.38	81.51	85.65	89.79	93.93	98.07	102.21	106.35	110.49	114.62	118.76	122.90	127.04	131.18	135.32	139.46	143.60
M3km	47	43	45	47	49	51	53	55	57	59	61	63	65	67	69	71	73	75	77
1.0	111.77	115.91	120.05	124.18	128.32	132.46	136.60	140.74	144.88	149.02	153.16	157.29	161.43	165.57	169.71	173.85	177.99	182.13	186.27
1.2	115.90	120.04	124.18	128.32	132.46	136.60	140.74	144.87	149.01	153.15	157.29	161.43	165.57	169.71	173.85	177.98	182.12	186.26	190.40
1.4	120.06	124.20	128.34	132.48	136.62	140.75	144.89	149.03	153.17	157.31	161.45	165.59	169.73	173.86	178.00	182.14	186.28	190.42	194.56
1.6	124.19	128.33	132.47	136.61	140.75	144.89	149.03	153.17	157.30	161.44	165.58	169.72	173.86	178.00	182.14	186.28	190.41	194.55	198.69
1.8	128.36	132.50	136.64	140.78	144.92	149.06	153.20	157.33	161.47	165.61	169.75	173.89	178.03	182.17	186.31	190.44	194.58	198.72	202.86
2.0	131.36	135.49	139.63	143.77	147.91	152.05	156.19	160.33	164.47	168.60	172.74	176.88	181.02	185.16	189.30	193.44	197.58	201.71	205.85
2.2	133.22	137.36	141.50	145.64	149.77	153.91	158.05	162.19	166.33	170.47	174.61	178.75	182.88	187.02	191.16	195.30	199.44	203.58	207.72
2.4	136.09	140.23	144.37	148.51	152.64	156.78	160.92	165.06	169.20	173.34	177.48	181.62	185.75	189.89	194.03	198.17	202.31	206.45	210.59
2.6	140.00	144.14	148.27	152.41	156.55	160.69	164.83	168.97	173.11	177.25	181.38	185.52	189.66	193.80	197.94	202.08	206.22	210.36	214.49
2.8	143.88	148.01	152.15	156.29	160.43	164.57	168.71	172.85	176.99	181.12	185.26	189.40	193.54	197.68	201.82	205.96	210.10	214.23	218.37
3.0	147.73	151.87	156.01	160.15	164.29	168.43	172.57	176.71	180.84	184.98	189.12	193.26	197.40	201.54	205.68	209.82	213.95	218.09	222.23

3. This variation shall take effect on and from 1 October 2007.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

READYMIX HOLDINGS PTY LTD COUNTRY CONCRETE CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Readymix Holdings Pty Ltd.

(No. IRC 1233 of 2004)

Before The Honourable Justice Marks

31 March 2004

DETERMINATION

INDEX

Clause No.	Subject Matter
1.	Definitions
2.	Area Incidence and Duration
3.	Term of Contracts of Carriage
4.	Cartage Rates
5.	Safety Net
6.	Cartage Accounts
7.	Living Away from Home Allowance
8.	Statutory Requirements and Insurance
9.	Loading
10.	Hazardous Approach to Job Site
11.	Availability of Suitable Vehicle
12.	Responsibility for Load
13.	Breakdowns
14.	Two-Way Radio and Ultra Log Equipment
15.	Provision of Mixer
16.	Mixer Care and Maintenance
17.	Painting and Sign writing of the Mobile Unit
18.	Union Membership and Delegates
19.	Manning
20.	Uniforms
21.	Amenities
22.	Fleet Size
23.	Commitment to Training
24.	Disputes Procedure
25.	Local Rules and Conditions
26.	Occupational Health and Safety
27.	Rostering
28.	Concrete Cartage in Alternate Vehicles
29.	Plant Stored Carriers Equipment
30.	Termination of Engagement
31.	Compensation upon Termination of Contracts
32.	Assignment of Contract of Carriage
33.	Environment Protection and Pollution Control
Schedule A	Calculation of the Utilisation Rate
Schedule B	Extra Charges Unit Rates
Schedule C	Items Included in the Utilisation Rate

Schedule D	Determination of Utilisation Level
Schedule E	Safety Net Example
Schedule F	Insurance Specification

This determination of the Industrial Relations Commission of New South Wales shall apply to Readymix Holdings Pty Limited and the Transport Workers Union of Australia New South Wales Branch.

1. Definitions

1.1. for the Purpose of This Determination the Following Terms Shall Bear the Meaning:

The Act shall mean the *Industrial Relations Act 1991*.

Award shall mean the Transport Industry - Mixed Enterprises (State) Award as varied from time to time. Concrete shall mean a product whether mixed, blended or batched, that contains, but not limited to, as a minimum: cement, aggregate, sand and water; mortar containing cement, sand and water; grout containing cement, sand and water; slurry containing cement and water; or binders containing cement and sand. This definition is not contingent on the method of production, laying or description of the finished product.

Continuous Pours shall mean:

- a) A slab and any walls, columns, stairs and the like, provided they are in integral part of the said slab and are poured at the same time;
- b) Road pavements; or
- c) Multiple strip footings within a radius of ½ kilometre.

All other work is excluded as a continuous pour.

Contract of Carriage shall mean as defined in the Act.

Contract Carrier or Carrier shall mean a single operator owner driver trading as an incorporated body who carries out a Contract of Carriage with the Principal Contractor.

Contractor shall mean Principal Contractor as defined in the Act. The Principal Contractor in this agreement is Readymix Holdings Pty Limited.

Cyclic roster shall mean:

- d) a roster made up of truck numbers which dictates the selection of a particular vehicle for a function and is addressed from the first truck number to the last;
- e) When the roster has been fully addressed the roster then changes so that the truck number that was first becomes last while the truck number that was previously second then becomes first and each truck number is moved up one position in turn, and so on; and
- f) Each Carrier shall start the day, when not rostered off, in order of a single cyclic roster and thereafter in order of his return to plant.

Mini truck shall mean a truck with an agitator that has a mixing capacity of 2.8m³ or less.

Mixer shall also mean Agitator and vice versa.

Country Area, for the purpose of this agreement, includes concrete plants located at:

Billinudgel, Byron Bay, Salamander Bay, Teralba, Tighes Hill, Unanderra, Albion Park, Bowral, Bathurst and Orange and such other plants as the Contractor may from time to time decide.

Union shall mean the Transport Workers' Union of Australia New South Wales Branch and such delegate or delegates from within Readymix as are authorised by the union.

Written Authority shall mean any approved document that bears the signature of the Carrier or the Contractor as the case may be.

1.2. Interpretation

Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number.

The masculine gender shall include the feminine and neuter genders.

2. Area Incidence and Duration

2.1. This determination sets out the rights and obligations of the Contractor and the Carrier. This determination applies to all Carriers engaged by Readymix Holdings Pty Limited in the Country Area (as defined in Clause 1.1).

2.2. If a provision of this determination is inconsistent with a provision of the Transport Industry Concrete Haulage Contract Determination published 30 November 1990, NSW Industrial Gazette, Vol.260 and all variations thereof ("the Contract Determination") then the provisions of this determination shall prevail and the provisions of the contract determination is to be considered to have been varied to the extent necessary to remove the inconsistency.

2.3. This determination shall take effect from 31 March 2004 and shall remain in force until 1 January 2005 and shall have no effect thereafter.

3. Term of Contracts of Carriage

3.1. Ready Mixed Concrete Contract Carriers in the Country Area ("Country Carriers"):

- a) The term of the Contract of Carriage for a Country Carrier shall be two (2) years commencing on 1st March 1996.
 - i) If the Carrier, as at 2 years from commencement date, operates a vehicle capable of legally carrying 5.0m³, subject to the provisions of Clause 11.3, then the term shall be extended by six (6) years which total (ie. eight years) shall become the term of the agreement.
 - ii) If the Carrier, as at 2 years from commencement date, operates a vehicle capable of legally carrying 5.4 m³, subject to the provisions of Clause 11.3, then the term shall be extended by eight (8) years which total (ie. ten years) shall become the term of the agreement.
- b) The Contractor shall have the sole option to renew the Contract of Carriage of a Country Carrier for a further term, subject to the following:
 - i) Carriers whose term has been extended by six (6) years under Clause 3.1 (a) may be extended a further four (4) years.
 - ii) Carriers whose term has been extended by eight (8) years under Clause 3.1 (a) may be extended a further five (5) years.
- c) The option to renew shall be exercised by the Contractor serving upon the Carrier a written notice thereof between the period commencing twelve (12) months and ending six (6) months before the date of the term of the Contract of Carriage;

- d) The renewed Contract of Carriage shall be on the same terms and conditions as contained in this agreement applicable to Country Carriers subject to the following alterations:
 - i) Sub-clauses 3.1(a), (b), (c) shall be deemed to have been omitted; and
 - ii) The cartage rates payable by the Contractor to the Carrier at the commencement of the renewed Contract of Carriage shall be the same as the cartage payable pursuant to this agreement immediately prior to the expiration of the term of this agreement.

4. Cartage Rates

4.1. Cartage rates payable to Country Carriers:

- a) The Contractor shall pay to a Country Carrier the Country Area utilisation cartage rates ("the utilisation rates") set out in Schedule A hereto. All surcharges, as described in schedule C, are included in the rate as shown in Schedule A, except for the following :
 - i) transfers in excess of 30km, as provided for under clause 7.4;
 - ii) waiting time if a truck is bogged under Clause 10.2.
 - iii) Out of Hours Penalty Rates for Sundays and Public Holidays.
- b) Between 1st March 1996 and 31st March 1996 the per annum utilisation rate specified in Schedule A for the average M3 for the particular plant for the period 1st January 1995 to 31st December 1995 shall be payable by the Contractor to the Carrier.
- c) On and from 1st April 1996 and on and from the 1st day of every subsequent quarter during the term of the Contract of Carriage, the Country Carrier fleet average utilisation rates (for each plant) as adjusted for the previous quarter (calculated on a moving annual total basis in the applicable band as shown in Schedule A) shall be payable by the Contractor to the Carrier, effective from the commencement of the second cartage period in the month of review.
- d) The utilisation rates paid shall be based on the plant Carrier fleet average paid m3 for the previous quarter at the plant carrier fleet availability determined in accordance with Clause 4.19.
- e) The cartage rates shall be reviewed on 1st May 1996 and thereafter half-yearly based on increases or decreases in the cost formula set out in Schedule A hereto.

In the event that agreement cannot be reached as a result of the review referred to in this clause then the question of an increase or decrease in the cost formula set out in Schedule A shall be referred to the Arbitrator appointed pursuant to Clause 24 of this agreement.

4.2. Benefits included in the cartage rates:

- a) The following are provided for in the rates payable to Carriers under this agreement:
 - i) All benefits and entitlements under the Award; and
 - ii) Leave entitlements as follows:
 - a) 20 days annual leave and, in addition, the annual leave loading as prescribed in the Award;
 - b) 10 public holidays - New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day; Union Picnic Day
 - c) 34.8 hours of long service leave per annum;

- d) 64 hours sick leave per annum;
 - e) 16 hours bereavement leave;
 - f) RDO - 12 per annum leave.
 - g) Superannuation at the rate of 5%..
- b) The leave entitlements under Clause 4.2 (a) are provided for in the rate as described in Schedule A. Each Carrier must take the leave entitlements in accordance with the Award even though the services of the Carrier's truck are required by the Contractor. Should there be any variations to the entitlements under the Award, the cartage rate shall be adjusted accordingly at the review date.

4.3. Manning When On Leave

The Contractor may require the Carrier to man his vehicle when on leave entitlements. The Contractor shall pay to the Carrier the difference between the labour cost component of the utilisation rate paid for cartage in the relevant period and the labour cost of the Casual driver pursuant to the Award for a Casual driver.

[Example: At the commencement of this agreement the Labour cost at the 4,500m³ utilisation rate is \$34,404 (Schedule A) or \$7.65/m³ and the Casual labour cost is \$540.00 per week(Schedule A). Say a Casual driver is engaged for five days Monday through Friday inclusive, in normal time hours, then the cost to the Carrier of the Casual driver is \$540.00. If, say, in that period the Carrier's vehicle carts 50m³ and the Carrier is therefore paid the equivalent of 50m³ cartage, then the labour cost component of the cartage paid is \$382.50 (ie. 50m³ x \$7.65/m³). The Contractor then shall pay to the Carrier the difference in labour cost and the labour cost component, in this example: \$540.00 - \$382.50 = \$157.50.]

4.4. Haulage Area

The Carrier shall haul concrete as required, from the Contractor's plants. The Carrier shall normally work for a period of time from a nominated plant, or other plants in accordance with the requirements of the Contractor.

4.5. Cartage Zones

Cartage zones shall be based on a map displayed at each plant, located to provide ready and reasonable access to the Carrier. The zones shall be used as a general guide only.

Any dispute arising in relation to the actual zones to be paid to the Carrier shall be resolved within twenty four (24) hours between the Contractor's representative and the Carrier or his representative by jointly measuring the actual distance travelled, in a mutually agreed vehicle, by the Carrier from the loading point to the discharge point via the shortest practicable route.

[Comment: for the purposes of this agreement "practicable" shall mean open to heavy traffic.]

4.6. Minimum Load

A Carrier shall be guaranteed a minimum load of 3m³ or a minimum payment on the basis of 3m³ for the first 3 km, or part thereof, that the load is carried from the plant.

4.7. Mixing in the Yard

A fee of "C" (Schedule B) per load shall be paid to mix and discharge concrete into a customer's vehicle for transport from the plant and subsequent placement outside the boundaries of the plant. Ex-plant mixes shall be limited to completed orders not exceeding 3m³.

4.8. Long Distance Rates

Where the load is required to be carried in excess of twenty five (25) km then each additional km shall be paid on the basis of a 4 m³ minimum load.

4.9. Normal Delivery Hours

Normal hours shall be 6.00 am to 6.00 pm Monday to Friday and 6.00 am to 1.00 pm Saturday. For the determinations made under Clauses 4.10, 4.11, 4.12, and 4.13 time shall be determined from the time of batching as recorded.

4.10. Standby Time

Where a Carrier is required by a Contractor to remain at the plant to take a delivery to a job commencing outside Normal Delivery Hours, for more than one hour, standby time shall be paid at a rate of "E" (Schedule B) for each complete half hour following the expiration of the initial hour.

Standby time is only applicable outside Normal Delivery Hours before receiving a load and also between loads. After the expiration of one hour but only payable after each additional complete half hour, a Carrier must be on standby for a minimum of eighty nine (89) minutes before being entitled to a payment of "E" (Schedule B).

4.11. Call-out Fee

- a) A Carrier called back outside Normal Delivery Hours shall be paid a Call-out Fee equal to the difference between the total income earned pursuant to the call-out and an amount equal to 8 x "E" (Schedule B)
- b) A Carrier called back outside Normal Delivery Hours shall not be entitled to a Call-out Fee where the total income earned pursuant to the call-out sums to an amount equal to or greater than 8 x "E" (Schedule B)

4.12. Out of Hours Penalty Rates

- a) Out of Hours Penalty Rates will be payable pursuant to Clause 4.1 (a) (iii) herein only. All other Out of Hours Penalty Rates which may be inferred are included in the Rates as shown in Schedule A herein.
- b) The Out of Hours Penalty Rate deemed payable pursuant to Clause 4.1(a) (iii) shall be paid at rate of "F" (Schedule B) per m³ based on a minimum of 3m³

4.13. Concrete produced on Sunday

Where a Carrier is required to cart concrete on a Sunday, then the loads so carted shall not be included in the determination of the annualised utilisation rate.

4.14. Concrete Produced for Contractor's Own Use

Where a Carrier is required to load concrete for the Contractor's own use within the confines of the Contractor's concrete plant where loaded, the Carrier shall be paid at the current utilisation rate load fee per m³ with a minimum of 3 m³.

4.15. Multiple Discharge Points

- a) Same Customer

Payment for haulage covers the total distance travelled to final discharge point. Unloading time shall commence from the start of unloading at the first point and shall continue until the final completion of unloading when drops are within one (1) km. Over one km, the total of the

additional km travelled to final discharge point shall be added to the ticket and paid as if the original load was carried for the entire distance.

b) Multiple Customers

Each delivery shall be treated for the purpose of payment of cartage as if a separate delivery had been made from the plant to each delivery point.

4.16. Diverted Loads

a) Direct Diversion

Where a load is diverted enroute a Carrier shall be paid normal cartage rates covering the total distance travelled from initial departure from the plant to the ultimate delivery point of the load.

b) Return to Plant and Divert

It is thereafter treated as a new load.

c) Return to Plant and Dumped

It shall be paid for as in clause 4.16 (a).

d) Return to Plant and Subsequently Dumped Outside Plant

Where the Contractor directs ANY quantity of left-over concrete that has been agitated in the yard to be taken to another site and dumped, payment shall be made at the Country Area utilisation rate.

4.17. Left over concrete

a) All concrete remains the property of the Contractor and accordingly the Contractor reserves the right to direct where concrete is to be taken or if and where it is to be dumped. The Carrier shall contact the plant for instructions as soon as possible.

b) When 3m³ or more of concrete is left over from a job, return cartage shall be paid at the rate of "B" (Schedule B) with a 3 km minimum

4.18. Road and Bridge Tolls

Prior to the departure of a load, the Contractor shall issue the Carrier with a mutually agreed number of prepaid toll tickets or equivalent for that load, free of charge.

4.19. Utilisation Level and Availability

a) Pursuant to Clause 4.1 (d) the determination of Carrier availability shall be subject to the provisions of Clause 5.6. For the determination made under 4.19 (d) the exceptions listed under Clause 5.6 (c), (d), and (e) shall not be applicable.

b) For the determinations made under 4.19 (d) Saturdays shall be considered as 0.6 of a day.

c) Company trucks will not be included in the calculation of the quarterly utilisation level.

d) The quarterly utilisation level shall be calculated in accordance with the formula: $U = V / (T - R)$, where

R = S / W = calculated unavailable trucks	(number of trucks)
S = sum of the unavailable days	(number of days)
W = working days in the quarter	(number of days)

U = quarterly utilisation level	(metres per truck)
V = paid metres available for the period	(metres)
T = the base fleet number	(number of trucks)

(Example : see Schedule D)

5. Safety Net

- 5.1. An earnings safety net and guaranteed minimum earnings as described in Schedule A : "Quarterly Safety Net", shall apply to the Carrier per quarter year during the term of the Contract of Carriage. The Safety Net will be administered on a cumulative basis, ie there will be adjustments up or down from quarter to quarter, as appropriate during the term of the contract.
- 5.2. The "Quarterly Safety Net" (Schedule A) shall be subject to rise and fall under the terms of this Contract.
- 5.3. The Contractor shall pay to the Carrier an amount not exceeding the "Quarterly Safety Net" (Schedule A) per quarter if the Carrier has earned less than the "Quarterly Safety Net" (Schedule A) at the end of the relevant quarter. The amount payable shall be calculated in accordance with the following formula:

Net Quarterly Payment = QSN - A where:

QSN = "Quarterly Safety Net" (Schedule A)

A = the actual earnings of the Carrier during the relevant period.

The Net Quarterly Payment shall be made in the pay period following the end of the relevant quarter. In any quarter when the quarterly earnings exceed the quarterly Safety Net, any previous amount paid by the Contractor to the Carrier as Safety Net shortfall will be recovered from the Carrier's quarterly earnings which exceed the quarterly Safety Net. (An example of the calculation method is attached as SCHEDULE E.)

- 5.4. The Carrier is deemed available pursuant to Clause 5.6. The Carrier's Quarterly Safety Net shall be reduced by 4/253 ths per day for each day the Carrier is deemed unavailable.
- 5.5. The Contractor and the Union shall mutually agree on a mechanism so that the Contractor is not disadvantaged by causes beyond its control and the Carrier is not disadvantaged by actions of the Contractor.
- 5.6. The normal work week is six (6) consecutive days , Monday through Saturday inclusive to a total of 253 days per annum as described in Schedule A. The Carrier shall report as directed by the Contractor on each normal work week day and compliance with such direction shall deem the Carrier available. Non-compliance with the Contractors direction shall deem the Carrier unavailable subject to the following exceptions :
- a) The nominated plant is closed or unable to produce;
 - b) The agitator is unserviceable, except by accidental damage by the Carrier;
 - c) The Carrier is on approved annual leave (two (2) weeks per annum);
 - d) The Carrier takes approved sick leave under the Award (eight (8) days per annum);
 - e) The Carrier has a roster day off (three days per annum);
 - f) The Carrier is notified the prior day that that he is not required or is rostered off at the direction of the Contractor.

6. Cartage Accounts

6.1.

- a) The Contractor shall prepare cartage accounts in accordance with dockets issued by the Contractor to the Carrier during the course of the accounting period.
- b) The Carrier's accounts, as prepared by the Contractor, shall be itemised on a daily basis which shall include data, docket numbers, quantity of loads, kilometres, extra payments, amount per load and job address.
- c) All the above items shall be totalled individually at the conclusion of the accounting period. The gross cartage figure should be shown, and any agreed deductions, eg. income adjustments, fully itemised and a net figure then shown.
- d) The accounting period shall be two equal periods during each calendar month.
- e) Cartage accounts shall be paid by electronic transfer between the Carrier and the Contractor within 10 working days following the end of each accounting period.
- f) Should the Carrier not receive the due electronic transfer in his account for any reason attributable to the Contractor or the Contractor's Bank, then the Contractor shall pay to the Carrier an additional amount being the prevailing bank overdraft interest rate calculated on a daily basis for each day the electronic transfer is overdue.

6.2.

- a) Account discrepancies relating to the immediately preceding pay period shall be settled promptly and in no case later than fourteen (14) days from the date of submission by the Carrier.
- b) Account discrepancies relating to other than the immediately preceding pay period shall be settled within thirty (30) days from the date of submission of the discrepancy.
- c) Where, following settlement of an account discrepancy, an adjustment to payments is required such adjustment shall be made in the pay period following settlement.

6.3.

- a) Where a Carrier purchases any item other than fuel from time to time from the Contractor, or where goods are purchased on the Carrier's behalf by the Contractor, the Contractor may deduct from the Carrier's cartage payments an amount equal to the value of the purchase provided the Contractor has written authorisation to make such deduction.
- b) The Contractor may deduct from the Carrier's cartage payments an amount equal to the value of any fuel purchased. The cost of the fuel shall not be adjusted retrospectively.
- c) When a Carrier is overpaid, the Contractor shall submit an adjustment account to the Carrier which shall be determined within 14 days from the date of submission for the immediately preceding pay period or thirty (30) days for all other claims.
- d) Following determination the Carrier shall promptly provide written authorisation for the adjustment to be deducted from his account and such deduction shall be from the next cartage payment due.

7. Living Away from Home Allowance

- 7.1. A Carrier engaged in work which precludes him from reaching his usual place of residence at night shall receive the benefits and conditions as detailed in the Award.

- 7.2. Where a Carrier is required to transfer to a working area which precludes him from returning to his normal place of residence each night, the Contractor wherever possible shall provide the Carrier with at least twenty four (24) hours prior notice of the request.
- 7.3. Where a Carrier is transferred outside his normal working area, such transfer shall be for a period not exceeding seven (7) days duration or longer by mutual agreement and shall be done from a cyclic transfer roster.
- 7.4.
- a) Payments for transfers in excess of 30 km shall be paid at the rate of ("H") per km or part thereof that the Carrier is required to travel to and from the directed transfer location. The forward and return journeys are considered to be separate transfers.
 - b) A transfer docket must be issued by the Contractor to the Carrier prior to departure, wherever possible, otherwise on arrival at the destination.
 - c) Should a transfer be cancelled or redirected the relevant transfer docket shall be adjusted by the Contractor immediately on the Carrier's return to the plant from which he was originally transferred.

8. Statutory Requirements and Insurance

- 8.1.
- a) A Carrier shall comply with the provisions of all current relevant statutes and regulations made thereunder in relation to the use or operation of his motor lorry and the Carrier shall ensure payment of all lawful fees, licences and taxes in relation thereto.
 - b) Any variation in statutory requirement shall be considered in the regular review of cartage rates.
- 8.2. A Carrier shall arrange insurance cover, as specified by the Contractor (Schedule F), and keep current whilst working under this agreement in respect of:
- a) Motor vehicle comprehensive or third party property.
 - b) Motor vehicle compulsory third party.
 - c) Worker's compensation for all employees, including casuals of the Carrier's Company.
 - d) Public liability cover to the value of \$5 million, with extensions to cover the following:
 - i) Damage caused by the agitator.
 - ii) Damage due to incorrect product delivery.
 - e) Comprehensive cover for damage to the agitator.
- 8.3.
- a) All relevant insurance policies, registration certificates and driver licences are to be submitted to the Contractor for perusal and verification and return prior to the commencement of the contract, thereafter upon demand within (14) days of request.
 - b) The Carrier shall not provide photocopies of any documentation but shall produce original documents for sighting and verification only.

9. Loading

9.1. Size of Load

- a) The Contractor has the right to nominate the size of load provided the Carrier has the right to refuse a load that is beyond the legal capacity of the vehicle or the rated capacity of the mixer. The Carrier shall carry any load so nominated provided it is within the legal carrying capacity of the truck and there are no other adverse impacts.
- b) Each Carrier shall be loaded to his maximum legal capacity wherever possible except in the case of a single load or message, where a subsequent load would result in less than 3m³ being carried, or where the Contractor considers that 5m³ is operationally appropriate in which case the Carrier shall be loaded to 5m³.

9.2. Loading Order

- a) The initial daily starting order shall be in accordance with a cyclic roster.
- b) Thereafter all trucks shall be loaded in order of their return to the plant with the exception of:
 - i) Mini mix loads (less than 3m³).
 - ii) Single load or message greater than the mixer capacity or legal carrying capacity of the truck next in line.
 - iii) Trucks with returned concrete where it is impractical due to facility or time constraint to transfer the returned concrete to the next truck in line.
- c) The Contractor may operate a fleet of vehicles driven by its employees.
- d) The Contractor's employee driven vehicles shall not be preferentially loaded.
- e) The Contractor's employee driven vehicles shall participate in the cyclic roster as defined under Clause 1.1 (d).
- f) The initial loading time and the initial plant from which such loading shall take place shall be notified by the Contractor to each Carrier before the close of business on the previous day.

10. Hazardous Approach to Job Site

10.1. Hazardous Approach

- a) A Carrier shall have the right to refuse to enter upon ground which he considers unsafe or extraordinarily hazardous. If a Carrier does refuse entry and the delivery is completed on that day by other vehicles without the use of additional equipment then the Carrier that has refused entry shall not be paid for the delivery or return cartage unless the load has been diverted to another job in which case his delivery to the alternate location shall be paid as if it were a new delivery from the plant where batched to the alternate location.
- b) If the Carrier has notified the plant of the unsafe or hazardous job site and/or approach but attempts unsuccessfully to enter, the Carrier shall be paid the utilisation rate as if the delivery had been successful even if the delivery is ultimately completed, as Clause 10.1 (a).
- c) In all cases if the Carrier refuses to enter and the delivery is not completed on that day without the use of additional equipment the Carrier shall be paid the utilisation rate as if the delivery had been successful. If the Contractor diverts the load to an alternate location the Carrier shall be paid pursuant to Clause 4.16 Diverted Loads.

10.2. Bugged Vehicles

- a) Where a Carrier goes beyond the kerb to complete a delivery and his vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery, the Contractor shall arrange the services of an experienced salvage contractor to extricate the vehicle as soon as possible and shall bear all costs for those arrangements.
- b) The Contractor shall ensure that the salvage contractor selected is covered by the appropriate insurance policy to rectify any damage that the salvage contractor may cause to the Carrier's vehicle during the extrication process.
- c) Waiting time at a rate of "D" (Schedule B) per minute shall be paid to the Carrier from the time the Carrier notifies the plant until the time of completion of extrication.
- d) Provided further that the provisions of Clause 10.2 (a),(b), and (c) shall not apply where the vehicle becomes inoperative as direct result of the Carriers negligence or deliberate actions.

10.3. The Carrier shall be responsible for damage to property or vehicle arising from off-kerb delivery. Damage claims are to be settled quickly.

11. Availability of a Suitable Vehicle

11.1. It is the obligation of the Carrier on each working day to personally supply, man, operate, and keep serviceable, the vehicle. Any variation to this obligation shall require agreement by both parties.

11.2.

- a) No vehicle shall be brought into service without prior consent of the Contractor.
- b) The Contractor shall have the discretion to refuse to load a vehicle that is unregistered or obviously defective.
- c) Where the vehicle is subsequently shown by the Roads & Traffic Authority not to be defective the Carrier shall be paid by the Contractor a rate equivalent to the daily average earnings at the applicable plant carrier fleet utilisation rate for each day so detained, or part thereof, from the time the load was refused until the contractor agrees to load the vehicle, together with any additional statutory charges.

11.3. The legal carrying capacity of a suitable vehicle for the determinations made under Clause 3.1 (a) shall be based on;

- a) The provision by the Contractor of an agitator not weighing in excess of 3100 kgs plus an allowance of 200 kgs for water and oil.; and
- b) The nominal mass of normal class 25MPa (N25 under AS1379) being 2300 kgs.; and
- c) The RTA registered mass of the vehicle.

11.4. An unserviceable vehicle shall be repaired as soon as practicable.

11.5. Where a Carrier is unable to report for work with his vehicle he shall arrange for the Contractor to be informed at the earliest possible moment of the reason and the anticipated period of absence.

11.6. When a Carrier is required to submit his vehicle to the Roads & Traffic Authority for annual inspection, he shall inform the Contractor 4 weeks prior to his registration renewal date or on receipt of his inspection notification whichever is the earlier.

If a re-inspection is required due solely to a defective agitator, then a transfer fee of "G" (Schedule B) per km or part thereof shall be paid by the Contractor to the Carrier for the distance travelled to the nominated inspection station from the base plant plus any inspection fees payable.

11.7.

- a) All current vehicles in the fleet are deemed to be approved vehicles for two (2) years in the Country area.
- b) When the Contractor provides a hydraulic mixer, the Carrier's vehicle must be capable of and adequately powered to take an hydraulic mixer. Power take-off at front or rear is at the option of the Carrier. The boundary of the Carrier's responsibility in this matter shall end at the provision of an accessible bare power take-off drive shaft. However, any modification to the vehicle to accommodate the hydraulic drive connection to the mixer shall be to the Carrier's cost. Where a front power take-off is fitted, the Carrier will release the Contractor from liability for any and all claims for damage which occur, either directly or indirectly, to the Carriers' vehicle as a result of the operation of the hydraulic mixer with a front power take-off. In the event that a front-power take off is fitted to the Carrier's vehicle, the Carrier will reimburse the Contractor for the total rectification of damage to the hydraulic pump and/or ancillary equipment resulting from a vehicle front-end collision.

12. Responsibility for Load

12.1. A Contractor shall ensure that the load is batched, with the intent that the quantity of water required to adjust the slump does not exceed 10% of the total water required to bring that load up to specification.

12.2.

- a) The Contractor shall provide the Carrier wherever possible with notice, posted on the appropriate notice board, of any intended major changes to the source of concrete mix ingredients which may change the characteristics of the concrete.
- b) Should the Contractor change the concrete ingredients without said notification to the Carrier prior to batching, the Contractor shall automatically assume the slump responsibility of the concrete and the Carrier shall be paid for all cartage at the full rate without penalty.

12.3.

- a) A Carrier shall ensure that the load is properly mixed as required by the Contractor's written instructions and that the slump of the concrete shall be in accordance with the following limits immediately prior to discharge:
 - i) Slump above 110 millimetres - a tolerance of plus or minus 30 millimetres.
 - ii) Slump greater than 80 and less than 110 millimetres - a tolerance of plus or minus 20 millimetres.
 - iii) Slump greater or equal to 30 millimetres and less than or equal to 80 millimetres, a tolerance of plus or minus 15 millimetres.
- b) The slump requirements are based on the premise that the carrier has at all times from the time of batching to the point of discharge, the ability to add water to adjust the slump of the load to the specification under Clause 12.3 (a).
- c) If the Carrier is requested by the Contractor to adjust and/or maintain the slump of a load at a tolerance closer than that described under Clause 12.3 (a), and the load is rejected on the basis of non-compliance with the nominated slump tolerance, then Contractor shall pay the Carrier the utilisation rate for the load as if the load had not been rejected.

- d) If the Contractor has removed the Carriers right to adjust the slump of a load on the job site, and the Carrier is requested by a third party to adjust the slump of the load, and the Contractor approves such adjustment, and the load is rejected on the basis of water addition and/or non-compliance with the nominated slump tolerance, then Contractor shall pay the Carrier the utilisation rate for the load as if the load had not been rejected.
- e) The agitator drum must be kept turning at all times when it contains concrete.

12.4.

- a) A Carrier shall visually inspect each load prior to leaving the plant and shall advise the Contractor of any apparent unusual features of the load which may have occurred due to batching error, plant failure, contamination or carrier error.
- b) Any failure to report any obvious unusual feature arising from a visual inspection shall be dealt with in accordance with clause 24 Disputes Procedure hereof.
- c) Subject to Clause 12.5, the Carrier shall not be responsible or have his cartage payment rejected or withheld due to undetected irregularities of the load save for slump.

12.5. When a load is rejected at a job site because the slump is outside the nominated tolerance contained herein, or the Carrier has not visually inspected the load prior to leaving the plant the Carrier shall not be paid for the cartage.

12.6.

- a) At the job site a Carrier shall make reasonable endeavour to obtain a signature for delivery and it shall be the Carrier's responsibility to contact the plant immediately by two-way radio when a problem arises to obtain a signature from the customer as required by the Contractor.
- b) If a nominated signature is required by the Contractor it is the Contractor's responsibility to ensure that the nominated person is available at the point of discharge at the completion of the discharge of the load.

12.7. A Carrier shall endeavour to collect money from COD customers for all concrete charges, including waiting time. All monies collected shall be submitted in full to the plant manager or allocator as soon as possible on return to the plant, who shall issue the Carrier with a receipt.

12.8.

- a) The Carrier shall immediately advise the Contractor where practicable by two-way radio, or telephone if immediately available where a two-way radio is not provided, when a COD payment is not collected or a dispute arises between the Carrier and the customer.
- b) Public Telephone costs are to be reimbursed by the Contractor to the Carrier.
- c) Carriers are not required to carry a float for the purposes of providing a change facility.
- d) The Carrier shall take all due care for any money collected.

12.9. Where a load is dumped the Carrier shall not be liable to compensate the Contractor unless the loss occurred as a direct result of the Carrier's negligence or misconduct.

12.10. In the case of a delivery of concrete to a kerb making machine, the Carrier assumes no responsibility for the slump of the load as it is delivered in an "as batched" condition.

12.11. Where an additive is added after batching, the Carrier is automatically absolved of any responsibility for the slump.

12.12. The concrete specification as shown on the cartage docket cannot be changed by any party after batching.

12.13.

- a) Where returned concrete is re-used and is more than 1½ hours old, and the return cartage is greater than 0.8m³ and topped up, the Contractor shall assume full responsibility for the load, thus excluding the Carrier from his responsibility for the slump of the load.
- b) The Carrier shall assume responsibility for any breaches in vehicle legal load limits in relation to this matter as the Contractor has given the Carrier the discretion to dump any concrete from that topped-up load that the Carrier may deem to place him in breach of his vehicle's legal load limit.

12.14. Limit of Carrier's Liability

- a) Subject to Clause 12.14 (b) and Clause 12.14 (c) the maximum limit for a Carrier's liability under the Contract Determination and this agreement shall not exceed the total invoiced value of the material for the respective individual load.
- b) Subject to Clause 12.14 (c), and subject to Clause 12.9 the maximum limit for a Carrier's liability under the Contract Determination and this agreement, where an individual load is rejected pursuant to Clause 12.5, shall not exceed the value of the cartage payment.
- c) The aforesaid limitation of liability of a Carrier does not apply in respect of a Carrier whose cover for any of the insurances referred to in Clause 8 hereof is voided.

12.15. The Carrier shall at all times comply with the reasonable work methods and procedures stipulated by the Contractor. If a problem arises the disputes procedure will be applied.

13. Breakdowns

- 13.1. Neither the Contractor or Carrier shall be responsible to each other for any loss resulting from plant mixer and/or vehicle breakdowns.
- 13.2. Should a mixer breakdown occur, the Carrier shall not be responsible for the removal of the concrete. The Carrier is not obliged to participate in the removal of concrete from the agitator save for the operation and positioning of the agitator to assist in concrete removal. Waiting time at a rate "D" (Schedule B) per minute shall be paid to the Carrier from the time the Carrier notifies the plant until the time of positioning of the agitator as directed.

14. Two-Way Radio and Ultra Log Equipment

- 14.1. The Carrier shall agree to the installation of two-way radio and ultra log equipment on his vehicle. All equipment shall be installed by the Contractor's approved technician and such installation shall be of a professional standard. The installation shall include all necessary equipment, and the complete installation shall be undertaken at no cost to the Carrier.
- 14.2. When such equipment is removed the Contractor shall make good the bodywork.
- 14.3. The Carrier shall take due care to ensure adequate protection of the equipment.
- 14.4. The equipment is to be operated and appropriate procedures are to be followed as laid down by the Contractor.
- 14.5. The contractor shall be responsible for the maintenance of the two-way radio and ultra-log equipment.
- 14.6. The Contractor shall provide to the Carrier at no cost to the Carrier, all stationery required to properly operate the ultra-log equipment and any other monitoring equipment installed in the vehicle as required by the Contractor.

15. Provision of Mixer

15.1.

- a) The contractor shall be responsible for the provision of a mixer with a mixing capacity of not less than 5m³ and its safe and proper initial fitting to the Carrier's vehicle in accordance with the specifications of the respective manufacturer's including the supply of "U" bolts, clearance lights, mud flaps and a protective chassis/agitator cover plate mutually acceptable to the Contractor and the Carrier.
- b) If an agitator is required by the Contractor to be removed at any time for any reason, the total cost of agitator removal and replacement shall be borne by the Contractor.
- c) If an agitator is required by the Carrier to be removed to effect repairs than cannot be otherwise effected without the removal of the agitator, then the total cost of the agitator removal and replacement shall be borne by the Contractor provided that such repairs are not for the purpose of inspection, sandblasting, or modifying the truck chassis.

15.2. After the initial fitting referred to in 15.1 (a) hereof the Carrier shall be responsible for the mixer being properly secured to the vehicle. The Carrier shall be responsible for all maintenance and replacement of clearance lights, globes and mud flaps. Mudflaps shall be supplied to the Carrier by the Contractor free of charge.

15.3. The Carrier by mutual agreement may have the U bolts adjusted by a qualified mechanic and the costs incurred shall be paid by the Contractor provided that the Contractor's workshop shall have the opportunity of undertaking the adjustments.

15.4. On the termination of the contract the following shall apply:

- a) The mixer shall remain the property of the Contractor and on completion of its use at the termination of this contract shall be removed by the Contractor at a location nominated by the Contractor at a time mutually agreed between the Carrier and the Contractor but in any event, within forty eight (48) hours.
- b) The Contractor shall pay to the Carrier a transfer at the rate of "G" (Schedule B) per km or part thereof to and from the nominated location.
- c) The Carrier shall be paid at the rate of (3 x "K") (Schedule B) per hour by the Contractor for such time involved in the removal of the agitator from the Carrier's vehicle where such time involved is for a period greater than four (4) hours at the nominated location.

15.5. Hydraulic Mixers

- a) All modification and fitting work is to be done expeditiously and in any case not longer than five (5) working days. The Contractor shall pay the Carrier a rate equivalent to the daily average earnings at the applicable plant Carrier fleet utilisation rate for each day so detained in excess of the five (5) working days limit.
- b) The Contractor shall provide regular maintenance in accordance with the mixer manufacturer's recommendations at the Contractor's cost.

16. Mixer Care and Maintenance

16.1. A Contractor's mixer is in the care of the Carrier who shall keep the unit clean and tidy to the satisfaction of the Contractor and the Union.

16.2.

- a) A Carrier undertakes to exercise all reasonable care of the mixer. The mixer shall be thoroughly washed out and cleaned down as required and surfaces treated in preparation for the next day's work.
- b) All cleaning materials and equipment necessary for cleaning the agitator shall be supplied by the Contractor and shall comply with any and all statutory requirements and regulations.

16.3. The Carrier shall report any and all apparent maintenance requirements to the Contractor.

16.4.

- a) The Carrier shall convey the mixer to the workshop for repairs or maintenance as requested by the Contractor. All work shall be completed as soon as possible and without delay.
- b) The Carrier shall be paid for transfers to and from the workshop at the rate of "G" (Schedule B) per km or part thereof and the forward and return journey shall be treated separately. A means shall be provided by the Contractor at the Contractor's cost to convey the Carrier to his place of residence or plant whichever is the lesser distance and return him to the workshop as and when required.

16.5.

- a) The Carrier shall be responsible for minor maintenance as described below:

Greasing
Cleaning
Replacement of spark plugs
Changing oil, air and fuel filters

All maintenance and servicing of hydraulic components on the mixers is the responsibility of the contractor as in Clause 15.5.b.

- b) Subject to the provisions of clause 15 hereof, all parts, tools, materials and equipment shall be provided by the Contractor.

16.6.

- a) The Carrier shall be responsible for the removal of hardened concrete build-up from the inside of the agitator, a process commonly known as de-dagging.
- b) All de-dagging shall be carried out strictly in accordance with the agreed procedure and in compliance with relevant Occupational Health and Safety regulations.
- c) The limit of the Carrier's responsibility in order that the de-dagging may take place shall be limited to the provision of his labour only. All other personnel and/or equipment is to be provided by the Contractor at the cost of the Contractor.

16.7. The Contractor shall be responsible for all major maintenance.

16.8. The Carrier is responsible for the provision of the fuel to run the truck and mixer.

16.9. The Contractor is responsible for the provision of oil and grease for the mixer

16.10. The Contractor's agitator is to be parked only in places approved by the Contractor. The Carrier is responsible for any loss or damage to the Contractor's equipment. Where the agitator is parked in a place approved by the Contractor, the limit of the Carrier's liability will be that covered by the insurance described in Clause 8.2 herein. Should the Carrier park the Contractor's agitator other than described above, then the Carrier will be liable to pay the Contractor the first \$500 for each incidence of loss or damage.

17. Painting and/or Sign writing of the Mobile Unit

- 17.1. The Contractor shall arrange for periodical painting and/or signwriting of the mobile unit.
- 17.2. All painting is to be done expeditiously, weather permitting, in not more than 5 working days using a quality of paint that is acid resistant and capable of withstanding the arduous conditions of the industry for a period of not less than 4 years. The painting shall be undertaken by a recognised truck painting contractor and the standard of finish shall be not less than that provided by tradesmen specialising in this field.
- 17.3. All necessary surface preparations and procedures recommended by the paint manufacturers shall be strictly adhered to. The Carrier shall be responsible for the provision of a sound painting surface of the truck, including but not limited to the rectification of corrosion, prior to presentation for painting.
- 17.4. The mobile units shall be painted every 4 years or a longer or shorter period by mutual agreement.
- 17.5. For the purposes of this clause "mobile unit" shall mean the complete truck and agitator including all their components and external surfaces without exception.
- 17.6. In the event that the paint finish of the mobile unit is of a standard unacceptable to the Carrier, the Carrier shall advise the Contractor prior to the vehicle being removed from the workshop.
- 17.7. For all times in excess of five (5) working days or where a vehicle has to be returned for repainting or painting repairs, the Carrier shall be paid by the Contractor a rate equivalent to the daily average earnings at the applicable utilisation rate for each day so detained

18. Union Membership and Delegates

- 18.1. A Carrier appointed as Yard Delegate shall upon notification thereof to the Contractor by the Branch or Sub-Branch Secretary of the Union, be recognised as the accredited representative of the Union.
- 18.2. The appointed Union Delegate shall be provided with reasonable access to and use of a telephone free of charge for Union matters, provided the site staff are consulted.

19. Manning

- 19.1. A person shall only become a Carrier after being given final written approval by the Contractor. Such approval shall be dependent upon the person's suitability and his standard of efficiency after the required training period to the satisfaction of the Contractor. Suitability extends to pre-engagement medicals for prospective Carriers.
- 19.2. A Carrier when employing an alternate driver shall engage the driver under terms and conditions of the Award and shall require the driver to observe the terms of this agreement in the operation of the vehicle.
- 19.3. A Carrier shall not permit any person to operate his vehicle without the prior written approval of the Contractor.
- 19.4. A Carrier shall be the permanent operator of the vehicle except on a period of absence approved by the Contractor.
- 19.5. A Carrier and/or driver shall act in the best interests of the Contractor at all times. In the event of a dispute arising in respect of this clause, the procedures in Clause 24 Disputes Procedures shall be observed.
- 19.6.
 - a) A Carrier shall ensure that the driver of the vehicle holds the appropriate class of driver's licence as required by the Roads & Traffic Authority.

- b) In the event that the Carrier or his driver has his licence suspended or cancelled, the Carrier must immediately inform the Contractor in writing of that fact.

20. Uniforms

- 20.1. A Carrier and/or his driver shall maintain an acceptable standard of neatness of dress and appearance.
- 20.2. Where a uniform is required to be worn by the Carrier then such uniform shall be supplied free of charge to the Carrier by the Contractor.
- 20.3. A satisfactory quantity of clothing is to be supplied with a minimum of 4 days fresh apparel.
- 20.4. Clothing issues to Carriers shall be on a points system per item. From the date of this agreement each Carrier shall be entitled to receive uniforms totalling eight (8) points per year for a maximum of two (2) years at which time future issues shall be limited to replacement on a return of any previously issued item to a maximum of six (6) points per annum.

Uniform item points are as follows:

Two shirts (short or long)	2 points
Two trousers (short or long)	2 points
Four T-shirts	4 points
One winter jacket	4 points

- 20.5. New entrants into the industry shall receive an initial double issue.
- 20.6. Wet weather and safety gear, including overalls, are to be supplied as per Clause 29 of the Award.
- 20.7. Replacement of previously issued uniforms and items of safety gear shall be on the basis of replacement on return of used items.

21. Amenities

All amenities are to comply with the Shops and Factories Act and to be not less than those enjoyed by an employee under the Award. The appropriate facilities should be maintained and kept thoroughly clean and hygienic at all times by the Contractor. Carriers shall conduct themselves in a tidy and appropriate manner.

22. Fleet Size

The Contractor shall have the absolute discretion to vary its fleet size in any manner and for any reason subject to the terms of this agreement.

23. Commitment to Training

- 23.1. The parties to this agreement recognise the mutual benefits to be gained through a greater commitment to training and, accordingly, each party commits itself to attending appropriate training programmes in order to increase the competitive performance of the contractor and its Carriers.
- 23.2. When training is undertaken at the request of the Contractor it shall be undertaken at no cost to the Carrier and shall be limited to twenty four (24) hours per annum for each Carrier.
- 23.3. Where a Carrier is required to attend such training in excess of (24) hours per annum then the Carrier shall be paid at the rate of "K" (Schedule B) per hour or part thereof for each additional hour plus the Award penalty rate travelling time, plus "L" (Schedule B) per km or part thereof that he is required to travel from his base plant or place of residence whichever is the lesser to and from the respective location requiring his presence.
- 23.4. A prospective Carrier shall spend a minimum of 2 weeks training to operate the mixer, slump, etc., including a training period of one day in the Contractor's Quality Control Laboratory under the

Contractor's supervision of the Contractor's testers. This training is at no cost to the Contractor except for the provision of appropriate personnel and equipment.

24. Disputes Procedure

- 24.1. It is understood and accepted by all parties to this agreement that work shall continue normally during all negotiations and any necessary proceedings.
- 24.2. When there is a disagreement, the Carrier shall attempt to resolve the matter by negotiating with the Contractor or his representative on site.
- 24.3. Where the matter is not resolved, the Yard Carrier Delegate shall attempt to resolve the matter by negotiation with the Contractor or his representative on site.
- 24.4. If the matter remains unresolved officials and/or representatives of the Union may at the option of the Carrier be party to continued discussions/negotiations with the relevant representatives of the Contractor.
- 24.5. In circumstances where the matter remains unresolved the matter shall be referred to the Arbitrator for determination, which determination shall be binding upon the Contractor, the Carrier and the Union.

For the purpose of this clause the Contractor and the Union shall agree upon a person to be appointed from time to time as Arbitrator. In the event that agreement cannot be reached as to the person to be appointed as Arbitrator then the person to act as Arbitrator for the purpose of this clause shall be a person nominated by the President on the Institute of Arbitrators. The Arbitrator shall nominate the procedure to be adopted in respect of any matter referred to him and may, if he desires, include in that procedure processes of conciliation, mediation and/or arbitration.

25. Local Rules and Conditions

- 25.1. Local rules and conditions shall continue in force insofar as they do not conflict with the provisions of this agreement and shall be limited to those contained on a list mutually agreed by the Contractor and the Carrier.
- 25.2. The list of Local Rules And Conditions shall have a fixed term.

26. Occupational Health and Safety

- 26.1. The Contractor shall establish Safety Improvement Teams consistent with its Building In Safety program. Each Safety Improvement team so established may have one (1) Carrier as a member of that team.
- 26.2. The Contractor shall pay each Carrier member of the Safety Improvement Teams for any and all time such Carrier spends in relation to their membership at the rate of "K" (Schedule B) per hour.
- 26.3. Such Carrier shall be paid promptly through their individual Cartage Account in the payment period covering the time expended.
- 26.4. The Contractor shall pay each Carrier member of the Safety Improvement Teams at the rate of "K" (Schedule B) per hour or part thereof plus the Award penalty rate travelling time to a maximum of 1/2 hour each way plus "L" (Schedule B) per km or part thereof that he is required to travel from his base plant or place of residence whichever is the lesser to and from the respective location requiring his presence.

27. Rostering

- 27.1. The Contractor undertakes that it shall operate a plant roster to ensure that all Carriers shall be exposed to the full plant market and shall have the opportunity to cart metres which are as close as commercially

practicable to the average fleet utilisation metreage applicable during the relevant period to a particular plant, provided that the level of Customer Service set by the Contractor is achieved.

27.2. The Contractor shall not roster-off a Carrier simply because he is earning in excess of the average utilisation metreage applicable to a plant during the relevant period.

27.3. Those rosters shall include:

- a) Daily start cyclic roster.
- b) Roster-off roster (where there are vehicles surplus to customer requirements, as determined by the Contractor).
- c) Daily transfer roster.
- d) Periodic transfer roster.

28. Concrete Cartage in Alternative Vehicles

Where concrete is transported other than in an agitator then the cartage rate shall be negotiated between the Contractor and the Union at the relevant time provided that the rate so negotiated is competitive with the prevailing market rate for such cartage.

29. Plant Stored Carrier's Equipment

The Contractor shall provide sufficient space where possible for the safe storage of equipment that is reasonably necessary to assist in the efficient and effective running of the Carrier's cartage business. The Contractor is not liable for loss or damage to Carrier's equipment so stored.

30. Termination of Engagement

30.1. The Contractor may terminate a Carrier's Contract of Carriage without compensation only in the event of theft or serious and wilful misconduct by the respective Carrier proven in a court of law or acknowledged and accepted by the Carrier.

30.2. If the Contractor wishes to terminate a Carrier's Contract of Carriage other than pursuant to the provisions of Clause 30.1 hereof, the Contractor shall:

- a) Provide the Carrier with a minimum of thirteen (13) weeks written notice of termination of the Carrier's Contract of Carriage and if the Contractor provides shorter notice than the said thirteen (13) weeks, then in addition to the compensation payable pursuant to Clause 31 the Contractor shall pay to such Carrier an amount equal to 20 x "J"(Schedule B) per week for the period less than such thirteen (13) weeks of notice calculated on a reducing daily basis; and

Pay to the Carrier compensation equal to and calculated in accordance with the provisions of Clause 31 hereof.

31. Compensation Upon Termination of Contracts of Carriage

31.1. Compensation Payable to Country Carriers

The amount of compensation payable by the Contractor to a Carrier upon termination of the Carriers Contract of Carriage shall in addition to any amount payable under clause 30.2(a) be:

- a) If the Contract of Carriage is terminated within the first two (2) years of the commencement of this agreement, an amount calculated in accordance with the formula:

\$80,000 x M/N, where:

M = the Consumer Price Index (Sydney All Group Index) published by the Bureau of Statistics applicable to the Quarter ending immediately prior to the expiration of the notice of termination; and

N = the Consumer Price Index (Sydney All Group Index) published by the Bureau of Statistics applicable to the Quarter ending 30 September 1994.

- b) If the Contract of Carriage is terminated on a date two (2) years after the commencement of this agreement, an amount calculated in accordance with the formula:

$\$64,000 \times P / (Q - 24) \times M/N$, where:

M & N are as defined under Clause 31.1(a); and

P = number of whole months remaining between the date of termination and the expiry date of the Contract of Carriage allowing for any extensions of provided for under clause 3.1(a) had notice of termination not been given; and

Q = total number of months of the term plus any extensions of the Contract of Carriage provided for under clause 3.1(a).

[Example: A Contract of Carriage for 2 years plus a 6 year extension commenced on the 1st January 1996 and notice is later given of termination to take place on 17th November 1999, and say the relevant CPI "M" value is 121.0 and the CPI "N" value is 109.0 then the amount of compensation payable would be:

$\$64,000 \times 49 / (96 - 24) \times 121.0/109.0 = \$48,350$]

32. Assignment of Contract of Carriage

- 32.1. If at any time or times during the term of the Contract of Carriage, the Carrier wishes to sell and assign the balance of the term of the contract, the Contractor shall have the right to purchase the same upon the following conditions:
- a) The Carrier shall first give notice in writing to the Contractor of the Carrier's desire to sell the balance of the term of the Contract of Carriage for a price calculated in accordance with the applicable formula set out in Clause 31 of this agreement.
 - b) The Contractor, if it desires to purchase the balance of the term of the contract, shall within thirty (30) days after receipt of such notice, cause to be delivered to the Carrier a written notice of acceptance of the offer. A cheque made payable to the Carrier in an amount calculated as set out in Clause 31 shall be delivered to the Carrier on the day of termination;
 - c) If the Contractor does not, within the said period of thirty (30) days, accept the Carrier's offer in the aforesaid manner, then the Carrier shall be at liberty to sell and assign the balance of the term of the contract to any other person approved by the Contractor and who is capable of carrying on the business of the Carrier pursuant to this agreement, such approval not to be unreasonably withheld.
- 32.2. The Contractor covenants with the Carrier not to serve a notice of termination of the Carrier's Contract of Carriage (except in the circumstances of Clause 30.1 - theft or serious and wilful misconduct) following service upon the Contractor of the notice of the Carrier's desire to sell the balance of the term of the Contract pursuant to Clause 32.1(a) for a period of at least six (6) months following the date of service upon it of the said notice of desire to sell.
- 32.3. For the purpose of this clause, an assignment shall include an assignment or transfer of a controlling interest in a company.

33. Environment Protection and Pollution Control**33.1. Operational Procedures**

The Contractor shall provide the Carrier with a written procedure relating to the delivery of concrete. It is the Contractor's responsibility to ensure that this procedure complies with all requirements of the relevant Act with respect to environment protection and pollution control. It is the Carrier's responsibility to comply with the Contractor's reasonable written procedures.

33.2. Contractor's/Carrier's Liability

The Contractor shall indemnify the Carrier against all claims for cost, damages and/or legal expenses and any further liabilities that may arise whilst performing his duties as the Contractor's Carrier in accordance with the Contractor's operational procedures, provided that such claims for cost, damages and/or legal expenses and any further liabilities that may arise are not as a direct result of the Carrier's negligence or misconduct.

SCHEDULE A

CALCULATION OF UTILIZATION

Calculation of Utilization Cartage Rates for Country Concrete			
CPI INDICES			
Base Index - June Quarter 1994	110.0	F	Sydney Consumer Price Index (All Groups Index) September Quarter 2003
Index at review	142.4	B	
PRODUCTIVITY			
Volume (m3/truck/year)	6000	D	Based on criteria established for Sydney Metropolitan rate. Kms allowed for all transfers = 1415
Average load (m3)	5.00	D	
Average lead (km)	9.24	D	
Working days/year	253	F	
Average loads/day	4.74	X	
Trips/year	1200	X	
Paid km/year	11088	X	
Paid km / total km ratio	47%	F	
Total km/year	23591	X	
LABOUR			
Weekly rate (\$)	\$543.86	A	TWU Award rate for driver for 40 hours/week. (Overtime calculated on 38 hours)
Weeks/year	52	F	
Normal time wages (\$)	\$28,281	X	
Casual labour, 2 weeks leave (\$)	\$1,355	A (X)	Includes 15% plus 1/12 loading
Casual labour, 3 RDOs (\$)	\$407	A (X)	Includes 15% plus 1/12 loading
Total casual labour (\$)	\$1,762	X	
De-dagging time (hrs/year)	24	F	Estimated time spent per year on de-dagging barrel - premium for driver to do or payment for casual Rate paid = casual normal time hourly rate
Hourly payment (\$/hour)	\$16.94	A (X)	
Returned cartage (hrs/year)	20	F	Allowance for additional time spent on return cartage of 0.8 to 3.0 m3 including pump blowbacks Rate paid = casual normal time hourly rate
Hourly payment (\$/hour)	\$16.94	A (X)	
Detention time (\$)	\$238	C (X)	Allowance for time truck may be detained for RTA re-inspection due to agitator fault

Total extra time payments (\$)	\$984	X	
No of weeks overtime worked	30	F	Estimated overtime including overtime worked by casual labour 1.5 hours/week day @ time & half 2 hours @ time & half plus 4.5 hours @ double time per Saturday
Equiv normal time hours / week	11.25	F	
Equiv normal time hours / Sat	12.00	F	
Overtime cost (\$)	\$9,983	X	
LABOUR (continued)			
Superannuation (\$)	\$2,545	A (X)	9.000% of normal time wage, as per legal obligation.
Long service leave (\$)	\$544	A (X)	1 week
Leave loading (\$)	\$544	A (X)	25% of 4 weeks normal time wage = 1 week
Workers comp insurance (\$)	\$3,989	A (X)	9.867% of normal wages, casual labour, de-dagging labour and overtime
Total labour oncosts (\$)	\$7,622	X	
TOTAL LABOUR COST (\$)	\$48,631	X	
Split of overtime labour			
% charged to running cost	25%	F	
% charged to fixed labour cost	75%	F	
Total overtime cost (\$)	9983	X	= 5.7% of overtime cost
Total workers comp insurance (\$)	569	X	
"Running cost" labour (\$)	\$2,638	X	
"FIXED COST" LABOUR (\$)	\$45,993	X	
OWNERSHIP & OVERHEAD COSTS			
Depreciation (\$)	\$8,000	F	\$80,000 truck depreciated over 10 years straight line
Stamp duty on truck purchase (\$)	\$200	F	\$2000 amortized over 10 years
Reg'n, CTP insur & permit (\$)	\$4,131	B (X)	Truck registration * \$1,182 CTP ins.* \$2,949 Extra load permit

Insurance excl workers comp (\$)	\$3,220	B (X)	Truck \$2,649.00	Pub.Liab \$347.00	Agi.Dmge. \$224.00	Wrong.Del
Administration costs (\$)	\$1,821	C (X)	Accountants fee \$800, filing fee \$175, postage/telephone & miscellaneous \$400			
Incorporation fee (\$)	\$105	F	\$1050 amortized over 10 years			
Profit on investment (\$)	\$10,000	F				
GST Administration (\$)	\$776	E				
TOTAL O & O COSTS (\$)	\$28,252	X	*Truck registration based on Mitsubishi FV458		* CTP from AMP Mary	
RUNNING COSTS						
Fuel - based on km travelled						
Fuel Cost (\$/litre)	\$0.61	B	Ampol wholesale price for distillate 66 cents/litre rounded to nearest cent			3644444
Total km travelled	23591	X	Fuel Numbers	\$0.87380	Rebate	\$0.18510
Fuel consumption (litres/100km)	66	F	= 1.52 km/litre			
Truck fuel cost (\$)	\$9,486	X				
RUNNING COSTS (continued)						
Repairs & servicing - all time based\						
Routine services per year	4	F	Unique to Country			
Hours per routine service	4	F				
Workshop cost (\$/hour)	\$74.00	B	Stilwell's truck workshop rate	Bruce Hale 771-5500		
Materials for routine service (\$)	\$1,986	C	Allow \$300 per routine service			
Routine service cost per year (\$)	\$3,170	X				
Minor R & M (hours/week)	2	F				
Truck working weeks/year	50	F	Conservative estimate for 4500 m3/year = 27400 km/year.			
Mechanic cost (\$/hour)	\$32.60	B				
Minor R & M cost per year	\$3,260	X				
Provision for major R & M (\$)	\$3,972	C				
Total servicing, R & M cost (\$)	\$10,402	X				
Tyres - based on km travelled						
No. of new tyres - radial steer	2	F	Conservative estimate for 4500 m3/year = 27400 km/year. Expected life of 50,000 km			
Cost of new tyre (\$ each)	\$573	B	Beaurepaire SP370 11R22.5 contact Mike O'Brien 648-3311 - Beaurepaire Silverwater			
Cost of new tyres (\$)	\$1,255	X				

No. of recaps - rear drive	8	F	Conservative estimate for 4500 m3/year = 27400 km/year. Expected life of 40,000 km. Unique to Co								
Cost of recaps (\$ each)	\$165.00	B									
Cost of recaps (\$)	\$1,320	X									
Expected no. of punctures	12	F									
Cost of puncture repair (\$ each)	\$40	C									
Cost of punctures (\$)	\$477	X									
Total tyre cost (\$)	\$3,052	X									
"Running cost" labour (\$)	\$2,638	X									
TOTAL RUNNING COSTS (\$)	\$25,578	X									
Total running cost (\$/m3/paid km)	\$0.46	X									
% margin allowed on running cost	10%	F									
PAID RATE (\$/m3/paid km)	\$0.51	X	Rounded to nearest whole cent								
			PRODUCTIVITY (m3/truck/year)								
			3000	3100	3200	3300	3400	3500	3600	3700	3800
"Fixed Cost" Labour (\$)			\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993
Ownership & Overhead Cost (\$)			28,252	28,252	28,252	28,252	28,252	28,252	28,252	28,252	28,252
Running cost (\$) @ \$/m3/km rate	\$0.51		14,137	14,608	15,080	15,551	16,022	16,493	16,965	17,436	17,907
LOD OPERATING COST (\$)			\$88,382	\$88,854	\$89,325	\$89,796	\$90,267	\$90,739	\$91,210	\$91,681	\$92,152
LOD OPERATING COST (\$/m3)			\$29.46	\$28.66	\$27.91	\$27.21	\$26.55	\$25.93	\$25.34	\$24.78	\$24.25
VOLUME INCENTIVE (\$/m3)	F		(\$1.90)	(\$1.73)	(\$1.56)	(\$1.39)	(\$1.22)	(\$1.05)	(\$0.94)	(\$0.83)	(\$0.72)
PAID CARTAGE @ AV LEAD (\$/m3)			\$27.56	\$26.93	\$26.35	\$25.82	\$25.33	\$24.88	\$24.40	\$23.95	\$23.53

Gross income @ paid cartage (\$)	\$82,680	\$83,483	\$84,320	\$85,206	\$86,122	\$87,080	\$87,840	\$88,615	\$89,414
less running cost	14,137	14,608	15,080	15,551	16,022	16,493	16,965	17,436	17,907
Load fee component (\$)	\$68,543	\$68,875	\$69,240	\$69,655	\$70,100	\$70,587	\$70,875	\$71,179	\$71,507
LOAD FEE (\$/m3)	\$22.85	\$22.22	\$21.64	\$21.11	\$20.62	\$20.17	\$19.69	\$19.24	\$18.82
	PRODUCTIVITY (m3/truck/year)								
	4100	4200	4300	4400	4500	4600	4700	4800	4900
"Fixed Cost" Labour (\$)	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993
Ownership & Overhead Cost (\$)	28,252	28,252	28,252	28,252	28,252	28,252	28,252	28,252	28,252
Running cost (\$) @ \$/m3/km rate \$0.51	19,321	19,792	20,263	20,735	21,206	21,677	22,148	22,620	23,091
LOD OPERATING COST (\$)	\$93,566	\$94,037	\$94,509	\$94,980	\$95,451	\$95,922	\$96,394	\$96,865	\$97,336
LOD OPERATING COST (\$/m3)	\$22.82	\$22.39	\$21.98	\$21.59	\$21.21	\$20.85	\$20.51	\$20.18	\$19.86
VOLUME INCENTIVE (\$/m3) F	(\$0.40)	(\$0.30)	(\$0.20)	(\$0.10)	\$0.00	\$0.10	\$0.20	\$0.31	\$0.42
PAID CARTAGE @ AV LEAD (\$/m3)	\$22.42	\$22.09	\$21.78	\$21.49	\$21.21	\$20.95	\$20.71	\$20.49	\$20.28
Gross income @ paid cartage (\$)	\$91,922	\$92,778	\$93,654	\$94,556	\$95,445	\$96,370	\$97,337	\$98,352	\$99,372
less running cost	19,321	19,792	20,263	20,735	21,206	21,677	22,148	22,620	23,091
Load fee component (\$)	\$72,601	\$72,986	\$73,391	\$73,821	\$74,239	\$74,693	\$75,189	\$75,732	\$76,281
LOAD FEE (\$/m3)	\$17.71	\$17.38	\$17.07	\$16.78	\$16.50	\$16.24	\$16.00	\$15.78	\$15.57

		PRODUCTIVITY (m3/truck/year)								
		5200	5300	5400	5500	5600	5700	5800	5900	6000
"Fixed Cost" Labour (\$)		\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993	\$45,993
Ownership & Overhead Cost (\$)		28,252	28,252	28,252	28,252	28,252	28,252	28,252	28,252	28,252
Running cost (\$) @ \$/m3/km rate	\$0.51	24,504	24,976	25,447	25,918	26,389	26,861	27,332	27,803	28,274
LOD OPERATING COST (\$)		\$98,750	\$99,221	\$99,692	\$100,163	\$100,635	\$101,106	\$101,577	\$102,048	\$102,520
LOD OPERATING COST (\$/m3)		\$18.99	\$18.72	\$18.46	\$18.21	\$17.97	\$17.74	\$17.51	\$17.30	\$17.09
VOLUME INCENTIVE (\$/m3)	F	\$0.81	\$0.95	\$1.09	\$1.23	\$1.33	\$1.43	\$1.52	\$1.61	\$1.70
PAID CARTAGE @ AV LEAD (\$/m3)		\$19.80	\$19.67	\$19.55	\$19.44	\$19.30	\$19.17	\$19.03	\$18.91	\$18.79
Gross income @ paid cartage (\$)		\$102,960	\$104,251	\$105,570	\$106,920	\$108,080	\$109,269	\$110,374	\$111,569	\$112,740
less running cost		24,504	24,976	25,447	25,918	26,389	26,861	27,332	27,803	28,274
Load fee component (\$)		\$78,456	\$79,275	\$80,123	\$81,002	\$81,691	\$82,408	\$83,042	\$83,766	\$84,466
LOAD FEE (\$/m3)		\$15.09	\$14.96	\$14.84	\$14.73	\$14.59	\$14.46	\$14.32	\$14.20	\$14.08

SCHEDULE B

EXTRA CHARGES UNIT RATE: Effective: 16 November 2003

SYMBOL	TITLE	RATE
"A"		no rate
"B"	kilometre rate =total running cost (@4500m3) / total km plus 10% @ ZXAR>Pay Area/Material > QOZ > COFF & NRIV NOZ > CANB, NCAS, SNSW & WNSW	\$0.99
"C"	mixing in yard = 2m3 x 3km @ 4500m3 p.a. utilisation rate @ ZXPQ>Pay Area/Mat> QPLANTMIX > NRIV & COFFS NPLANTMIX check for all others	\$36.06
"D"	waiting time = "J" / 60 @ ZXPQ >Pay Area/Mat> QWD > NRIV & COFFS NWD & NW check for all others	1.58
"E"	standby time per half hour = "K" x 2 (for double time)/ 2 (for half time) @ ZXPQ >Pay Area/Mat> QSTANDBY > NRIV & COFFS NSTANDBY check for all others	\$16.94
"F"	penalty rate = "K" x 1.25hrs / average load Updated front end	\$4.23
"G"	transfer to workshop = "B" @ ZXPQ >Pay Area/Mat > QTTFWK > NRIV & COFFS NTTFWK check for all others	\$0.99
"H"	transfer fee general = "B" @ ZXPQ >Pay Area/Mat > QTTF > NRIV & COFFS NTTF check for all others	\$0.99
"I"		no rate
"J"	hourly truck hire and driver = (average load @ average laed @ 4500m3 p.a.) less 10% (NCONTRKHR) Function deleted 13/2/01 E Marquez	\$95.00
"K"	hourly hire Carrier's labour = Award rate for casual driver Same as "E" - Input not required	\$16.94
"L"	travel cost = the travelling rate under the Cement Mixers and Concrete Workers Central Batch Plant Award Manual calculation	\$0.58

SCHEDULE C**SURCHARGE ITEMS INCLUDED IN THE UTILISATION RATE:**

1. TRANSFER FEES as described in the Transport Industry - Concrete Haulage Contract Determination Clause 6.2.
2. WAITING TIME as described in the Transport Industry - Concrete Haulage Contract Determination Clause 3.5.
3. LEFTOVER CONCRETE as described in the Transport Industry - Concrete Haulage Contract Determination Clause 3.10. for returns less than 3.0m³.
4. OUT OF HOURS PENALTY RATES as described in the Transport Industry - Concrete Haulage Contract Determination Clause 3.7. (Except where specifically excluded in Clause 4.1 (a) (iii) herein.

SCHEDULE D

Example only

Determination of Utilisation Level

Paid metres available for the period (V)	=	150000
Base fleet of trucks (T)	=	131
Working days in the quarter (W)	=	67.2

UNAVAILABLE DAYS

Annual leave	60
Sick leave	10
RDO	15
Vehicle breakdown	20
Bereavement	0
Special approved leave	10
Unauthorised leave	10
Failure to report	15
TOTAL DAYS	140

Formula : $U = V / (T - R)$, where $R = S / W$

Therefore $U = 150000 / (131 - R)$ where $R = 140 / 67.2 = 2.08$

$= 150000 / (131 - 2.8)$

$= 1163.5 \text{ m}^3 \text{ per truck for the quarter}$

SCHEDULE E**SAFETY NET CALCULATION - EXAMPLE OF APPLICATION**

	Quarter			Cumulative			Supplement	
Quarter	Actual	G'Feed	(Shortfall)	Actual	G'feed	(Shortfall)	Qtrly	Cumul
	Earnings	Earnings	Surplus	Earnings	Earnings	Surplus	Suppmnt	Suppmnt
1	17000	15000	2000	17000	15000	2000	0	0
2	17000	15000	2000	34000	30000	4000	0	0
3	14000	15000	-1000	48000	45000	3000	-1000	-1000
4	12000	15000	-3000	60000	60000	0	-3000	-4000
5	14000	15000	-1000	74000	75000	-1000	-1000	-5000
6	16000	15000	1000	90000	90000	0	1000	-4000
7	19000	15000	4000	109000	105000	4000	4000	0
8	19000	15000	4000	128000	120000	8000	0	0
9	17000	15000	2000	145000	135000	10000	0	0
10	15000	15000	0	160000	150000	10000	0	0
11	13000	15000	-2000	173000	165000	8000	-2000	-2000
12	11000	15000	-4000	184000	180000	4000	-4000	-6000
13	10000	15000	-5000	194000	195000	-1000	-5000	-11000
14	13000	15000	-2000	207000	210000	-3000	-2000	-13000
15	15000	15000	0	222000	225000	-3000	0	-13000
16	17000	15000	2000	239000	240000	-1000	2000	-11000
17	19000	15000	4000	258000	255000	3000	4000	-7000
18	18000	15000	3000	276000	270000	6000	3000	-4000
19	17500	15000	2500	293500	285000	8500	2500	-1500
20	17500	15000	2500	311000	300000	11000	1500	0

For this example it has been assumed that the safety net is \$60,000 per annum for the entire duration of the contract

SCHEDULE F**INSURANCE SPECIFICATION :**

1. GENERAL

- a) The Insurance coverage required by Clause 8 of the Concrete Carriers Agreement is as follows:
- b) Motor vehicle comprehensive or third party property.
- c) Motor vehicle compulsory third party (green slip).
- d) Workers' Compensation for all carrier's employees.
- e) Public liability cover to a minimum value of \$5 million with extension to cover the following:
 - i) Damage caused by the agitator.
 - ii) Damage due to incorrect product delivery.
- f) Comprehensive cover for damage to the agitator.

2. MOTOR VEHICLE COMPREHENSIVE OR THIRD PARTY PROPERTY

The motor vehicle comprehensive policy must include a Third Party Liability in respect of bodily injury and/or property damage up to a limit of \$10 million for any one event.

The policy must also cover, but not necessarily be limited to the following:

- a) Finance payout.
- b) Any losses which may arise whilst the insured is operating beyond the limits of any carriageway or thoroughfare.
- c) Any losses due to theft, fire, flood and/or storm and tempest.
- d) Cross liability.
- e) Liability of passengers.
- f) Principal's Indemnity in respect of non-owned vehicles.
- g) Removal of debris / cleaning up costs.
- h) Signwriting.

3. MOTOR VEHICLE COMPULSORY THIRD PARTY

This cover is that which is commonly known as "Green Slip" cover and is controlled by State Government legislation.

4. WORKERS' COMPENSATION

As each Carrier operating in accordance with the Contract Carriers Agreement is trading as a Proprietary Limited Company, they are required, by law, to effect Workers' Compensation Insurance for each and every worker employed by their Company, including themselves. The rate and conditions are controlled by the Workers' Compensation legislation.

5. PUBLIC LIABILITY

An All Risks Public Liability cover to a value of \$5 million is compulsory.

This policy must contain an extension to cover any damage or injury which may be attributed to the agitator owned by Readymix Holdings Pty Limited and carried and used by the Carrier.

This policy must also contain an extension to cover for any damage that may be attributed, whether directly or indirectly, to the delivery by the Carrier of an incorrect product to a customer.

6. COMPREHENSIVE COVER FOR DAMAGE TO AGITATOR

A Comprehensive cover for any and all theft and/or damage to the agitator which is the property of Readymix Holdings Pty Limited but issued to the Carrier for his use.

The cover will extend to all situations whether the agitator is attached to the Carrier's vehicle or whilst removed for repair and/or maintenance.

The cover must be for a minimum value of \$40,000 and be a NIL EXCESS policy.

F. MARKS *J*

Printed by the authority of the Industrial Registrar.

STARCH MANUFACTURERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1645 of 2007)

Before Commissioner McLeay

19 November 2007

REVIEWED AWARD

1. Insert a comma "," in the words "Starch Manufacturers &c. (State) Award" appearing in clause 1, Title, of the award published 8 June 2001 (325 I.G. 370), to read as follows:

"Starch Manufacturers, &c. (State) Award"
2. Delete the words "his continued work" appearing in the second paragraph of subclause 2 of clause 8, Disciplinary Procedure and insert in lieu thereof the following:

"his/her continued work"
3. Delete the word "agreements" appearing in paragraph (iii) of subclause (a) of clause 11, Hours - Shift Work and insert in lieu thereof the following:

"agreement"
4. Insert an apostrophe "'" after the words "forty-eight hours" appearing in paragraph (iv) of subclause (b) and subclause (e) of the said clause 11 to read as follows:

"forty-eight hours'"
5. Insert an apostrophe "'" after the words "48 hours" wherever appearing in subclause (f) of the said clause 11 to read as follows:

"48 hours'"
6. Insert an apostrophe "'" after the words "three hours work" appearing in subclause (b) of clause 16, Overtime to read as follows:

"three hours' work"
7. Insert an apostrophe "'" in the word "employers" appearing in paragraph (d) of subclause (3) of clause 20, Personal/Carer's Leave to read as follows:

"employer's"
8. Insert an apostrophe "'" in the words "two years continuous service" appearing in subparagraph (2) of paragraph (a) of subclause (iv) of clause 25, Redundancy to read as follows:

"two years' continuous service"
9. Insert an apostrophe "'" in the words "3 months notice" appearing in subparagraph (1) of paragraph (b) of subclause (iv) of clause 25, Redundancy to read as follows:

"3 months' notice"

10. Delete any reference to the "Department of Social Security" wherever appearing in paragraph (g) of subclause (iv) of the said clause 25 and insert in lieu thereof the following:

"Centrelink"

11. Delete the enclosed bracket ")" appearing in the words "Employer Contributions) hereof" appearing in paragraph (iii) of subclause (c) of clause 27, Superannuation, and insert in lieu thereof an inverted comma "" to read as follows:

"Employer Contributions" hereof

12. Delete the second and third paragraphs of subclause (c) of clause 28, Area, Incidence and Duration, and insert in lieu thereof the following:

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 19 November 2007.

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

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

STOREMEN AND PACKERS, WHOLESALE DRUG STORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4606 published 25 August 2006

(360 I.G. 705)

(No. IRC 308 of 2005)

CORRECTION

1. Delete instruction 1 and substitute the following:
 1. Delete the following clause number and subject matter from clause 1, Arrangement of the award published 23 April 1999 (309 I.G. 13):

40A. Anti-Discrimination

2. Delete instruction 2 and substitute the following new instructions 2, 3 and 4:
 2. Delete clause 40A, Anti-Discrimination from the body of the award.
 3. Insert in numerical order in clause 1, Arrangement the following new clause number and subject matter:

41A. Anti-Discrimination

4. Insert after clause 41, the following new clause:

41A. Anti-Discrimination

1. It is the intention of the parties bound by this award to seek to achieve the object in s 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 s 56(d) of the *Anti-Discrimination Act* 1977;

- (d) a party to this agreement 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."

This order shall take effect from the first pay period commencing on or after 14 October 2005.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

THEATRE MANAGERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2025 of 2007)

Before Commissioner Macdonald

28 November 2007 and 24 January 2008

VARIATION

1. Delete clause 4, Arbitrated Safety Net Adjustment, of the award published 24 November 2000 (320 I.G. 543), and insert in lieu thereof the following:

4. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

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

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

First Schedule -

- (i) Cinemas in the central city areas of the Cities of Sydney and Newcastle.
- (ii) Any cinemas regularly giving three or more performances daily.

Classification	Current Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Manager	647.70	20.00	667.70
Assistant Manager	591.50	20.00	611.50

Second Schedule - Cinemas other than those in sub-clause (i) of the first schedule hereof, giving two performances daily or nightly.

Classification	Current Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Manager	637.00	20.00	657.00
Assistant Manager	566.70	20.00	586.70

Third Schedule - Cinemas other than those of the First and Second Schedules hereof, giving performances on six or seven nights per week, with one or more day time performances.

Classification	Current Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Manager	609.60	20.00	629.60
Assistant Manager	550.80	20.00	570.80

Fourth Schedule - Cinemas other than those of First, Second and Third Schedules hereof, provided, however, that cinemas giving not more than one performance per week shall be excluded from the provisions of this award.

Classification	Current Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Manager	581.70	20.00	601.70

Fifth Schedule - All Schedules:

Classification	Current Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Trainee Manager	507.20	27.00	534.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
		Management of:	
1	8 (a)	Confectionery, snack/licensed liquor bar, ordering supplies, supervision of staff, checking and banking takings	25.85 per week
2	8 (b)	Checking and banking takings, other duties of minor nature regarding confectionery, snack/licensed liquor bar	11.10 per week
3	8 (c)	Appointment licensee and holder of liquor license, accepts responsibility under State Liquor Act	19.20 per week
4	9 (b)	Intermittent Manager (one-fifth of weekly rate multiplied by number of days plus 15 per cent) with a minimum additional	26.60 per week
5	10 (b)	Casual employee engaged to work when performance takes place (with a minimum payment as for four and a quarter hours)	2.95 per hour
		Clothing and footwear allowance:	
6	20 (a)	Where dinner dress is required to be worn for one/two nights in the week	1.55 per night
7	20 (a)	On three or more nights in the week	7.50 per week
8	21 (b)	Travelling and incidental expenses	84.00 per day
9	21 (b)	Maximum	419.85 per week
10	22 (a)	Locomotion allowance	0.58 per km
11	22 (b)	Manager of more than one theatre travelling from one to the other	0.61 per km

Note: These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustments in accordance with the June 2007 State Wage Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 28 November 2007.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

THEATRICAL EMPLOYEES RECREATION AND LEISURE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2023 of 2007)

Before Commissioner Macdonald

28 November 2007

VARIATION

30. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

(i)

Classification	Current Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Level 1	504.40	27.00	531.40
Level 2	521.10	20.00	541.10
Level 3	543.60	20.00	563.60
Level 4	598.20	20.00	618.20
Level 5	661.40	20.00	681.40

(ii)

Junior Rates	Percentage of Appropriate Adult Rate
At 16 Years and under	55
At 17 Years	65
At 18 Years	75
At 19 Years	85
At 20 Years	100

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2007 Amount \$
1	3(c)	Supervisory loadings Up to 5 employees	21.20	22.05
2		6 to 10 employees	29.00	30.15
3		11 or more employees	37.35	38.85
4	19(a)	First aid allowance	11.85	12.30

3. This variation shall take effect from the first full pay period to commence on or after 28 November 2007.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - WASTE COLLECTION AND RECYCLING (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 1682 of 2007)

Before Commissioner Murphy

4 December 2007

REVIEWED AWARD

1. Award Title

Transport Industry - Waste Collection and Recycling (State) Superannuation Award.

2. Arrangement

Clause No	Subject Matter
1.	Award Title
2.	Arrangement
3.	Anti-Discrimination
4.	Area, Incidence And Duration
5.	Definition
6.	Contributions
7.	Exemptions and Leave Reserved

3. Anti-Discrimination

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

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

Notes:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects...any of the act or practiced of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

4. Area, Incidence and Duration

- 4.1 This award shall apply to employees covered by the Transport Industry - Waste Collection and Recycling (State) Award, published 16 December 2005 (355 I.G. 389) as varied, subject to clause 7, Exemptions and Leave Reserved of this award.
- 4.2 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Transport Industry - Sanitary and Garbage (State) Superannuation Award published 2 November 2001 (329 I.G. 240), as varied.

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 4 December 2007.

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

5. Definition

In this award "the Fund" means The TWU Superannuation Fund established by Trust Deed and Articles on 4 October 1984.

6. Contributions

- 6.1 Upon the invitation of the Trustee of the Fund and employer shall apply to the Trustee of the Fund to become a participating employer in the Fund; and
- 6.2 Each participating employer shall pay to the Trustee of the Fund on behalf of each full-time employee member of the Fund in Category EBB employed by that employer contributions at the rate of \$17.00 per week and in respect of each casual employee member of the fund employed by that employer, contributions at the rate of \$3.40 per day employed or part thereof.
- 6.3 An employer who is bound by this award may examine the Trust Deed of the Fund at the offices of the Transport Workers' Union of Australia, NSW branch, or the New South Wales Road Transport Association during the hours, which those organisations are usually open for business.

7. Exemptions and Leave Reserved

- 7.1 JJ Richards and Co. shall be exempt from the provisions of this award with respect to employees performing work under garbage contracts in all of New South Wales provided that leave is reserved to the parties to apply in respect of this clause.

- 7.2 Members of the Employers' First, who are not members of the Waste Contractors and Recyclers Association of NSW, shall be exempt from the provisions of this award provided that leave is reserved to the parties to apply in respect of this subclause.
- 7.3 Any employer who is not a member of the Waste Contractors and Recyclers Association of NSW may apply to the Industrial Relations Commission of NSW for an exemption from the provisions of this award within six months from the operative date of this award.

J. P. MURPHY, Commissioner

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SERIAL C6395

FURNISHING TRADES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union, New South Wales Branch, an industrial organisation of employees.

(No. IRC 2267 of 2007)

The Honourable Justice Kavanagh

17 January 2008

ORDER

The Commission orders that :

1. The duration of the Industrial Committee, known as the Furnishing Trades (State) Industrial Committee published 15 September 2005 (353 I.G. 943), be extended for a further period of three (3) years.
2. References to "The Furnishing Trades Society of New South Wales" in the employee nominating rights of the said Committee be deleted and substituted with the following:

"Furnishing Industry Association of Australia Limited"
3. References to "Employers First" in the employer nominating rights of the said Committee be deleted and substituted with the following:

"Australian Federation of Employers and Industries."
4. This order shall take effect from 17 January 2008 for a period of three (3) years.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

**CONTRACT AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C3674 published 3 June 2005

(351 I.G. 686)

CORRECTION

1. Delete the table headed CA05/2 - Readymix Holding Pty Ltd Sydney Concrete Carriers Agreement.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

**CONTRACT AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C2671 published 9 July 2004

(345 I.G. 303)

CORRECTION

1. Delete the table headed CA04/6 - Readymix Holdings Pty Ltd Country Concrete Carriers Agreement

G. M. GRIMSON *Industrial Registrar.*

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INDUSTRIAL GAZETTE**VOLUME 364****INDEX**

Key to Abbreviations Used:

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(CORR)</i>	—	<i>Correction..</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

Index

Actors (Theatrical) (State) Award	RVIRC	801
Advertising Sales Representatives (State)	(VSW)	199
Aged Care General Services (State) Award 2006	(RVIRC)	768
Aged Care General Services (State) Award 2006	VSW	802
Aged Care Industry (Broken Hill) Award	OIRC	806
Aged Care Industry (Broken Hill) Award	RVIRC	810
Animal Food Makers, &c. (State)	(VSW)	178
Animal Welfare, General (State)	(VSW)	176
Animal Welfare, General (State)	(VIRC)	629
Animal Welfare, Institutional (State)	(VIRC)	627
Asphalt and Bitumen Industry (State) Award	VSW	813
Australian Jockey Club - Electrical and Plumbing Enterprise Award 2002	(RIRC)	591
Bacon Factory Employees (Cumberland) Consolidated Award	VSW	815
Biscuit and Cake Makers (State)	(VSW)	392
Boiling Down and By-Products (Cumberland) Consolidated Award	VSW	818
Bootmakers and Heel Bar Operatives, &c. (State) Award	VSW	820
Bowling and Golf Clubs Employees (State) Award	VSW	821
Bread Industry (State)	(RVIRC)	750
Breeding and Raising of Pigs, &c., Employees (State) Award	RVIRC	823
Breeding and Raising of Pigs, &c., Employees (State) Award	VSW	824
Breweries (State) Award	VSW	1198
Brick and Paver Industry (State)	(RVIRC)	763
Building and Construction Industry (State) Award	VIRC	826
Building Crane Drivers (State) Award	VIRC	829
Building Employees Mixed Industries (State) Award	VIRC	831
Business Equipment Maintenance (State), The	(RVIRC)	764
Butchers' Wholesale (Newcastle and Northern)	(RVIRC)	168
Butchers' Wholesale (Newcastle and Northern)	(VSW)	202
Butchers' Wholesale (State)	(RVIRC)	169
Butchers' Wholesale (State)	(VSW)	404
Butchers, Retail (State)	(RVIRC)	170
Butchers, Retail (State)	(VSW)	401
Butter and Cheese and Other Dairy Products (Newcastle and Northern)	(VSW)	200
Butter and Cheese and Other Dairy Products (Newcastle and Northern)	(RVIRC)	765
Butter, Cheese and Other Dairy Products (State)	(VSW)	416
Butter, Cheese and Other Dairy Products (State)	(RVIRC)	766
Canteen, &c., Workers (State)	(RVIRC)	608
Caterers Employees (State)	(RVIRC)	386
Catholic Press Newspaper Company Pty Limited (State), The	(RVIRC)	167
Cement Industry (State) Consolidated Award	VSW	1201
Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidated Award	RVIRC	836
Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidated Award	VSW	837
Charitable Institutions (Professional Paramedical Staff) (State) Award 2006	RVIRC	839
Charitable Institutions (Professional Paramedical Staff) (State) Award 2006	VSW	840
Charitable Institutions (Professional Staff Social Workers) (State) Award 2006	RVIRC	844
Charitable Institutions (Professional Staff Social Workers) (State) Award 2006	VSW	845
Charitable Sector Aged and Disability Care Services (State) Award 2003	(RVIRC)	384
Charitable Sector Aged and Disability Care Services (State) Award 2003	VIRC	846
Charitable, Aged and Disability Care Services (State) Award	VIRC	849

Charitable, Aged and Disability Care Services (State) Award	RVIRC	852
Clerical and Administrative Employees in Permanent Building Societies (State) Award	VSW	1204
Clerical and Administrative Employees in Permanent Building Societies (State) Award	VSW	1206
Clerical and Administrative Employees in Permanent Building Societies (State) Award	VSW	1208
Clerical and Administrative Employees in Temporary Employment Services (State)	(RVIRC)	612
Clerical and Administrative Employees Legal Industry (State)	(RVIRC)	173
Clerical and Administrative Employees Legal Industry (State)	(VSW)	210
Clerical and Administrative Employees Legal Industry (State)	(CORR)	450
Clerical and Administrative Employees, Hire Cars and Taxis (State)	(VSW)	208
Clerical and Administrative Employees, Hire Cars and Taxis (State)	(RVIRC)	775
Clerical Employees in Retail (State)	(RVIRC)	772
Club Employees (State) Award	RVIRC	853
Coachmakers, &c., Rail (State)	(VSW)	399
Coachmakers, &c., Road and Perambulator Manufacturers (State)	(VSW)	442
Cold Storage and Ice Employees (Northumberland)	(VSW)	224
Cold Storage and Ice Employees (Northumberland)	(RVIRC)	373
Cold Storage and Ice Employees (State)	(VSW)	408
Cold Storage and Ice Employees (State) Award	RVIRC	854
Cold Storage Enterprise Award 1998	(RVIRC)	171
Commercial Travellers, &c. (State)	(VSW)	421
Community Colleges Tutors (State)	(AIRC)	354
Community Pharmacy (State) Award 2001	VSW	855
Community Pharmacy (State) Award 2001	RIRC	1210
Concrete Pipe and Concrete Products Factories Consolidated (State) Award	RVIRC	857
Concrete Pipe and Concrete Products Factories Consolidated (State) Award	VSW	858
Confectioners (State)	(VSW)	429
Cooma Challenge Limited Business Services (State) Award, The	RVIRC	860
Cotton Ginning, &c., Employees (State) Award	RVIRC	861
Cotton Growing Employees (State) Award	OIRC	862
Cotton Growing Employees (State) Award	RVIRC	866
Crown Employees - Legal Officers (Crown Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office)	(RIRC)	245
Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007	(RIRC)	47
Crown Employees (Correctional Officers, Department of Corrective Services) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres	RIRC	1248
Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Conditions of Employment Award	AIRC	867
Crown Employees (Department of Environment and Climate Change - Royal Botanic Gardens, Building and Mechanical Trades Staff) Award	RIRC	1265
Crown Employees (Department of Environment and Climate Change) General Award	AIRC	913
Crown Employees (Department of the Arts, Sport and Recreation - Catering Officers)	(RIRC)	1
Crown Employees (Department of the Arts, Sport and Recreation - Services Officers)	(RIRC)	15
Crown Employees (Exhibition Project Managers and Project Officers) Australian Museum Award 2007	(RIRC)	83
Crown Employees (Greyhound and Harness Racing Regulatory Authority - Greyhound Racing Employees) Award 2007	(RIRC)	734

Crown Employees (Interpreters and Translators, Community Relations Commission)	(RIRC)	52
Crown Employees (Kingsford Smith Airport Travel Centre) Award 2007	(RIRC)	290
Crown Employees (Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award 2007	(RIRC)	279
Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000	(RVIRC)	374
Crown Employees (New South Wales Department of Ageing, Disability and Home Care) Community Living and Residential	(RIRC)	131
Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award	RIRC	1276
Crown Employees (NSW Attorney General's Department - Reporting Services Branch) Sound Reporters Award 2007	(RIRC)	123
Crown Employees (NSW Department of Primary Industries) Domestic Services Officers	(RIRC)	341
Crown Employees (NSW Department of Primary Industries) Fisheries Staff	(RIRC)	570
Crown Employees (NSW Department of Primary Industries) Geoscientists	(RIRC)	714
Crown Employees (NSW Department of Primary Industries) Land Information Officers	(RIRC)	261
Crown Employees (NSW Department of Primary Industries) Local Coordinator Allowance	(RIRC)	285
Crown Employees (NSW Department of Primary Industries) Mine Safety and Environment Officers	(RIRC)	108
Crown Employees (NSW Department of Primary Industries) Professional Officers	(RIRC)	309
Crown Employees (NSW Department of Primary Industries) Regulatory Officers	(RIRC)	316
Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007	(RIRC)	251
Crown Employees (Office of the WorkCover Authority - Inspectors 2007) Award	AIRC	1303
Crown Employees (Office of the WorkCover Authority - Inspectors) Award 2007	(RIRC)	329
Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists)	(RIRC)	238
Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006	(VIRC)	791
Crown Employees (Public Service Training Wage) Award 2005	VSW	937
Crown Employees (Senior Officers Salaries) Award 2007	(RIRC)	43
Crown Employees (Skilled Trades) Award	VIRC	941
Crown Employees (Storemen, &c.)	(VSW)	220
Crown Employees (Storemen, &c.)	(RIRC)	230
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2006	VIRC	943
Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2006	VIRC	945
Crown Employees (Technical Officers - Treasury) Award 2007	(RIRC)	39
Crown Employees Casino Control Authority - Casino Inspectors (Transferred from Department of Gaming and Racing) Award 2007	(RIRC)	97
Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2007	(RIRC)	72
Crown Employees Nurses' (State)	(RIRC)	719
Dairying Industry Employees (State)	(VSW)	431
Dental Technicians (State) Award 2006	(VSW)	435
Dental Technicians (State) Award 2006	RVIRC	947
Divisions of General Practice (State)	(VIRC)	800

Divisions of General Practice (State) Award	RVIRC	1317
Draughting Employees, Planners, Technical Employees, &c. (State) Award	OIRC	1318
Draughting Employees, Planners, Technical Employees, &c. (State) Award	VSW	1322
Drug Factories (State) Award	VSW	948
Dry Cleaning (State) Award	RVIRC	952
Engine Drivers, &c., General (State) Award	VIRC	953
Engine Drivers, &c., General (State) Award	RVIRC	954
Entertainment and Broadcasting Industry - Cinema (State)	(RVIRC)	752
Exhibition Industry (State)	(RVIRC)	755
Fish and Fish Marketing (State) Consolidated Award	RVIRC	955
Food Preservers (State)	(VSW)	425
Forestry Commission Division trading as Forests NSW Crown Employees Fieldwork and Other Staff Award 2002-2005	(CORR)	448
Fruit Packing Houses Employees (State) Consolidated Award	RVIRC	956
Furniture and Furnishing Trades (State)	(RVIRC)	757
Gangers (State) Award	VSW	957
Glass Makers (State)	(VSW)	445
Glass Workers (State)	(RVIRC)	756
Glass Workers (State) Award	VIRC	960
Government Railways (Building Trades Construction Staff) Award	VIRC	962
Government Railways (Building Trades Maintenance Staff) Award	VIRC	964
Graduate-at-Law (State)	(RVIRC)	166
Graduate-at-Law (State)	(CORR)	449
Grocery Products Manufacturing (State)	(VSW)	183
Hairdressers', &c. (State)	(VSW)	397
Hairdressers', &c. (State) Award	RVIRC	965
Health, Fitness and Indoor Sports Centres (State) Award	RVIRC	966
Horticultural Industry (State) Consolidated	(RVIRC)	175
Horticultural Industry (State) Consolidated	(CORR)	635
Horticultural Industry (State) Consolidated	(CORR)	637
Horticultural Industry (State) Consolidated	(CORR)	638
Horticultural Industry (State) Consolidated	(CORR)	639
Horticultural Industry (State) Consolidated	(VSW)	787
Ice Cream Carters and Van Salespersons (State)	(VSW)	619
Ice Cream Carters and Van Salespersons (State) Award	RVIRC	967
Ice Cream Cold Storage (State) Award	RVIRC	968
Ice Cream Cold Storage (State) Award	VSW	969
Ice Cream Makers (State)	(VSW)	427
Jewellers and Watchmakers, &c. (State)	(VSW)	418
Jewellers and Watchmakers, &c. (State)	(RVIRC)	754
Joiners (State)	(RVIRC)	758
Joiners (State) Award	VIRC	971
Landscape Gardeners, &c. (State) Award	RVIRC	973
Landscape Gardeners, &c. (State) Award	VSW	974
Landscape Gardeners, &c., On Building and General Construction and Maintenance, Civil and Mechanical Engineering (State) Award	VSW	976
Laundry Employees (State) Award	VSW	1325
Local Government (Electricians) (State)	(RIRC)	453
Local Government (State) Award 2007	(AIRC)	491
Mannequins and Models (State) Award	VSW	979
Maritime Authority of New South Wales Award 2007	RIRC	1327
Meat Preservers, &c. (State) Consolidated	(VSW)	414
Mechanical Opticians (State)	(RVIRC)	753
Mechanical Opticians (State) Award	VSW	1381
Metal, Engineering and Associated Industries (State)	(VSW)	436
Milk Treatment, &c., and Distribution (State)	(VSW)	624

Mineral Sands Mining and Treatment Industry (State) Consolidated Award	VSW	981
Miscellaneous Gardeners, &c. (State) Award	RVIRC	984
Miscellaneous Workers' - General Services (State)	(CORR)	229
Miscellaneous Workers' - General Services (State) Award	RVIRC	985
Miscellaneous Workers' - Independent Schools and Colleges, &c. (State) Award	RVIRC	988
Miscellaneous Workers Home Care Industry (State)	(RVIRC)	604
Miscellaneous Workers' Kindergarten and Child Care Centres (State) Training Wage Award	RVIRC	1383
Montessori Schools and/or Pre-Schools Portability of Long Service Leave Award	RVIRC	989
Motels, Accommodation and Resorts, &c. (State)	(VSW)	388
Motels, Accommodation and Resorts, &c. (State) Award	RVIRC	991
Motor Vehicle Salesperson (State) Award	VSW	992
Mushroom Industry Employees (State)	(VSW)	433
Nurseries Employees (State)	(VSW)	218
Nurseries Employees (State)	(VIRC)	226
Nurseries Employees (State)	(RVIRC)	770
Nurses, Other Than in Hospitals, &c. (State) Award 2006	(RVIRC)	773
Nurses, Other Than in Hospitals, &c. (State) Award 2006	VSW	994
Nursing Homes Professional Employees (State) Award 2006	(RVIRC)	774
Nursing Homes Professional Employees (State) Award 2006	VSW	996
Nursing Homes, &c., Nurses' (State) Award	VSW	1384
Occupational Health Nurses' (State) Award 2006	(RVIRC)	372
Occupational Health Nurses' (State) Award 2006	(VSW)	776
Other Services (Catholic Personal/Carer's Leave) (State) Award	RVIRC	999
Pastoral Employees (State) Award	VSW	1388
Pastrycooks (Specified Wholesalers)	(VSW)	613
Pastrycooks, &c. (State)	(VSW)	394
Pastrycooks, &c. (State) Award	RVIRC	1395
Pet Food Manufacturers (State)	(VSW)	195
Pet Food Manufacturers (State) Award	RVIRC	1000
Pharmacy Assistants (State) Award	VSW	1002
Photographic Industry (State)	(RVIRC)	771
Pitt Wood Presbyterian Homes Redundancy (State)	(VSW)	387
Plant, &c., Operators on Construction (State)	(RVIRC)	751
Plant, &c., Operators on Construction (State) Award	VIRC	1004
Plasterers, Shop Hands and Casters (State) Consolidated Award	VIRC	1006
Plumbers and Gasfitters (State) Award	RVIRC	1007
Potato Crisp Makers (State)	(VSW)	789
Poultry Farm Employees (State) Award	RVIRC	1008
Poultry Industry Livestock (State)	(VSW)	222
Poultry Industry Livestock (State) Award	CORR	1009
Poultry Industry Livestock (State) Award	CORR	1010
Poultry Industry Livestock (State) Award	CORR	1011
Poultry Industry Livestock (State) Award	CORR	1012
Poultry Industry Livestock (State) Award	CORR	1013
Poultry Industry Preparation (State)	(VSW)	410
Preterm Medical Officers (State) Award	RVIRC	1397
Printing Industries (State)	(VSW)	440
Private Health and Charitable Sector Employees Superannuation (State) Award	RVIRC	1014
Private Hospital (Named Respondents) (State) Award	VIRC	1015
Private Hospital Employees (State) Award 2006	RVIRC	1026
Private Hospital Employees (State) Award 2006	VSW	1027
Private Hospital Industry Nurses' (State) Award	RVIRC	1036
Private Hospital Professional Employees (State) Award 2006	(RVIRC)	769
Private Hospital Professional Employees (State) Award 2006	VSW	1037

Private Hospitals Aged and Disability Care Services Industry Redundancy (State) Award, The	RVIRC	1041
Private Hospitals, Aged Care and Disability Services Industry (Training) (State) Award	RVIRC	1042
Private Hospitals, Aged Care and Disability Services Industry (Training) (State) Award	VSW	1043
Private Medical Imaging (State) Award 2004	VIRC	1046
Private Pathology Laboratories (State)	(AIRC)	643
Professional Engineers and Professional Scientists (Private Industry) (State)	(VSW)	206
Professional Surveyors (Private Industry) (State) Award	RVIRC	1402
Public Health Service Employees Skilled Trades (State) Award (Incorporating the Ambulance Service of NSW Skilled Trades)	VIRC	1048
Public Health System Nurses' & Midwives' (State) Award	VIRC	1404
Public Hospital (Training Wage) (State)	(RVIRC)	164
Public Hospital (Training Wage) (State)	(VSW)	778
Quarries, &c. (State)	(RVIRC)	760
Quarries, &c. (State) Award	VIRC	1050
Quarries, &c. (State) Award	VSW	1051
Readymix Holding Pty Ltd Sydney Concrete Carriers Contract Determination	CD	1414
Readymix Holding Pty Ltd Sydney Concrete Carriers Contract Determination	VCD	1438
Readymix Holdings Pty Ltd Country Concrete Carriers Contract Determination	CD	1443
Real Estate Industry (Clerical and Administrative) (State)	(VSW)	212
Restaurant, &c., Employees' Retail Shops (State) Award	VSW	1054
Restaurants, &c., Employees (State)	(RVIRC)	609
Restaurants, &c., Employees (State) Award	VIRC	1056
Retail Industry (State) Training Wage Award	VSW	1061
Retail Services Employees (State)	(CORR)	632
Retail Services Employees (State)	(CORR)	633
Retail Services Employees (State)	(CORR)	634
Retail Services Employees (State) Award	VSW	1064
Richmond Fellowship of New South Wales (State) Award 1999, The	(RVIRC)	767
Rock and Ore Milling and Refining (State) Award	VSW	1067
Rubber Workers (State)	(VSW)	197
Rural Lands Protection Boards Salaries and Conditions Award 2007	AIRC	1069
Rural Traineeships (State)	(RVIRC)	172
Sawmillers, &c. (State) Award	RVIRC	1129
Security Industry (State)	(VSW)	423
Security Industry (State) Award	RVIRC	1130
Shop Employees (State) Award	(CORR)	631
Shop Employees (State) Award	VSW	1131
Smallgoods Manufacturers (State)	(VSW)	412
Starch Manufacturers, &c. (State)	(VSW)	187
Starch Manufacturers, &c. (State) Award	RVIRC	1477
State Transit Authority Division of the Government Service Bus Operations Enterprise (State) Award 2007	(AIRC)	671
State Water Corporation (Storages, Operations and River Infrastructure Staff)	(RIRC)	60
Storemen and Packers Bond and Free Stores (State)	(VSW)	189
Storemen and Packers, General (State)	(VSW)	181
Storemen and Packers, General (State) Award	RVIRC	1134
Storemen and Packers, Wholesale Drug Stores (State)	(RVIRC)	607
Storemen and Packers, Wholesale Drug Stores (State) Award	(VSW)	193
Storemen and Packers, Wholesale Drug Stores (State) Award	CORR	1479
Storemen and Packers, Wholesale Paint, Varnish and Colour Stores (State)	(VSW)	191

Sugar Field Workers (State) Consolidated	(VSW)	216
Sugar Field Workers (State) Consolidated Award	RVIRC	1136
Surveyors' Field Hands (State)	(VSW)	785
Teachers Non-Government (English Colleges) (State) Award 2003	(RVIRC)	761
Technical and Further Education Commission of New South Wales - Security Employees - Wages and Conditions Award	RIRC	1137
Tennis Strings and Sutures Industry (State) Award	VSW	1157
Theatre Managers (State) Award	VSW	1481
Theatrical Employees Recreation and Leisure Industry (State)	(RVIRC)	762
Theatrical Employees Recreation and Leisure Industry (State) Award	VSW	1484
Training Wage (State) Award 2002	VSW	1159
Transport Industry - Excavated Materials, Contract Determination	(VCD)	447
Transport Industry - Mixed Enterprises Interim (State)	(VSW)	621
Transport Industry - Quarried Materials (State)	(VSW)	617
Transport Industry - Quarried Materials, &c., Carriers Interim Contract Determination	CD	1162
Transport Industry - Redundancy (State) Award	RVIRC	1166
Transport Industry - Retail (State) Award 1999	RVIRC	1167
Transport Industry - Retail (State) Award 1999	VSW	1168
Transport Industry - Trade Waste (State)	(RVIRC)	385
Transport Industry - Waste Collection and Recycling (State) Superannuation Award	RIRC	1486
Transport Industry - Wholesale Butchers (State) Award 2000	(VSW)	615
Transport Industry (State)	(VSW)	781
Transport Industry (State) Award	RVIRC	1171
University Unions (State) Award	VSW	1172
Van Sales Employees' (State) Award	VSW	1176
Vegetable Oils (State)	(RVIRC)	759
Vegetable Oils (State) Award	OIRC	1178
Vegetable Oils (State) Award	VSW	1182
Vehicle Industry - Repair Services and Retail (State) Award	VSW	1184
Warehouse Employees' - General (State) Award	VSW	1188
Warehouse Employees Drug (State) Award	VSW	1190
Wholesale Fruit and Vegetable Employees' (State) Award	VSW	1192
Wine Industry Consolidated (State)	(VSW)	214
Wine Industry Consolidated (State) Award	RVIRC	1194
Wire Drawn Ferries (State) Award	RVIRC	1195
Wollongong Sportsground Trust Australian Workers Union (State) Award 2007	(AIRC)	549
Enterprise Agreements Approved by the Industrial Relations Commission		451 640 1197
Contract Agreements Approved by the Industrial Relations Commission		642
	CORR	1490
	CORR	1491
Industrial Committees -		
Furnishing Trades (State)		1489