

Vol. 350, Part 1

15 April 2005

Pages 1 - 286



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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

ISSN 0028-677X

CONTENTS

Vol. 350, Part 1

15 April 2005

Pages 1 - 286

		Page
Awards and Determinations -		
Awards Made or Varied -		
Boarding House Staff (Independent Schools) (State) Award 2004	(AIRC)	157
Bowling and Golf Clubs Employees (State)	(AIRC)	109
Chickadee Foods Pty Ltd (Lisarow Site)	(AIRC)	91
Coal Superintending Samplers (State)	(RVIRC)	254
Crown Employees (Museum of Applied Arts and Sciences Electrical Preparators) Award 2001	(RIRC)	6
Crown Employees (NSW Police Special Constables (Security))	(RIRC)	37
Crown Employees (NSW Police Special Constables) (Police Band)	(RIRC)	54
Crown Employees (Police Service of New South Wales (Nurses))	(RVIRC)	270
Crown Employees (Public Service Training Wage) Award 2002	(VSW)	273
Crown Employees (Security and General Services)	(RIRC)	68
Crown Employees (Trades Assistants)	(RIRC)	13
Labor Council of New South Wales and Barclay Mowlem Bellagio Project Award 2004	(AIRC)	203
Motels, Accommodation and Resorts, &c. (State)	(RVIRC)	265
Plumbers and Gasfitters (State)	(RVIRC)	247
Port Waratah Coal Services Limited (Traineeship) (State)	(RIRC)	1
School Support Staff (Independent Schools) (State) Award 2004	(AIRC)	175
Shop Employees (State)	(VSW)	277
Stockland Bay Village Project	(AIRC)	223
Surveyors' Field Hands (State)	(RVIRC)	257
Sydney Aquarium Staff (State) Award 1998	(RVIRC)	258
Transport Industry - Tourist and Service Coach Drivers (State)	(RVIRC)	245
Ulan Coal Delivery Facility Consent Award 2004	(AIRC)	134
Warehouse Employees' - General (State)	(RVIRC)	263
Zoological Parks Board of New South Wales Employees' (State)	(VIRC)	280
Enterprise Agreements Approved by the Industrial Relations Commission		282

NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

PRESIDENT

The Honourable Justice F. L. WRIGHT[†]

VICE-PRESIDENT

The Honourable Justice M. J. WALTON[†]

MEMBERS

The Honourable Justice F. MARKS[†]
The Honourable Justice M. SCHMIDT[†]
The Honourable Mr Deputy President R. W. HARRISON
The Honourable Justice T. M. KAVANAGH[†]
Mr Deputy President P. J. SAMS AM
The Honourable Justice R. P. BOLAND[†]
Mr Deputy President J. P. GRAYSON
The Honourable Justice W. R. HAYLEN[†]
The Honourable Justice P. J. STAUNTON AM[†]
The Honourable Justice C. G. STAFF[†]
The Honourable Justice A. F. BACKMAN[†]

Commissioner Mr R. J. PATTERSON
Commissioner Mr P. J. CONNOR
Commissioner Mr B. W. O'NEILL
Commissioner Mr J. N. REDMAN
Commissioner Ms I. TABBAA
Commissioner Ms D. S. McKENNA
Commissioner Mr J. P. MURPHY
Commissioner Mr I. W. CAMBRIDGE
Commissioner Ms E. A. R. BISHOP
Commissioner Ms J. McLEAY
Commissioner Mr A. W. MACDONALD
Commissioner Mr D. W. RITCHIE

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

INDUSTRIAL REGISTRAR

Mr M. GRIMSON

DEPUTY INDUSTRIAL REGISTRAR

Mr A. G. MUSGRAVE

(1284)

SERIAL C3324

**PORT WARATAH COAL SERVICES LIMITED (TRAINEESHIP)
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4586 of 2004)

Before The Honourable Mr Deputy President Harrison

25 October 2004

REVIEWED AWARD

Clause No. Subject Matter

PART A

1. Title
2. Definitions
3. Training Conditions
4. Employment Conditions
5. Wages
6. Personal/Carer's Leave
7. Disputes Settlement Procedure
8. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Trainees' Weekly Wage - up on and from 4 June 2004

PART A

1. Title

This award shall be known as the Port Waratah Coal Services Limited (Traineeship) (State) Award.

2. Definitions

- 2.1 "Approved Training" means training undertaken (both on or off the job) in a traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a traineeship scheme approved by the relevant State Training Authority or the Department of Education and Training. The training will be accredited and lead to qualifications as set out in paragraph 3.6.1 of subclause 3.6 of clause 3, Training Conditions.
- 2.2 "Trainee" means an employee who is bound by a traineeship agreement made in accordance with this award.
- 2.3 "Traineeship" means a system of training which has been approved by the relevant State Training Authority, or which has been approved on an interim basis by the Department of Education and Training, until final approval is granted by the relevant State Training Authority.
- 2.4 "Traineeship Agreement" means an agreement which is made subject to the terms of this award between an employer and the trainee for a traineeship and which is registered with the relevant State Training

Authority, the Department of Education and Training or under the provision of the appropriate State legislation. A traineeship agreement shall be made in accordance with the relevant approved traineeship scheme and shall not operate unless this condition is met.

- 2.5 "Traineeship Scheme" means the traineeship applicable to trainees of Port Waratah Coal Services Limited.
- 2.6 "Appropriate State Legislation" means the *Vocational Education and Training Accreditation Act 1990*.

3. Training Conditions

- 3.1 The trainee shall attend an approved training course or training program prescribed in the traineeship agreement.
- 3.2 The traineeship shall not commence until the relevant traineeship agreement, made in accordance with the traineeship scheme, has been signed by the employer and the trainee and lodged for registration.
- 3.3 Port Waratah Coal Services Limited shall ensure that the trainee is permitted to attend the training course or program provided for in the traineeship agreement and shall ensure that the trainee receives the appropriate on-the-job training.
- 3.4 Port Waratah Coal Services Limited shall provide a level of supervision in accordance with the traineeship agreement during the traineeship period.
- 3.5 Port Waratah Coal Services Limited agrees that the overall training program will be monitored by officers of the relevant State Training Authority or the Department of Education and Training and that training records or work books may be utilised as part of this monitoring process.
- 3.6 Training shall be directed at:
- 3.6.1 the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem solving, teamwork, using technology) and as are included in the Australian Vocational Certificate Level 1 qualification. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
- 3.6.2 the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards, these will define these competencies), as are proposed to be included in the Australian Vocational Certificate Level 2 qualification or above.

4. Employment Conditions

- 4.1 A trainee shall be engaged as a full-time employee for a maximum of one year's duration, provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of Port Waratah Coal Services Limited. By agreement in writing, and with the consent of the relevant State Training Authority or the Department of Education and Training, Port Waratah Coal Services Limited and the trainee may vary the duration of the traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the relevant traineeship scheme.
- 4.2 Port Waratah Coal Services Limited shall not terminate the employment of a trainee without firstly having provided written notice of termination to the trainee concerned in accordance with the traineeship agreement and subsequently to the relevant State Training Authority or the Department of Education and Training. The written notice to be provided to the relevant State Training Authority or the Department of Education and Training shall be provided within five working days of the termination.

- If Port Waratah Coal Services Limited chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify, in writing, the relevant State Training Authority or Department of Education and Training of its decision.
- 4.3 The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the traineeship agreement.
- 4.4 Where the employment of a trainee by Port Waratah Coal Services Limited is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any relevant award or any other legislative entitlements:
- 4.4.1 The traineeship agreement may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure the training program is successfully completed.
- 4.4.2 No trainee shall work overtime or shift work on their own unless consistent with the provisions of the Port Waratah Coal Services Consent Enterprise (State) Award 1995 published 6 June 1997 (298 IG 1094) and all variations thereof.
- 4.4.3 No trainee shall work shift work unless the parties to a traineeship scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work trainees.
- 4.5 All other terms and conditions of the Port Waratah Coal Services Consent Enterprise (State) Award 1995 that would be applicable to the trainee but for this award shall apply unless specifically varied by this award.
- 4.6 A trainee who fails to either complete the traineeship or who cannot, for any reason, be placed in full-time employment with Port Waratah Coal Services Limited on successful completion of that traineeship shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions similar thereto.

5. Wages

- 5.1 The weekly wages payable to trainees shall be as set out in Table 1 - Trainees' Weekly Wage - up to and including 4 June 2004, of Part B, Monetary Rates.
- 5.1.1 For the purpose of this award, these rates are applicable up to and including 4 June 2004.
- 5.1.2 This award will be adjusted by future arbitrated Industrial Relations Commission of New South Wales wage increases as gazetted.
- 5.2 For the purpose of these provisions, "out of school" shall refer only to periods out of school beyond Year 10 and shall be deemed to:
- (a) include any period of schooling beyond Year 10 which was not part or nor contributed to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed.

6. Personal/Carer's Leave

- 6.1 Trainees may use sick leave entitlements accrued after 3 February 1995 to provide care or support for a member of the trainee's family who is ill.

The use of sick leave is subject to the following conditions:

- (a) The production of satisfactory evidence of illness, medical certificate or statutory declaration;
- (b) The trainee must have responsibility for the care of the family member concerned; the "family member" being either:
 - a member of the trainee's household; or
 - a member of the trainee's immediate family (as defined in the *Sex Discrimination Act 1984* (Cth)).

7. Disputes Settlement Procedure

- 7.1 Every endeavour will be made to resolve matters which may arise on the job by consultation between the employer, its employees and their representatives.
- 7.2 Grievances or disputes shall be dealt with in accordance with the following steps:
- (a) In the event of a grievance or dispute arising at work, an employee shall first raise it with the appropriate supervisor.
 - (b) If the matter remains unresolved, the employee shall discuss it with the appropriate supervisor and union delegate/support person.
 - (c) If unresolved at this level, the employee and/or union delegate/support person shall consult with the appropriate department head or, if the department head is absent or unavailable, with the department head's nominated representative; provided that, if the grievance arises on afternoon shift or night shift and is unable to be resolved, it shall be the subject of discussion on the next normal working day, provided always that there is compliance with paragraphs (h) and (i) of this subclause.
 - (d)
 - (i) If a union delegate has been acting in accordance with paragraphs (a), (b) or (c) of this subclause and the matter remains unresolved, the union delegate shall inform an official of the union concerned of the nature of the issue in dispute and discussions shall be held between the appropriate department head and/or the employer's nominated industrial representative and the union official and/or delegate(s). See paragraph (g) of this subclause for timeframe.
 - (ii) If the matter remains unresolved and there is no union delegate involved, whether a support person has been involved or not, then the matter shall be referred to the Industrial Relations Commission of New South Wales in accordance with paragraph (f) of this subclause.
 - (e) If the matter remains unresolved, it shall be referred to the State office of the union and discussions shall then be held between the employer's nominated representatives and the representatives of the State office of the union.
 - (f) If agreement has not been reached, the matter shall then be referred to the Industrial Relations Commission of New South Wales by either party.
 - (g) It is agreed that the procedure outlined above shall be implemented as expeditiously as possible and, should any party feel that undue delay is being occasioned at any step in the procedure, it may, with notification to the other party, seek to have the next step in the procedure initiated forthwith.

- (h) Whilst the above procedure is being followed, work shall continue as normal, except where there is an issue where people's health and safety would be threatened if they were to continue to work.
- (i) The status quo before the emergence of the grievance or dispute shall continue whilst the above procedure is being followed. For this purpose, "status quo" means the work procedure and practices in place immediately prior to the change that caused the dispute.
- (j) Where genuine safety issue arises, an employee shall first raise it with the employee's supervisor. The supervisor shall investigate the matter and, if it is considered that the equipment or area concerned is unsafe, all necessary steps will be taken by the supervisor to rectify the unsafe condition. If the supervisor considers the equipment or area concerned is unsafe, arrangements will be made for further discussions to take place, including the employer's OH&S officer or his/her representative as soon as practical, having regard to the requirements of the operation.

8. Area, Incidence and Duration

- 8.1 This award shall be binding upon Port Waratah Coal Services Limited and its employees engaged as trainees (as defined) at the PWCS Carrington and PWCS Kooragang Coal Terminals.
- 8.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Port Waratah Coal Services Limited (Traineeship) (State) Award published 12 April 2002 (332 I.G. 885) and all variations thereof.
- 8.3 The award published 12 April 2002 took effect from the beginning of the first pay period to commence on or after 6 July 2001.
- 8.4 The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 25 October 2004.
- 8.5 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 - Trainees' Weekly Wage - up on and from 4 June 2004

Highest Year of Schooling Completed

	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	231.87	265.50	308.88
Plus 1 year out of school	265.60	308.88	
Plus 2 years out of school	308.88	341.43	
Plus 3 years out of school	341.43	386.98	
Plus 4 years out of school	386.98	434.70	
Plus 5 or more years	434.70		

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.
(1611)

SERIAL C3355

**CROWN EMPLOYEES (MUSEUM OF APPLIED ARTS AND SCIENCES
ELECTRICAL PREPARATORS) AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4574 of 2004)

Before The Honourable Mr Deputy President Harrison

5 October 2004

REVIEWED AWARD

Index

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Intention
5.	Workplace Reform Program
6.	Wage Rates
7.	General Conditions of Employment
8.	Consultative Committee
9.	Grievance and Dispute Handling Procedures
10.	Classification Standards
11.	Anti-Discrimination
12.	Area Incidence and Duration
13.	Savings and Rights

PART B

MONETARY RATES

Table 1 - Rates of Pay

PART A

1. Title

- 1.1 This Award shall be known as the "Crown Employees (Museum of Applied Arts and Sciences Electrical Preparators) Award 2004.

2. Parties

- 2.1 Award has been made between the following parties:

The Public Employment Office

The Museum of Applied Arts and Sciences

Electrical Trades Union of Australia, NSW Branch

3. Definitions

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

"Award" means this Award.

"Operative Date" means the date on which this Award is made by the Industrial Relations 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, 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 Electrical Trades Union of Australia, NSW Branch.

4. Intention

- 4.1 It is intended that this Award will provide wages movements for the staff employed under this award provided by the Crown Employees (Wages Staff) (Rates of Pay) Award 2002 as varied or any replacement award.
- 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. Workplace Reform Program

- 5.1 The parties agree to the implementation of the following workplace reform processes as part of the implementation of this Award:
 - 5.1.1 Overtime: The overtime provisions contained in the Crown Employees (Public Service Conditions of Employment) Award 2002 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) Award 2002, 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, in respect of Excess Fares and Travelling Time and Overtime.
 - 5.1.4 Flexible Working Hours: The Museum of Applied Arts and Sciences Flexible Working Hours Agreement of 1999 shall govern the employees covered under this award in terms of the hours of duty and flexible working hours.

6. Wage Rates

- 6.1 The wage rates paid to staff covered by this Award are specified in Table 1 - Rates of Pay, of Part B, Monetary Rates.

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 thirty-five per week.
- 7.3 All allowances previously paid to staff covered by this Award, including the Licence Allowance, Tool Allowance and Leading Hand Allowance, are to be rolled into salary.
- 7.4 As from the date of effect of this Award, staff covered by this Award shall not be required to provide their own tools.
- 7.5 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.
- 7.6 Subject to a staff member making written authorisation, the Museum of Applied Arts and Sciences 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.
- 7.7 Conditions of employment not regulated by this clause shall be covered by the Crown Employees (Skilled Trades) Award. Any other 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) Award 2002 as varied.
- 7.8 Where there is any inconsistency between this Award, the Crown Employees (Skilled Trades) Award and the Crown Employees (Public Service Conditions of Employment) Award 2002 this Award shall prevail to the extent of the inconsistency.

8. Consultative Committee

- 8.1 The Museum of Applied Arts and Sciences ETU/Management Consultative Committee shall monitor the implementation of this Award and make, during its period of operation, recommendations to the Director of the Museum of Applied Arts and Sciences with regard to any matters regarding the implementation of this Award.
- 8.2 The ETU/Management Consultative Committee 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 ETU/Management Consultative Committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in Clause 9 will be followed.

9. Dispute Resolution Procedures

The aim of this grievance handling and dispute resolution procedure is to encourage the resolution of grievances and/or disputes as quickly as possible within the immediate work context wherever possible. The procedure involves consultation, co-operation and discussion to achieve this aim.

There are 6 steps in the procedure.

At each step, all those involved are encouraged to seek advice with regard to the procedure and how to best undertake its various elements. Advice can be sought from appropriate staff, as identified in the Museum's policy and procedures for resolving Grievances and Disputes. The Museum's Grievance Management and Resolution Policy identifies Grievance Contact Officers as a point of contact for a staff member in the resolution of grievances and/or disputes.

9.1 Step 1:

A staff member should identify the work related concern or grievance and, where possible, try to discuss and resolve it with all relevant parties. A Grievance Officer may assist at this stage.

It is recognised that the staff member may wish to exercise the right to consult with, and be accompanied by their union representative, as a designated Grievance Officer. This person or any other designated Grievance Officer may participate in discussions during this or any subsequent stage.

9.2 Step 2:

If the grievance/dispute remains unresolved, the staff member shall discuss the matter with their supervisor. A Grievance Contact Officer may be asked to assist at this stage.

The supervisor shall seek to discuss the matter and assist in its resolution within 7 days.

9.3 Step 3:

If the grievance/dispute remains unresolved after 7 days, or where the staff member is unable to discuss the matter with his/her supervisor, the matter should be referred to the Manager of the Section or the Department Head.

The matter should be addressed and where possible resolved within 7 days.

9.4 Step 4:

Where a grievance or concern remains unresolved or where a staff member is unable to discuss the matter with his/her Section/Department Head, the matter shall be referred to the HR Manager or appropriate Associate Director. A Grievance Contact Officer may also be asked to assist at this stage.

The matter should be addressed within 7 days. Resolution of the matter may vary depending on its complexity. The Associate Director/HR Manager shall seek satisfactory resolution in a timely manner.

9.5 Step 5:

Where a grievance or concern remains unresolved after a reasonable period of time, the matter should be raised with the Director in writing. The staff member may ask a Grievance Contact Officer to assist at this stage. Resolution of the grievance or concern may vary, depending on the complexity of the matter. At this stage all parties will work actively towards resolving the matter expeditiously.

A reasonable timeframe for resolution of a grievance at this stage in the process is 2 to 3 weeks.

9.6 Step 6:

A staff member, their representative or the Director may refer the matter to an external agency to seek assistance in its resolution. These agencies may include the NSW Industrial Relations Commission, the NSW Anti-Discrimination Board or the Public Employment Office. Where possible, external referral shall only occur where the matter has remained unresolved internally.

Note: While the grievance procedure is being followed, normal work shall continue, except where a genuine health and safety issue is involved. Such circumstances may require some interim modification to work practices until the matter is resolved. For further details regarding the operation of the grievance

and dispute resolution procedure, refer to the Museum's policy and procedures for resolving grievances and disputes.

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. Progression in each level is detailed below.
- 10.1.1 Electrical Preparator Grade 1: There are three salary levels for incremental progression. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.
- 10.1.2 Electrical Preparator Grade 2: There is a soft barrier from Grade 1. Progression will be determined by satisfactory attendance after 12 months at the Year 3 level of Grade 1, availability of work at the higher level of duties as specified in the position description and satisfactory performance of the higher level of duties. Approval for progression will be in accordance with the Museum of Applied Arts and Sciences' Delegation Manual. There are 2 salary levels in Grade 2. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.
- 10.1.3 Senior Electrical Preparator: This is a promotional position and there are two levels in this classification. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.

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, age and responsibilities as a carer.
- 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. Area Incidence and Duration

- 12.1 This Award applies to all staff of the Museum of Applied Arts and Sciences who are currently employed in the classifications defined in Part B, Table 1 of the Crown Employees (Skilled Trades) Award.
- 12.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Museum of Applied Arts and Sciences Electrical Preparators) Award 2001 published 17 May 2002 (333 IG 527).
- 12.3 The award published 17 May 2002 took effect on and from 14 December 2001.
- 12.4 The changes to the award to give effect to s19 of the *Industrial Relations Act 1996* and the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales take effect on and from 5 October 2004

13. Savings and Rights

- 13.1 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.
- 13.2 Should there be a variation in respect of the Crown Employees (Skilled Trades) Award or the Crown Employees (Wages Staff) (Rates of Pay) Award 2002 or any award replacing those awards, the staff covered by this Award will maintain the same rates of pay relationship to the classification covered by the Crown Employees (Skilled Trades) Award or the Crown Employees (Wages Staff) (Rates of Pay) Award 2002 either by an application for variation, or by the making of a new Award.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Rates of pay effective 7 July 2003.

	Pay Rates 7.1.03
Electrical Preparator Grade 1	
1st Year	39,292
2nd Year	40,344
3rd Year	41,474

Grade 2	
1st Year	43,044
2nd Year	44,727

Senior Electrical Preparator	
Grade 1	
1st Year	46,570
2nd Year	47,417

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(275)

SERIAL C3346

CROWN EMPLOYEES (TRADES ASSISTANTS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4557 of 2004)

Before The Honourable Mr Deputy President Harrison

5 October 2004

REVIEWED AWARD**Arrangement**

PART A

Clause No.	Subject Matter
1.	Hours - Day Workers
2.	Wages
3.	Mixed Functions
4.	Special Rates
5.	Overtime
6.	Shiftwork
7.	Holidays And Sunday Work
8.	Payment Of Wages
9.	Contract Of Employment
10.	Distant Work
11.	Special Conditions
12.	Hygiene And Safety First-Aid Outfit
13.	Conveniences
14.	Damage To Clothing Or Tools
15.	Special Clothing
16.	Excess Fares And Travelling Time
17.	Expense Related Allowances
18.	Exhibition Of Award
19.	Dispute Resolution Procedures
20.	Family And Community Service/Personal Carer's Leave
21.	Maternity Leave
22.	Anti-Discrimination
23.	Picnic Day
24.	General Leave Conditions And Accident Pay
25.	Union Delegate
26.	Deduction of Union Membership Fees
27.	Area, Incidence And Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

PART A**1. Hours - Day Workers**

- 1.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle.
- 1.2 The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00 a.m. and 6.00 p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.
- 1.3 By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day off.
- 1.4 In the case of Tool Storepersons who are directly associated with class work in the various Technical and Further Education (TAFE) Institutes, the rostered day off shall accumulate and be taken concurrently with recreation leave at a time mutually convenient to the Institute and employee concerned.
- 1.5 Where the fourth Monday or agreed rostered day off falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 1.6 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 1.7 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards a rostered day off for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 1.8 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 5, Overtime, if required by the employer to work on an accrued rostered day off. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 1.9 Where an employee works on his/her rostered day off in accordance with subclause 1.8, the employee may elect, where practicable, to have another day off in substitution before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.
- 1.10 A paid rest period of ten minutes shall be provided between 9 a.m. and 11 a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.

2. Wages

The ordinary rates of pay for employees under this award shall be as set out in Table 1 of Part B of this award. These rates will be adjusted in accordance with variations of the Crown Employees (Public Sector Salaries) Award 2002 or any replacement award.

3. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on higher duties, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift. If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked.

4. Special Rates

In addition to the wages prescribed in clause 2 Wages, the following special rates and allowances shall be paid to employees will be adjusted in accordance with variations of the Crown Employees (Public Sector Salaries) Award 2002 or any replacement award:

- 4.1 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 1 of Part B, Table 2. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.2 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 2 of Part B, Table 2. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.3 Dirty Work - Work which is considered by both a supervisor and worker to be 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 the allowance rate specified in Item 3 of Part B, Table 2.

In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on his/her claim by the employer, industrial officer, manager, superintendent or engineer. A decision shall be given on the worker's claim within twenty-four hours of its 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, industrial officer, manager or engineer, it shall have the right to bring such case before the Industrial Relations Commission of New South Wales.

- 4.4 Height Money - Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 4 of Part B, Table 2. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, 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 employees working on a suitable scaffold erected in accordance with Division 6. Working at Heights of the Occupational Health and Safety Regulation 2001.
- 4.5 Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 5 of Part B, Table 2. In places where the temperature exceeds 54 degrees Celsius such employees shall be paid the allowance rate specified in Item 5 of Part B, Table 2.

Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours' work, without deduction of pay. The work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

- 4.6 Insulation Material - An employee working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material of a like nature is being used in insulating work, shall be paid the allowance rate specified in Item 6 of Part B, Table 2. If the insulating material is silicate, they shall be paid an extra hourly amount also set out in Item 6. This additional allowance shall apply whether the employee is actually handling such material or not, if the insulating material includes granulated cork. The allowance will not be paid for the handling of corkboard or materials contained in unbroken packages.
- 4.7 Smoke-boxes, etc - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while also working inside such boiler, be entitled to a further allowance. The rates for both allowances are specified in Item 7 of Part B, Table 2.
- 4.8 Wet Places -
- (i) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 8 of Part B, Table 2. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.
 - (ii) An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 9 of Part B, Table 2.
 - (iii) An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 10 of Part B, Table 2. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- 4.9 Acid Furnaces, Stills, etc - A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid the allowance rate specified in Item 11 of Part B, Table 2.
- 4.10 Towers Allowance - An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rate specified in Item 12 of Part B, Table 2, for all work above fifteen metres.
- 4.11 Depth Money - An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 13 of Part B, Table 2.
- 4.12 Swing Scaffolds - The allowance rate specified in Item 14 of Part B, Table 2. for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:
- (i) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
 - (ii) 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.

Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 14 of Part B, Table 2.

An employee shall not be required to raise or lower a swing scaffold by themselves.

- 4.13 Septic Tanks - If an employee is required to work in a septic tank in operation he/she shall be paid an additional amount set out in Item 15 of Part B, Table 2 per day or part of a day.
- 4.14 Extra Rate 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.
- 4.15 Rates Not Subject To Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
- 4.16 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 16 of Part B, Table 2.

4.17 Distant Places -

4.17.1 All employees working in districts west and north of and excluding:

- (i) State Highway No. 17 from Tocumwal to Gilgandra;
- (ii) State Highway No. 11 from Gilgandra to Tamworth;
- (iii) Trunk Road No. 63 to 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 allowance rate specified in Item 18 of Part B, Table 2.

4.17.2 All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 18 of Part B, Table 2.

4.17.3 All employees working within the area bounded by and inclusive of:

- (i) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale;
- (ii) on the Snowy Mountain Highway at Adaminaby to Blowering;
- (iii) from Blowering southwest to Welaregang and on the Murray River;
- (iv) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 18 of Part B, Table 2 extra per day or part thereof.

4.18 Applying Obnoxious Substances -

- (i) 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 allowance rate specified in Item 20 of Part B, Table 2.
- (ii) In addition, employees applying such material in buildings, which are normally air-conditioned, shall be paid the allowance rate specified in Item 20 of Part B, Table 2.
- (iii) 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. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.

- (iv) Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 20 of Part B, Table 2.
 - (v) For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- 4.19 Foundry Allowance - Employees, whilst employed in a foundry, shall be paid an allowance as set in item 21 of Part B, Table 2 for each hour worked to compensate for all disagreeable features associated with foundry work. This includes heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise. The allowance herein prescribed shall be in lieu of any payment otherwise due under this clause.
- 4.20 Asbestos Eradication -

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

Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.
All aspects of asbestos eradication work shall be conducted in accordance with the Occupational Health And Safety Regulation 2001.

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 22 of Part B, Table 2. This is in lieu of special rates as prescribed in Clause 4 Special Rates, with the exception of subclauses 4.1 cold places; 4.5 hot places; 4.12 swinging scaffold.

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.

5. Overtime

- 5.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in Clause 1, Hours - Day Workers, for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.
- Except as provided in this subclause or subclause 5.2 of this clause, in computing overtime each day's work shall stand alone.
- 5.2 Rest Period after Overtime: Following completion of overtime, an employee shall either:
- 5.2.1 Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,
 - 5.2.2 If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.
 - 5.2.3 In the case of shift workers, the provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or

- (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (iii) where a shift is worked by arrangement between the employees themselves.

5.3 Call Back -

5.3.1 An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:

- (i) in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours; or
- (ii) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

5.3.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 5.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

5.3.3 If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 22 of Part B, Table 2 and allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

5.4 Saturday Work - Five Day Week -

A day worker on a five-day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 1.10 of Clause 1, Hours - Day Workers.

5.5 Standing By -

An employee required to hold himself/herself in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time he/she is advised of the requirement to stand by. This is subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back.

5.6 Meal Hours - General -

Except as provided in subclause 5.7 of this clause, Meal Hours - Maintenance Employees, Concrete Pours etc., double time rates shall be paid for work done during meal hours and thereafter until a meal break is allowed. An employee shall not be compelled to work for more than six hours without a break for a meal.

5.7 Meal Hours - Maintenance Employees, Concrete Pours, etc -

5.7.1 Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed

to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 5.6 of this clause.

5.7.2 Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

5.8 Tea Money -

Tea Money - An employee required to work overtime shall be paid the amount set out in item 23 of Part B, Table 2 for Meal Allowance after one and a half hours overtime. A further payment as set out in item 23 of Part B, Table 2 for Meal Allowance Each Subsequent Meal shall be made after a further two and a half hours overtime (i.e., after four hours in total) and then for each subsequent period of four hours overtime. 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.

5.9 Transport of Employees -

An employer shall provide transport for an employee where he/she finishes overtime work or a shift not part of their regular roster at a time when reasonable means of transport are not available. If transport is not provided the employee shall be paid at their current rate for the time reasonably occupied in reaching his/her home. This subclause shall not apply to an employee who uses his/her own vehicle to travel to and from his/her place of work.

5.10 Compulsory Overtime -

5.10.1 An employer may direct any employee to work reasonable overtime at overtime rates 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:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (b) any risk to employee'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 by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- (e) any other relevant matter.

5.11 Cribs -

5.11.1 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 1, Hours, Day Workers and Clause 6, Shift Work.

5.11.2 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm without loss of pay.

5.12 Limitation of Overtime -

No employee, including a night shift worker, shall work for more than 16 hours overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

6. Shift Work

6.1 Definitions - For the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

"Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

"Rostered Shift", means a shift of which the employee concerned has had at least forty-eight hours' notice.

6.2 Hours - General -

6.2.1 Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift for every 20-shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.

6.2.2 Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 7, Holidays and Sunday Work, shall be regarded as shifts worked for accrual purposes.

6.2.3 Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rata accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment, on termination.

6.2.4 The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20-shift cycle.

6.2.5 Where an employer, for emergency reasons requires an employee to work on his/her rostered day off, the terms and conditions prescribed in subclauses 1.8 and 1.9 of Clause 1 Hours - Day Workers, shall apply.

6.3 Hours - Continuous Work Shifts - This subclause shall apply to shift workers on continuous work -

6.3.1 The ordinary hours of such shift workers shall not exceed -

- (i) eight in any one day; nor
- (ii) forty-eight in any one week; nor
- (iii) eighty-eight in fourteen consecutive days; nor

(iv) one hundred and fifty two in twenty-eight consecutive days.

6.3.2 Subject to the following conditions such shift workers shall work at such times as the employer may require:

- (i) a shift shall consist of not more than eight hours, inclusive of crib time;
- (ii) except at the regular changeover of shifts an employee shall not be required to work more than one shift in each twenty-four hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

6.4 Hours - Other than Continuous Work - This subclause shall apply to shift workers not on continuous work. The ordinary hours of such shift workers shall not exceed -

6.4.1 forty in any week to be worked in five shifts of eight hours on Monday to Friday, inclusive; or

6.4.2 eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;

6.4.3 one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

6.5 Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

6.6 The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

6.7 Afternoon or Night Shift Allowances - Shift workers whilst on afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who:

- (i) during a period of engagement on shifts, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his/her working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per cent more than his/her ordinary rate for all time worked ordinary working hours on such night shifts.

Notwithstanding anything elsewhere contained in this subclause, employees of the Department of Education and Training who are required to work on an afternoon shift, as defined, on an intermittent basis of from one to five evenings in any week shall be paid 15 per cent more than the ordinary rates for such shift when the shift ceases not later than 9 pm. Where the shift ceases after 9 pm, the employee shall be paid 20 per cent more than the ordinary rates for such shift.

- 6.8 Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 6.7 of this clause.
- 6.9 Overtime - An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.
- 6.10 Sundays and Holidays -
- 6.10.1 Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three-quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one-half.
- 6.10.2 Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 7, Holidays and Sunday Work. Where shifts commence between 11 pm and midnight on a Sunday or a holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where the major portion of shifts falls partly on a holiday, that shift shall be regarded as the holiday shift.

7. Holidays and Sunday Work

- 7.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.
- 7.2 Except as provided in subclause 6.10 Sundays and Holidays of Clause 6, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until relieved from duty.
- 7.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 7.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 7.5 Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

Where public holidays fall on successive days an employee who works on either the day preceding or succeeding the holiday, but not on both, shall be entitled to payment for the holiday closest to the said day. No payment shall be made if the employee has ceased work without permission on either of the said days.

- 7.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, he/she shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 7.7 The provisions of subclause 1.10 of clause 1, Hours - Day Workers, of this award, shall apply to employees working on Sundays and Holidays.

8. Payment of Wages

- 8.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.
- 8.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 8.3 The employer shall not keep more than 3 days pay in hand.
- 8.4 Upon termination of employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed as provided for in Clause 9, Contract of Employment, the employer shall provide all monetary entitlements within 48 hours according to the usual method of payment.

9. Contract of Employment

- 9.1 Weekly Employment - Except as otherwise provided, employment shall be by the week.
- 9.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases the wages shall be paid up to the time of dismissal only.
- 9.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work that the employer cannot reasonably be held responsible for. This is not including time lost for wet weather. Where an employee has given or been given notice in line with subclause 9.2, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

An employee who has given or been given notice in line with this subclause must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be provided by the employee. If no proof is provided, the employee shall be deemed to have abandoned his/her employment, and shall not be entitled to payment for work done within the period of notice.

- 9.4 An employee (other than an employee who has given or received notice in accordance with subclause 9.2 of this clause) not attending for duty shall, except as provided by clause 7, Holidays and Sunday Work, receive no payment for the actual time of such non-attendance.
- 9.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 9.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such.

An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

10. Distant Work

- 10.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence.

This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.

- 10.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.
- 10.3 Return fares and travelling time need not be paid to an employee who:
- (i) leaves their employment of their own free will; or
 - (ii) is discharged for misconduct before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.
- 10.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 23 of Part B, Table 2.
- 10.5 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 25 of Part B, Table 2. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the end of a period of distant work, the allowance shall be all living expenses actually and reasonably incurred but not exceeding the amount as set out in Item 24 of Part B, Table 2.
- 10.6 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.
- 10.7 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 10.5 and 10.6 of this clause shall not apply to the following:

Subclauses 10.5 and 10.6 shall not apply to employees of the Department of Energy, Utilities and Sustainability? Department of Commerce or NSW State Forests in respect of the following work;

Construction and/or maintenance of water supply and sewerage works; roads, bridges, water conservation and irrigation works, harbour and reclamation works or forest works.

For such employees, the employer shall provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle shall be fitted with a bed with mattress. Each cubicle shall have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle shall be furnished with a table or suitable substitute, a seat and a

wardrobe. Each cubicle shall be ceiled and lined and artificial lighting provided. If reasonably required, the employer shall provide a suitable heating appliance for each cubicle.

Provision shall be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees shall also be provided with sufficient facilities to wash their clothes. Sanitary conveniences shall be adequate, sewerage where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences shall have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda shall be constructed in front of each room, except where corridor-type barracks are provided.

The employer shall provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, as varied from time to time, or by any award replacing the said award.

Where the circumstances so require, the employer may, as an alternative provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 25 of Part B, Table 2 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

Leave is reserved to the employers to apply in respect of the standards of accommodation under this subclause.

10.8 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 26 of Part B, Table 2 on each occasion they return home - provided they:

- (i) work as required during the ordinary working hours, and
- (ii) work on the working day both before and after a weekend, and
- (iii) notify the employer no later than the Tuesday of each week, and
- (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 10.7 of this clause, for the day or days on which they are absent.

10.9 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 25 of Part B, Table 2 in lieu of board and lodging being provided by the employer.

10.10 An employee shall be deemed to have returned home at the weekend only if this involves him/her in being absent from their accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.

10.11 The provisions of this clause shall apply wherever the employee is engaged.

10.12 An employee on distant work may return to his/her home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid any fares reasonably incurred in so travelling to his/her home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.

10.13 The employer shall obtain and the applicant shall provide the employer with a statement in writing of his/her usual place of residence.

- 11.14 The employee shall inform his/her employer in writing, of any subsequent change in their usual place of residence.

11. Special Conditions

- 11.1 Employees engaged installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.
- 11.2 All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes. At all times the Occupational Health And Safety Regulation 2001, shall be complied with. Not sure if this covers it only reference I could find to scaffolding was in Clause 58 of the regulation
- 11.3 Employees working in battery room or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the Department of Health for disinfecting clothing, while in use and before being issued to another person.
- 11.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- 11.5 X-ray - an employee working in an infectious area of a hospital or home shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of his employment in such hospital or home, whichever is the sooner.

12. Hygiene and Safety First-Aid Outfit

- 12.1 The employer shall provide and maintain at the place of work an efficient first-aid kit and appliances in line with the provisions of the *Occupational Health and Safety Act 2000* and Occupational Health and Safety Regulation 2001.
- 12.2 In the event of any accident happening to any employee whilst at work or going to or from work where the employee is so seriously injured that they cannot travel by their own means, the employer shall provide transport facilities free of charge to the nearest hospital or doctor.
- 12.3 At a place of work where fifty or more persons are employed, the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, he or she shall be paid an additional rate as set in Item 27 of Table 2, Part B.

13. Conveniences

- 13.1 The employer shall provided on each place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard.
- 13.2 They shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.
- 13.3 The walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.
- 13.4 Each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.

A fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience. The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

- 13.5 The employer shall provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee shall be compensated to the extent of his/her loss.
- 13.6 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer shall provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation shall be not less than .84 square metres to each employee.
- 13.7 At permanent places of work, the employer shall provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of his/her employees.
- 13.8 At meal times and rest periods, boiling water shall be provided by the employer at a location that is reasonably accessible for employees.
- 13.9 The employer shall provide for employees an adequate supply of cool, clean drinking water.

14. Damage to Clothing Or Tools

An employee whose clothing is spoiled by acids or sulphur or other deleterious substance, due to the circumstances of his employment shall be recompensed by his employer to the extent of his/her loss.

15. Special Clothing

- 15.1 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.7 Smoke-boxes, etc., of clause 4 Special Rates.
- 15.2 If, in the course of his/her employment, an employee is required to use muriatic acid he/she shall be provided with protective clothing.
- 15.3 The employer shall supply to employees rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.
- 15.4 When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the New South Wales Department of Health.

16. Excess Fares and Travelling Time

- 16.1 An employee who is required by their employer to work at a job away from their accustomed workshop or depot shall report for work at that job at their usual starting time. For each day spent on such work, employees will be entitled to be paid travelling time where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop or depot.
- 16.2 The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and one-half. The maximum travelling time to be paid for shall be twelve hours out of every twenty-four.

17. Expense Related Allowances

The Expense Related Allowances set out in Table 2, of Part B of this Award (i.e. Meal allowance, Distant work allowances, Camping allowance and Return home at weekend allowance) shall be adjusted in accordance with variations to the Crown Employees (Skilled Trades) Award or any replacement award.

18. Exhibition of Award

An up to date copy of this award shall be posted and kept posted by the employer in a prominent place on the employer's premises that is accessible to all employees.

19. Dispute Resolution Procedures

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following:

19.1 Procedure relating to a grievance of an individual employee:

19.1.1 The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer to discuss the grievance and state the remedy sought.

19.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

19.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

19.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.

19.1.5 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.

19.1.6 The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.

19.2 Procedure for a dispute between an employer and the employees:

19.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

19.2.2 Reasonable time limits must be allowed for discussion at each level of authority.

19.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.

19.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

19.5 Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales by any of the parties.

20. Family and Community Service/Personal Carer's Leave

20.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

- (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 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) 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.

20.2 Family and Community Service Leave

20.2.1 The Chief Executive Officer or Managing Director may grant family and community service leave to an employee:

- (i) for reasons related to the family responsibilities of the employee, or
- (ii) for reasons related to the performance of community service by the employee, or
- (iii) in a case of pressing necessity

Family and Community Service Leave replaces Short leave.

20.2.2 The maximum amount of family and community service leave on full pay that may be granted to an employee is:

- (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
- (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.

20.2.3 Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

20.2.4 Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete "per occasion" basis on the death of a person defined in subclause 19.1.

20.3 Use of sick leave to care for a sick dependant - general -

When family and community service leave, as outlined in subclause 19.2 is exhausted, the sick leave provisions under subclause 19.4 may be used by an employee to care for a sick dependant.

20.4 Use of sick leave to care for a sick dependant - entitlement -

20.4.1 The entitlement to use sick leave in accordance with this clause is subject to:

- (i) the employee being responsible for the care and support of the person concerned, and
- (ii) the person concerned being as defined in subclause 19.1.

20.4.2 An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.

20.4.3 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

20.4.4 In special circumstances, the Chief Executive Officer or Managing Director may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 19.4.3.

20.4.5 If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.

20.4.6 The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.

20.4.7 Wherever practicable, the employee shall give the Chief Executive Officer or Managing Director prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer or Managing Director beforehand, notification should be given by telephone at the first opportunity on the day of absence.

20.4.8 In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

20.5 For persons covered by this award who are employed under the *Technical and Further Education Commission Act 1990*, the provisions of TAFE Determination No. 1 of 1997 - Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Service Entitlements - Non-Teaching/Educational Staff shall apply.

21. Maternity Leave

For employees covered by this award, the following provisions in respect of maternity leave shall apply.

21.1 Employees engaged pursuant to the *Public Sector Employment and Management Act 2002* - see Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Award 2002, or any replacement award.

21.2 Employees engaged under Ministerial authority in Government and quasi-Government bodies shall be regulated by the Government Uniform Leave Conditions.?

- 21.3 Employees engaged pursuant to the *Technical and Further Education Commission Act 1990* - Department of Education and Training/TAFE policies in regard to maternity.

22. Anti-Discrimination

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

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. Picnic Day

- 23.1 The first Monday in December of each year shall be the Union Picnic Day.
- 23.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such day shall be paid at the rate of double time and one-half, for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.
- 23.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.

- 23.4 Where an employer holds a regular picnic for his/her employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- 23.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.
- 23.6 In Departments to which the *Public Sector Employment and Management Act 2002* applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

24. General Leave Conditions and Accident Pay

- 24.1 General leave conditions and accident pay of employees engaged by Government departments under the provisions of the *Public Sector Employment and Management Act 2002* shall be bound by the Public Sector Employment and Management (General) Regulation 1996. For employees employed under the provisions of the *Technical and Further Education Commission Act 1990*, general leave conditions and accident pay will be regulated by Department of Education and Training/TAFE policies on these issues.
- 24.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies shall be regulated by the Government Uniform Leave Conditions.

25. Union Delegate

An employee appointed union delegate in the shop or department in which he/she is employed shall, upon notification, be recognised by the employer as an accredited representative of the Union. The union delegate shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting the employees who are represented by the delegate.

26. Deduction of Union Membership Fees

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

27. Area, Incidence and Duration

- 27.1 This award shall apply to all employees of the classes specified in clause 2, Wages, of this award who are employed in departments to which Schedule 1 of the *Public Sector Employment and Management*

Act 2002 applies; employed under the provisions of the *Technical and Further Education Commission Act 1990* or engaged under Ministerial authority in Government and quasi-government bodies. It shall not apply to those persons employed under the above provisions that are employed in Broken Hill.

- 27.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the reviewed Crown Employees (Trades Assistants) Award published 19 April 2002 (332 I.G. 1019), and all variations thereof.
- 27.3 This award shall take effect from the first pay period on or after 1 January 2002 and shall remain in force for a period of two (2) years.
- 27.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on 5 October 2004.
- 27.5 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Wages

Classification	1/7/03 Per week (\$)
Blacksmith's striker	588.70
Cold saw operator	593.40
Driller (stationary machines)	588.70
Dresser and grinder (portable machines)	599.60
Dresser, shot blast or sand blast-	
(a) who operates from outside a properly enclosed cabin	593.40
(b) other	618.80
Dogman and/or crane chaser	599.00
Forger's assistant	588.70
Fork Lift Driver (TAFE)	634.50
Assistant Furnaceman	593.40
General assistant assisting tradespersons or employed in a metal and/or electrical workshop (TAFE)	588.80
General assistant, other (TAFE)	583.70
General assistant/tool storeperson assisting tradespersons or employed in a metal and/or electrical workshop (less than 20 hpw toolstore duties) (TAFE)	599.00
General assistant/tool storeperson, other (less than 20 hpw toolstore duties) (TAFE)	618.60.
Hammer driver	593.40
Heat treater operative	599.00
Machinist second class (Metal Trades)	624.90
Operator of straight line oxy-acetylene cutting machine	599.00
Pipe fitter	624.90
Rigger and/or splicer (other than construction work)	645.40
Rigger and/or splicer (construction work)	657.30
Spray painter (ironwork) and/or brush hand	599.00
Tool and/or material storeman	618.80
Tool Storeperson (Classroom only, TAFE)	624.90
Trades assistant (Metal Trades)	588.70
Trades assistant (Electrical Trades)	604.60

Trades assistant on Lifts in Dept. of Commerce (Electrical Trades)	624.90
Cupola furnaceman (foundries)	624.90
Trades Assistant	593.40

Notation: Notwithstanding the rates set out above in Table 1, the following rates will apply to the classifications of General assistant, other (TAFE), General assistant/tool storeperson, other (less than 20 hpw toolstore duties) (TAFE) and Tool Storeperson (Classroom only, TAFE) for the period 6 July 2001 to 3 January 2002:

General Assistant, other (TAFE) - \$550.10

General assistant/tool storeperson, other (less than 20 hpw toolstore duties) (TAFE) - \$559.80

Tool Storeperson (Classroom only, TAFE) - \$573.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	As at 4/7 /03 Amount \$
1	4.1	Cold places allowances	0.51 per hour
2	4.2	Confined spaces allowance	0.64 per hour
3	4.3	Dirty work allowance	0.51 per hour
4	4.4	Height money: at a height of 7.5 metres for every additional 3 metres	0.51 per hour 0.13 per hour
5	4.5	Hot places allowance: 46 C - 54 C Above 54 C	0.51 per hour 0.64 per hour
6	4.6	Insulation material allowance: Pumice or other recognised insulator Silicate	0.51 per hour 0.64 per hour
7	4.7	Smoke boxes, etc., allowance: Working on repairs to smoke boxes, furnaces, etc. Working on repairs inside oil-fired boilers	0.34 per hour 1.27 per hour
8	4.8 (i)	Wet places allowances	0.51 per hour
9	4.8 (ii)	Working on a boat or punt	1.97 per day
10	4.8 (iii)	Working knee deep in mud or water	4.02 per day
11	4.9	Acid, furnaces, stills, etc., allowance	2.60 per hour
12	4.10	Towers allowance	0.51 per hour
13	4.11	Depth money	0.51 per hour
14	4.12	Swing scaffolds allowance: First four hours Each hour thereafter Solid plasterers	3.75 fixed rate 0.77 per hour 0.13 per hour
15	4.13	Septic tanks allowance	6.07 per day
16	4.16	Explosive powered tools allowance	1.21 per day
17	4.17	Distant places allowance: Area described in paragraph 4.17.1 Area described in paragraph 4.17.2 Area described in paragraph 4.17.3	0.99 per day 1.61 per day 1.61 per day
19	4.19 (i) 4.19 (ii) 4.19 (iv)	Epoxy materials allowance: Applying to air-conditioned buildings Employees in close proximity	0.64 per hour 0.44 per hour 0.51 per hour
20	4.20	Foundry allowances	0.37 per hour

21	4.21	Asbestos eradication allowance	1.71 per hour
22	5.3	Meal allowance	As at 11/9/04 10.20
		Meal allowance each subsequent meal	8.50

23	10.4	Distant work - Expenses of reaching home and of transporting tools from distant work	16.60 per day
24	10.5	Distant work - Board and lodging allowance	348.10 per week
25	10.7	Camping allowance	20.00 per day
26	10.8	Return home at weekend allowance	28.00 per occasion
27	12.3	First Aid Allowance	As at 4/7/03
			2.23 per day

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1305)

SERIAL C3350**CROWN EMPLOYEES (NSW POLICE SPECIAL CONSTABLES
(SECURITY)) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4560 of 2004)

Before The Honourable Mr Deputy President Harrison

5 October 2004

REVIEWED AWARD**PART A**

Clause No.	Subject Matter
1.	Title
2.	No Further Claims
3.	Definitions
4.	Wages
5.	Wages Sacrifice to Superannuation
6.	Anti-Discrimination
7.	Progression
8.	Future Adjustments
9.	Mixed Functions
10.	Hours
11.	Shift Work Allowance
12.	Saturday and Sunday Work During Ordinary Hours
13.	Flexible Rosters
14.	Night Shifts
15.	Commencing Times
16.	Overtime
17.	Part Time Employment
18.	Casual Employees
19.	Shift Allowances - Part Time and Casual Employees
20.	Volunteer Duty
21.	Leave
22.	Public Holidays
23.	Training and Development
24.	Introduction of New Technology
25.	Introduction of Change
26.	Performance Management
27.	Disputes/Grievance Settlement Procedure
28.	Special Constable (Security) Consultative Committee

29. Uniforms
30. Disciplinary Guidelines
31. Deduction of Union Membership Fees
32. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

1. Title

This award shall be known as the Crown Employees (NSW Police Special Constables (Security)) Award.

2. No Further Claims

It is a condition of this award that the Public Service Association and Professional Officers Association Amalgamated Union of NSW undertakes for the duration of the life of this award not to pursue any extra claims, award or over award, with respect to Special Constables (Security).

3. Definitions

- (a) "Officer" means and includes all persons employed as Special Constables (Security) by NSW Police who, as at 30 July 1997, were occupying one of such positions or who, after that date, were appointed to such a position.
- (b) "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- (c) "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.
- (d) "Promotional position" means the positions of Senior Special Constable (Security).
- (e) "Special Constable (Security)" when used in the appropriate context may refer to all positions of Special Constables (Security) including promotional positions.
- (f) "Part Time Special Constable (Security)" means an officer employed under the provisions of Clause 17 of this award.
- (g) "Casual Special Constable (Security)" means an officer employed under the provisions of Clause 18 of this award.
- (h) "Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- (i) "Award" means the Crown Employees (NSW Police Special Constables (Security)) Award.

4. Wages

Officers covered by this award shall be paid a wage from the first full pay period to commence on or after the 1 January 2000. For the life of this award an officer shall, according to the position held and years of service, be paid a weekly wage of not less than the amounts as set out in Table 1 - Wages, of Part B, Monetary Rates.

5. Wages Sacrifice to Superannuation

- 5.1 Notwithstanding the wages prescribed by clause 4, Wages, of this award, an employee may elect, subject to the agreement of NSW Police, to sacrifice a portion of the wage payable under clause 4 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the wage payable under clause 4 or fifty (50) percent of the currently applicable superannuable wage, whichever is the lesser. In this clause, "superannuable wage" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 5.2 Where the employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- (a) the employee shall be provided with a copy of the signed agreement. The Wage Packaging Agreement may be terminated at any time at the employee's election. The Wage Packaging Agreement ceases on termination of the employee's services with NSW Police.
 - (b) subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (c) 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 an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under clause 4 of this Award in the absence of any wage sacrifice to superannuation made under this Award.
- 5.3 The employee may elect to have the portion of payable wage, which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to NSW Police agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee elects to wage sacrifice in terms of subclause 5.3 above, NSW Police will pay or will arrange to have paid the sacrificed amount into the relevant superannuation fund.
- 5.5 Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*

NSW Police must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 above is included in the employee's superannuable wage which is notified to the New South Wales public sector superannuation trustee corporations.

- 5.6 Where, prior to electing to sacrifice a portion of his/her wage to superannuation, an employee had entered into an agreement with NSW Police to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 above, NSW

Police will continue to base contributions to that fund on the wage payable under clause 4 to the same extent as applied before the employee sacrificed a portion of that wage to superannuation. This clause applies even though the superannuation contributions made by NSW Police may be in excess of superannuation guarantee requirements after the wage sacrifice is implemented.

6. Anti-Discrimination

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.

7. Progression

Progression through the incremental range is dependent upon completion of 12 months satisfactory conduct and service on each step of the scale.

Provided that the first year of service for Special Constables (Security) shall be a probationary period and the officer's conduct and performance shall be subject to review and report at 3 monthly intervals.

The positions of Senior Special Constable (Security) are promotional positions, which will be filled by way of open competitive selection upon the occurrence of a vacancy. The following procedure stipulates the method by which Special Constables (Security) will be appointed to promotional positions and ensures that such appointments are based on merit selection principles.

7.1 Advertisement Action

All promotional positions will be advertised in the Police Weekly. The advertisement will provide the criteria by which culling and selection will be determined.

Advertisements will clearly state the requirements of the positions and will detail essential and desirable qualifications in line with the Position Overview (formerly known as a Statement of Duties and Accountabilities). The content of the advertisement will inform applicants of the skills and abilities

necessary to perform the duties of the position. The closing date for applications will be not less than three weeks following the date of publication.

7.2 Selection Committee

A selection committee of identical composition to that required for any vacant Administrative Officer position in NSW Police, will be established and will assume responsibility for assessing the comparative merit of each applicant and recommending the candidate with the greatest merit.

Merit is decided by reference to the abilities, qualifications, experience, standard of performance and personal qualities of an applicant relative to the position.

7.3 Convenor

A convenor of the selection committee will be nominated. The role of the convenor will include ensuring that no member of the committee has any bias toward any of the applicants, and that the selection process does not involve any unfair questioning or assessment of applicants. The convenor will also undertake the administrative work associated with the selection process.

7.4 Culling of Applications

A cull will be conducted by the Committee based on the content of the advertisement and the Position Overview.

The purpose of the cull is to exclude applicants who on the basis of the application do not demonstrate that they satisfy the essential requirements of the advertisement or who show evidence that their qualifications and experience are not as competitive as other applicants.

7.5 Notice of Interview

Applicants will be given at least 3 clear working days notice of interview. Interviews should be held within 10 working days of the closing date of applications.

7.6 Attendance at Interview

Where an officer is rostered for work at the time of interview they shall be granted special leave without loss of pay to attend. Provided however that where an officer is rostered off duty at the time of the interview then attendance at interview shall be without pay. Every effort shall be made to roster officers on duty to facilitate their attendance at interview.

7.7 Selection Committee Report

The Selection Committee will be required to produce a written report on the selection process specifically detailing reasons for selection and non-selection.

7.8 Approving Officer

The Director, Employee Relations shall under delegation from the Commissioner be the Approving Officer. Notification of successful applicants to promotional positions shall be published at the earliest possible opportunity in the Police Weekly.

7.9 Services Check

A check of the conduct and services of the recommended officer will be made with their supervising officer.

7.10 Right of Appeal

The Parties acknowledge that a right of appeal in relation to promotional positions lies to the Government and Related Employees Appeal Tribunal (GREAT).

8. Future Adjustments

The parties recognise that the wages prescribed in Table 1 - Wages, of Part B, Monetary Rates, establish a wages structure for Special Constables (Security). Should there be a variation to the Crown Employees (Public Sector - Salaries January 2002) Award, or any 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 salary increase from the operative date of the variation of the former award or replacement award.

9. Mixed Functions

Where a Special Constable (Security) is directed to and performs the duties of a promotional position which attracts a higher rate of pay for at least two hours on any day or shift they shall be paid the higher rate for such day or shift; provided that where an officer is engaged in the performance of higher duties for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked. The higher rate applicable shall be that which applies at the first year rate of pay for such promotional positions.

Any officer who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed. There shall be no payment of higher duties allowances arising from the operation of the 38 hour week.

10. Hours

(a) General

10.1 Except as provided in clauses 17 and 18, the ordinary hours of duty for officers shall be an average of 38 per week or 76 per fortnight and shall be worked from Sunday to Saturday inclusive.

The hourly rate for officers shall be calculated on the basis of 1/38th.

10.2 The parties agree that changes may be made in a roster in emergent circumstances with reasonable notice and in any event with notice of at least 24 hours.

(b) 38 Hour Week Operation

10.3 The 38 hour week is to be worked on the basis of a rostered day off per month in each 20 working days. This means that the officer accrues 0.4 of an hour each 8 hour shift towards having the 20th day off with pay.

10.4 In order to meet NSW Police requirements and in the event of unforeseen circumstances arising, the day off may be deferred and taken at a suitable later time. Where there are seasonal or other considerations affecting NSW Police activities, rostered days off may be accrued in order to be taken in some normally less active period related to those considerations.

10.5 All paid ordinary working time and paid leave of absence goes towards the accrual of time for the rostered day off. However, where extended long service leave, sick leave or workers' compensation paid absences occur accrual only applies to the extent necessary to enable the rostered day off immediately following resumption to be allowed.

10.6 Starting and finishing times are to be strictly observed with no afternoon tea break.

10.7 Wages and salaries will be paid into banking or other accounts.

10.8 There shall be no payment of higher duties allowances arising from the rostered day off. There shall be no eligibility for sick leave when on rostered leave arising from the 38 hour week.

10.9 Where loadings are included as part of salary in respect of hours of work no increase in the quantum or percentage of the loading shall occur as a result of the reduction in working hours.

10.10 All restrictive work practices are to be eliminated.

11. Shift Work Allowance

Except as provided for under Clause 19 below, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment from 3.00 pm to 7.00 am Monday to Friday, shall be paid an allowance per week in addition to their ordinary rate of pay in accordance with the rates set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Provided that where an officer is absent on Sick Leave for a Monday to Friday shift, the above allowance shall be reduced by 1/5th for each shift or part of a shift so absent. Except as provided above and in Clause 16 of this award such additional sum shall be part of the ordinary rate of pay for all purposes of the employment.

12. Saturday and Sunday Work During Ordinary Hours

Except as provided for under Clause 19 below, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment on both Saturday and Sunday shall be paid an allowance per week as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, which shall be in addition to their ordinary rate of pay in accordance with the rates contained in this clause. Provided that where an officer is absent on Sick Leave for a Saturday or Sunday shift, the above allowance shall be reduced by one half for each shift or part of a shift so absent. Except as provided above and in Clause 16 of this award such additional sum shall be part of the ordinary rate of pay for all purposes of the employment.

13. Flexible Rosters

Notwithstanding Clause 10 above, the parties agree that where the majority of Special Constables (Security) in a given location or locations agree and the Commander, Security Management Branch agrees; a trial of a flexible roster system may be implemented. Such a trial shall be for a period of up to 6 months in the first instance, following which the parties may agree to the adoption of the flexible roster as an ongoing arrangement.

The conditions of any such trial shall be in accordance with the Parameters for Flexible Rostering, Administrative Officers and Ministerial Employees, Etc., and the Guidelines for the Taking and Recording of Leave, Etc., Administrative Officers and Ministerial Employees, Etc.

14. Night Shifts

Under normal rostering practices Special Constables (Security) shall not be rostered to work more than seven (7) night shifts, (i.e., a full shift commencing at or after 4.00 pm and before 4.00 am), in any period of twenty-one (21) days, except in emergent circumstances as the roster progresses.

Where in emergent circumstances a Special Constable (Security) is required to work more than seven (7) night shifts in any period of twenty-one (21) days, no additional payment will follow.

15. Commencing Times

On the basis of long standing concession and practice, whilst ever standard 8 hour shifts are worked, the commencing times of rostered shifts will generally be 6.30 am, 2.30 pm and 10.30 pm. Provided that no additional penalties shall apply and no overtime is to accrue unless a Special Constable (Security) coming off shift is requested to remain past the usual commencing times of 7.00 am, 3.00 pm and 11.00 pm, respectively. Provided further that where the needs of the work so require, commencing times as appropriate may be required.

16. Overtime

- 16.1 Subject to 16.2 NSW Police may require an employee to work reasonable overtime at overtime rates.
- 16.2 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. What is unreasonable or otherwise will be determined having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- 16.3 With the exception of work performed under the provisions of Clause 20 of this award, all work performed outside the ordinary rostered hours of duty shall be paid as follows:
- (a) For all work performed outside the ordinary rostered hours the rate of pay shall be time and one half for the first two hours and double time thereafter. Provided that in computing overtime each days work shall stand alone.
 - (b) All overtime worked on Sundays shall be paid for at the rate of double time.
 - (c) All overtime worked on a Public Holiday shall be paid for at the rate of double time and one half.
 - (d) Provided that the allowances prescribed in Clauses 11, 12 and 19 of this award shall be disregarded in computing payments for overtime worked.
 - (e) Meal Allowance - after working ordinary hours an employee required to work overtime in excess of one hour shall be paid an amount as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for a meal as set out in the said Item 3 for a subsequent meal after the officer has worked a further 4 hours overtime, unless notice of work has been given to such officer on or before the termination of the previous shift or day worked as the case may be.

17. Part Time Employment

- 17.1 The parties agree that Special Constables (Security) may be employed on a part time basis for a period less than 38 hours in any one week.

While 10 hours a fortnight is generally to be regarded as a reasonable minimum, the Commissioner may approve a lesser minimum where there is a necessity for the employee to work fewer but regular hours.

17.2

- (a) Part time Special Constables (Security) shall be paid an hourly rate calculated on the following basis:

$$\frac{\text{Weekly Rate}}{38}$$

- (b) Provided that the weekly rate on engagement shall be that applying to a First Year Special Constable (Security) as set out in Table 1 - Salaries, of Part B, Monetary Rates.
 - (c) Provided further that a part time Special Constable (Security) shall be eligible to receive a pro rata (based on hours worked) of the appropriate increment as set out in Table 1 - Salaries, of Part B, Monetary Rates, subject to the completion of each 12 months of satisfactory service.
- 17.3 Shift times for part time employees and the days on which such shifts shall be worked will be set and regular.
- 17.4 Notwithstanding the provisions of subclause 17.3 of this clause, the times and days on which part time employees shall work their hours and shifts may be altered by providing 24 hours notice to facilitate the attendance of Special Constables (Security) where required.
- 17.5 Where a Public Holiday falls on a day on which a part time officer is normally rostered for duty they may be:
- (a) Rostered on duty - and paid at the rate of time and one half (150%) in addition to the rate prescribed in subclause 17.2.
 - (b) Granted the shift free of work - such a shift shall count as one days work for that week but no additional compensation shall apply.
- 17.6 Overtime for part time employees. In the unusual event that overtime is to be worked by a part time employee, the overtime rates prescribed in Clause 16 of this award shall apply.
- (a) Overtime shall only apply to those hours worked in excess of the daily rostered hours but shall only apply in any event after 8 hours has been worked on any one day. For work on days other than the days on which the part time employee was rostered to work their usual hours, the standard hourly rate shall apply to all hours up to 8 per day, after which time overtime rates shall apply. Overtime rates shall also apply for all hours worked in excess of 38 in any rostered week.
 - (b) Provided however that where the parties have agreed to the working of a flexible roster system in line with Clause 13 of this award then overtime shall only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.
- 17.7 Entitlements for part time employees shall be calculated on a pro rata basis.
- 17.8 Part time Special Constables (Security) are remunerated on the basis of a 38 hour per week divisor and thus will not accrue time towards the provision of a rostered day off in every 20 working day cycle in accordance with the 38 hour week agreement applying to full time Special Constables (Security).
- 17.9 The employment of existing full time Special Constables (Security) will not be prejudiced by the employment of any part time Special Constables (Security).
- 17.10 The parties agree to continue discussions regarding the feasibility of implementing a mechanism to facilitate full time Special Constables (Security) having access to part time work.

18. Casual Employees

The parties agree that Special Constables (Security) may be employed on a casual basis.

- 18.1 A Casual Special Constable (Security) shall mean an officer who is engaged and paid as such.
- (a) Casual Special Constables (Security) shall be paid for each hour worked an hourly rate equal to one 38th of the rate applicable to a Special Constable (Security), 1st year of service as set out in Table 1 - Salaries, of Part B, Monetary Rates, plus a loading of 10%.

- (b) A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of Annual Leave.
- (c) A minimum payment of 3 hours at the appropriate rate shall be made for each engagement.
- (d) Overtime - In the unusual event that overtime is worked by a casual officer the overtime rates prescribed in Clause 16 of this award shall apply. Such rates shall be calculated on the rate prescribed in (a) above. Provided that overtime shall only apply to those hours worked in excess of 8 in any one day.

Provided however that where the parties have agreed to the working of a flexible roster system in line with Clause 13 of this award then overtime rates shall only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.

- (e) A casual officer shall be paid for all hours worked and shall not with the exception of (b) above accrue an entitlement to any form of leave.

18.2 The employment of existing full time Special Constables (Security) shall not be prejudiced by the employment of any Casual Special Constable (Security).

18.3 The parties agree that casuals will only be utilised in situations where a commitment to the provision of security services is in place, but the day to day requirements for such services can fluctuate or change at the instigation of the management of any such place where the security is provided, and any such change is beyond the control of the management of the Security Management Branch of the NSW Police or the Special Constables (Security) themselves.

Provided that in any other situation where Special Constables (Security) are generally not available to work required overtime, the services of casuals may be utilised in such circumstances.

19. Shift Allowances, Part Time and Casual Employees

Part time and Casual employees above shall in lieu of the allowances prescribed in Clauses 11 and 12 be paid the following shift loadings for the ordinary hours so worked.

(a) Shifts Monday to Friday

- | | |
|--------------|---|
| 10% loading | (i) A shift commencing at or after 4.00 am and before 6.00 am; or |
| | (ii) A shift commencing at or after 10.00 am and before 1.00 pm. |
| 12½% loading | A shift commencing at or after 1.00 pm and before 4.00 pm. |
| 15% loading | A shift commencing at or after 4.00 pm and before 4.00 am. |

(b) Weekends and Public Holidays

Irrespective of the time a shift commences on a Saturday, Sunday or Public Holiday, the hours worked on an ordinary shift on such days will attract loadings as follows:

- | | |
|--------------|--|
| 50% loading | For all time worked between midnight Friday and midnight Saturday |
| 75% loading | For all time worked between midnight Saturday and midnight Sunday. |
| 150% loading | For all time worked on a Public Holiday. |

- (c) Shift, weekend and public holiday loadings are not cumulative.
- (d) The above loadings shall be disregarded in computing payments for overtime under Clause 16.

20. Volunteer Duty

The parties agree that in situations where casual employees would otherwise be used to meet staffing requirements, full time officers may volunteer to perform additional duty in lieu of such casual engagements. Provided that:

- (a) Officers at or below the rank of Special Constable (Security) First Class who are on rest days or who are available to work extra duty at the completion of a shift or prior to the commencement of a shift may volunteer to perform additional duty as required.
Provided that an officer shall not be eligible to perform additional duty under the terms of this clause, where the performance of such work would prevent them from having a full 8 hours free of duty between their normal rostered shifts.
- (b) When an officer performs additional duty under the provisions of this clause they shall be paid for all hours worked on such duty at the rate of single time.
- (c) An officer performing additional duty under the provisions of this clause shall not be entitled to the provisions of Clauses 11, 12, 16 and 22 of this award for any work so performed.
- (d) Where full time officers volunteer and are available to perform additional duty within the terms of this clause the parties agree that they shall be utilised in preference to casual officers.

The parties further agree that the provisions of this clause are an innovative arrangement, which is implemented for the life of this award.

21. Leave

The Uniform Leave Conditions for Ministerial Employees shall apply provided that full time officers shall be entitled to five (5) weeks recreation leave per annum.

Part time officers engaged under clause 17 and who normally work Monday to Saturday shall receive a pro rata of four (4) weeks recreation leave per annum based on hours worked. Those part time officers who normally work Monday to Sunday and whose services are normally required on public holidays shall receive a pro rata of five (5) weeks recreation leave per annum based on hours worked. Any change to the part time arrangement will result in a change of entitlement.

As a general principle recreation leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each leave year unless insufficient paid leave is available.

22. Public Holidays

Full time Special Constables (Security) shall be paid for Public Holidays as follows:

- (a) Where a Public Holiday occurs on an officers rest day off duty and -
 - (i) they are not required to work on that day, one day extra shall be added to the annual leave of the employee or at the employees election they shall be paid 8 hours ordinary pay in respect of such day;
 - (ii) they are required to work on that day such employee shall be paid double time and one half for such overtime.

- (b) Where a Public Holiday occurs on an officers rostered day on duty they may be -
- (i) required to work - in which case they shall be paid at the rate of time and a half extra calculated on the ordinary base rate of pay or half time extra and be granted one day extra to be added to their annual leave;
 - (ii) granted the shift free of work - such a shift will count as one days work for that week but no additional compensation shall apply.

23. Training and Development

The parties recognise the professional obligations of all Special Constables (Security) to ensure that they remain abreast of changes and developments in the security field as they relate to their duties. To this end NSW Police will provide a comprehensive training program for Special Constables (Security) generally and for those occupying promotional positions.

All officers will be actively encouraged to participate in other staff development courses to improve their own development and individual competencies.

24. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialing of new technology, which may become available to assist in the provision of security services.

25. Introduction of Change

The parties agree to co-operate fully through the Special Constables (Security) Consultative Committee in the implementation and/or trialing of change in respect of the employment or organisation of Special Constables (Security) with the objective of ensuring the most efficient, effective and productive use of resources.

26. Performance Management

The parties agree to the introduction of a performance management system for Special Constables (Security). To this end they commit themselves to hold further discussions in order to have such a system in place within 12 months from the date of this award.

27. Disputes/Grievance Settlement Procedure

The resolution of or settlement of disputes and/or individual grievances of employees arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:

- (a) where a dispute/grievance arises at a particular work location, discussions including the remedy sought shall be held as soon as possible, and in any event within two working days of such notification, between the officer/s concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- (b) failing resolution of the issue further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual employee/s and at their request the local Public Service Association and Professional Officers Association Amalgamated Union of NSW delegate or workplace representative and the Commander, Security Management Branch or nominee.
- (c) if the dispute/grievance remains unresolved the employee/s, local delegate or workplace representative or Commander, Security Management Branch may refer the matter to State Protection Group for discussion between the Commander or delegate and the Public Service Association and Professional Officers Association Amalgamated Union of NSW. Those discussions should take place as soon as possible and in any event within two working days of such referral.

- (d) if the dispute/grievance is not resolved at that stage the matter is to be referred to the Industrial Relations Branch of NSW Police who will assume responsibility for liaising with members of the Senior Executive Service of the NSW Police and the Public Service Association and Professional Officers Association Amalgamated Union of NSW and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought if such is the case.

The matter will only be referred to the Industrial Relations Commission if:

- (1) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (2) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Industrial Relations Branch, or other agreed time frame.

At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.

In cases where a dispute is premised on an issue of safety, consultation between the Association and the Industrial Relations Branch should be expedited. The status quo shall remain until such matter is resolved.

The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.

28. Special Constable (Security) Consultative Committee

It is intended for the purpose of this award to establish a forum within which matters concerning the formation of policy and procedures may be addressed.

The parties agree that members of the Committee should include a representative from the Security Management Branch; State Protection Group, a representative of the Association and one delegate.

This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

29. Uniforms

Suitable uniforms of good quality as approved by the Commissioner of Police shall be provided to all Special Constables (Security) on the following basis:

29.1 Initial Issue Full Time Officers

All full time Special Constables (Security) recruited to the NSW Police shall be issued with the following items of uniform:

MALE OFFICERS

One (1) set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
Two (2) Jumpers
Four (4) Pairs of Trousers

FEMALE OFFICERS

One (1) Set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
Two (2) Jumpers
One (1) Raincoat

Eight (8) Shirts	Four (4) Pairs of Culottes
Two (2) Ties	Two (2) Pairs of Slacks
Two (2) Pairs of Boots	Eight (8) Blouses
One (1) Wide-brimmed Hat	One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat Cover	One (1) Wide-brimmed Hat Cover
One (1) Antron Cap	Two (2) Pairs of Boots
One (1) Raincoat	One (1) Dress Hat

One (1) Cap Cover	One (1) Dress Hat Cover
Seven (7) Pairs of Socks	Two (2) Ties
	Three (3) Pairs of Socks

29.1.1 Annual Issue

All full time male Special Constables (Security) shall be issued in their second and subsequent years of service, with seven (7) pairs of socks. All full time female Special Constables (Security) shall be issued, in their second and subsequent years of service, with three (3) pairs of socks.

29.1.2 Stocking Allowance

All full time female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to that paid to female Police Officers under Clause 6 of the Crown Employees Non Commissioned Police Officers (Uniform) Award.

29.2 Initial Issue Part Time Officers

All part time Special Constables (Security) recruited to the NSW Police shall be issued with the following items of uniform:

MALE OFFICERS

One (1) set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
One (1) Jumper
Two (2) Pairs of Trousers
Four (4) Shirts
Two (2) Ties
Two (2) Pairs of Boots
One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat cover
One (1) Antron Cap
One (1) Raincoat
One (1) Cap Cover
Five (5) Pairs of Socks

FEMALE OFFICERS

One (1) Set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
One (1) Jumper
One (1) Raincoat
Two (2) Pairs of Culottes
One (1) Pair of Slacks
Four (4) Blouses
One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat cover
Two (2) Pairs of Boots
One (1) Dress Hat
One (1) Dress Hat Cover
Two (2) Ties
Two (2) Pairs of Socks

29.2.1 Annual Issue

All part time male Special Constables (Security) shall be issued in their second and subsequent years of service, with five (5) pairs of socks. All part time female Special Constables (Security) shall be issued, in their second and subsequent years of service, with two (2) pairs of socks.

29.2.2 Stocking Allowance

All part time female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under Clause 53(ix) of the Crown Employees (Police Officers - 2003) Award.

29.3 Initial Issue Casual Officers

All casual Special Constables (Security) recruited to the NSW Police shall be issued with the following items of uniform:

MALE OFFICERS

One (1) set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
One (1) Jumper
Two (2) Pairs of Trousers
Three (3) Shirts
One (1) Tie
One (1) Pair of Boots
One (1) Antron Cap
Three (3) Pairs of Socks

FEMALE OFFICERS

One (1) Set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
One (1) Jumper
Two (2) Pairs of Culottes
One (1) Pair of Slacks
Three (3) Blouses
One (1) Pair of Boots
One (1) Dress Hat
One (1) Ties
Two (2) Pairs of Socks

29.3.1 Annual Issue

All casual male Special Constables (Security) shall be issued in their second and subsequent years of service, with three (3) pairs of socks. All casual female Special Constables (Security) shall be issued, in their second and subsequent years of service, with two (2) pairs of socks.

29.3.2 Stocking Allowance

All casual female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under Clause 53(ix) of the Crown Employees (Police Officers - 2003) Award.

29.4 Condemnation

Except for the annual issue of socks, all items of uniform will be replaced on condemnation only.

29.5 Plain Clothes Allowance

Officers who are required to work in plain clothes as a result of the unavailability of uniforms or pregnancy, shall be paid while so required to work an allowance equal to a pro rata (based on days/hours worked in plain clothes) of the allowance prescribed in Clause 53(x) of the Crown Employees (Police Officers - 2003) Award.

Provided that such an allowance shall not be payable prior to the officer receiving the initial issue of clothing provided for in clauses 29.1, 29.2 and 29.3 above.

30. Disciplinary Guidelines

A similar and consistent approach to that outlined in the NSW Police Administrative Officer Discipline Policy Guidelines and Procedures, and the NSW Police Administrative Officer Remedial Performance Program Policy and Procedures, will be applied to Special Constables (Security) employed by NSW Police.

31. Deduction of Union Membership Fees

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

32. Area, Incidence and Duration

- (a) This award shall apply to Special Constables (Security) who are employed by NSW Police as at 30 July 1997 or who are subsequently employed. Except where inconsistent with this award, the provisions of any other existing Determination or Award will continue to apply.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Police Service of New South Wales Special Constables (Security)) Award published 22 March 2002 (332 IG 197) and all variations thereof.
- (c) The award published 22 March 2002 took effect from the beginning of the first full pay period to commence on or after 1 January 2001.
- (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 NSW on 18 December 1998 (308 IG 307) take effect on and from 5 October 2004.
- (e) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Wages

Officers covered by this award shall be paid the rate of pay in accordance with this clause from the beginning of the first full pay period to commence on or after the 1 July 2003, or the date of employment, whichever is the later.

For the life of this award an officer shall according to rank held and years of service be paid a weekly wage of not less than the following:

- (a) Special Constable (Security)

	\$ Per Week Effective from the first full pay period on or after 1.7.2003
1st year of service	634.40
2nd year of service	645.40
3rd year of service and thereafter	657.70

Progression to the 2nd and 3rd year rate shall be dependent upon completion of 12 months satisfactory service at the previous years rate of pay and satisfactory conduct.

(b) Special Constable (Security) First Class

1st year of service and thereafter	\$669.30
------------------------------------	----------

Providing that for progression to the position of Special Constable (Security) First Class the officer has completed 12 months satisfactory service at the 3rd year Special Constable (Security) level and the Commissioner, is of the opinion that, the value of the work performed, the results achieved and the manner in which the duties are performed warrant such progression.

(c) Senior Special Constable (Security)

1st year of service	\$716.30
2nd year of service and thereafter	\$732.10

The parties agree that the positions of Special Constable (Security) First Class and Senior Special Constable (Security) cannot be occupied by part time officers employed under the provisions of Clause 17 of this award.

(d) Special Constable (Security), Field Supervisor

1st year of service	\$819.20
2nd year of service and thereafter	\$836.80

The parties agree that the final numbers and locations of promotional positions is recognised as a management prerogative of the Commissioner of Police.

The parties agree that confirmation of appointment to the rank of Senior Special Constable (Security) shall be subject to the successful completion of an appropriate supervisory course.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 1.7.2003
1	11	Full time Special Constables (Security), Monday to Friday Shift Allowance	43.30 per week
2	12	Full time Special Constables (Security), Saturday and Sunday Shift Allowance	122.40 per week
			Effective from the first full pay period on or after 30.7.1997
3	16(e)	Meal Allowance Subsequent Meal Allowance after further 4 hours overtime	6.00 per meal 5.50 per meal

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1307)

SERIAL C3345

**CROWN EMPLOYEES (NSW POLICE SPECIAL CONSTABLES)
(POLICE BAND) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4559 of 2004)

Before The Honourable Mr Deputy President Harrison

5 October 2004

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	No Further Claims
3.	Definitions
4.	Salaries
5.	Salary Sacrifice to Superannuation
6.	Anti-Discrimination
7.	Progression
8.	Future Adjustments
9.	Higher Duties Allowance
10.	Doubling Allowance
11.	Hours
12.	Meals
13.	Shift Work Allowance
14.	Flexible Rosters
15.	Overtime
16.	Recall to Duty
17.	Penalty Provisions Not Cumulative
18.	Travelling Time
19.	Travelling Allowance
20.	Travelling to Distant Work
21.	Leave
22.	Additional Annual Leave
23.	Public Holidays
24.	Introduction of New Technology
25.	Introduction of Change
26.	Disputes/Grievance Settlement Procedure
27.	Special Constables (Police Band) Consultative Committee
28.	Public Interest

- 29. Disciplinary Guidelines
- 30. Deduction of Union Membership Fees
- 31. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

1. Title

This award shall be known as the Crown Employees (NSW Police Special Constables (Police Band) Award.

2. No Further Claims

It is a condition of this award that the Public Service Association and Professional Officers Association Amalgamated Union of NSW undertakes for the duration of the life of this award not to pursue any extra claims, award or over award, with respect to Special Constables (Police Band).

3. Definitions

- (a) "Officer" means and includes all persons employed as Special Constables (Police Band) by NSW Police who, as at 28 July 1997, were occupying one of such positions or who, after that date, are appointed to such a position.
- (b) "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- (c) "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.
- (d) "Promotional position" means the positions of Senior Special Constable (Police Band).
- (e) "Special Constable (Police Band)" when used in the appropriate context may refer to all positions of Special Constables (Police Band) including promotional positions.
- (f) "Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- (g) "Award" means the Crown Employees (NSW Police Special Constables) (Police Band) Award.

4. Salaries

Officers covered by this award shall be paid a salary from the first full pay period to commence on or after the 1 January 2000. For the life of this award an officer shall, according to the position held and years of service, be paid an annual salary of not less than the amounts as set out in Table 1 - Salaries, of Part B, Monetary Rates.

5. Salary Sacrifice to Superannuation

- 5.1 Notwithstanding the salaries prescribed by clause 4, Salaries, of this award, an employee may elect, subject to the agreement of NSW Police, to sacrifice a portion of the salary payable under clause 4 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the salary payable under clause 4 or fifty (50) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means

the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

5.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

- (a) the employee shall be provided with a copy of the signed agreement. The Salary Packaging Agreement may be terminated at any time at the employee's election. The Salary Packaging Agreement ceases on termination of the employee's services with NSW Police;
- (b) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
- (c) 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 an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under clause 4 of this Award in the absence of any salary sacrifice to superannuation made under this Award.

5.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:

- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (b) subject to NSW Police agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

5.4 Where an employee elects to salary sacrifice in terms of subclause 5.3 above, NSW Police will pay or will arrange to have paid the sacrificed amount into the relevant superannuation fund.

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

- (a) the *Police Regulation (Superannuation) Act 1906*;
- (b) the *Superannuation Act 1916*;
- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*

NSW Police must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

5.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with NSW Police to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 above, NSW Police will continue to base contributions to that fund on the salary payable under clause 4 to the same extent as applied before the employee sacrificed a portion of that salary to superannuation. This clause applies even though the superannuation contributions made by NSW Police may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

6. Anti-Discrimination

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.

7. Progression

Progression through the incremental range is dependent upon completion of 12 months satisfactory conduct and service on each step of the scale.

Provided that the first year of service for Special Constables (Police Band) shall be a probationary period and the officers conduct and performance shall be subject to review and report at 3 monthly intervals.

The positions of Senior Special Constable (Police Band) are promotional positions which will be filled by way of open competitive selection upon the occurrence of a vacancy. The following procedure stipulates the method by which Special Constables (Police Band) will be appointed to promotional positions and ensures that such appointments are based on merit selection principles.

7.1 Advertisement Action

All promotional positions will be advertised in the Police Weekly. The advertisement will provide the criteria by which culling and selection will be determined.

Advertisements will clearly state the requirements of the positions and will detail essential and desirable qualifications in line with the Position Overview (formerly known as a Statement of Duties and Accountabilities). The content of the advertisement will inform applicants of the skills and abilities necessary to perform the duties of the position. The closing date for applications will be not less than three weeks following the date of publication.

7.2 Selection Committee

A selection committee of identical composition to that required for any vacant Administrative Officer position in NSW Police, will be established and will assume responsibility for assessing the comparative merit of each applicant and recommending the candidate with the greatest merit.

Merit is decided by reference to the abilities, qualifications, experience, standard of performance and personal qualities of an applicant relative to the position.

7.3 Convenor

A convenor of the selection committee will be nominated. The role of the convenor will include ensuring that no member of the committee has any bias toward any of the applicants, and that the selection process does not involve any unfair questioning or assessment of applicants.

The convenor will also undertake the administrative work associated with the selection process.

7.4 Culling of Applications

A cull will be conducted by the Committee based on the content of the advertisement and the Position Overview.

The purpose of the cull is to exclude applicants who on the basis of the application do not demonstrate that they satisfy the essential requirements of the advertisement or who show evidence that their qualifications and experience are not as competitive as other applicants.

7.5 Notice of Interview

Applicants will be given at least 3 clear working days notice of interview. Interviews should be held within 10 working days of the closing date of applications.

7.6 Attendance at Interview

Where an officer is rostered for work at the time of interview they shall be granted special leave without loss of pay to attend. Provided however that where an officer is rostered off duty at the time of the interview then attendance at interview shall be without pay. Every effort shall be made to roster officers on duty to facilitate their attendance at interview.

7.7 Selection Committee Report

The Selection Committee will be required to produce a written report on the selection process specifically detailing reasons for selection and non-selection.

7.8 Approving Officer

The Director, Employee Relations shall under delegation from the Commissioner be the Approving Officer. Notification of successful applicants to promotional positions shall be published at the earliest possible opportunity in the Police Weekly.

7.9 Services Check

A check of the conduct and services of the recommended officer will be made with their supervising officer.

7.10 Right of Appeal

The parties acknowledge that a right of appeal in relation to promotional positions lies to the Government and Related Employees Appeal Tribunal (GREAT).

8. Future Adjustments

Should there be a variation to the Crown Employees (Public Sector - Salaries January 2002) Award, made 6 December 2001, 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 salary increase, from the operative date of the variation of the former award or replacement award.

9. Higher Duties Allowance

Special Constables (Police Band) who provide relief in positions which attract a higher rate of pay will receive payment of an allowance in compensation for the period of relief provided, subject to the following conditions:

- 9.1 the relieving officer performs all of the duties and assumes all of the responsibilities of the higher position.
- 9.2 the period of relief is not less than 5 consecutive working days in duration.
- 9.3 where an officer performing higher duties is required to work overtime, payment will be made at the higher rate.
- 9.4 the supervising officer will be responsible for substantiating that payment of the allowance is justified.
- 9.5 there shall be no payment of higher duties allowances arising from the operation of the 38 hour week.

10. Doubling Allowance

- 10.1 Officers employed as at the date of this award who have previously been required to "double", on any musical instrument, shall be paid an allowance per annum as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 10.2 Following the commencement of this award, once an officer not covered by subclause 10.1 above has been required to "double", on any musical instrument, they shall be paid an allowance as set out in the said Item 1.
- 10.3 Provided that this allowance shall be disregarded in computing the 10% loading prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and payments for overtime worked.
- 10.4 It is agreed that this allowance shall be subject to variation only to the extent of any variation in the "Doubling" rate prescribed by the Musicians (Live Performance) (State) Consolidated Award from time to time.

11. Hours

(a) General

- 11.1 Except as provided in clause 14, the ordinary hours of duty for officers shall be an average of 38 per week or 76 per fortnight and shall be worked from Sunday to Saturday inclusive.

The hourly rate for officers shall be calculated on the basis of 1/38th.

- 11.2 Ordinary hours shall not exceed 8 per day and shall be worked continuously from starting time except as provided in clause 12. Officers shall not be rostered to work broken shifts except in the public interest or on reasonable request by the Commander, NSW Police Band.
- 11.3 Rostered shifts of 8 hours may be arranged on the basis of 5 rostered shifts and 2 rest days in any period of a week or 10 rostered shifts and 4 rest days in any period of 2 weeks. An officer's roster shall be arranged, as far as practicable, to allow 1 rest day on each alternate Sunday with 2 rest days comprising 1 weekend in 4.
- 11.4 The parties agree that changes may be made in a roster in emergent circumstances with reasonable notice and in any event with notice of at least 24 hours.

(b) 38 Hour Week Operation

- 11.5 The hours of duty shall be an average of 38 per week on the basis of accruing 1 day off per 20 day cycle to be taken as a block of days except where a rostered day off may be taken at the discretion of the Commissioner of Police.
- 11.6 The maximum accrual of days off shall be 12 working days per annum on the basis of no accrual of the 13th day during the first 4 weeks of annual leave. In order to meet NSW Police requirements and in the event of unforeseen circumstances arising, the day off may be deferred and taken at a suitable later time.
- 11.7 All paid ordinary working time and paid leave of absence goes towards the accrual of time for the rostered day off. However, where extended long service, sick leave or workers' compensation paid absences occur accrual only applies to the extent necessary to enable the rostered day off immediately following resumption to be allowed.
- 11.8 There will be mutual co-operation at all levels to ensure that the efficiency of the Band is maintained at the pre-existing standards without additional overtime being worked.
- 11.9 There shall be no payment of higher duties allowances arising from the rostered day off. There shall be no eligibility for sick leave when on rostered leave arising from the 38 hour week.
- 11.10 Wages and salaries will be paid into banking or other accounts.
- 11.11 All restrictive work practices are to be eliminated.

12. Meals

- 12.1 An officer shall be allowed an unbroken period of not less than 30 minutes in the aggregate each shift for meals. Such time shall not be counted as time worked.
- 12.2 An officer shall not normally be required to work for more than 5 hours without a meal break.
- 12.3 An officer who actually incurs expense in purchasing a meal and has worked more than 8½ hours shall be entitled to be compensated at the rates for the payment of meal allowances prescribed from time to time by NSW Police. Provided that where actual expenditure exceeds the rates prescribed an officer shall be entitled to a refund of amounts actually and reasonably incurred upon production of receipts.

13. Shift Work Allowance

- 13.1 An officer who works the full shift of not less than 8 hours shall be paid, in addition for each shift actually worked, a shift allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 13.2 It is agreed that shift allowances shall be subject to variation only to the extent of any variation in the same rate prescribed by the Crown Employees (Police Officers - 2003) Award from time to time.

14. Flexible Rosters

Notwithstanding Clause 11 above the parties agree that where the majority of Special Constables (Police Band) agree and the Commander, NSW Police Band agrees, a trial of a flexible roster system may be implemented. Such a trial shall be for a period of up to 6 months in the first instance, following which the parties may agree to the adoption of the flexible roster as an ongoing arrangement.

The conditions of any such trial shall be in accordance with the Parameters for Flexible Rostering, Administrative Officers and Ministerial Employees, Etc., and the Guidelines for the Taking and Recording of Leave, Etc., Administrative Officers and Ministerial Employees, Etc.

15. Overtime

- 15.1 Subject to 16.2 NSW Police may require an employee to work reasonable overtime at overtime rates.
- 15.2 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. What is unreasonable or otherwise will be determined having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- 15.3 All time worked outside the ordinary hours of work prescribed by clause 11, shall be paid at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that an officer who works overtime on a public holiday as prescribed in clause 23, shall be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided in this subclause, in computing overtime, each days work shall stand-alone.
- 15.4 Overtime shall be calculated to the nearest quarter hour provided that periods of less than a quarter hour shall not be counted.
- 15.5 Overtime shall be calculated on an hourly rate of pay of the annual salary. In this regard the 10% loading is not part of annual salary and shall not be taken into account when calculating payment of overtime.
- 15.6 Time spent travelling shall not be calculated as overtime.
- 15.7 Approval to work overtime shall be obtained from the Commander, NSW Police Band.
- 15.8 Where two or more periods of overtime are worked on one day, then only the time actually worked shall count for the determination of the commencement of the payment of double time.
- 15.9 An officer may elect, subject to the convenience of the employer, to take time off in lieu of the payment of overtime.

16. Recall to Duty

- 16.1 "Recall to duty" is the interference with the period of time off work between the arrival of an officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for an officer to perform duty.
- A recall to duty commences when the officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next rostered shift whichever is the sooner.
- 16.2 An officer recalled to duty shall be paid, subject to subclause 15.6 above, for the time worked on such recall to duty between normal rostered shifts a minimum of 3 hours at the overtime rate specified above in subclause 15.1 for each time so recalled, except where such duty is continuous with the commencement of the next rostered shift.
- 16.3 An officer recalled to duty within 3 hours of the commencement of the next rostered shift shall be paid at the appropriate overtime rate from the time of recall to the time of the commencement of such shift.

- 16.4 The minimum period for the payment of overtime worked specified above in subclause 15.2 shall not apply to entitlements under this clause.
- 16.5 An officer who performs the duty for which recalled within the minimum period of 3 hours shall not be required to undertake any additional duty for the remainder of the 3 hour period.
- 16.6 An officer recalled to duty whose period of duty and travel to and from the place where the duty is performed exceeds 3 hours shall, in addition to payment for the recall to duty, be compensated at the rate specified hereafter for travelling time in clause 18 for any period of travel exceeding 2 hours.
- 16.7 An officer recalled to duty during any period of annual or long service leave may elect to be credited with a full day's leave for each day or part thereof involved in the recall to duty or to be paid a minimum of 8 hours at the rate of time and one half for each such day or part thereof.
- 16.8 Time worked in excess of 8 hours on any recall to duty during annual or long service leave shall be compensated at the rate of double time.
- 16.9 Travelling time incurred in any recall to duty from annual or long service leave which exceed the minimum 8 hours granted under subclause 16.7 hereof shall be compensated at the rate of ordinary time.
- 16.10 An officer recalled to duty on a public holiday shall be paid in accordance with subclause 16.2 hereof.

17. Penalty Provisions Not Cumulative

Where two or more penalty and/or overtime provisions could apply in a particular situation, NSW Police shall pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, shall apply.

18. Travelling Time

- 18.1 Travelling time shall be compensated by the payment of ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 18.2 Travelling time shall mean a period spent in the movement of an officer from one locality to another where the primary objective of the journey is the movement of that officer to the latter locality and no specific task other than travelling is directed in advance to be performed by such officer during that period.

Provided that travelling time will not apply in respect of:

- (i) Any period of travel during the rostered shift of an officer or any period during which overtime accrues.
- (ii) Any period of travel between the home of an officer and place of attachment - provided further that when an officer is directed to perform duty at a location other than at the normal place of attachment, the travelling time to and from that locality which exceeds that taken in travelling between home and the place of attachment shall be compensated in terms of subclause 18.1 hereof.
- (iii) Any period when an officer is travelling by train between the hours of 11 pm and 8 am when sleeping accommodation is provided.
- (iv) Any period of travel by an officer recalled to duty in terms of subclause 16.1 above. Provided that any officer so recalled to duty who resides at such a distance from the place to which recalled that the officer cannot reasonably travel from the place of residence, perform the duty for which recalled and return to the place of residence within the minimum of 3 hours shall be

paid at ordinary time rates for all time spent travelling in connection with such recall in excess of 2 hours.

- (v) Any period between arrival of an officer at the destination or a place en route to the destination where accommodation is provided and departure from the destination or the place en route for the purpose of travelling to the destination or returning to the place of residence or the normal place of attachment.

Provided further that on the day of arrival of an officer at the destination and on the day of departure from the destination for the journey to the place of residence or normal place of attachment the officer will be compensated in terms of subclause 18.1 hereof for one third of the period:

- (i) Between the time of arrival and commencement of duty or rostered shift;
- (ii) Between the time of completion of duty or rostered shift and time of departure.

For the purpose of this subclause, any period between the hours of 6 pm and 8 am during which an employee is provided with accommodation at the destination will be disregarded.

19. Travelling Allowance

Travelling allowance provisions shall be the same as those applying to non-commissioned police officers from time to time.

20. Travelling to Distant Work

- 20.1 Where an officer performs duty at a place other than the normal place of attachment, the time taken travelling to and from such place in excess of normal travelling time between home and the place of attachment shall be compensated by payment at the rate of ordinary time.
- 20.2 An officer so employed shall be entitled to recover from the employer the cost of any fares in excess of those normally incurred in travelling between home and the place of attachment.

21. Leave

The Uniform Leave Conditions for Ministerial Employees shall apply provided that full time officers shall be entitled to 6 weeks (228 hours) recreation leave per annum.

As a general principal recreation leave including additional leave (if applicable) will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each leave year unless insufficient paid leave is available.

22. Additional Annual Leave

Officers shall be entitled to additional annual leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period	Additional Leave
4 - 10	1 additional working day
11 - 17	2 additional working days

18 - 24	3 additional working days
25 - 31	4 additional working days
32 or more	5 additional working days

A qualifying period shall mean the period commencing 12 months from 1 December each year.

23. Public Holidays

- 23.1 An officer required to work on the days on which New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State, shall be paid at the rate of time and one half (i.e., half time in addition to the ordinary rate).
- 23.2 An officer rostered to take a public holiday as a rest day who is subsequently required to work a shift on that public holiday and who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift, shall be paid for the performance of duty on that shift in lieu of being granted an alternate rest day at the overtime rate specified above in subclause 15.1.

For the purposes of this clause the ordinary rate excludes the 10% loading as defined in Table 1 - Salaries, of Part B, Monetary Rates.

24. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialing of new technology which may become available to assist in the provision of band services.

25. Introduction of Change

The parties agree to co-operate fully through the Special Constables (Police Band) Consultative Committee in the implementation and/or trialing of change in respect of the employment or organisation of Special Constables (Police Band) with the objective of ensuring the most efficient, effective and productive use of resources.

26. Disputes/Grievance Settlement Procedure

The resolution of or settlement of disputes and/or individual grievances of employees arising throughout the life of this agreement shall be dealt with in the manner prescribed hereunder:

- 26.1 where a dispute/grievance arises at a particular work location, discussions including the remedy sought shall be held as soon as possible, and in any event within two working days of such notification, between the officer/s concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- 26.2 failing resolution of the issue further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual employee/s and at their request the local Public Service Association and the Professional Officers Association Amalgamated Union of NSW delegate or workplace representative and the Commander, NSW Police Band or nominee.
- 26.3 if the dispute/grievance remains unresolved the employee/s, local delegate or workplace representative or Commander, NSW Police Band may refer the matter to the Commander, Police and Community Youth Clubs for discussion between the Human Resource Manager or delegate and the Public Service Association and the Professional Officers Association Amalgamated Union of NSW. Those discussions should take place as soon as possible and in any event within two working days of such referral.

26.4 if the dispute is not resolved at that stage the matter is to be referred to the Industrial Relations Branch of NSW Police who will assume responsibility for liaising with members of the Senior Executive Service of NSW Police and the Public Service Association and Professional Officers Association Amalgamated Union of NSW and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought if such is the case.

The matter will only be referred to the Industrial Relations Commission of NSW if:

- (i) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (ii) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Industrial Relations Branch, or other agreed time frame.

At no stage during a dispute that specifically relates to any industrial agreement in force may any stoppage of work occur or any form of ban or limitation be imposed.

In cases where a dispute is premised on an issue of safety, consultation between the Association and the Industrial Relations Branch should be expedited. The status quo shall remain until such matter is resolved.

The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.

27. Special Constables (Police Band) Consultative Committee

It is intended for the purpose of this agreement to establish a forum within which matters concerning the formation of policy and procedures may be addressed.

The parties agree that members of the Committee should include 3 representatives from NSW Police (one being the Commander, NSW Police Band or nominee, the second being a further nominee of the Commander, NSW Police Band, and the third being a nominee of the Commander, Police and Community Youth Clubs); a representative of the Association and 2 delegates.

This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

28. Public Interest

The parties agree that any provision of this Award may be suspended by the Commissioner of Police where emergency circumstances or the public interest require that they be varied temporarily.

The Commissioner of Police reserves the right to apply to vary, after first consulting with the Association, any of the provisions of the Award which the Commissioner considers are no longer appropriate when regard is had to similar provisions then applying to non commissioned police officers.

29. Disciplinary Guidelines

A similar and consistent approach to that outlined in the NSW Police Administrative Officer Discipline Policy Guidelines and Procedures, and the NSW Police Administrative Officer Remedial Performance Program Policy and Procedures, will be applied to Special Constables (Police Band) employed by NSW Police.

30. Deduction of Union Membership Fees

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

31. Area, Incidence and Duration

- (a) This award shall apply to Special Constables (Police Band) who are employed by NSW Police as at 28 July 1997 or who are subsequently employed. Except where inconsistent with this award, the provisions of any other existing Determination or Award will continue to apply.
- (b) This award rescinds and replaces the Crown Employees (Police Service of New South Wales Special Constables) (Police Band) Award published 5 April 2002 (332 IG 631) as varied.
- (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 18 December 1998 (308 IG 307) and take effect on 5 October 2004.
- (d) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

In addition to the salaries prescribed in Column 1, officers shall be paid a loading in accordance with Column 2 for work performed on weekends and other incidents of employment not otherwise provided for elsewhere in this award.

- (a) Special Constable (Police Band)

			\$ per annum Effective from the first full pay period on or after 1.7.2003
	Column 1 Base	Column 2 Loading	Column 3 Total

	\$	(10%) \$	\$
1st year of service	37,949	3,795	41,744
2nd year of service	38,627	3,863	42,490
3rd year of service	39,292	3,929	43,221
4th year of service	40,012	4,001	44,013
5th year of service	41,895	4,190	46,085
6th year of service and thereafter	42,623	4,262	46,885

(b) Senior Special Constable (Police Band)

Effective from the first full pay period on or after 1.7.2003

Senior Special Constable (Police Band)	Column 1 Base Per annum \$	Column 2 Loading (10%) Per annum \$	Column 3 Base Total Per annum \$
1st year of service and thereafter	44,227	4,423	48,650

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 17.9.1998
1	10	Doubling Allowance	678.00 per annum
2	13	Shift Work Allowance -	Effective from the first full pay period on or after 1.7.2004
	Shift	Shift Commencing Time	
	A	At or after 1 pm and before 4 pm	26.91
	B	At or after 4 pm and before 4 am	31.40
	C	At or after 10 am and before 1 pm	17.94
	C	At or after 4 am and before 6 am	17.94

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(013)

SERIAL C3356**CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4567 of 2004)

Before The Honourable Mr Deputy President Harrison

5 October 2004

REVIEWED AWARD**ARRANGEMENT**

Clause No.	Subject Matter
1.	Arrangement
2.	Monetary Rates
3.	Definitions
4.	Contract of Employment
5.	Hours
6.	Rostered Days Off Duty
7.	Rates of Pay
8.	Enterprise Consultation
9.	Additional Rates
10.	Shift Allowances
11.	Saturday and Sunday Work During Ordinary Hours
12.	Payment of Wages
13.	General Conditions
14.	Travelling Time and Expenses
15.	Outside Duties
16.	Lifting of Weights
17.	Sunday Work
18.	Overtime
19.	Call Back
20.	Mixed Functions
21.	Sick Leave
22.	Public Holidays
23.	Recreation Leave
24.	Family and Community Services/Personal Carer's Leave
25.	Maternity Leave
26.	Long Service Leave
27.	Other Forms of Leave
28.	Anti-Discrimination

- 29. Dispute Resolution
- 30. Non-Reduction of Existing Wages
- 31. Exemptions
- 32. Deduction of Union Membership Fees
- 33. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

3. Definitions

(i) Security Officer - Grade 1

Means a person employed in one or more of the following capacities:

- (a) to watch, guard or protect persons and/or premises and/or property,
- (b) to respond to basic fire/security alarms at their designated site,
- (c) to monitor a single closed circuit television unit recording from a stationary camera,
- (d) as an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property and including vehicles carrying loads of any description. This is to ensure that the quantity and description of such goods accords with the requirements of the relevant document and/or gate pass. The employee may also have other duties to perform, including as an area or door attendant or commissionaire in a commercial building;

A security officer Grade 1 may perform incidental duties that need not be of a security nature.

(ii) Security Officer - Grade 2

Means a person who is employed as one of the following:

- (a) A mobile patrol officer. This means an employee who is required to patrol two or more premises in a vehicle. It also includes a security officer who, in order to perform his/her designated duties is required, as an integral part of those duties, to use a motor vehicle, or
- (b) A security officer who, as part of the shift or duty is required to monitor and act upon intrusion, detection equipment or access control equipment terminating in a televised display or computerised print-out;

A security officer Grade 2 may perform incidental duties which need not be of a security nature.

- (c) A caretaker whose presence is required for the protection, good order or convenient use of premises, and/or the cleanliness or upkeep of such, including routine or minor maintenance, but the work is not of a nature that requires a qualified tradesperson. A caretaker may also be required to receive and distribute stores.

(iii) Security Officer - Grade 3

Means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties -

Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of mobile patrol officers and static security officers; operating or monitoring any medium of verbal communication; or

A person, who in addition to performing the duties defined in Grade 2(b), monitors or acts upon integrated intelligent building management systems terminating at a visual display unit or computerised print-out that has the capacity for and requires data input from the security officer.

- (iv) General Services Officer Grade 1 - An employee engaged as a General Service Officer Grade 1 may be required to carry out a range of duties, which may include:

Making and/or serving morning or afternoon teas or lunches or other meals including washing up and other duties in connection with such work. In addition they may undertake a range of routine tasks under close supervision with set instructions, including basic clerical functions.

- (v) General Services Officer Grade 2 - An employee engaged as a General Service Officer Grade 2 may be required to carry out a range of duties, which may include:

Cleaning work of any description or the bringing into or maintaining of premises in a clean condition in Government offices, courthouses, police stations, technical colleges and other Government establishments.

- (vi) General Services Officer Grade 3 - An employee engaged as a General Service Officer Grade 3 may be required to carry out a range of duties which may include but not be limited to any of the following:

- (a) Pick up and delivery of parcels, goods and furniture
- (b) General maintenance of departmental cars and parking areas
- (c) Furniture removal and storage
- (d) Driving of departmental motor vehicles as required including loading and unloading
- (e) Relief security duties
- (f) or clerical functions as required
- (g) or cleaning and gardening as required
- (h) Other duties as required
- (i) Routine or minor maintenance of such a nature so as not to require a qualified tradesperson

- (vii) Weekly Employee means an employee engaged and paid by the week or fortnight, as the case may be.

- (viii) Part-Time Employee means an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees.

- (ix) Casual Employee means an employee engaged and paid as such and who may be employed for a period of not more than ten (10) consecutive working days for each engagement but shall not include an employee required to work a constant number of ordinary hours each week.

- (x) Seven Day Shift Worker: for purposes of this award, a seven day shift worker means an employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays on which the employee may be regularly rostered for work.
- (xi) Day means the period from midnight to midnight.
- (xii) Night Shift means any shift finishing subsequent to midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.
- (xiii) Afternoon Shift means any shift finishing after 6.00 p.m. and at or before midnight.
- (xiv) Early Morning Shift means any shift commencing at or after 5.00 a.m. and before 6.30 a.m.
- (xv) Night Shift, non-rotating means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of the employee's working time off night shift in each roster cycle.
- (xvi) Broken Shifts means the working of two or more shifts per day by an employee within the ordinary hours as specified in subclause (iii) of clause (5), Hours.
- (xvii) Union means The Australian Liquor Hospitality & Miscellaneous Workers Union, New South Wales Branch.

4. Contract of Employment

- (i) Employees under this award shall be engaged either as weekly employees, part-time employees, or casual employees.
- (ii) An employer may direct an employee covered by this award to carry out such duties as are within the limits of the employee's skill, competence and training.
- (iii) The employer shall clearly display at some place accessible to the employees, the commencing and ceasing time of ordinary hours of work. One week's notice must be given for any change to such hours, otherwise payment of overtime is incurred. Less than one week's notice may be given by mutual agreement between the employer and the employee.
- (iv) The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.
- (v) The employment of a resident Security Officer Grade 2b or 2c (as defined) engaged by the week shall be terminated only by three weeks' notice or by the payment or forfeiture, as the case may be, of three week's wages in lieu thereof.
- (vi) The employment of a casual employee may be terminated by one hour's notice.
- (vii) Notwithstanding the foregoing provisions, the employer may dismiss an employee at any time for misconduct or wilful disobedience and then shall be liable for payment only up to the time of dismissal.
- (viii) Termination of employment by an employer shall not be harsh, unjust, or unreasonable.

For the purposes of this clause termination of employment shall include terminations with or without notice.

Termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute harsh, unjust, or unreasonable termination of employment. This definition, without limiting the above, applies except where a distinction, exclusion, or preference is based on the inherent requirements of a particular position.

- (ix) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer, stating the period of employment and when the employment terminated.
- (x) On the termination of employment an employee shall return to the employer all uniforms, identity cards, vehicles, keys and all other items issued to employees.
- (xi) Mechanisation and Technological Changes - Three months notice of termination of employment must be given to an employee who has been employed for at least twelve months and has had their services terminated on account of the introduction, or proposed introduction, by an employer of mechanisation or technological changes in the industry in which the employer is engaged. This applies notwithstanding the provisions of subclauses (iii) and (iv).
- (xii) If there is a failure to give such notice in full:
 - (a) the employee shall be paid at the rate specified for the employee's ordinary classification set out in Part B, Table 1 of this award, for a period equal to the difference between three months and the period of the notice given; and
 - (b) the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, *Public Sector Employment and Management Act 2002* or any Act, amending or replacing any of those Acts. The right of the employer summarily to dismiss an employee for the reasons specified in subclause (vi), of this clause, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employment.

An employer who gives an employee notice of the termination of employment on grounds as set out in subclause (xi), must within fourteen days thereafter, give notification of the fact in writing to the Industrial Registrar, and the Secretary of The Australian Liquor Hospitality and Miscellaneous Workers' Union of Australia, New South Wales Branch. The employer must state the employee's name, address and usual occupation and the date when the employment terminated in accordance with the notice given.

5. Hours

- (i) Security Officers: (Other than Caretakers)
 - (a) Subject to the provisions of clause 6, Rostered Days Off Duty, ordinary hours of Security Officers shall not exceed one hundred and fifty-two in each roster period of twenty consecutive days. Such hours shall be worked in not more than twenty shifts in each roster period. The shifts shall not be more than eight consecutive hours in duration and only one shift shall be worked in any period of twenty-four hours.
 - (b) Except in the case of change of shifts, notice of which has been given in accordance with subclause (iii), of clause 4, Contract of Employment, of this award, not more than six consecutive shifts in any period of seven consecutive days shall be worked without the payment of overtime.
 - (c) The arrangement of working hours, as set out herein may be altered by agreement between the employer and the union.
 - (d) In all cases shifts shall be continuous and time shall start from the commencement of the shift.
 - (e) After four hours and no later than five hours from the commencement of each shift, a crib time of not less than thirty minutes shall be allowed, where it is reasonably practicable to do so. Time allowed as crib time will be regarded as time worked and shall be paid for as such.

(ii) Caretakers:

- (a) The ordinary working hours, exclusive of meal breaks, shall be an average of 38 per week. The hours shall be worked in shifts of no more than 8 hours duration from Monday to Friday inclusive.

In establishments operating Monday to Sunday the ordinary working hours shall be an average of 38 per week. The hours shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive.

- (b) The employer shall fix the time for working such hours on such days in one, two or three shifts.

(iii) General Service Officers Grade 2 & 3, (Cleaners And Basement Attendants)

The ordinary working hours, exclusive of meal breaks, shall not exceed an average of thirty-eight per week. Such hours shall be worked as follows -

- (a) Day Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday, inclusive. These hours shall be worked on each day in one or two shifts of not more than eight hours total duration. An employee may commence thirty minutes earlier than the normal starting time or the ceasing time may be extended by thirty minutes. This thirty minutes may be divided between the starting and ceasing time if mutually agreed to by the employer and the employee.
- (b) Afternoon Shift Workers: Between 4.00 p.m. and 12 midnight, Monday to Friday, inclusive, to be worked in one shift of no more than eight hours daily.
- (c) Early Morning Shift Workers: Between 5.00 a.m. and 2.00 p.m., Monday to Friday, inclusive, to be worked in one shift daily of no more than eight hours' duration.
- (d) Broken Shift Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday inclusive, to be worked in two shifts daily, subject to the provisions of subclause (a) with respect to alterations in starting and ceasing times.
- (e) Night Shift Workers: Five shifts of not more than eight hours each, between 10.00 p.m. on Sundays and 6.30 a.m. on the succeeding day (Sunday to Friday) or five shifts of not more than eight hours between 6.00 p.m. and 6.30 a.m. on each day, Monday to Saturday, inclusive.
- (f) In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week which shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive. This is subject to the provisions of paragraphs (a), (b), (c),(d) and (e) of this subclause.

(iv) General Services Officer Grade 1

The ordinary working hours, exclusive of meal times, shall not exceed an average of thirty-eight per week or eight per day. Such hours shall be worked in one or two shifts per day between 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week, which shall be worked in one or two shifts per day between 7 a.m. and 6 p.m. from Monday to Sunday inclusive.

(v) Casual Employees

For casual employees the ordinary working hours shall not exceed eight hours on any day or night or shift without the payment of overtime.

(vi) Meal Breaks: (Other than Security Officers)

A meal break of not less than thirty minutes and not more than one hour shall be allowed for a meal. An employee shall not be required to work for more than five hours without a meal break. The provisions of this subclause shall also apply to Caretakers (Security Officer Grade 2).

6. Rostered Days Off Duty

(i) Four-Week Work Cycle - Accrual Provisions:

(a) Shiftworkers - Weekly Employees

Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift during every shift cycle. This shift shall be paid for at the appropriate shift rate as prescribed by clause 9, Shift Allowances, of this award.

(b) Dayworkers - Weekly Employees

The ordinary working hours shall be worked as a twenty-day four-week cycle, Monday to Friday inclusive. The cycle consists of nineteen working days of eight hours each, with 0.4 of one hour on each day worked accruing as an entitlement to take the twentieth day in each cycle as a day off paid for as though worked.

(c) Part-Time Employees

Accrual of rostered day off credits for part-time employees may be accounted for in the calculation of the part-time rates. The rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days actually taken as provided in sub-clause (iii) of this clause.

(ii) Accrual and Paid Leave:

Each day of paid leave taken (excluding long service/extended leave and workers' compensation/accident] leave) and leave without pay during periods of closedowns occurring during any cycle of four weeks, shall be regarded as a day worked for accrual provisions.

(iii) Rostering - Four Week Cycle:

(a) Rostered days off shall be scheduled by mutual agreement between employees and the employer. This does not preclude an individual employee with the employer's agreement, substituting another day for their rostered day off.

(b) Except as provided by paragraph (c) of this subclause, at least four weeks notice shall be given to an employee of the weekday he/she is to be rostered off duty.

(c) In the case of a breakdown of machinery or to meet the requirements of the establishment, the employer may, with the agreement of the majority of employees concerned, substitute another day for the employee's rostered day off.

(d) Under normal conditions, employees on a rostered day off that coincides with a pay day will be paid no later than the working day immediately following pay day.

(e) Rostered days off may accumulate and in the case of school/college locations may be scheduled during vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed between the employer and the employee.

(iv) Rostered Day Off Falling on a Public Holiday:

In the event of an employee's rostered day off falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.

(v) Work on Rostered Day Off Duty:

Subject to subclause (iii), Rostering - Four Week Cycle, of this clause, any employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 17, Overtime, of this Award.

(vi) Sick Leave and Rostered Days Off:

Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.

7. Rates of Pay

Rates of pay and allowances for classifications covered by this Award are provided for by the Crown Employees Wages Staff (Rates of Pay) Award 2002 or any instrument replacing such.

(i) Weekly Employees - A weekly employee shall be paid according to the rate for the classification as set out in Table 1 of Part B of the Award.

(ii) Part-Time Employees -

General Services Officer Grade 2 (Cleaners)

(a) Part-time employees shall be paid at an hourly rate as set out in Table 1 of Part B for all ordinary time worked and for all paid leave.

(b) The part-time rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days as provided for in paragraph (c) of subclause (i) of clause 6, Rostered Days Off Duty.

(c) The hourly rate prescribed by paragraph (a) of this subclause will be adjusted by the percentage movements in the weekly rate for a General Services Officer Grade 2 in subclause (i).

All Other Part time Employees:

(a) For each hour worked during ordinary time, part time employees shall be paid the hourly equivalent of the appropriate weekly rate of pay prescribed by subclause (i) of this clause plus an additional amount of ten per cent.

(b) The hourly equivalent for the purposes of this subclause shall be based on 38 hours where a part-time employee is not accruing credits towards rostered days off but is paid only for hours worked.

(c) The hourly equivalent for the purposes of this subclause shall be based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off as provided for in paragraph (c) of subclause (i) of clause 6 Rostered Days Off Duty.

A minimum payment of three hours shall be made for each start. Part-time cleaners in small locations may be engaged on two hours per start where the total assessed cleaning area is 500

square metres or more, and no less than one hour per shift where the total assessed cleaning area is less than 500 square metres.

(iii) Casual Employees:

(a) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly wage prescribed by this award for the class of work performed, plus 15 per cent.

(b) A minimum payment of four hours shall be made for each start in the case of security officers and three hours for each start in the case of all other employees.

(iv) The hourly rates of pay prescribed in subclause (ii) and (iii) of this clause, shall be calculated to the nearest whole cent.

8 Enterprise Consultation

Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

9. Additional Rates

(i) Leading Hands Allowance:

Employees placed in charge of other employees shall be paid a weekly amount as set out in Item 1 of Table 2 in addition to their ordinary wages.

(ii) Qualification Allowance:

An employee acting as a leading hand or a caretaker who has successfully completed a Cleaning Supervisors' Course or a course deemed by the employer to be of equivalent qualification, shall be paid an additional weekly amount as set out in Item 2 of Table 2. This amount shall be part of the ordinary rate of pay for all award purposes.

(iii) First Aid Allowance:

An employee who is a qualified first-aid attendant and is employed to carry out the duties of a qualified first-aid attendant shall be paid an additional weekly amount as set out in Item 3 of Table 2.

(iv) Boiler Attendant's Certificate

An employee required to hold a Boiler Attendant's Certificate shall be paid a weekly allowance as set out in Item 4 of Table 2 in addition to the ordinary rate of pay.

(v) Refrigeration Driver's Certificate

An employee required to hold a Refrigeration Driver's Certificate of competency, 1st or 2nd Class (Air Conditioning) shall be paid a weekly allowance as set out in Item 5 of Table 2 in addition to the ordinary rate of pay.

(vi) Contingency Allowance:

Employees engaged on any or all of the following duties

- (a) refuse disposal and/or sorting for incinerators and furnaces,
- (b) cleaning of ablution facilities,
- (c) clearing of minor plumbing blockages,

(d) receiving appropriate stores or minor repair of non-electrical equipment,

shall be paid a weekly allowance as set out in Item 6 of Table 2.

(vii) Toilet Allowance:

An employee required to work in toilets, on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitate the employee kneeling shall be paid an additional weekly amount as set out in Item 7 of Table 2.

The cleaning of single sex toilets may be undertaken by both male and female cleaners as long as appropriate steps are taken to ensure that the toilets are not in use at the time of cleaning. Appropriate warning signs are to be supplied by the employer.

The toilet allowance is not applicable for an employee receiving the contingency allowance set out in Item 6 of Table 2.

(viii) Multi-Purpose Machines Allowance:

Employees required to use multi-purpose machines, mobile sweeping machine and other similar mechanical equipment or operate fork lifts shall whilst so employed be paid an additional amount per shift or part thereof as set out in Item 8 of Table 2.

NOTE: A multi-purpose machine is one that performs three or more functions.

(ix) Furniture Removal Allowance:

Cleaners required to be engaged in furniture removal for more than three hours on any day or shift shall be paid an additional allowance per shift as set out in Item 9 of Table 2.

(x) Torches:

Where an employee is required to carry a torch it shall be provided and maintained in full working order by the employer. Employees providing their own torches shall be paid an allowance per shift as set out in Item 10 of Table 2 to cover the replacement of torch globes and batteries.

(xi) Laundry Allowance:

Overalls and coveralls and any uniform where supplied or required to be worn by the employee shall be laundered or dry-cleaned at the employer's expense. In lieu of this, a laundry allowance as set out in Item 11 of Table 2 may be paid for each ordinary shift worked. In the case of security officers this subclause shall apply to shifts worked in accordance with the provisions of clause 5 (i)(b), Hours of this Award.

(xii) Locomotion Allowance:

An employee required by the employer to use a motor cycle or other motor vehicle shall have such vehicle supplied and maintained by the employer. If the employee uses his/her own vehicle they shall be reimbursed each week for each shift worked at the rate set out in Item 12 of Table 2. The employer shall reimburse the employee for the cost of fuel used on the employer's business. In the case of an employee providing a bicycle for use in the employer's business the payment shall be as set out in Item 14 of Table 2 for each shift worked.

The locomotion allowance shall only be paid where the use of a motor vehicle etc. is essential to the performance of an employee's main function.

The locomotion allowance does not apply to caretakers, who are eligible to receive allowances in accordance with Item 13 of Table 2. An employee receiving the locomotion allowance is not eligible to also receive a motor vehicle allowance as set out in Item 13.

(xiii) Motor Vehicle Allowances:

- (a) Employees authorised to use a private motor vehicle in the performance of their duties where no public transport is available, or where the use of public transport is not appropriate for the particular duty concerned, shall be paid additional rates as set out in Item 13 of Table 2.
- (b) The rates contained in paragraph (a) are based on and shall move in accordance with the "Official Business Rate" payable under the provisions of the Crown Employees (Public Service Conditions of Employment) Award, 2002 as varied, or any replacement award.
- (c) Where public transport is available employees may use such transport for approved travel and be reimbursed with the costs incurred.
- (d) Employees may elect to use a private motor vehicle (where the use of such is so authorised) and be paid additional rates as set out in Item 13 of Table 2 up to the cost of the available public transport.
- (e) An employee receiving a motor vehicle allowance pursuant to this subclause shall not also receive a locomotion allowance under Item 12 of Table 2.

10. Shift Allowances

- (i) The following additional allowances for shift work shall be paid to employees other than Caretakers in respect of work performed during ordinary hours of shift as defined in subclauses (xii), (xiii), (xiv), (xv) and (xvi), of clause 3, Definitions, of this award:

	Percentage
Early Morning Shift	10%
Afternoon Shift	15%
Night Shift, rotating with day or afternoon shift	17.5%
Night Shift, non-rotating	30%

- (ii) Caretakers:

The following additional allowances shall be paid per hour:

Between the hours of 9.00 p.m. and midnight -	15%
Between the hours of midnight and 6.00 a.m. -	30%

- (iii) Broken Shifts

- (a) Employees working broken shifts shall be paid an additional daily amount as set out in Item 15 of Table 2 of Part B of the Award for each day so worked.
- (b) Employees working broken shifts shall also be paid a weekly excess fares allowance as set out in Item 15 of Table 2 of Part B of the Award.

NOTE: An employee receiving broken shift allowance under the provisions of this subclause shall not receive the allowances provided for under subclause (i) and (ii) of this clause.

11. Saturday and Sunday Work During Ordinary Hours.

- (i) Employees required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:

Saturday Work	time and one-half
---------------	-------------------

Sunday Work double time

- (ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon, the shift work allowances prescribed in clause 9, Shift Allowances, of this award.
- (iii) For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.

12. Payment of Wages

- (i) All wages shall be paid fortnightly by electronic funds transfer on a Thursday as determined by the employer, and not more than forty-eight hours from the time when such wages become due.
- (ii) Wages may be paid into an employee's bank or other account as specified by the employee. The employer shall specify the day upon which wages shall be paid into such account.
- (iii) An employee kept waiting for wages on a payday shall be deemed to be working during the time kept waiting. When wages are not paid into the employee's bank or other account on the due date, the employee must notify the employer of such. The employer must make every endeavour within two full working days to ensure the appropriate credit is paid into the nominated account, or that the issuing of a cheque for the appropriate amount is undertaken. This provision will not apply where circumstances preventing payment of wages in such a manner is beyond the employer's control.
- (iv) If payment is not made by the end of the two-day period, the employee is entitled to payment at overtime rates for performance of the next full day's work. The provisions set out in subclauses (i) to (iv) do not apply to periods of employment that are less than one full pay period.
- (v) Casual employees shall be paid within one hour of termination of employment. Wages may in some circumstances be paid by cheque.

13. General Conditions

- (i) Security Officers - All Grades
 - (a) Security Licence: A Security Officer required to hold a Class 1 or Class 2 Security Licence pursuant to the provisions of the *Security Industry Act 1997* shall have the cost of such licence reimbursed by the employer. Reimbursement will be made on completion of each twelve months or five years' service, whichever applies to the term of the licence held.
 - (b) Training:

All full-time Security Officers who during their current employment are required to undertake an approved training course nominated by the employer and as required by the provisions of the *Security Industry Act 1997* (and Regulations), shall have the costs of such training courses reimbursed by the employer. This is provided that the undertaking of the said training course is a requirement of the employee's current position.

Reimbursable costs as referred to in paragraph 1(a) of this subclause shall include excess travelling expenses relating to the attendance at the said courses.

Employees shall be granted time off without loss of pay during ordinary hours to attend training courses as referred to in this subclause.

In cases where the courses are to be held outside the rostered shift of the employee required to attend the course, then:

The rostered shift should be altered so that the employee can attend during ordinary working hours; or

For the time spent attending the course, the employee can be granted time off in lieu on an hour for hour basis at a time convenient to the employer; or

The employee shall be paid for attending the course at ordinary time rates without the addition of penalties. Such attendance shall not form part of the employee's ordinary roster for the purpose of clause 5, Hours, of this Award.

- (c) The employee may elect which is the preferred option from the above. The final determination regarding the option to be applied lies with the employer, having regard to the needs of the establishment.

(ii) Security Officer Grade 2(b) and 2(c)

- (a) Where a Security Officer Grade 2b or 2c (as defined) is provided with accommodation, a deduction may be made from the wages for rent, fuel and lighting. The deduction shall not be more than the amount set out in Item 16 of Table 2.
- (b) An employer shall not require a resident Security Officer Grade 2b or 2c to vacate living quarters during annual leave period for use by a relieving caretaker, unless such arrangements are mutually agreed to between the said employee and the relieving employee.
- (c) Removal Expenses on Transfer - See Public Sector Employment and Management Act Regulations. or Uniform Leave Conditions (Ministerial Employees). (not in ULC)

(iii) General

- (a) Accommodation for Meals: Employers shall allow employees to take their meals, crib breaks or tea breaks in a suitable place protected from the weather. Every such employee shall be provided by the employer with adequate facilities for tea making and for heating food.

This provision shall not apply to mobile security officers.

- (b) Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.
- (c) Means of Exit: Provision shall be made for an exit for night employees in case of necessity.
- (d) Protective Clothing: In complying with the *Occupational Health and Safety Act, 2000* the following clothing and equipment will be issued. The clothing shall remain the property of the employer:

Wet weather coat with hood and trousers for employees who are required to work out of doors.

Rubber boots for employees who are required to work in "wet areas", i.e. toilets, ablution blocks and external areas where water is used as part of the cleaning process.

Protective eye wear for employees who are required to empty rubbish tins and tend incinerators, or work in areas where airborne particles are a hazard.

Long rubber gloves when using detergents or similar cleaning chemicals.

Leather gloves for employees who are required to collect rubbish bins, carry refuse and sweep outside areas.

Washable broad brim hats for employees who are required to work out of doors.

- (e) Work Clothing : Clean overalls or wrap-ons, gloves and safety footwear shall be supplied by the employer where they are required in undertaking duties.

14. Travelling Time and Expenses

Where an employee is sent to work at a place other than their employer's recognised place of business, the employer shall pay all travelling time from the place of business to the job. If the employee is required to return the same day to the employer's place of business, the employer shall pay travelling time back to the place of business. An employee sent for duty to a place other than the employee's regular place of duty or required by the employer to attend a court or inquiry in connection with the employee's employment shall be paid reasonable authorised expenses.

15. Outside Duties

All employees covered by this award shall clean outside as required and shall clean above floor or ground level as is safely accessible. Where ladders are used the safety requirements of the *Occupational Health and Safety Act, 2000* must be complied with.

16. Lifting of Weights

An employee shall not be required to lift by hand or carry weights in a manner that does not accord with the provisions of Part 4.4 Manual Handling of the Occupational Health and Safety Regulation 2001.

17. Sunday Work

An employee required to perform work on a Sunday shall be paid at the rate of double time, with a minimum payment of not less than four hours at such rate for each start.

18. Overtime

- (i) For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter. In computing overtime each day's work stands alone. All work performed after 12 noon on Saturday shall be paid for at the rate of double time.
- (ii) Meal Allowance - An employee who works overtime for one or more hours on any day or shift after the fixed ceasing time shall be paid for such day a meal allowance as set out Item 17 of Table 2 - Allowances, of Part B Monetary Rates. This applies unless notice to work has been given to such employee on or before the termination of the previous shift or day, as the case may be.
- (iii) Where overtime or extra shifts are required to be worked, preference shall be given to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.
- (iv) Where an employee is required to work overtime, the minimum break between the finishing of one period of work or shift and the commencement of another, shall be as set out below:
- (a) for shift workers, eight hours, including the normal changeover time if any;
- (b) for day workers, ten hours.

If on the instructions of the employer such an employee resumes or continues work without having the required period off duty, the employee shall be paid at double ordinary time until released from duty. The employee shall be entitled to be absent without loss of pay for ordinary working time occurring during such absence until they have had the required period off duty.

- (v) For the purposes of this clause ordinary hours shall be inclusive of time worked for accrual purposes as provided for by clause 5, Hours.

19. Call Back

An employee who after leaving their place of employment, is required to return to the employer's premises for any reason other than carrying out rostered duties, shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance. This payment shall apply whether the employee was notified before or after leaving the place of employment.

This clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. The employee shall be given at least eight hours off duty, excluding travelling time in excess of thirty minutes and a meal break of thirty minutes, before there is a requirement to resume ordinary hours. An employee requested to resume duty before eight hours' rest is given shall be paid at double ordinary rates until such employee has been relieved from duty for a period of eight hours.

20. Mixed Functions

An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such a day or shift. Where an employee is engaged for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked.

An employee who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed. Any work of less than one week's duration shall be deemed temporary.

This clause shall not apply in situations where the higher duties result from the absence of an employee on a rostered day off.

21. Sick Leave

Employees Engaged Pursuant To The *Public Sector Employment And Management Act 2002*

- (i) All employees shall be entitled to sick leave in accordance with the Public Sector Employment and Management (General) Regulation 1996, which provides for 15 days sick leave per year. Any untaken leave is cumulative. Sick leave on full pay accrues at the beginning of the calendar year. If an employee commences after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
- (ii) An employee absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Department Head in respect of the absence.
- (iii) An employee shall be put on notice in advance if required by the Department Head to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.

TAFE Employees

Employees engaged pursuant to the *Technical and Further Education Commission Act 1990* shall accrue sick leave in accordance with the TAFE NSW Sick Leave policy published in the TAFE Commission Gazette No.32 of 20/08/97.

Ministerial Employees

Employees engaged under Ministerial Authority shall be entitled to sick leave pursuant to Government Uniform Leave Conditions,

22 Public Holidays

- (i) The days on which the following holidays are observed shall be holidays under this Award, namely New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State. The Picnic Day of the Union shall also be observed as an

additional holiday under this Award, to be granted on one of the three working days between Christmas and New Year's Day. The specific date is to be advised to employees prior to December each year.

- (ii) Except as hereinafter provided -
 - (a) Employees on weekly hiring shall be entitled to the above holidays without loss of pay;
 - (b) Employees shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate for all time worked on the above holidays.
- (iii) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of working hours fall on the holiday, in which case all the time worked shall be regarded as holiday work. If the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.
- (iv)
 - (a) Where a holiday occurs on the rostered day off of a seven day shift worker who is not required to work on the day, the employee is entitled to a day's ordinary pay in respect of such day. The employer may, in lieu of the payment of a day's ordinary pay, add a day to the recreation leave credit.
 - (b) Where the worker is required to work on that day, the employer shall pay the employee a day's ordinary pay in respect of such time, plus time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
 - (c) Where the employment of a seven-day shift worker has been terminated and there is an entitlement to payment in lieu of recreation leave with respect to a period of employment, the employee shall also be entitled to an additional payment for each day accrued under this clause at the appropriate ordinary rate of pay. This is provided that payment has not already been made in accordance with paragraph (a), of this subclause.

23. Recreation Leave

- (i) Employees shall be entitled to recreation leave in accordance with the terms of the Public Sector Employment and Management (General) Regulation 1996 and the *Annual Holidays Act 1944* that provides for four weeks annual leave. Employees engaged pursuant to the *Technical and Further Education Commission Act 1990* shall accrue sick recreation leave in accordance with the TAFE NSW Recreation Leave policy published in the TAFE NSW Gazette No.48 of 11/12/91.
- (ii) Caretakers and Seven-Day Shift Workers -
 - (a) In addition to the normal recreation leave provisions, a caretaker or seven-day shift worker, at the end of each year of continuous employment shall be entitled to an additional one week's leave:

If during the year of employment only a portion of it has been served as a caretaker or a seven-day shift worker, the additional leave shall be 3.25 hours for each completed month of employment in those classifications. Where the additional leave is or comprises a fraction of a day, such fraction shall not form part of the leave period and shall be discharged by payment only.
 - (b) Where the employment of a caretaker or seven-day shift worker is terminated and the person thereby becomes entitled to payment in lieu of recreation leave for a period of employment, such person also shall be entitled to an additional payment of 3.25 hours at their ordinary rate of pay for each completed month of service.

- (iii) For the purposes of this clause, a seven-day shift worker means an employee whose ordinary working period includes Sunday and /or holidays on which the employee may be regularly rostered for work.
- (iv) Payment During Annual Leave - As per the provisions of the Public Sector Employment and Management (General) Regulation 1996, the TAFE NSW Recreation Leave policy, or Government Uniform Leave Conditions for Ministerial Employees.

24. Family & Community Services/Personal Carer's Leave

23.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

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

23.2 Family & Community Services Leave

23.2.1 The Chief Executive Officer or Managing Director may grant family and community service leave to an employee:

- (a) for reasons related to the family responsibilities of the employee, or
- (b) for reasons related to the performance of community service by the employee, or
- (c) in a case of pressing necessity

23.2.2 Family and Community Services Leave replaces Short leave.

23.2.3 The maximum amount of family and community services leave on full pay that may be granted to an employee is:

- (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
- (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.

23.2.4 Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

23.2.5 Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in Clause 23.1.

23.3 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in clause 23.2 is exhausted, the sick leave provisions under clause 23.4 may be used by an employee to care for a sick dependant.

23.4 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in clause 23.1
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer or Managing Director may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in Clause 23.4 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer or Managing Director prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer or Managing Director beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

25. Maternity Leave

Employees Covered By The Crown Employees (Public Service Conditions Of Employment) Award 2002

For employees covered by this award, the maternity leave provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied, shall apply.

TAFE Employees

Employees engaged pursuant to the *Technical and Further Education Commission Act 1990* shall be granted maternity leave in accordance with the TAFE NSW Maternity Leave policy published in the TAFE NSW Gazette No.10 of 9/6/04.

26. Long Service Leave

Employees shall be entitled to Long Service Leave in accordance with either the terms of Schedule 3 of the *Public Sector Employment and Management Act 2002*, the TAFE NSW Long Service Leave policy published in the TAFE NSW Gazette No.2 of 16/02/87, or the Government Uniform Leave Conditions for Ministerial Employees.

27. Other Forms of Leave

Other forms of leave may be granted to employees in certain circumstances including Parental leave, Adoption Leave, Jury Service, Attendance at Repatriation Centres on the following basis:

- (a) Employees engaged pursuant to the *Public Sector Employment and Management Act 2002* - see Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Award 2002, or any replacement award.
- (b) Employees engaged pursuant to the *Technical and Further Education Commission Act 1990* - see relevant TAFE NSW Leave and Absence policies .
- (c) Employees engaged under Ministerial authority in Government and quasi-Government bodies shall be regulated by the Government Uniform Leave Conditions.

28. Anti-Discrimination

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

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

(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."

29. Dispute Resolution

Any dispute shall be dealt with in the following manner:

- (i) in the event of a claim, issue or dispute, the employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (ii) Failing agreement, employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the Manager or his/her deputy. The Manager or his/her deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (iii) If no agreement is reached at this stage on the claim, issue or dispute, the matter will be fully reviewed by the Secretary of the union or its representative and senior management. All reasonable steps will be taken to resolve the matter.
- (iv) Failing agreement, the claim, issue or dispute shall be referred to the Industrial Relations Commission of New South Wales for resolution.
- (v) All work shall continue normally while the above procedures are taking place.

30. Non-Reduction of Existing Wages and Conditions

Wages And Conditions

- (i) Employees still in receipt of a 20% part-time loading shall continue to receive such loading under the protection of the *Public Sector Employment and Management Act 2002*.
- (ii) Existing employees as at 31 January 1992 shall not be compelled to work broken shifts or become seven-day shift workers in accordance with the provisions of this award. However, employees engaged after 31 January 1992 may be required to work broken shifts or work ordinary hours over seven days of the week.

31. Exemptions

- (ii) This award shall not apply to persons currently employed in terms of Determination No. 768 of 1982 - Security Officers and Senior Security Officers, Various Departments, made pursuant to Section 130 of the *Public Sector Employment and Management Act 2002* or any variation or replacement thereof.

32. Deduction of Union Membership Fees

- (i) The Union shall provide the employer with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with the Union's rules.

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

33. Area, Incidence and Duration

- 33.1 This award shall apply to all Crown employees employed in the classifications herein pursuant to the *Public Sector Employment and Management Act 2002* or under Ministerial Authority, employees of the Roads and Traffic Authority, employees of the TAFE Commission, excluding the County of Yancowinna, within the jurisdiction of the Security and Cleaning, &c (State) Industrial Committee.
- 33.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Security and General Services) Award published 23 November 2001 (329 IG 727) and all variations thereof.
- 33.3 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 18 December 1998 (308 IG 307) take effect on 5 October 2004.
- 33.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

TABLE 1 - RATES OF PAY

Rates of pay for this award are now contained in the Crown Employees Wages Staff (Rates of Pay) Award 2002.

Classification	Amount per week as at 1.7.03 \$
Security Officer	
Grade 1	571.50
Grade 2	591.40
Grade 3	618.60
General Services Officer	
Grade 1	509.90
Grade 2	553.90

Grade 3	571.50
Part time Employees - General Services Officer Grade 2 (Cleaners)	15.75 per hour ordinary time and for all paid leave

Application to school based employees of Department of Education and Training

Classification	Amount per week as at 1.7.03 \$
Security Officer	
Grade 1	616.00
Grade 2	637.40

Application to employees of New South Wales TAFE Commission

Classification	Amount per week as at 1.7.03 \$
General Services Officer	
Grade 2	596.90

TABLE 2 - ALLOWANCES

Item No.	Clause 8 - Additional Rates	As at 1.7.03 \$
1	(i) Leading Hands Allowance 1 - 5 employees 6 - 10 employees 11-15 employees 16-20 employees over 20 employees - for each employee over 20 an additional 49 cents is paid	24.50 27.80 36.30 41.90 41.90
2	(ii) Qualification allowance	16.50
3	(iii) First Aid Allowance	12.70
4	(iv) Boiler Attendants Certificate	10.80
5	(v) Refrigeration Drivers Certificate	10.80
6	(vi) Contingency Allowance 1 - 10 hours per week 11 to 25 hours per week 26 to 38 hours per week	6.70 10.50 14.00
7	(vii) Toilet Allowance	8.40
8	(viii) Mult-Purpose Machines Allowance - per shift	2.04
9	(ix) Furniture Removal Allowance - per shift	2.03
10	(x) Torches - per shift	0.69
11	(xi) Laundry Allowance - per shift	1.40
12	(xii) Locomotion Allowance - per shift	22.40
13	(xiii) Motor Vehicle Allowance Use of private motor vehicle during work related duties Vehicles under 1600cc Vehicles 1600cc-2700cc Vehicles over 2700cc	Official business rate: Engine Rate per km 0.49 0.69 0.74
14	(xii) Bicycle - per shift	1.75

	Clause 9 (iii)(a)(b) Shift Allowances	As at 1.7.03
15	Broken Shifts Allowance - per day	10.30
	Excess Fares - per week	6.50
	Clause 12 (ii) General Conditions	
16	Accommodation Deduction - per week	12.80
	Clause 17 Overtime	As at 1/1/02
17	Meal Money	8.90

Application to school based employees of Department of Education and Training

Item No.	Clause 8 Additional Rates	As at 1.7.03
(i)	Leading Hands Allowance	
	1-5 employees	26.50
	6-10 employees	30.00
	11-15 employees	39.10
	16-20 employees	45.30
	Over 20 employees - for each employee over 20 an additional 49 cents is paid	45.30
(vi)	Contingency Allowance	
	1-10 hours per week	7.35
	11 to 25 hours per week	11.20
	26 to 38 hours per week	15.10

Application to employees of New South Wales TAFE Commission

Item No.	Clause 8 Additional Rates	As at 1.7.03
(i)	Leading Hands Allowance	
	1-5 employees	26.50
	6-10 employees	30.00
	11-15 employees	39.10
	16-20 employees	45.30
	Over 20 employees - for each employee over 20 an additional 49 cents is paid	45.30
(iii)	First Aid Allowance	13.80
(x)	Laundry Allowance - per shift	1.50

R. W. HARRISON *D.P.*

(1086)

SERIAL C1555

CHICKADEE FOODS PTY LIMITED (LISAROW SITE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Chickadee Foods Pty Limited.

(No. IRC 423 of 2002)

Before Commissioner Patterson

15 February 2002

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Parent Award
4.	Objectives
5.	Labour Hire Employees
6.	Apprentice Employees
7.	Australian Workplace Agreements
8.	Rostered Days Off
9.	Time Off in Lieu of Overtime
10.	Public Holidays
11.	State Personal/Carer's Leave
12.	Compassionate Leave
13.	Unpaid Leave
14.	Sick Leave
15.	Annual Leave
16.	Leave to Attend Union Business
17.	Trade Union Training Leave
18.	Wages
19.	Training
20.	Workplace Change
21.	Redundancy
22.	Superannuation
23.	Salary Sacrifice Superannuation Contributions

24. Occupational Health and Safety
25. Union Recognition
26. Induction of New Employees
27. Right of Entry
28. Disciplinary Policy
29. Dispute Resolution Procedure
30. Security
31. Renegotiation
32. Area, Incidence and Duration
33. Anti-Discrimination

PART B

MONETARY RATES

Table 1 - Rates of Pay

ANNEXURE A

Redundancy Agreement

ANNEXURE B

Drug & Alcohol Policy

1. Title

This award is known as the "Chickadee Foods Pty Limited (Lisarow Site) Award".

2. Parties

The parties to this award are:

Chickadee Foods Pty Limited (ACN 000 508 225) located at Cutrock Road, Lisarow, New South Wales ("the Company")

The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch

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

Electrical Trades Union of Australia, New South Wales Branch

Federated Clerks' Union of Australia, New South Wales Branch

Transport Workers' Union of Australia, New South Wales Branch ("the union").

3. Parent Awards

The parent awards are as follows:

Poultry Industry Preparation (State) Award published 18 October 1991 (265 I.G. 559), as varied;

Clerical and Administrative Employees (State) Award published 14 February 1997 (296 I.G. 619), as varied;

Metal, Engineering and Associated Industries (State) Award published 2 August 1991 (264 I.G. 536), as varied;

Transport Industry - Mixed Enterprises Interim (State) Award published 17 July 1992 (270 I.G. 550), as varied; and

Electricians, &c. (State) Award published 7 August 1992 (270 I.G. 950), as varied.

4. Objectives

The objectives of this award are:

- to achieve improved performance throughout all functional areas of the Company;
- to recognise the contributions of all employees to improvements in productivity and efficiency;
- to provide flexible working conditions in relation to sick leave, overtime and public holidays;
- to adopt a participatory approach to implementing increased and sustained productivity improvements across all functional areas of the Company.

5. Labour Hire Employees

- 5.1 The Company may use labour that is employed by another commercial entity which contracts with the Company to provide labour ("labour hire"); provided that the Company consults with the union prior to appointing labour hire providers.
- 5.2 Subject to satisfactory performance, employees of labour hire companies may be engaged up to a maximum of 24 weeks before being transferred to the Company's employment. This does not apply to members of the casual pool.
- 5.3 Labour hire providers will be contractually bound to apply the wages provided by this award.
- 5.4 The Company will attempt to utilise its own casual employees before engaging labour hire employees.

6. Apprentice Employees

The Company is committed to engaging apprentice employees where it deems it is applicable and appropriate.

7. Australian Workplace Agreements

The Company will not engage employees on Australian Workplace Agreements whose employment is regulated by this award.

8. Rostered Days Off

- 8.1 Subject to subclause 8.3 of this clause, rostered days off ("RDO's") must be taken within one month of the RDO falling due at a time agreed between the Company and the employee.
- 8.2 The taking of RDO's will be determined within each department. Where agreement cannot be reached on the taking of the RDO's, a grievance should be raised in accordance with clause 30, Dispute Resolution Procedure.

- 8.3 At the Company's discretion RDO's may be banked during periods of peak production or high production demands only. Banked RDO's may be taken at a time by agreement between the Company and the employee. In accordance with clause 8.2 of this clause, an employee may not have more than four RDO's banked at any one time.

9. Time Off in Lieu of Overtime

- 9.1 Where an employee performs duty on overtime, the employee may at his/her request and with the agreement of the Company, subsequently be released from duty in ordinary hours, subject to the following conditions:
- (a) The Company will not make the request.
 - (b) The agreement will be in writing and be kept with the time and wages records.
 - (c) Where an employee takes time off in lieu of overtime, it will be paid for at the rate of time and one half.
- 9.2 Payment for time off in lieu of overtime may be made by the Company in the pay period during which the time off is taken.
- 9.3 An employee may not accumulate more than 76 hours of equivalent time off, which will be taken within four weeks of its accrual. Where such time off is not taken, the period(s) of overtime will be paid for in the next relevant pay period at the appropriate overtime rate.

10. Public Holidays

- 10.1 The parties are committed to flexibility in the taking of public holidays designated by the applicable parent award.
- 10.2 All full-time employees will receive the number of public holidays prescribed by the parent award without loss of pay per year. Part-time employees will receive a proportionate number of days depending on their rostered hours.
- 10.3 The Company may reschedule any public holiday to another day, provided that employees are given a paid day off in lieu and the following procedure is followed:
- (a) The Company will notify the union and employees eight weeks prior to a public holiday it wishes to reschedule.
 - (b) If 65% of employees in the work unit(s) affected agree to the re-scheduling, the employer may call for volunteers to work on the day of the public holiday.
 - (c) The Company will not pressure employees to work on the public holiday.
- 10.4 Employees working on a public holiday under subclause 10.3 of this clause are to be paid at ordinary rates for the day. Other employees directed to work on the public holiday will not receive a paid day off in lieu, but are to be paid public holiday rates as provided for in the parent award.

11. State Personal/Carers Leave

11.1 Use of Sick Leave

- 11.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph 11.1.3 of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for by the parent 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.

11.1.2 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.

11.1.3 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 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 basis although not legally married to that person; or

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

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:

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

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

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

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

11.2 Unpaid Leave for Family Purposes

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of persons set out in subparagraph (ii) of paragraph 11.1.3 of subclause 11.1 of this clause who is ill.

11.3 Annual Leave

- 11.3.1 An employee may elect, with the consent of the Company and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods, or part thereof, in any calendar year at a time or times agreed.
- 11.3.2 Access to annual leave, as prescribed in paragraph 11.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 11.3.3 An employee and the Company may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- 11.4 Time Off in Lieu of Payment for Overtime
- 11.4.1 For the purposes only of providing care and support for a person in accordance with subclause 11.1 of this clause and despite the provisions of clause 9, Time Off in Lieu of Overtime, the following provisions will apply:
- 11.4.2 An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within 12 months of the said election.
- 11.4.3 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.
- 11.4.4 If, having elected to take time as leave in accordance with paragraph 11.4.2 of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- 11.4.5 Where no election is made in accordance with the said paragraph 11.4.2, the employee will be paid overtime rates in accordance with the award.
- 11.5 Make-Up Time
- 11.5.1 An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 11.5.2 An employee on shift work may elect, with the consent of the Company, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- 11.6 Rostered Days Off
- 11.6.1 An employee may elect, with the consent of the Company, to take rostered days off (RDO's) at any time other than periods of peak production and subject to the requirements set out in clause 8, Rostered Days Off.
- 11.6.2 An employee may elect, with the consent of the Company, to take RDO's in part-day amounts.
- 11.6.3 An employee may elect to draw from the bank of the RDO's in accordance with clause 8 to take at a time mutually agreed between the Company and the employee, or subject to reasonable notice by the employee or the Company.
- 11.6.4 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.

12. Compassionate Leave

- 12.1 An employee, other than a casual employee, will be entitled to take compassionate leave on each occasion and on the production of satisfactory evidence of the death of a person prescribed for the purposes of State Personal/Carer's Leave clause in subparagraph (ii) of paragraph 11.1.3.
- 12.2 Each situation will be assessed on its merits and the relationship of the employee to the deceased will be the principal consideration in determining the amount of leave granted which will vary from two to five days, provided that for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- 12.3 An employee will not be entitled to compassionate leave if the leave coincides with any other type of paid leave.
- 12.4 Compassionate leave may be taken in conjunction with other leave available under subclauses (11.1,11.2, 11.3, 11.4, 11.5 and 11.6) in the said State Personal/Carer's Leave clause. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

13. Unpaid Leave

- 13.1 Full-time employees may apply for unpaid leave for specified periods only for the purpose of coping with a personal or family matter provided that they may not seek or be engaged in employment during an unpaid leave period.
- 13.2 The Company will require evidence of the reason for the leave prior to the leave being granted.
- 13.3 A period of unpaid leave in accordance with subclause 13.1 of this clause which is in excess of four weeks will not be regarded as service for the purpose of computing sick leave, annual leave or long service leave. Such periods of unpaid leave will not constitute a break in the employee's continuity of service.
- 13.4 Extended periods of unpaid leave will be subject to review by the Company.

14.1 Sick Leave

- 14.1 Employees are required to notify the Company of their absence due to sickness prior to the commencement of rostered work, unless it is impractical to do so.
- 14.2 Employees will be required to provide medical certificates:
 - (a) to the Company on the day before and after a public holiday; or
 - (b) when sick leave is taken on two consecutive days.

A medical certificate may be required for any absence if the employee is counselled under the Company's disciplinary policy and procedure.

- 14.3 Sick leave may accumulate from year to year to a maximum of 30 days' sick leave.
- 14.4 The parties recognise additional sick leave provisions contained within an exchange of letters dated 21 June 1995 and the updated version of 20 December 2001.

15. Annual Leave

- 15.1 Annual leave entitlements will apply in accordance with the applicable provisions of the parent award and the *Annual Holidays Act 1944* (as amended) with the following additional provisions:

- (a) Annual leave may be taken in blocks of five or more days.
 - (b) On reasonable grounds (including as provided in subclause 12.3 of clause 12, Compassionate Leave) and by agreement with the Company, annual leave may be taken as single days.
 - (c) Annual leave must be taken within one and a half years of its accrual.
- 15.2 Employees who have accrued six weeks will be required to take the annual leave by the giving of one month's notice, i.e. annual leave accruals must not exceed six weeks.

16. Leave to Attend Union Business

- 16.1 Leave of absence from work to attend any union business will be allowed by the Company to any employee who is a member of the union, provided fair and reasonable notice is given to the Company.
- 16.2 Provided that such leave will be restricted to one employee at a time, who will be paid for the time he or she is absent from work.

17. Trade Union Training Leave

Employees will be entitled to paid trade union training leave in accordance with the provisions of this clause:

- 17.1 Leave is to be confined to workplace union delegates who have held such or similar positions for a period of not less than three months including broken periods of employment.
- 17.2 Leave is to be confined to five days per year for each employee and is not to be cumulative.
- 17.3 The courses for which leave is granted are those which are conducted by the union (or its agent) and approved by the union and the Company as being relevant to the industry.
- 17.4 The leave will be paid for in accordance with clause 18, Wages, for the relevant skill level.
- 17.5 Applications for leave must be made to the Company three weeks before the course commences.
- 17.6 The granting of leave is subject to the Company being able to make proper staffing arrangements for the relevant period.
- 17.7 The union will nominate no more than five delegates to take leave at the same time.
- 17.8 Leave may only be granted where the courses to be attended are such as to improve the employee's knowledge of industrial relations or related issues.

18. Wages

- 18.1 The weekly wages for work in each skill or classification level are those set out in Table 1 - Wages, of Part B, Monetary Rates.
- 18.2 The wages contained in this award are wages negotiated at the enterprise level and are above rates of pay provided by the relevant parent award. However, if the rates of pay contained in the relevant parent award exceed the rates of pay in this award, this award will be varied to reflect the rates of pay in the parent award.

19. Training

- 19.1 Commitment to Training

The Company is committed to enhancing the skills and capacity of its workforce through the provision of training. The principal objectives of training are to improve efficiency and productivity and to provide employees with opportunities for career development and increased job satisfaction.

19.2 Maintenance Tradesperson Competency Based Structure

In implementing the classification system for maintenance tradespersons, the parties will have reference to the National Metal and Engineering Competency Standards Implementation Guide distributed by the Manufacturing, Engineering and Related Services Industry Training Advisory Body and referred to in the Metal, Engineering and Associated Industries (State) Award.

20. Workplace Change

In order to meet the demands of the competitive nature of the industry, the Company will continue to examine the performance of its business functions.

If the Company is considering changes in the workplace, it is committed to having discussions with the relevant unions and employees concerned prior to any changes being implemented.

Prior to making a definite decision to make changes in the workplace, the Company will consider any alternatives including training to improve performance in particular areas.

21. Redundancy

In the event of a position being made redundant, the parties agree to observe the Redundancy Agreement contained in Annexure A of this award.

22. Superannuation

22.1 The Company will make contributions to complying superannuation funds in accordance with the applicable legislation.

22.2 Company contributions will be made to any of the following complying funds (MLC, Miesf, NRMA, St George and GIO) provided that no employee may have contributions made to more than one fund.

23. Salary Sacrifice Superannuation Contributions

23.1 Objective

The objective of this clause is to enable employees to make pre-tax contributions to complying superannuation funds through a salary sacrifice arrangement.

23.2 Superannuation Guarantee Charge

The Company will continue to make employer contributions to nominated complying superannuation funds in accordance with relevant superannuation guarantee legislation (employer contributions).

23.3 Salary Sacrifice Provisions

23.3.1 An employee may request that the Company make additional contributions to the superannuation fund to which, at the date this award is made, employee contributions are being made on his or her behalf. These contributions are distinct from and in addition to employer contributions as defined at subclause 23.2 of this clause. For the purposes of this clause, these additional contributions will be known as "Salary Sacrifice Contributions".

23.3.2 All arrangements for Salary Sacrifice Contributions are subject to the Company's approval.

- 23.3.3 On each occasion on which the Company makes a Salary Sacrifice Contribution, that employee's gross earnings shall be reduced by an amount equal to the Salary Sacrifice Contribution. For the purpose of this subclause, "occasion" means the calculation and processing of the payroll in accordance with the applicable pay period.
- 23.3.4 No employee may have Salary Sacrifice Contributions at a level in excess of 50% of their pre-Salary Sacrifice Contribution gross weekly all-purpose rate of pay.
- 23.3.5 Employees may arrange to have Salary Sacrifice Contributions made at a set weekly dollar amount.
- 23.3.6 Other than in pressing personal circumstances, an employee may not vary their Salary Sacrifice Contributions more than once per annum.

23.4 Record of Salary Sacrifice Contribution Arrangements

Where an employee elects to enter into a Salary Sacrifice Contribution arrangement, the details of the arrangement will be produced in writing and calculated in accordance with the appropriate form.

23.5 Changes to Applicable Law

In the event that the law governing taxation and superannuation changes in such a way as to render the objective of this clause unattainable or ineffective or, in the opinion of the Company, inappropriate, the Company and the union will review this provision and amend if appropriate.

23.6 Resolution of Disputes and Grievances

Where an employee wishes to raise a grievance in relation to this clause in its operation, he or she shall contact the Company's human resource office.

Any grievance that cannot be resolved at the local level shall be resolved in accordance with clause 29, Dispute Resolution Procedure.

24. Occupational Health and Safety

- 24.1 The Company recognises safety as an integral part of the organisation's business aims and is committed to providing a safe and healthy workplace for all employees and others on site.
- 24.2 The parties agree to adhere to the Company Drug and Alcohol Policy as contained in Annexure B.
- 24.3 The parties are committed to working towards a drug-free workplace and in doing so agree to work with the Occupational Health and Safety Committee in developing and implementing strategies to achieve a drug-free work environment.

25. Union Recognition

- 25.1 The Company recognises the unions outlined in clause 2, Parties, as being the unions that will have exclusive representation of employees in the skills or classification levels covered by this award.
- 25.2 All employees will be given an application form to join the union at the point of recruitment.
- 25.3 The Company will deduct from the wages of each employee who has authorised it membership fees at the amount from time to time decided by the Committee of Management of the union. The Company will forward these deductions to the Secretary of the union.

26. Induction of New Employees

- 26.1 The Company will implement an induction program for all new employees, which will include training on occupational health and safety, workers' compensation and union membership.
- 26.2 The union delegate will be given paid time off to speak to all new employees inducted during the induction process.
- 26.3 The new employees will be paid for attendance, whether during working hours or not.
- 26.4 A suitable training room and facilities will be provided for the purpose of the meeting between new employees and the delegates.
- 26.5 The Company will notify the union office seven days in advance of the meeting taking place and invite an official of the union to attend.

27. Right of Entry

The Company accepts and respects the legitimate role of union organisers to represent the interests of members on site.

The Company expects union organisers to play a constructive role on site and to assist the Company in the detection and correction of issues before they become problems that could affect the business. In the same spirit, the Company will work closely with union organisers ensuring that, where possible, employee and business needs are balanced.

Delegates will advise the main gate and the Company of any visits planned by organisers.

28. Disciplinary Policy

The disciplinary policy is designed to assist the Company in working with employees to resolve circumstances which inhibits the ability of the Company and employees to achieve their goals and objectives. The primary objective of the policy is to improve and maintain workplace and team relationships and assist the employee in reaching an expected standard of performance or conduct.

The parties agree that, subject to the circumstances of each individual matter, the Company Counselling and Disciplinary Policy as varied from time to time, will be followed when dealing with such matters.

29. Dispute Resolution Procedure

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

- (i) Any grievance or dispute which arises will, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the affected employee(s) and the union delegate or, where appropriate, another nominated representative and the employer. Both the employer's industrial relations representative and the employee's union representative may be notified.
- (iii) If no agreement is reached within a reasonable time period, the union Secretary or his/her representative or, where appropriate, a nominated representative, will discuss the matter with the employer's nominated industrial relations representative.
- (iv) Whilst the foregoing procedure is being followed, work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

- (v) Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.
- (vi) The parties will, at all times, confer in good faith and without undue delay.
- (vii) During the discussions the status quo will remain and work will proceed normally in accordance with this award and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" will mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (viii) Where a safety issue is involved that threatens the security and safety of an employee, the above will not apply. Employees will leave the unsafe area and be utilised elsewhere, if possible, until the unsafe area is made safe to the satisfaction of the Occupational Health and Safety Committee or its representative. The remainder of the plant and its employees will proceed as normal.

30. Security

The parties recognise the value of surveillance in improving personal and product safety. Surveillance cameras will be placed in the car park and exterior perimeters of the plant.

31. Renegotiation

The parties will schedule negotiations to vary or renew the award no later than three months prior to the nominal expiry date of the award. The new award will be negotiated using a single bargaining unit including representatives of the Company, the union and the employees.

The rates of pay in this award include the adjustments payable under all State Wage Cases up until the date of this award. These adjustments may be offset against:

any equivalent over-award payments; and/or

award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments

This award is for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than as provided for in the award itself.

32. Area, Incidence and Duration

- 32.1 This award will apply to all employees of the Company employed in a skill or classification level contained in Table 1 - Rates of Pay, of Part B, Monetary Rates, who are employed by the Company to work at Cutrock Road, Lisarow, New South Wales.
- 32.2 This award partially regulates the terms and conditions of employment also regulated by the parent awards. This award shall be read and interpreted wholly in conjunction with the parent awards. Where there is any inconsistency between this award and the parent awards, this award will take precedence to the extent of any inconsistency.
- 32.3 This award rescinds and replaces the Chickadee Foods Pty Ltd (Lisarow Site) Award published 13 July 2001 (326 I.G. 153), as varied.
- 32.4 This award will commence on 15 February 2002 and will remain in force until 1 January 2004.

33. Anti-Discrimination

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

NOTES

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

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

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

Skill or Classification Level	4% Increase effective 01/01/02 (hourly rate)	Weekly Wage effective 01/01/02 \$	4% Increase effective 01/01/03 (hourly rate)	Weekly Wage effective 01/01/03 \$
Process Employees				
Level 1	13.0182	494.69	13.5389	514.48
Level 2	13.3534	507.43	13.8874	527.72
Level 3	13.9647	530.66	14.5232	551.88
Level 4	14.4021	547.28	14.9782	569.17
Level 5	14.6875	558.13	15.2750	580.45

Level 6	15.0814	573.09	15.6847	596.02
Leading Hand				
Less than or equal to 20 employees	15.1449	575.51	15.7507	598.53
More than 20 employees	16.2763	618.50	16.9274	643.24
Mechanical Employees				
Mechanical Tradesperson 1	18.7438	712.26	19.4936	740.76
Mechanical Tradesperson 2	19.6810	747.88	20.4682	777.79
Mechanical Tradesperson 3	20.6180	783.48	21.4427	814.82
Mechanical Tradesperson 4	21.5555	819.11	22.4177	851.87
Electrical Employees				
Electrical Tradesperson 1	18.8341	715.70	19.5875	744.32
Electrical Tradesperson 2	19.5747	743.84	20.3577	773.59
Electrical Tradesperson 3	20.9919	797.69	21.8316	829.60
Electrical Tradesperson 4	21.4585	815.42	22.3168	848.04
Advanced Elect Tradesperson 1	21.9289	833.30	22.8061	866.63
Advanced Elect Tradesperson 2	22.3999	851.20	23.2959	885.24
Transport Employees				
Transport Worker Grade 3	15.7847	599.82	16.4161	623.81
Transport Worker Grade 4	16.0431	609.64	16.6848	634.02
Transport Worker Grade 5	16.8499	640.30	17.5239	665.91
Transport Worker Grade 6	17.0527	648.00	17.7347	673.92
Clerical Employees				
Clerical Grade 1	13.5898	516.41	14.1334	537.07
Clerical Grade 2	14.3953	547.02	14.9711	568.90
Clerical Grade 3	14.6643	557.24	15.2509	579.53
Clerical Grade 4	15.6980	596.52	16.3260	620.39
Clerical Grade 5	17.7334	673.87	18.4427	700.82

ANNEXURE A

REDUNDANCY AGREEMENT

1. Definitions

- (a) The rate of pay used to calculate one week's pay for weekly employees will be the all-purpose rate currently paid excluding overtime but including penalty rates, and shift premiums and all allowances.
- The rate of pay used to calculate one week's pay for part-time employees shall be as described in (a) averaged over the period of employment.
- (b) A casual employee means an employee who is employed on an hourly basis and who has no reasonable expectations of regular work. A casual employee is not entitled to any termination payments pursuant to this agreement.
- (c) Work area means a discrete functional or geographical part of the Company's operations. The determination of a work area is by reference to the management structure and accountabilities, award/agreement classification and/or union coverage.
- (d) Redundancy means a situation where the Company proposes to permanently cease operating all or part of its business; and this cessation results in one or more full-time or part-time employees becoming surplus to the Company's labour requirements.

Redundancy does not include:

Termination of employment pursuant to clause 29, Dispute Resolution Procedure, provided that such termination is not directly related to the Company's requirement to reduce its labour requirements;

Termination of employment due to retirement;

Situations where full-time or part-time employees become surplus to the Company's labour requirements due to industrial action taken by employees which affects the Company's ability to continue normal operations;

Variations to rosters or shifts as a result of restructuring or changes in customer demands or operation requirements.

Such roster or shift changes shall be made in consultation with the union/s and employees. Where employees are genuinely forced to terminate their employment as a result of such changes, the employee will be entitled to a redundancy benefit pursuant to this agreement. "Genuinely forced to terminate" employment does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime;

Situations where part-time or full-time employees are not prepared to undertake training or transfer as a result of technological or operational changes which require such training or transfer; provided that the proposed training or transfer is agreed by the Company and the union is reasonably within the employee's capability.

2. Steps for Redundancies

- (a) Eliminate or minimise contractors where the work falls within the area of coverage of applicable awards or agreements. Eliminate the use of employees of labour hire companies.
- (b) Reduce the hours worked by casual employees.
- (c) Reduce the number of casual employees.
- (d) Reduce the number of full-time or part-time employees

3. Selection for Redundancies

- (a) Voluntary redundancies will only be offered in the work areas affected.
- (b) If there are insufficient volunteers or the Company's operational requirements will not be met by the termination of employment of volunteers, the Company will determine who is to become redundant using the following criteria:

where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;

long-term operational requirements as to employee's skills, experience and potential; and considerations of seniority, equity and fairness.

- (c) In the event that there are more volunteers for redundancy than are required by the Company, the Company will determine who is to become redundant using the following criteria:

Where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;

The Company's medium and long-term skill requirements; and, other things being equal, those employees with the longest service shall have first preference for redundancy.

4. Notice of Redundancy

Employees to be made redundant will receive notice or be paid in lieu of notice the following:

Period of Continuous Service	Period of Notice
Less than 5 years' service	3 weeks
More than 5 years' service	4 weeks
Over 45 years with a minimum of 2 years' service	5 weeks

5. Payments on Termination of Employment

- (a) On the last day of employment, redundant employees will receive a termination payment based on four weeks for every year of service capped at 48 weeks. Employees over 45 will receive an additional four weeks' severance pay.
- (b) Sick leave to be paid as per the Company agreement, i.e. accrued sick leave less the current year.
- (c) Pro rata long service leave after five years and annual leave in accordance with the *Annual Holidays Act 1944*.
- (d) Payment of untaken rostered days off at the normal rate.
- (e) Severance payments will be paid on years of service with the Company.

6. Recall

- (a) In the event that the Company's operational requirements are such that more employees are required, then the following principles shall apply for a period of 12 months:

Those employees who were required to take redundancy as determined by the Company shall be the first in line to be offered re-employment in their work areas.

Those employees who chose to take a voluntary redundancy shall stand behind those employees made redundant by the Company.

In areas that require formal qualifications, e.g. Maintenance, Drivers, recall shall be determined by consultation and agreement between the Company and the union.

ANNEXURE B

DRUG & ALCOHOL POLICY

Introduction

Drug and alcohol use in the workplace can create a range of problems including:

Injury to employees and others

Loss of jobs and friendships

Problems with punctuality and absenteeism

Poor work performance and low morale

Low productivity and lost time from accidents

Inefficiency and damage to plant, equipment and other property.

Chickadee Foods Pty Limited, by virtue of the *Occupational Health and Safety Act 2000*, has a duty of care to its employees, and others who come on site. The Act requires that:

Employers ensure the health, safety and welfare of their employees and others;

Employees take reasonable care of the health and safety of others and co-operate with employers in their efforts to comply with occupational health and safety requirements. Hence, employees must ensure their performance and actions are not impeded by the use of drugs (either legal or illegal) or alcohol. It is the responsibility of all employees to report any incidents or, if it is suspected that an employee is under the influence of drugs or alcohol, to their Supervisor.

At Chickadee Foods Pty Limited, we wish to maintain a workplace free of drugs and alcohol. This is done with the assistance of all employees. Together, we can all reduce the effect of drugs and alcohol by maintaining a workplace that is free of harassment and victimisation, that fosters open communication and cohesiveness between teams and team members by supporting and encouraging each other, and by being co-operative and polite to one another.

Aim

This policy aims to promote a workplace free of alcohol and drugs by regulating behaviour of employees.

Scope

This policy applies to all employees of Chickadee Foods Pty Limited.

Code of Behaviour

Employees are required to present themselves to work and be available during all working hours to carry out their standard operating procedures to an acceptable level.

Where an employee is required to take drugs prescribed by a medical practitioner, they should notify their Supervisor before commencing work what the drug is and the possible effects of the drug. If the drug has effects which include, for example, drowsiness, feeling tired, poor concentration, etc., the employee will be asked not to work and to proceed to and remain in the first aid room until they are able to drive safely or transport is arranged.

Disciplinary Action

- (i) Any employee found to be in possession of illegal drugs or consuming alcohol on the company premises will be instantly dismissed.
- (ii) Alcohol

Where an employee reports for duty and, in the opinion of the Supervisor, is under the influence of alcohol, the employee will be driven home and employment will be suspended for one week and/or subject to possible demotion. If the employee disputes the Supervisor's assessment, a BAC count may be conducted from an on-site breathalyser unit. If a reading of 0.05 or below is recorded, then the employee may continue working. In the case of a driver, if a reading of 0.02 or below is recorded, then the employee may continue working.

The employee can refuse a BAC test. If this occurs, the Supervisor, Manager or Human Resources Department must make a decision based on their observations about the person and put those observations to the employee to obtain their feedback.

- (iii) Drugs

Where an employee reports for duty and, in the opinion of the Supervisor, is under the influence of drugs, the employee will be driven home and employment will be suspended for one week and/or subject to possible demotion. If the employee disputes the Supervisor's assessment, arrangements can be made for the employee to have a drug test conducted by a medical practitioner (at no cost to the employee). A medical examination can also be requested to establish their capability to perform their normal duties.

The employee can refuse a drug test by the medical practitioner. If this occurs, the Supervisor, Manager or Human Resources Department must make a decision based on their observations about the person and put those observations to the employee to obtain their feedback.

- (iv) Suspension will constitute an official reprimand and will be recorded on personnel files. The decision to suspend will only be made after the first step of the disciplinary policy has been implemented and it has been determined that the person is intoxicated with drugs, alcohol or both.
- (v) If there is a second occurrence within a period of twelve months, then the employee will be terminated.

- (vi) Counselling can be arranged for the employee by the Human Resources Manager. If an employee agrees to attend counselling, then termination may be avoided.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(043)

SERIAL C3449**BOWLING AND GOLF CLUBS EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Registered Clubs Association of New South Wales and another.

(Nos. IRC 981 & 225 of 2000)

Before Commissioner Patterson

21 July 2004

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Terms of Engagement
5.	Hours of Work
6.	Rostered Days Off
7.	Meal Breaks
8.	Rates of Pay
9.	Exemption Rate
10.	Labour Flexibility
11.	Overtime
12.	Call Back
13.	Redundancy
14.	Traineeships
15.	Superannuation
16.	Meal Allowance
17.	Public Holidays
18.	Annual Leave
19.	Annual Leave Loading
20.	Sick Leave
21.	Personal/Carer's Leave
22.	Sick Leave - Apprentices
23.	Long Service Leave
24.	Bereavement Leave

25. Jury Service
26. General Conditions
27. Mixed Functions
28. Working in the Rain
29. First-aid
30. Medical Examinations
31. Tools
32. Payment of Wages
- 32A Payroll Deduction of Union Fees
33. Disputes Settlement Procedure
34. Anti - Discrimination
35. Area, Incidence and Duration

PART B

MONETARY RATES

- Table 1 - Rates of Pay
 Table 2 - Apprentices
 Table 3 - Other rates and allowances
 Table 4 - Youth Rates

2. Title

This Award shall be known as the Bowling and Golf Clubs (State) Award 2004

3. Definitions

- (i) Apprentice: Apprentice shall mean a person engaged as an apprentice in the trade of greenkeeping.
- (ii) Casual Employee: A casual employee shall mean an employee engaged by the hour, with a minimum of four hours' work for each engagement. The hourly rate for a casual employee shall be ascertained by dividing the ordinary rate as set out in Table 1 - Rates of Pay, of Part B Monetary Rates, plus 15 per cent, and dividing by thirty-eight.
- (iii) Part-time Employee: A part-time employee shall mean an employee employed by the week on a part-time basis. A part-time employee shall be provided with regular work for not less than twenty hours per week and not less than four hours per start.

A part-time employee shall be paid by the hour one thirty-eighth of the weekly rate prescribed in the said Table 1.

- (iv) "Youth" means an employee of 16 years of age or over and under 21 years, who may be employed watering, weeding, racking bunkers, mixing fertilizers, spreading soil, operating hand-propelled mowers or light rotary mowers and other light duties. The minimum rate of pay shall be as set out under Table 4 - Youth Rates, of Part B, Monetary Rates.
- (v) Time and one half shall mean 1 ½ times the ordinary hourly rate and double time shall mean 2 times the ordinary hourly rate.

4. Terms of Engagement

- (i) Employees, other than casuals, shall be employed by the week and their engagement shall be terminated only by a week's notice on either side, to be given at any time during the week, or by the payment or forfeiture, as the case may be, of a week's wages in lieu thereof.
- (ii) This clause shall not affect the right of the employer to dismiss any employee without notice for refusal of duty or misconduct and in such cases the wages shall be made up to the time of dismissal only.

5. Hours of Work

- (i) The ordinary hours of work shall be an average of 38 hours per week which, at the discretion of the employer, may be worked on up to five days, Monday to Friday, plus one half - day of 4 hours on Saturday prior to noon in each week of the work cycle; provided that, by written agreement between the employer and employee and subject to subclause (vi) of this clause, ordinary hours may be worked on any day of the week.
- (ii) Subject to subclause (iii) hereof, the pattern of working hours shall be as agreed in writing between the employer and employees and shall be one of the following -
 - (a) by rostering each employee off on one work day in each four - week work cycle; provided that, where ordinary hours are worked in five and one - half days, the employee shall receive one day off, Monday to Friday, being a day of seven hours, twelve minutes duration plus an additional forty - eight minutes to be taken on one of the remaining days in the four - week work cycle;
 - (b) by rostering each employee off for two ordinary hours on any one day in each week of the four - week cycle; or
 - (c) by rostering each employee off for four ordinary hours on any one day in each fortnight of the four - week cycle.Failing agreement, the employer shall determine the method of working hours.
- (iii) An agreement on or determination of the pattern of working hours as per subclause (ii) hereof shall be subject to the following -
 - (a) Such hours shall not be less than 4 hours nor more than 9 hours each day between the hours of 6.00 a.m and 6.00 p.m; provided that by agreement between the employer and an individual employee, or a majority of employees, ordinary hours may be worked for up to 12 hours per day between such times as may be mutually agreed.
 - (b) The hours shall not exceed 152 hours in each 4 - week cycle.
- (iv) Such hours shall be worked continuously except for meal breaks and no employee shall work for longer than five hours without a break for a meal or six hours by agreement.
- (v) Employees shall receive at least seven days' notice of a change in rostered hours or such lesser period as may be mutually agreed.
- (vi) The rate of pay for working ordinary hours on a Saturday past noon shall be time and one half, and on a Sunday shall be double the ordinary time rate of pay.
- (vii) No employee shall suffer a reduction in earnings as a result of the introduction of this clause.

6. Rostered Days Off

- (i) Where the method of implementation is a rostered day off taken in accordance with paragraph (a) of subclause (ii) of clause 5, Hours, the following accrual shall occur -

- (a) Where eight ordinary hours are worked in five days, for each such day upon which an employee is rostered to work as part of the ordinary working week, the employee shall accumulate 24 minutes towards a rostered day off in each 4 - week work cycle.
 - (b) Where eight ordinary hours are worked in five and one- half days, for each such day, Monday to Friday inclusive, upon which an employee is rostered to work as part of the ordinary week, the employee shall accumulate 22 minutes; and as well for each Saturday upon which an employee is rostered to work as part of the ordinary working week, the employee shall accumulate 10 minutes; provided that such accumulated time goes towards a rostered day off in each 4 - week work cycle.
 - (c) An employee who is absent on paid leave of absence in accordance with the award or with the employer's approval shall be entitled to accrual for the said absence. Accrual shall not, however, occur during periods of leave pursuant to Clause 19, Annual Leave, 21, Sick Leave and 24 Long Service Leave.
- (ii) Where the method of implementation of the 38 - hour week, in accordance with paragraph (a) of subclause (ii) of clause 5, Hours, is an additional rostered day off, the employer should, so far as is practicable, allow the rostered day off to be taken consecutively with any other time off as a result of this award.
 - (iii) Rostered days off shall be notified to employees four weeks in advance: Provided that, in the case of emergency, an employee may be required to change the rostered day off.
 - (iv) Rostered days off shall not be rostered on a public holiday as prescribed in Clause 18, Public Holidays.
 - (v) Rostered days off may be "banked" by written agreement for a period not exceeding five months, to be taken at a time agreed on between the employer and employee, or, alternatively, as determined by the employer.
 - (vi) An employee required to work on a rostered day off shall be paid a minimum payment as for four hours worked at double the ordinary time rate.

7. Meal Breaks

A period of not more than one hour shall be allowed for meals between 11.00am and 2.00pm each day, Monday to Friday, inclusive. A rest pause of ten minutes' duration shall be allowed to each employee during the morning of each day, Monday to Friday inclusive, at a time to be arranged by the employer.

No employee shall work for more than five hours without a meal break, or for more than six hours by agreement between the employer and the employee.

8. Rates of Pay

- (i) The minimum rate of pay shall be as set out under the Rate Per Week column of Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (ii) Classification Structure

Level 1 shall mean an employee primarily engaged in the following activities -

keeping areas clean and tidy;

weeding and watering;

trimming, mowing of surrounds, etc., with hand implements;

assistance in preparing areas for play;

assistance in course or green maintenance and construction;

operation of a limited range of vehicles, including motor vehicles.

It is recommended that employees of this level have undergone structured training at the introductory level and are appropriately assessed during the first three months of work; provided that employees graded at Level 1 shall be promoted to Level 2 not later than at the expiration of three months' service as a Level 1 employee.

Level 2 shall mean an employee who has satisfactorily attained the appropriate level of training (at Level 2) and is engaged in the following activities in addition to the work of Level 1:

operation and minor maintenance of motorised equipment other than machinery or equipment requiring the holding of specialised licences;

assistance in the maintenance, renovation and reconstruction of greens and fairways, and/or maintenance of playing surfaces, including mowing, rolling, top dressing, seeding, turfing and sprigging, fertilising under supervision; planting and maintenance of trees, pruning under supervision.

Level 3 shall mean an employee who has satisfactorily attained the appropriate level of training (at Level 3)

and is engaged in the following activities in addition to the work of Levels 1 and 2 -

assistance in the training and supervision of lower grade employees;

assistance in chemical and other spraying, where required to hold an appropriate licence;

operation of machinery and/or equipment where required to hold

specialised licences or possession of specialised skills;

completion of basic records;

assistance in the construction and installation of facilities and systems.

Level 4 (Greenkeeper) shall mean an employee who has satisfactorily attained the appropriate level of training at the trade or an equivalent level, who works on a course having greens, and is primarily engaged in the following activities in addition to the work of Levels 1 to 3 -

training and supervision of employees of a lower grade, including

apprentices;

construction of surfaces, gardens;

installation and maintenance of irrigation and drainage systems;

control and maintenance of stores and facilities;

stock control, record keeping;

planning the work programme in consultation with management.

Level 5 - Bowling (Head Greenkeeper) applies to those employed in a Bowling Club and shall mean an employee who has satisfactorily attained the appropriate level of training at trade or the equivalent level,

together with the additional requirements in supervision or other appropriate specialist modules. In addition to the duties of Levels 1 to 4, the employee is also engaged in the following activities:

Supervision and training of subordinate staff, including tradespersons;

Presentations of written and/ or verbal reports, general liaison with management;

Activities requiring application of specialist skills.

Level 5 Golf (Head Greenkeeper) applies to those employed in Golf Clubs - shall mean an employee who has satisfactorily attained the appropriate level of training at trade or the equivalent level, together with the additional requirements in supervision or other appropriate specialist modules. In addition to the duties of Levels 1 to 4, the employee is also engaged in the following activities:

Supervision and training of subordinate staff, including tradesperson;

Presentation of written and/ or verbal reports including budgets;

General liaison with management;

Activities requiring application of specialist skills;

Level 6 Golf (Superintendent) applies to those employed in Golf Clubs - shall mean an employee who has attained the appropriate level of training at Level 5 and is primarily engaged in the following activities in addition to the work of levels 1 to 5:

Preparation of budgets and financial reports;

Planning for the overall development of the facility in consultation with management;

Supervision and Co-ordination of five or more tradespersons, including

Development of staffing and training plans, staff counselling; and

Assisting management in the selection of personnel, but does not extend to the right to engage or dismiss employees;

(iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. This adjustment may be offset against:

(A) any equivalent overaward payments, and/or

(B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

(iv) "Overaward Payment" is defined as the amount (whether "award payment", "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of the minimum award safety net (i.e., base rate plus supplementary payment) for all classifications in which such employee is engaged; provided that such payment shall exclude overtime, shift allowances, penalty rates, tool allowances, industry allowances, disability allowances, location allowances, special rates or allowances, fares and travelling allowance, and any other ancillary payment of a like nature prescribed by this award.

9. Exemption Rate

(i) Notwithstanding the provisions of this award, an adult employee may freely agree in writing with the employer to be paid a salary of not less than thirty three per cent in excess of the minimum weekly rate of pay for a level 4 (Greenkeeper) (subject to a further minimum of \$25, 000 per annum), and in such

case, in lieu of the following provisions of the award, conditions shall be as determined between the parties:

Award Provisions -

Hours of work;

Rostered days off;

Overtime;

Call back;

Public holidays;

Meal allowance;

Meal breaks.

- (ii) An agreement pursuant to subclause (i) of this clause, shall be determinable after 12 months by either party to the agreement giving 28 days' written notice to this effect or such lesser period as is mutually agreed upon: Provided that an employee may rescind in writing such agreement at any time within 14 days of entering into the agreement.
- (iii) No employee to whom this clause refers shall be required to work in excess of a minimum of 38 ordinary hours per week, averaged over a 52 week period.
- (iv) No existing employee shall suffer a reduction in earnings as a direct result of any agreement reached pursuant to this clause unless the agreement otherwise provides reasonable compensatory benefits.

10. Labour Flexibility

- (i) Employees shall carry out such tasks as are reasonably incidental or peripheral to their work as directed by the employer.
- (ii) Employees shall carry out all functions and duties within their capacity, training and skill according to the duty descriptions contained in the classification structure in subclause (ii) of Clause 8, Rates of Pay.
- (iii) Employees engaged under this award shall give priority to the caring of the green or greens, and they shall not be compelled to perform duties associated with or in the Club House.
- (iv) The parties acknowledge the need to achieve high quality standards. Both management and greenkeeping staff accept the need for the provision of high quality services and will continually work together to seek improvement in the quality of the greens and associated areas.

11. Overtime

- (i) Except as herein provided, all time worked:
 - (a) in excess of the ordinary hours of work as provided in Clause 5, Hours of Work; or
 - (b) outside an employee's ordinary hours;shall be paid for at the rate of time and one - half shall be paid for the 2 hours and double time thereafter.
- (ii) Time and one - half shall be paid for all overtime worked on a Sunday with a minimum payment of four hours, and an employee who works on a Sunday shall be allowed to have a day off without loss of

pay within fifteen days of the Sunday worked or, in lieu thereof, at the election of the employee, be paid double time for the time actually worked on the Sunday with a minimum payment of four hours; provided that, where the method of working the 38-hour week at the club provides for the taking of rostered days off, where in any week an employee is so entitled to a rostered day off and works on the following Sunday, then in lieu of the above provisions, the employee shall only be entitled to payment for work on the Sunday at double rates with a minimum payment as for 3 hours worked.

- (iii) When an employee is required to work during his/her meal break, he/she shall be paid at overtime rates until the end of his/her rostered ordinary hours of that shift, or until the employee is allowed a meal break of the usual period.
- (iv) Reasonable Overtime
 - I. Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - II. An employee may refuse to work overtime in the circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
 - III. For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regards 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.
- (v) No apprentice shall, except in an emergency, work or be required to work overtime at times which would prevent attendance at a Technical College or equivalent Registered Training Provider as required by any statute, award or regulation.
- (vi) By mutual agreement, payment for overtime may be converted to time off in lieu, to be taken as one hour off for one hour's pay.

The calculation formula for time off in lieu will be the same as the monetary calculation for overtime as prescribed by subclause (I) of this clause.

12. Call Back

An employee specifically recalled by the employer from his/her home to work overtime, after having left the premises of the employer, shall be paid a minimum of three hours at overtime rates.

13. Redundancy

- (A) Application -
 - (i) This clause shall apply in respect of full - time and part time persons employed in the classifications specified by clause 8 of this award.
 - (ii) This clause shall apply in respect of employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of paragraph (I) of subclause (D) of this clause.

- (iii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be not more than to give such employee 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 employment.
- (iv) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(B) Introduction of Change -

(i) Employer's Duty to Notify -

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effect 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 herein, an alteration shall be deemed not to have significant effect.

(ii) Employer's Duty to Discuss Change -

- (a) The employer shall discuss with the employees affected and to the union which they belong, inter alia, the introduction of the changes referred to in paragraph (i) of this subclause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said paragraph (i).
- (c) For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their 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 the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(C) Redundancy

(i) Discussions Before Termination's -

- (a) Where an employer has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (a) of paragraph (I) of subclause (B), Introduction of Change, and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected.

- (b) The discussions shall take place as soon as is practicable after the company has made a definite decision which will invoke the provisions of subparagraph (a) of this paragraph and shall cover, inter alia, any reasons for the proposed termination's, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their 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 the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(D) Termination of Employment -

- (i) Notice of Changes in Production, Program, Organisation or Structure - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with subparagraph (a) of paragraph (I) of subclause (B) of this clause.

- (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	5 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) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (ii) Notice for Technological Change - This paragraph sets out the notice for provisions to be applied to termination by the company for reasons arising from "technology" in accordance with subparagraph (a) of paragraph (I) of subclause (B) of this clause.

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 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 the 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 sub-clause to be given shall be deemed to be service with the company for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

- (iii) Time Off During 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 for the purpose 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 company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.
- (iv) **Employee Leaving During Notice** - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (v) **Statement of Employment** - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.
- (vi) **Notice to Centrelink** - Where a decision has been made to terminate employees, the employer shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) **Centrelink Employment Separation Certificate** - The employer shall, upon receipt of a request from an employee whose employment has been terminated provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- (viii) **Transfer to Lower paid duties** - Where an employee is transferred to lower - paid duties for reasons set out in subparagraph (a) of paragraph (I) of subclause (B) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary - time rate of pay and the new ordinary - time rate for the number of weeks of notice still owing.
- (E) **Severance Pay**
- (i) Where an employee is to be terminated pursuant to paragraph (I) of subclause (D) of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

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

Years of Service	45 Years of Age and 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 old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and 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 of 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 paid in accordance with this award.
- (ii) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (I) of this subclause.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (I) will have on the employer.

- (iii) Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (I) if the employer obtains acceptable alternative employment for an employee.

(F) Savings Clause-

Nothing in this clause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy agreement, taken as a whole, between the union and any employer bound by this award.

14. Traineeships

See the AWU Training Wage (State) Award 2002 published 5 April 2002 (332 I.G 522), as varied, or any successor industrial instrument.

15. Superannuation

- (i) Definitions

In this part:

"CLUB PLUS" means: The Club Plus Superannuation Scheme established by trust deed dated 27 February, 1987.

"Eligible Employee" means: Any employee employed under the terms and provisions of this award.

"Employed in the Club Industry" means: Employed by and to work in a club where such employment is governed by the terms of this award.

"Ordinary time earnings" means:

- (a) In the case of a full-time weekly employee, the weekly rate for the classification, together with penalty payments for ordinary hours including Saturday and Sunday rates.

Payments incurred for working Public Holidays and overtime worked are not included in such calculations.

- (b) In the case of a part-time employee the number of ordinary hours (excluding overtime) worked in a week multiplied by the Monday to Friday hourly rate including the part-time loading for the employee.
- (c) In the case of a casual employee the number of ordinary hours worked in each week (excluding overtime hours) multiplied by the Monday to Friday hourly rate including the casual loading for the classification of the employee. Pro rata annual leave loading is excluded.

"Trustee" shall mean: CLUB PLUS Pty. Limited or such other trustee of CLUB PLUS as may be appointed from time to time.

"Union" means: "The Australian Workers' Union, New South Wales.

(ii) Enrolment

- (a) Subject to the provisions of section 124 of the *Industrial Relations Act 1996* and the *Superannuation Guarantee (Administrative) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* each employer shall:

enter into a formal agreement with the Trustee acknowledging itself to be bound by the CLUB PLUS trust deed; or any fund that complies with the legislation and

take all necessary steps to ensure that each of his/her eligible employees becomes a member of a fund that complies with the requirements of the legislation.

(iii) Contributions

Each employer shall make superannuation contributions in respect of each employee an amount equal to the requirements of the legislation.

Contributions shall not fall below 3% of the ordinary - time earnings.

(iv) Remitting Payments

Each employer shall remit to the Trustee of Club Plus or any other fund that complies with the legislation all payments due in respect of his/her employees immediately at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the Trustee of Club Plus or other fund and the employer. Where such agreement cannot be reached the matter shall be referred to the NSW Industrial Commission for determination.

(v) Records

The employer shall retain all records relating to the calculation of payments due to CLUB PLUS or any other fund in respect of each employee and such records shall be retained for a period of six years. They shall be available for inspection by -

the officials of the union;

representatives of the Trustee.

(vi) Time And Wages Records

In addition to the information that each employee is required by Clause , Time and Wages Records, to enter on his/her time and wages book or sheets and/or Bundy clock he/she shall enter his/her membership number of CLUB PLUS or any other fund that complies with the legislation.

(vii) Exemptions

- (a) Where an employer is incapable of complying with this award on the grounds of extreme incapacity to pay as set out in the wage fixation principles adopted by the Industrial Commission of New South Wales he may apply to the said Commission for exemption from this award while ever the incapacity exists, provided that -

they shall comply with this award until the matter is determined by the Commission;

such compliance shall be without prejudice to the outcome of the application.

16. Meal Allowance

An employee required to work one or more hours' overtime without being notified the day before that he/she will be so required to work, shall be provided either with a meal by the employer or shall be paid the amount set in Item 2 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.

17. Public Holidays

- (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and any other day proclaimed as a public holiday for the State, together with the Picnic Day of The Australian Workers' Union New South Wales, which shall be the first Monday in March of each year, shall be holidays and no deduction in respect of such holidays shall be made from the wages due to an employee for the week in which such holiday or holidays occur: Provided that where an employer allows the employee a paid holiday not being one of the days specified in this clause, such employer shall be exempted from the provision of a Picnic Day of The Australian Workers' Union, New South Wales.
- (ii) An employer may require from an employee evidence of his/her attendance at the union picnic and the production of the butt of the picnic ticket issued for the picnic shall be sufficient evidence of attendance. Where such evidence is required by the employer, payment need not be made unless the evidence is produced.
- (iii) Where an employee is required by the employer to work four or more hours on a holiday, the employee shall be paid for all time worked at the rate of double time and one-half with a minimum payment as for four hours worked or, alternatively, at the election of the employee, be paid at time and one-half for all time worked plus be given a day off to be taken at a later date or to be added to annual leave.
- (iv) For the purpose of this clause, the rate to be paid to part-time employees for holidays prescribed in subclause (i) of this clause not worked shall be the average daily payment for the four weeks preceding the holiday or holidays.

18. Annual Leave

- (i) Employee shall be entitled to annual leave as prescribed by the *Annual Holidays Act 1944*.
- (ii) In addition to the provisions of the said Act, an employee shall be entitled to an additional paid one week's annual leave for every 30 Sundays and/or public holidays worked during a relevant year of employment.

19. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act* 1944 is referred to as "the Act".
- (ii) Before an employee is given and takes annual leave or, where by agreement between the employer and the employee the annual leave is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes annual leave wholly or partly in advance - see subclause (vi) of this clause.)
- (iii) The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act, and under subclause (ii) of Clause 19, Annual Leave.
- (iv) The loading is to be calculated in relation to any period of annual leave to which the employee becomes or has become entitled or, where such leave is given and taken in separate periods, then in relation to each such separate period.
- (v) The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause (iv), at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing an annual holiday.
- (vi) No loading is payable to an employee who takes annual leave wholly or partly in advance; provided that if the employment of such an employee continues until the day when he/she would have become entitled under the Act to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with subclause (v) of this clause, applying the award rates of wages payable on that day.
- (vii)
 - (a) When 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 the annual leave to which the employee became entitled, shall be paid a loading calculated in accordance with subclause (v) of this clause for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

20. Sick Leave

- (i) A full-time employee after three months' service shall be entitled to 38 hours' sick leave during the first twelve months of employment, and shall be entitled to 60.8 hours' sick leave during the second and subsequent years of service with the same employer.
- (ii) Any sick leave not taken in a year shall be cumulative and may be taken by an employee in addition to the sick leave which the employee may be entitled to in any one year.
- (iii) An employee, if required by the employer, shall produce satisfactory evidence as to his/her sickness and shall, as soon as possible, notify the employer of such sickness.
- (iv) Part-time employees shall receive the following sick leave entitlement -
 - (a) in the first year of employment 0.021 hours for every hour worked;
 - (b) in the second and subsequent years of employment 0.033 hours for every hour worked.

The provisions of subclauses (ii) and (iii) of this clause shall apply in respect of part-time employees.

21. Personal/Carer's Leave

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 21, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee, or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, the following provisions shall apply.
- (b) 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.
- (c) By mutual agreement, payment for overtime may be converted to time off in lieu, to be taken as one hour off for one hour's pay.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates ;in accordance with the award.
- (5) Make-Up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

22. Sick Leave - Apprentices

- (i) Each apprentice shall be allowed sick leave up to a maximum of a fortnight for each year of apprenticeship. Such sick leave shall be cumulative for the period of apprenticeship; provided that, in the event of a transfer to another employer, credit shall not be given for any balance of sick leave not taken whilst in the service of the previous employer.
- (ii) For absences due to sickness of two days or less, the apprentice, if required by the employer shall produce satisfactory evidence as to his/her sickness and shall, as soon as possible notify the employer of such sickness.
- (iii) A medical certificate shall be furnished for absence in excess of two days.

23. Long Service Leave

Employees shall be entitled to long service leave benefits as prescribed by the *Long Service Leave Act 1955*.

24. Bereavement Leave

- (i) Subject to this clause, on the death within Australia of a spouse, father, mother, child (including stepchild), brother, sister or parent-in-law, a weekly hired employee shall, on proper notice to the employer, and for the purpose of making arrangements for and/or attending the funeral, be entitled to bereavement leave, without deduction of pay, up to and including the day of the funeral, for a period not exceeding the number of ordinary hours usually worked by the employee in two ordinary working days.
- (ii) Provided further, an employee on weekly hiring shall be entitled to a maximum two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.
- (iii) The term "spouse" shall include a person with whom the employee is living in a de facto relationship at the time of bereavement: Provided that the entitlement to leave under this clause shall not be exercisable on the subsequent death of a legal spouse. The words "father" and "mother" shall include foster father or foster mother and stepfather or stepmother:

Provided that the entitlement to leave under this clause shall not be exercisable on the subsequent death of a natural father or mother.

- (iv) In all cases, proof of death shall be furnished by the employee to the satisfaction of the employer.
- (v) This clause shall have no operation during any time when the period of leave referred to herein coincides with any other period of leave of the employee or on the employee's rostered day off.

25. Jury Service

An employee on weekly hiring required to attend for jury service during the ordinary working hours shall be reimbursed by the employer an amount equal of the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify the employer as soon as practicable of the date upon which the employee is required to attend for jury service.

Further, the employee shall give the employer proof of the employee's attendance, the duration of such attendance and the amount received in respect of such jury service.

26. General Conditions

- (i) Change rooms and conveniences:
 - (a) A separate change room for male and female employees shall be provided.
 - (b) Showering facilities and wash basins with hot and cold water shall be provided.
 - (c) Adequate toilet facilities shall be provided.
 - (d) A locker shall be provided for each employee.

- (ii) Meal Room - The employer shall supply suitable shelter for meals and facilities for boiling water for employees at the commencement of each meal and/or tea break. Such meal rooms shall be equipped as follows:
 - (a) Fly screen doors.
 - (b) Refrigerators.
 - (c) Heater for food.
 - (d) Electric light where practicable.
 - (e) Suitable table and seating accommodation.

Provided that it shall be sufficient compliance with this subclause if these facilities are found elsewhere in the club and employees are given full access to those facilities.

- (iv) Employees using fumigants, fertilizers, hormones and/or other chemicals shall be supplied free of charge and shall be required to use, in accordance with all necessary safety instructions, all necessary and appropriate protective clothing and equipment.

- (v) Where an employee is directed by the employer to use his/her own motor vehicle in the performance of his/her duties, he/she shall be paid an allowance at the rate set out in Item 1 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.

- (vi) Employees undertaking the Horticultural/Greenkeeping Certificate Course shall be given leave in the employer's time to attend such classes, lectures and examinations as required by the relevant Technical College or equivalent and the fees for such course shall be reimbursed by the employer to the employee at the end of each year of the course completed by the employee to the standard requirement of the college.

- (vii) Footwear - An employee, after three months' service with an employer, shall be provided in each year with a minimum of two pairs of footwear suitable to the requirements of his/her job. Such footwear shall remain the property of the employer.

27. Mixed Functions

An employee directed by the employer to perform the duties of a higher position for more than two consecutive working days shall be paid not less than the minimum rate prescribed for such higher position for all time whilst so engaged.

28. Working in the Rain

All employees called upon to work in the rain shall be supplied by the employer with oilskins, gumboots or other protective clothing free of charge, such protective clothing to be issued to each individual employee for his/her personal use only.

29. First-Aid

- (i) At each place of work, the employer shall provide and maintain a first-aid kit complying with the requirements of the *Occupational Health and Safety Act 1983* (Occupational Health and Safety (First-aid) Regulation 1989, Schedule 1.
- (ii) An employee appointed by an employer to perform first-aid duties shall be paid an amount set out in Item 3 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the classified rate.

30. Medical Examinations

- (i) The employer shall grant an employee leave of absence on ordinary pay not more than once each calendar year (unless special circumstances such as some unusual exposure to chemicals make further testing necessary), to attend the following:
 - (a) A blood test and urine test (where applicable) conducted by the Division of Occupational Health, annually in each New South Wales region.
 - (b) Where required, in addition to the test referred to in paragraph (a) in this subclause or, where such test cannot conveniently be undertaken, an appointment at the public hospital which is in the most convenient proximity to an employee's workplace or residence to enable a medical examination, including the taking of a blood sample.
- (ii) Any fee or part thereof payable for such appointments in excess of Medicare or other reimbursements shall be borne by the employer.

31. Tools

All tools, and other necessary equipment, required by employees shall be provided free of charge by the employer. The employer shall cause all electrical equipment to be kept in a proper and satisfactory condition at all times.

32. Payment of Wages

- (i) Wages shall be paid on a fixed day not later than Thursday of each week. Such payment by the employer, at the employer's discretion, may be by cheque, cash or by the employer transferring the amount due into an individual employee's bank (or other recognised financial institution) account of his or her choice.
- (ii) Where such wages are paid by cheque or electronic funds transfer, the following conditions shall apply:
 - (a) Where the employer pays wages by cheque or electronic funds transfer, the employer shall reimburse the employees all banking or other financial institution costs associated with such payment by cheque or electronic bank transfer.
 - (b) In the case of employees paid by cheque, the employer shall, on pay day if it is required by the employees, have a facility available during ordinary hours for the encashment of the cheque.

32A. Payroll Deduction of Union Dues

- (i) The employer shall deduct Union membership fees (not including fines or levies) from pay of any employee, provided that:
 - a. The employee has authorized the employer to make such deductions in accordance with subclause (ii) herein;
 - b. The Union advises the employer to make such deductions for each day 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 had or is to be made to an employee; and
 - d. There shall be no requirement to make deductions for casual employees with fewer than two months' service (continuous or otherwise).
- (ii) The employee's authorization shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employee's 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 employee's 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 the 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 changes to the amount of the 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 quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees cease.
- (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 in accordance to the employer in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.

33. Disputes Settlement Procedure

The procedure for the resolution of industrial disputation will be in accordance with the *Industrial Relations Act 1996*. These procedural steps are -

- (1) Procedure relating to a grievance of an individual employee:

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

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

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

35. Area, Incidence and Duration

This award rescinds and replaces the Golf Club, &c., Employees (State) Award published 8 February 2002 (331 I.G. 32), as varied and the Bowling Clubs, &c., Employees (State) Award published (331 I.G. 1), as varied made in matters IRC 98/6455 99/2299 99/2303 99/2313 99/2319 01/903 and 01/1052 on 24th July, 2001 in proceedings before Commissioner Patterson.

This award applies to all employees classified in Clause 8, Rates of Pay, within the jurisdiction of the Bowling and Golf Clubs, &c., Employees (State) Conciliation Committee, established 14 January 1993. The award contains the changes made to the award pursuant to section 19 (6) of the *Industrial Relations Act 1996* and principle 26 of the principles of review of awards made by the Industrial Relations Commission of New South Wales on 18th December 1998 308 I.G 307.

This award shall take effect from the first full pay period to commence on or after 21 July 2004 and shall remain in force for a period of 12 months

Bowling and Golf Clubs, &c., Employees (State) Conciliation Committee

Industries and Callings

All persons engaged as greenkeepers, ground attendants, gardeners, propagators, lawn mower and motor roller drivers and general labourers in the construction and maintenance of bowling greens and golf courses in the State of New South Wales, excluding the County of Yancowinna;

excepting employees of -

Municipal and Shire and County Councils;

The Council of the City of Newcastle;

The Council of the City of Sydney;

Sydney Electricity;

Landscape Gardeners;

Master Gardeners;

excepting also persons within the jurisdiction of the -

Club Managers and Secretaries (State) Conciliation Committee;

Race Clubs, &c., Employees (State) Conciliation Committee;

Sydney Cricket and Sportsground Trust, &c., Employees (State) Conciliation Committee;

Club Employees (State) Conciliation Committee.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Rate Per Week (\$)
5 Day Worker	
Level 1	484.10
Level 2	506.60
Level 3	527.50
Level 4	561.20
Level 5 (Bowling Club)	582.10
Level 5 (Golf Clubs)	602.90
Level 6 (Golf Clubs)	642.60
5 & ½ Day Worker	
Level 1	495.00
Level 2	517.50
Level 3	538.30
Level 4	572.00
Level 5 (Bowling Club)	592.90
Level 5 (Golf Club)	611.80
Level 6 (Golf Club)	653.50

Table 2 - Apprentices

Apprentice's year of apprenticeship	% of skilled tradesperson's minimum weekly rate (Greenkeeper Level 4)	Rate per week (\$)
5 Day Week		
1st	50	280.60
2nd	58	325.50
3rd	68.5	384.40
4th	78	437.75
5 & ½ Day Week		
1st	50	286.05

2nd	58	331.80
3rd	68.5	391.90
4th	78	446.25

Table 3 - Other Rates and Allowances

Item No	Clause	Brief description	Amount
1	27	Motor vehicle allowance	\$0.46 per kilometre
2	17	Meal allowance	\$8.25
3	30	First Aid allowance	\$1.80 per day

Table 4 - Youth Rates

Youths	Percentage of Greenkeeper Level 1	5 Day Week - Rate Per Week (\$)	5 & ½ Day Week - Rate Per Week (\$)
16 years and under 17 years	45	217.85	222.75
17 years and under 18 years	50	242.05	247.50
18 years and under 19 years	60	290.45	297.00
19 years and under 20 years	80	387.30	396.00
20 years and under 21 years	100	484.10	495.00

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(1362)

SERIAL C3494

ULAN COAL DELIVERY FACILITY CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ulan Coal Mines Limited.

(No. IRC 5896 of 2004)

Before Mr Deputy President Sams

21 October 2004

AWARD

Clause No.	Subject Matter
A1.	Application
A2.	Period of Operation
A3.	No Extra Claims Commitment
A4.	Intent
A5.	Structural Efficiency
B1.	Total Rates
B2.	Additional Allowance
B3.	Increases
B4.	Apprentice Rates of Pay
B5.	Mixed Functions
C1.	Contract of Employment
C2.	Termination of Employment
C3.	Hours of Work
C4.	Meal Breaks
C5.	Shift Work
C6.	Overtime
C7.	Payment of Wages
C8.	Public Holidays
C9.	Sick Leave
C9A	State Personal/Carer's Leave Case - August 1996
C10.	Annual Leave
C11.	Bereavement Leave
C12.	Jury Service

- D1. Time and Wages Book
- D2. Right of Entry
- D3. Settlement of Dispute Procedure
- D3A. Anti-Discrimination
- D4. First Aid
- D5. Redundancy
- D6. Definitions

A1. Application

This award applies to employees engaged in the operation and maintenance of the Ulan Coal Mines Ltd Coal Delivery Facility at Eraring Power Station, Eraring, New South Wales.

A2. Period of Operation

This award rescinds and replaces the Ulan Coal Delivery Facility Consent Award 2001 published 24 May 2002 (333 I.G. 724).

This award shall take effect on and from 21 October 2004 and remain in force for a period of three years thereafter.

A3. No Extra Claims Commitment

It is a term of this award that the union undertakes, for the duration of the award, not to pursue any extra claims during its term of operation.

A4. Intent

The award shall regulate totally the terms and conditions of employment previously regulated by the Metal and Engineering Industry (New South Wales) Interim Award and the Ulan Coal Mines Limited Coal Delivery Facility Consent Award 2001.

A5. Structural Efficiency

The employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote deskilling.

Any direction by the employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the facility and to enhance the career opportunities and job security of employees.

B1. Total Rates

- (a) The "total rate" payable, for individual classifications, comprehends all award entitlements, including, but without limiting the generality to, payments for travelling time, travelling allowances and fares, excess fares, special rates (such as space, height and dirt money), etc., irregularity of work, industry or special allowance, follow-the-job loadings, compensation for travel patterns, mobility, isolation, etc., allowances, and any other similar or like payment but excludes those payments contained in clause B2, Additional Allowance. "Total rates" are based on a weekly rate of pay of 38 hours for ordinary time worked and are expressed as an hourly rate of pay to be paid for all purposes for time actually worked.
- (b)

Classifications	Total Rate Per Week
	\$

Plant Technician	705.00
Tradesperson	653.60
Utility Person	642.60

B2. Additional Allowance

The following allowance will be paid in addition to the "total rate", where applicable:

Tool Allowance

- (a) A tradesperson shall be paid an allowance of \$11.60 per week for supplying and maintaining tools ordinarily required in the performance of his/her work as a tradesperson.
- (b) Notwithstanding subclause (a) of this clause, the employer shall provide all necessary power tools, special purpose tools and precision measuring instruments.
- (c) An employee shall replace or pay for any tools supplied by his/her employer if lost through negligence.

B3. Increases

The rates of pay provided in subclause (b) of clause B1, Total Rates, shall be increased by an amount of 3% on the first anniversary of the making of this award and increased by a further 3% on the second anniversary of the making of this award. There shall be no other increases in rates of pay or allowances during the nominal term of this award and no increases shall be claimed before 31 December 2007 when the Ulan-Eraring Energy Contract expires.

B4. Apprentice Rates of Pay

The "total rate" applicable to apprentices shall be the following percentages of the trade person classification:

	%
1st year	42
2nd year	55
3rd year	75
4th year	88

B5. Mixed Functions

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

C1. Contract of Employment

- (a) Weekly Contract of Employment

All employees not specifically engaged pursuant to subclause (c) of this clause shall be deemed to be employed by the week.

- (b) Part-time Employment

- (i) An employee may be engaged to work on a part-time basis for a constant number of hours which, having regard to the various ways of arranging ordinary hours, shall average less than 38 hours per week.
- (ii) An employee shall be paid 1/38 of the weekly rate prescribed by subclause (b) of clause B1, Total Rates, for the classification in which the employee is engaged for each hour worked.

- (iii) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, public holidays and sick leave arising under this award on a proportionate basis, calculated as follows:

(1) Annual Leave

Subject to the provisions of clause C10, Annual Leave:

Where the employee has completed 12 months' continuous service - the employee shall receive four weeks' leave at the number of ordinary hours which would otherwise have been worked during the period of leave.

Where the employee is entitled to pro rata leave on termination or at a closedown in accordance with this award - the employee shall receive 2.923 hours paid at the appropriate rate of wage for each eight ordinary hours worked.

(2) Public Holidays

Where the normal paid hours fall on a public holiday and the employee is not required for work, the employee shall not lose pay for the day.

Where the employee works on the holiday, the employee shall be paid in accordance with clause C8, Public Holidays.

(3) Sick Leave

Subject to clause C9, Sick Leave:

First Year of Employment

During the first year of any period of service with the employer, the employee shall be entitled to sick leave of up to 7.6 hours for each completed month of service during the first ten months of employment, based upon the number of hours that the employee would normally work each day.

Second or Subsequent Years of Employment

During the second or subsequent years of any period of service with the employer, the employee shall be entitled to paid sick leave of up to 76 hours' duration, based upon the number of hours that the employee normally works each day multiplied by ten.

(4) Bereavement Leave

An employee shall be entitled to bereavement leave without loss of ordinary pay on either or both of the two working days immediately following the death of a close relative (as stipulated in clause C11, Bereavement Leave) if the employee would ordinarily be required to work on those days.

(iv) Overtime

A part-time employee who works in excess of the hours fixed under the Contract of Employment shall be paid overtime in accordance with clause C6, Overtime.

(c) Casual Employment

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour 1/38 of the weekly wage prescribed for the work which the employee performs, plus a 20% loading, which shall be in lieu of all leave.

(d) Time Keeping - Late Comers

Notwithstanding anything elsewhere contained in this award, the employer may select and utilise for time keeping purposes any fractional or decimal proportion of an hour (not exceeding six minutes) and may apply this proportion in the calculation of the working time of employees. The employer who adopts a proportion for this purpose shall apply the same proportion for the calculation of overtime.

(e) Absence from Duty

An employee not attending for duty as required shall lose pay for the actual time of the non-attendance.

(f) Standing Down of Employees

The employer may deduct payment for any day upon which an employee cannot be usefully employed because of any strike or by the employee's participation in any strike, or because of any stoppages of work for any cause, including the breakdown of machinery or failure or lack of power, for which cause the employer is not responsible.

C2. Termination of Employment

- (a) Other than for casual employees, a minimum of one week's notice of termination of employment shall be given by either party, or one week's pay shall be forfeited by the employee. Notice of termination of employment by the employer, or pay in lieu thereof, shall be on the following bases:

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

- (b) If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee, with a maximum amount equal to the all-purpose rate of pay for the period of notice.
- (c) Nothing in this clause shall affect the right of the employer to dismiss an employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and, in such cases, the wages shall be paid up to the time of dismissal only.
- (d)
- (i) Termination of employment by the employer shall not be harsh, unjust or unreasonable.
- (ii) For the purposes of this clause, termination of employment shall include termination with or without notice.
- (iii) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.
- (e) An employee who is absent from work for a continuous period of five working days without the consent of the employer and without notification to the employer with a reasonable explanation shall be deemed to have abandoned his/her employment.

C3. Hours of Work

(a) Day Workers

The ordinary hours of work shall be an average of 38 per week over a period of four weeks or 28 consecutive days.

The ordinary hours of work prescribed herein may be worked between 6.00 a.m. and 6.00 p.m. on any or all of the days of the week, Monday to Friday, or varied as provided for under subclause (b) of this clause.

(b) Variation of Hours

The ordinary hours of work once determined may be varied by agreement between the employer and the employees concerned to suit the circumstances of the facility or, in the absence of agreement, by one week's notice of alteration given by the employer to the employees concerned.

Provided, further, that work done prior to or at the end of the spread of hours fixed in accordance with this subclause for which overtime rates would otherwise be payable shall be deemed, for the purposes of this subclause, to be part of the ordinary hours of work.

(c) The ordinary hours of work prescribed herein shall not exceed 12 hours on any one day.

(d)

(i) Ordinary hours of work shall be an average of 38 per week as provided for in subclause (a) of this clause.

(ii) The method of implementation of the 38-hour week may be one of the following:

- (1) by employees working less than eight ordinary hours each day; or
- (2) by employees working less than eight ordinary hours on one or more days each week;
- (3) by rostering employees off on various days of the week during a particular work cycle so that each employee has one work day off during that cycle; or
- (4) by fixing one weekday on which all employees will be off during a particular work cycle.
- (5) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees.

(e) Rostered Days Off

For each day an employee works eight ordinary hours, the employee accrues the first 24 minutes (0.4 hour) as an entitlement to take the nominated rostered day off (as provided in subparagraphs (d)(ii)(3) and (d)(ii)(4) of this clause) as a day of paid leave as though the employee had worked.

(i) Notice of Days Off

The employer and employees shall determine a list of rostered days off to be taken by employees, which shall not be altered unless agreed to with employees.

(ii) Substitute Days

(a) The employer may substitute the day an employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of some other emergency or unforeseen situation.

(b) An individual employee, with the agreement of the employer, may substitute the day to take off for another day.

(iii) Accrual of Rostered Days Off

Rostered days off may be accrued up to a maximum of five days by agreement of the parties.

(iv) Public Holidays

Where such rostered day off falls on a public holiday, the next working day shall be taken in lieu.

(v) Paid Leave (e.g. annual, sick, long service, bereavement, public holiday, jury service or workers' compensation)

Leave taken and paid for during the cycle of four weeks shall be regarded as a day worked for accrual purposes and, in the case of actual days worked, the first 24 minutes (0.4 hour) shall be the designated accrual.

(vi) Pro Rata Accruals

Except as provided for by the paid leave provision above, employees not working a complete 19-day four-week cycle shall receive pro rata accrued entitlements for each day worked, payable for the programmed day off or, in the case of termination of employment, on termination.

(vii) Apprentices

Apprentices who attend technical college courses in accordance with their conditions of employment on a prescribed rostered day off shall, by arrangement with their employer, be afforded the following Friday or Monday as an alternative rostered day off.

(viii) Annual Leave

Where annual leave is granted and taken and such period covers an entire four-week cycle, then the employee affected shall be paid one day's additional pay for the rostered day off occurring within the leave period. The employee shall not be entitled to an extra day's holiday.

C4. Meal Breaks

- (a) An employee shall not be required to work for more than six hours without a break for a meal, consisting of a 30-minute unpaid cessation of working time, subject to the following:
- (b) The time of taking the scheduled meal break by employees may be altered by the employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (c) The employer may stagger the time of taking the meal break to meet operational requirements.
- (d) Employees shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.

C5. Shift Work

(a) Definitions

For the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

(b) Hours

The ordinary hours of shift workers shall average 38 per week. A roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

The ordinary hours shall be worked continuously except for the meal break as prescribed in clause C4, Meal Breaks.

The ordinary hours of work prescribed herein shall not exceed 12 on any one day.

(c) Shift Variations

The time of commencing and finishing shifts may be varied by agreement between the employer and the employees concerned to suit the circumstances of the establishment or, in the absence of agreement, by 48 hours' notice of alteration given by the employer to the employees.

(d) Afternoon or Night Shift Allowances

(i) A shift worker whilst on afternoon or night shift shall be paid for such shift 15% more than the total all-purpose rate.

(ii) An employee who:

(a) during a period of engagement on shift works night shift only; or

(b) remains on night shift for a longer period than four consecutive weeks; or

(c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least 1/3 of his/her working time off night shift in each shift cycle,

shall, during the shift cycle, be paid 30% more than the employee's ordinary rate for all time worked during ordinary working hours on such night shift.

(e) Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (d) of this clause.

(f) Overtime

(i) Shift workers, for all time worked in excess of or outside the ordinary hours prescribed by this award or on a shift other than a rostered shift, shall be paid at the rate of time and a half for the first two hours and double time thereafter, except in each case when the time is worked:

(a) for the purpose of effecting the customary rotation of shift; or

(b) on a shift or part thereof to which an employee is transferred on short notice by the employer to meet a requirement for continuity of operations.

(ii) Requirement to Work reasonable Overtime

The employer may require any employee to work reasonable overtime at overtime rates and the employee shall work overtime in accordance with this requirement.

(g) Sundays and Holidays

Shift workers who are required to work on a Sunday or public holiday shall be paid at the rates prescribed by clauses C6, Overtime, and C8, Public Holidays, respectively.

Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time worked before midnight shall not entitle the employee to the Sunday or holiday rate, provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on the Sunday or holiday.

Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

(h) Daylight Saving

Notwithstanding anything contained elsewhere in this award, in any area where, by reason of legislation of the State of New South Wales, summer time is prescribed as being in advance of the standard time of the State of New South Wales, the presented length of any shift:

- (i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant New South Wales State legislation.

In this subclause the expressions "standard time" and "summer time" shall bear the same meanings as are prescribed by the relevant New South Wales State legislation.

C6. Overtime

(a) Payment for Working Overtime

- (i) For all hours (other than shift work) worked outside the ordinary hours of work, the rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this paragraph or paragraph (iii) of this subclause, in computing overtime, each day's work shall stand alone.

For the purposes of this clause, ordinary hours shall mean the hours fixed in accordance with clause C3, Hours of Work.

The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 38.

- (ii) Requirement to Work Reasonable Overtime

The employer may require any employee to work reasonable overtime at overtime rates and the employee shall work overtime in accordance with this requirement.

(iii) Rest Period after Overtime

When overtime work is necessary, it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

(iv) Call Back

An employee recalled to work overtime after leaving the facility (whether notified before or after leaving the facility) shall be paid pursuant to paragraph (i) of this subclause.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of paragraph (iii) of this subclause when the actual time worked is less than three hours on such recall or on each of such recalls.

(v) Crib Time

An employee required to work overtime for two hours or more shall be allowed a crib time of 20 minutes in duration without deduction of pay, immediately after ceasing ordinary working hours. After each four hours of continuous overtime worked, the employee shall be allowed to take a crib break of 20 minutes in duration without deduction of pay. In the event of an employee continuing to work overtime for a period of two hours or more without taking a crib break, the employee shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

(vi) Standing By

An employee required to stand by in readiness to work after ordinary hours shall, until released, be paid standing-by time of 20% of the employee's ordinary rate from the time that the employee is required to stand by in readiness. An employee may be issued with and required to carry an electronic paging device at all times.

(b) Working Saturdays and Sundays

(i) All time worked on Sundays shall be paid for at the rate of double time.

(ii) An employee working overtime on a Saturday or overtime on a Sunday shall be allowed a paid crib break of 20 minutes after four hours worked, to be paid for at ordinary rates of pay. In the event of an employee being required to work in excess of a further four hours, the employee shall be allowed a further paid crib break of 20 minutes, which shall be paid for at the ordinary rate of pay.

C7. Payment of Wages

(a) Payment by Electronic Transfer

Payment of wages may be by electronic transfer, which shall be at the employer's discretion.

(b) Pay Details

Full particulars of details of payments shall be provided to each employee on or prior to the recognised pay day and shall contain the following information:

(i) Date of payment.

- (ii) Period covered by such payment.
- (iii) The amount of wages paid for work at ordinary rates.
- (iv) The number of hours paid at overtime rates and the amount paid.
- (v) The amount of allowances paid and the nature thereof.
- (vi) The gross amount of wages and allowances paid.
- (vii) The amount of each deduction made and the nature thereof.
- (viii) The net amount of wages and allowances paid.
- (ix) The annual holiday payments.

(c) Payment on Termination

When notice is given of termination, all monies due to the employee shall be paid at the time of termination.

Where this is not practicable as a result of summary dismissal, the employer shall have two working days to forward monies due by registered post.

C8. Public Holidays

- (a) An employee, other than a casual employee, shall be entitled to the following holidays without deduction of pay. If any other day is granted by a New South Wales Act of Parliament or State proclamation in substitution for any of the said holidays, the day so substituted shall be observed:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and Picnic Day.

- (b) All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof shall be paid for at the rate of double time and a half.
- (c) The provisions of clause C6, Overtime, shall apply in respect of work on a holiday.
- (d) Provided that the employee has worked the working day immediately before and the working day immediately after such a holiday or is absent with the permission of the employer or is absent with reasonable cause. Absence arising by termination of employment by the employee shall not be reasonable cause.
- (e) Picnic Day Definition

The picnic day as prescribed in subclause (a) of this clause shall be taken in lieu of award prescriptions relating to picnic days or additional award public holidays. The date of such picnic day is to be determined by agreement at the commencement of each year.

C9. Sick Leave

An employee, other than a casual, who is absent from work on account of personal illness or injury, other than that covered by workers' compensation, shall be entitled to leave of absence without deduction of pay, provided that:

- (a) Within 24 hours of the commencement of the absence, the employee shall inform the employer of the inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (b) The employee shall prove to the satisfaction of the employer the inability on account of illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (c) An employee during the first year of employment with the employer shall be entitled to sick leave entitlement at the rate of one day at the completion of each of the first ten calendar months or the first year of employment.

Provided that, in cases where the work is normally more than eight ordinary hours in any day, there shall be no entitlement to leave in excess of 80 hours.

An employee who has completed one year of continuous employment shall be credited with a further ten days' or 80 hours' sick leave entitlement at the beginning of the second and each subsequent year, which shall commence on the anniversary of engagement.

- (d) An employee who claims paid sick leave for an absence of one day only shall not be paid for the sick leave if the employee has been allowed paid sick leave on two occasions for one day only, unless the employee produces to the employer a certificate from a duly qualified medical practitioner stating that, in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury. Nothing in this subclause shall limit the employer's rights under subclause (b) of this clause.
- (e) Unused sick leave provided in subclause (c) of this clause shall accumulate from year to year.

C9A. State Personal/Carer's Leave Case - August 1996

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person as set out in subparagraph (c)(ii) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause C9, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian),

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

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union(s) to participate in negotiations.

C10. Annual Leave

For all employees other than casuals:

- (a)
 - (i) **Period of Leave**

A period of 28 consecutive days leave, including non-working days, shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave) for the purpose of annual leave. An employee shall accrue annual leave at a rate of 2.923 hours for each 38 ordinary working hours worked.
 - (ii) **Seven-day Shift Workers**

In addition to leave provided in paragraph (i) of this subclause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed an additional seven consecutive days' leave, including non-working days.

Where an employee with 12 months' continuous service is only engaged for part of the 12-month period as a seven-day shift worker, the employee shall be granted, pro rata, one half day for each completed month worked on the seven-day shift.
- (b) **Annual Leave Exclusive of Public Holidays**

Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause C8, Public Holidays. If any such holiday falls within an employee's period of annual leave and is observed on a day that the employee would have ordinarily worked, the employee shall be granted an additional day as annual leave.

Where a holiday falls as stated above and the employee fails, without reasonable cause (proof whereof shall be upon him/her) to attend for work at his/her ordinary starting time on the working day

immediately prior to the first day and immediately following the last day of the period of the annual leave, the employee shall not be entitled to be paid for any such holiday.

(c) Broken Leave

Annual leave shall be given and taken by agreement between the employer and the employee. Annual leave is normally taken in more than one period and, as such, the employer and employee will use their best endeavours to ensure that one of the periods is of at least 21 consecutive days, including non-working days.

The timing and taking of the employee's leave shall, at all times, be by agreement between the employer and an employee.

(d) Calculation of Continuous Service

For the purpose of this clause, service shall be deemed to be continuous, notwithstanding:

- (i) any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause, proof whereof shall be upon the employee.

To be eligible for paid sick leave in cases of personal sickness or accident or absence with reasonable cause, the employee shall inform the employer within 24 hours of the commencement of the absence of the inability to attend for duty and, as far as practicable, the nature of the illness, injury or cause and the estimated duration of his/her absence.

Broken Service

Where an employee breaks continuity of service by an absence from work for any reason other than a reason set out in paragraphs (i), (ii) and (iii) of this subclause, the amount of leave to which the employee would have been entitled under subclause (a) of this clause shall be reduced by 1/48 for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which the employee would have been entitled under subclause (k) of this clause shall be reduced by 1/12 of a week's pay for each week or part thereof during which any such absence occurs.

Provided, however, that no reduction shall be made in respect of any absence unless the employer informs the employee in writing of the intention to do so within 14 days of the termination of the absence.

In calculating the period of 12 months' continuous service, the following absences shall be taken into account and counted as time worked:

up to 152 ordinary hours in a 12-month period in the case of sickness or accident;

long service leave actually taken by an employee;

injury received during the course of employment and up to a maximum of 52 weeks for which he/she received workers' compensation.

Other absences from work shall not be taken into account and shall not count as time worked in calculating the period of 12 months' continuous service.

Provided that, for the purpose of this clause in calculating continuous service for periods of less than 12 months, such absences due to sickness or accident shall be taken into account and counted as time worked on a pro rata basis of 152 ordinary working hours for 12 months' service.

(e) Calculation of Service

The period of annual leave to be allowed under this subclause shall be calculated to the nearest day, any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor at the time when he/she became such successor or assignee or transmittee, the employee, in respect of the period during which he/she was in the service of the predecessor, shall, for the purpose of this clause, be deemed to be in the service of the employer.

(f) Leave to be Taken

The annual leave provided by this clause shall be allowed and shall be taken and, except as provided by subclauses (k) and (l) of this clause, payment shall not be made or accepted in lieu of annual leave.

(g) Time of Taking Leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than four weeks' notice to the employee.

Provided that, by agreement between the employer and employee, annual leave may be taken at the time within a period of 12 months from the date at which it falls due and with less than four weeks' notice to the employee.

(h) Leave Allowed before Due Date

(i) The employer may allow an employee to take annual leave either wholly or partly in advance before the right thereto has accrued due. In such cases, a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which the annual leave or part thereof had been taken before it accrued.

(ii) Where annual leave or part thereof has been granted pursuant to paragraph (i) of this subclause before the right thereto has accrued due, and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under subclause (k) of this clause, the employer shall not be liable to make any payment to the employee under subclause (k) of this clause, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee under the termination of employment.

(i) Payment for Period of Annual Leave

Subject to the provisions of subclauses (l) and (m) of this clause, each employee before going on leave shall be paid the wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period, provided that payment for the period specified shall not exceed 152 ordinary hours.

(j) Loading on Annual Leave

During a period of annual leave, each employee shall receive an annual leave loading equal to 17.5% of the employee's ordinary rate of pay for the period of time taken as leave.

The loading prescribed by this subclause shall not apply to proportionate leave on termination.

(k) Proportionate Leave on Termination

An employee who:

- (i) after one week's continuous service in his/her first qualifying 12-month period with an employer, lawfully leaves the employment of the employer or his/her employment is terminated by the employer through no fault of the employee; or
- (ii) after 12 months' continuous service with an employer, leaves the employment of the employer or his/her employment is terminated by the employer for any reason,

shall be paid for 2.923 hours for each 38 ordinary hours worked and in respect of whichever had not been granted under this clause at the appropriate rate of wage calculated in accordance with subclause (i) of this clause.

(l) Annual Closedown

Where the employer closes down the facility or a section or sections thereof for the purposes of allowing annual leave to all or the bulk of the employees at the facility, or section or sections concerned, the following provisions shall apply:

- (i) The employer may, by giving not less than four weeks' notice of his/her intention so to do, stand off for the duration of the closedown all employees at the facility, or section or sections concerned, and allow to those who are not then qualified for a full entitlement to annual leave for 12 months' continuous service, pursuant to subclause (a) of this clause, paid leave on a proportionate basis at the appropriate rate of wage as prescribed in subclauses (i) and (j) of this clause for 2.923 hours for each 38 ordinary hours worked.
- (ii) An employee who has then qualified for a full entitlement to annual leave for 12 months' continuous service pursuant to subclause (a) of this clause, and has also completed a further week or more of continuous service, shall be allowed his/her leave and shall, subject to subclause (f) of this clause, also be paid at the appropriate rate of wage as prescribed by subclauses (i) and (j) of this clause for 2.923 hours for each 38 ordinary hours worked since the close of his/her last 12-month qualifying period.
- (iii) The next 12-month qualifying period for each employee affected by such closedown shall commence from the day on which the facility, or section or sections concerned, is reopened for work. Provided that all time during which an employee is stood off without pay for the purposes of this subclause shall be deemed to be time of service in the next 12-month qualifying period.
- (iv) If in the first year of service with an employer an employee is allowed proportionate annual leave under paragraph (i) of this subclause, and subsequently within such year lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, he/she shall be entitled to the benefit of subclause (k) of this clause, subject to adjustment for any proportionate leave which he/she may have been allowed as aforesaid.
- (v) The employer may close down the facility for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down the facility in two separate periods, one of those periods shall be for a period of at least 21 consecutive days, including non-working days.

Provided that, where the employees in the facility or section or sections concerned agree, the employer may close down the facility in accordance with this subclause in two separate periods neither of which is of at least 21 consecutive days, including non-working days, or in three separate periods. In such cases, the employer shall advise the employees concerned of the proposed dates of each closedown before asking them for their agreement.

(m) Part Closedown and Part Rostered Leave

- (i) The employer may close down the facility, or a section or sections thereof, for a period of at least 21 consecutive days, including non-working days, and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.
- (ii) The employer may close down the facility, or a section or sections thereof, for a period of less than 21 consecutive days, including non-working days, and allow the balance of the annual leave due to an employee in one or two continuous periods, either of which may be in accordance with a roster. In such case, the granting and taking of annual leave shall be subject to the agreement of the employer and the employees in the facility, or a section or sections thereof respectively and, before asking the employees concerned for their agreement, the employer shall advise them of the proposed date of the closedown or closedowns and the details of the annual leave roster.

C11. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days' bereavement leave without deduction of pay, up to and including the day of the funeral (or, where necessary because of travel arrangements, the day of the funeral), on each occasion of the death of a person within Australia as prescribed in subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (1)(c)(ii) of clause C9A, State Personal/Carer's Leave Case - August 1996, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of clause C9A, State Personal/Carer's Leave Case - August 1996. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

(Note: This clause varied with effect on and from 10 December 1998.)

C12. Jury Service

An employee required to attend for jury service, and who is therefore unable to attend for ordinary working hours, shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the attendance for jury service and the amount of wage that would have been received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify the employer as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide the employer with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

D1. Time and Wages Book

- (a) The employer shall keep a record from which can be readily ascertained the name of each employee and his/her occupation, the hours worked each day and the wages and allowances paid each pay period.
- (b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the facility.
- (c) The time and wages record shall be open for inspection by a duly accredited union official during the usual office hours at the employer's office or other convenient place. Provided that an inspection shall not be demanded unless the Secretary of the union or the District Secretary or organiser of any division suspects that a breach of this award has been committed, such breach to be nominated to the employer.
- (d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of this award.

D2. Right of Entry

- (a) Interviewing Employees

For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter the employer's premises during the midday meal break on the following conditions:

- (i) that he/she produces his/her authority to the gatekeeper or such other person as may be appointed by the employer;
- (ii) that he/she interviews employees at places where they are taking their meals or at such other places as are mutually agreed;
- (iii) that, if the employer alleges that a representative is unduly interfering with his/her work or is creating dissatisfaction amongst his/her employees or is offensive in his/her methods or is committing a breach of any of the previous conditions, the employer may refuse the right of entry, but the representative shall have the right to bring such refusal before a member of the Industrial Relation Commission of New South Wales.

- (b) Investigating Complaints

For the purpose of investigating complaints concerning the application of this award, a duly accredited union representative shall be afforded reasonable facilities for entering the employer's premises during working hours, subject to the following conditions:

- (i) that he/she discloses to the employer or his/her representative the complaint which he/she desires to investigate;
- (ii) that he/she makes his/her investigations in the presence of the employer or his/her representative (if the employer so desires);
- (iii) that he/she does not interfere with work proceeding in the premises;
- (iv) that he/she conducts himself/herself properly.

- (c) A representative of the union shall be a duly accredited representative if he/she is the holder of a form being a certificate signed by the General Secretary of that organisation and bearing the seal of that organisation in the following form, or in a form not materially differing there from:

Name of Organisation: _____

This is to certify that _____

is a duly accredited representative of the above named organisation for all purposes of this award made under the *Industrial Relations Act 1996*.

(Seal) General Secretary

Specimen Signature of Holder

Strictly Not Transferable

D3. Settlement of Dispute Procedure

- (a) Where an employee or the delegate has submitted a request concerning a matter directly connected with employment to a foreman or a more senior representative of Management and that request has been refused, the employee may, if he/she so desires, ask the delegate to submit the matter to Management and the matter shall then be submitted by the delegate to the appropriate executive of the employer.
- (b) If not settled at this stage, the matter may be formally submitted by a State official of the union to the employer.
- (c) If not settled at this stage, the matter may then be discussed between such representatives of the union as the union may desire and the employer, who may be accompanied by or represented by an Employee Relations Advisor.
- (d) Where the procedures from subclauses (a) to (c) of this clause are being followed, work shall continue normally.
- (e) Should the parties fail to agree, there shall be no stoppage of work and either party reserves its rights to notify a dispute to the Industrial Relations Commission of New South Wales.
- (f) No party shall be prejudiced as to the final settlement by continuance of work in accordance with this clause.

D3A. Anti-Discrimination

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

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1997*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes

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

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

(Note: This clause has effect on and from 3 June 1999.)

D4. First Aid

An employee who is an appropriately qualified first-aid person pursuant to New South Wales legislation and is appointed by the employer to carry out first aid in addition to their usual duties shall be paid an additional rate of \$10.80 per week.

D5. Redundancy

- (a) Definition

"Redundancy" means a situation where the employer terminates the services of an employee because the employer no longer requires the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour. "Redundant" has a corresponding meaning.

- (b) Employees Exempted

This clause 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 the employee is offered alternative employment or the employer obtains acceptable alternative employment for the employee. Acceptable alternative employment shall consist of a comparable position located in an area that does not necessitate the employee to change his/her permanent residential address.

- (c) Redundancy Pay

A redundant employee shall be entitled to the following amount of redundancy pay in respect of a continuous period of service whilst so engaged at the facility:

- (i) 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

- (ii) 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

- (iii) "Week's pay" shall mean the all-purpose rate for the employee concerned at the date of termination.

(d) **Transfer to Lower-paid Duties**

When an employee is transferred to lower-paid duties for reasons set out in subclause (a) of this clause, the employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her 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, lower ordinary-time rate for the number of weeks of notice still owing.

(e) **Superannuation Benefits**

Where an employee who is terminated receives a benefit from the superannuation scheme, he/she shall only receive under subclause (c) of this clause the difference between the severance pay specified in that subclause and the amount of the superannuation benefit he/she receives which is attributable to the employer contributions only. If this superannuation benefit is greater than the amount due under subclause (c) of this clause, then he/she shall receive no payment under that clause.

(f) **Transmission of Business**

- (i) Where the business is transmitted from the employer (in this subclause called the transmitter) to another employer (in this subclause called the transferee) and an employee who at the time of such transmission was an employee of the transmitter in the business becomes an employee of the transferee:
- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (b) in this subclause "business" includes trade, process, business or occupation and includes part of any such business, "transmission" includes transfer, conveyance, assignment or succession, whether by agreement or by operation of law, and "transmitted" has a corresponding meaning.

D6. Definitions

Plant Technician

A Plant Technician is the holder of an appropriate Trade Certificate (mechanical, electrical and/or electronics) who shall have satisfactorily completed a suitable training course and shall:

- (i) perform work under limited supervision either individually or in a team;
- (ii) carry out surveillance, including physical checks, of all operating equipment, monitor and log results;
- (iii) carry out maintenance and repairs;
- (iv) co-ordinate and/or perform all work associated with the effective operation of the facility and may be required to supervise the work of others.

Tradesperson

A Tradesperson is an employee who holds an appropriate Trade Certificate in mechanical and/or electrical/electronics and is able to exercise the skills and knowledge of the trade and shall operate all lifting equipment incidental to his/her work and performs work which is incidental or peripheral to the primary task and facilitates the completion of the whole task.

Utility Person

A Utility Person shall be a holder of a current driver's licence and shall perform tasks such as operating all lifting equipment, store-keeping, trade-assisting, non-trades maintenance and may utilise such other non-trade qualifications as appropriate.

Week

One working week equals 38 ordinary hours.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1091)

SERIAL C3434

**BOARDING HOUSE STAFF (INDEPENDENT SCHOOLS) (STATE)
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 5563 of 2004)

Before Mr Deputy President Sams

25 October 2004

AWARD

PART A

1. Arrangement

PART A

CONDITIONS

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Wages
4.	Payment of Wages
5.	Contract of Employment
6.	Hours of Work
7.	Sick Leave
8.	Annual Leave and Payment on Termination
9.	Annual Leave Loading
10.	Long Service Leave

11. Parental Leave
12. Carer's Leave
13. Bereavement Leave
14. Jury Service
15. Disputes Procedure
- 15A Anti-Discrimination
16. Supervision of Students
17. Higher Duties
18. Travelling Expenses
19. Remuneration Package
20. Savings Clause
21. No Extra Claims
22. Area, Incidence and Duration

PART B

MONETARY RATES

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

ATTACHMENT A

Disputes Settlement Procedure

2. Definitions

- (i) "Award" means the Boarding House Staff (Independent Schools) (State) Award.
- (ii) "Employee" means a person who is employed with responsibility for the pastoral care and supervision of students in a boarding house.
- (iii) "Employer" means the employer of an employee to whom the award applies.
- (iv) "Part-time Employee" means an employee who works a constant number of hours each week which is less than 38 hours per week.
- (v) "Casual Employee" means an employee engaged and paid as such.
- (vi) "Temporary Employee" means an employee employed for a specific purpose to work full-time or part-time for a period not to exceed 24 months.
- (vii) "Union" means the New South Wales Independent Education Union.
- (viii) "Shift" shall mean the defined hours of duty (including broken periods) allocated to an employee in accordance with the work roster for any 24 hours period.

3. Wages

- (i) The minimum weekly rate of pay for employees shall, subject to the other provisions of this award, be calculated by dividing the salaries set out in Table 1 - Wage Rates, of Part B - Monetary Rates, by 52.14.
- (ii) Classifications

An employee shall be initially appointed to the appropriate level as determined by the employee's skills and duties required to be performed in the position, as set out below:

- (a) A Level 1 position is one where the employee undertakes basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and the general functions of the boarding house.
 - (b) A Level 2 position is one where the employee carries out the duties of a Level 1 employee but while actively on duty may deputise as required from time to time for the person in charge of the boarding house.
 - (c) A Level 3 position is one where the employee is responsible for the management of a boarding house and has a significant concern for the welfare of the students. Duties include the maintenance of effective communication with the parents of students and the supervision of other staff covered by this award in the boarding house.
 - (d) A Level 4 position is one where the employee is responsible to the Principal of a school for the overall supervision of the recreational and personal general welfare of all students and has overall responsibility for the administration of two or more boarding houses.
- (iii) Part-time Employees

Part-time employees shall be paid at the same weekly rate as a full-time employee with the corresponding classification but in that proportion which the number of hours for which the part-time employee is rostered to work bears to the number of hours for which a full-time employee at that boarding house is rostered to work.

(iv) Casual Employees

Casual employees shall be paid:

- (a) at the same weekly rate as a full-time employee with the corresponding classification but in that proportion which the number of hours rostered to be worked by the casual employee bear to the hours rostered to be worked by the full-time employee at that boarding house; plus
 - (b) 25 per cent of that amount (inclusive of payment in lieu of annual holidays required to be paid under the *Annual Holidays Act 1944*).
- (v) The hourly rates for part-time and casual employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.

4. Payment of Wages

- (i) the Wages Payable to an Employee Other Than a Casual Employee Shall be Payable at the Employer's Discretion Either Weekly, Fortnightly Or Half-Monthly.
- (ii) Wages payable to an employee shall be payable, at the employer's discretion, by either cash, cheque or electronic funds transfer into an account nominated by the employee.

5. Contract of Employment

- (i) On appointment, the employer shall provide full-time and part-time employees with a letter of appointment setting out the following:
 - (a) the classification and rate of pay of the employee;
 - (b) the rostered number of hours to be worked each week and the number of weeks to be worked throughout the year.

- (ii) Except for the first week of employment, the employment of a full-time or part-time employee may be terminated by four weeks notice given by either party or by the payment or forfeiture, as the case may be, of four weeks wages in lieu of notice. This shall not affect the right of the employer to summarily dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.

(NOTATION: Reference should be made to Federal legislation which may require more than four weeks notice to be given by employers when terminating the services of an employee in some instances.)

- (iii) In the case of a casual employee, one day's notice shall be given by either party.
- (iv) On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification, and when the employment terminated.
- (v) Redundancy

See Part C - Redundancy

6. Hours of Work

- (i) An employee rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.
- (ii) All employees shall be entitled to 48 hours off duty each week or 96 hours off each fortnight, at a time mutually convenient to the employer and the employee. Such time off shall be consecutive, as far as practicable, unless the employee and employer agree otherwise.
- (iii) The rostered hours of work for full-time employees shall not exceed 172 hours in any period of four school term weeks. Rostered hours include a period where the employee is required to be available for duty other than a period overnight when the employee is sleeping on the premises. Both parties recognise the need for flexibility in this area of employment.

7. Sick Leave

An employee, with the exception of a casual employee who is unable to attend for duty during the employee's working hours by reason of personal illness or incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to be paid for the time of such non-attendance subject to the following:

- (i) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to worker's compensation.
- (ii) The employee shall, as soon as reasonably practicable and in any case prior to what would have been the normal commencement time, inform the employer of the employee's inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of absence.
- (iii) Other than in respect of the first two days absence in respect of sickness in any year an employee shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to the school medical officer. Notwithstanding the foregoing the employer may require other evidence of sickness.
- (iv) Service before the first pay period commencing on or after 1 May 1995 shall be taken into account for the purpose of calculating the annual entitlement to sick leave. Service prior to that date shall not be taken into account in determining accumulated sick leave entitlements provided that an employee shall retain sick leave, if any, accumulated pursuant to a contract of employment prior to that date.
- (v) The employee shall, in respect of any year of continued employment, be entitled to paid sick leave for seven days during the employee's first year of service, and ten days during each subsequent year of

service. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave which may be allowed or carried forward under this award in respect of such year.

- (vi) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year. Current sick leave entitlements shall be exhausted before accumulated leave is taken.
- (vii) For the purposes of this clause a year means a year of service.
- (viii) Notwithstanding the provisions of subclause (v) of this clause, the sick leave entitlement of a part-time employee shall be in that proportion which the number of hours rostered to be worked by the part-time employee in a week bears to the number of hours rostered to be worked in a week by a full-time employee at that boarding house.

8. Annual Leave and Payment on Termination

- (i) All employees, other than casual employees, shall receive four weeks paid annual leave in accordance with the *Annual Holidays Act 1944* such leave normally to be taken during the boarding house summer pupil vacation period.
- (ii) The provisions of the *Annual Holidays Act 1944* shall apply with respect to pro-rata payment on termination.

9. Annual Leave Loading

- (i) A leave loading equivalent to 17.5 per cent of four weeks' salary shall be paid to an employee, other than a casual employee, who has completed twelve months' continuous service with the employer.
- (ii) The loading is the amount payable for the period at the rate of 17.5 per cent of the employee's weekly rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing the annual holiday but shall not include any allowances or any other payments prescribed by this award.
- (iii)
 - (a) No loading is payable to an employee who takes annual holidays wholly or partly in advance; provided that, if the employee continues until the day when they 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 (ii) of this clause applying the award rates of wages payable on that day.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be paid an annual holiday loading where the annual holiday is taken by agreement wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.
- (iv)
 - (a) 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 (ii) of this clause, for the period not taken.
 - (b) Except as provided in paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

10. Long Service Leave

(i) Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause the provisions of the *Long Service Leave Act 1955* shall apply.

(ii) Quantum of Leave

Subject to subclause (iii) of this clause, the amount of long service leave to which an employee shall be entitled shall:

(a)

(A) in the case of an employee who has completed ten years service be in respect of such service - 10.5 weeks; and

(B) in respect of each additional five years of service with the employer since the employee last became entitled to long service leave - 5.25 weeks; and

(C) on the termination of the employee's services in respect of the number of years service with the employer completed since the employee last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.05 weeks for each completed year of service; and

(b) in the case of an employee who has completed five years adult service with an employer and whose services with the employer are terminated or cease for any reason other than misconduct be a proportionate amount on the basis of 10.5 weeks for ten year's service (such service to include service with the employer as an adult and otherwise than as an adult).

(iii) Calculation of Entitlement

In the case of an employee whose service with an employer began before 1 May 1995 and whose service would entitle the employee to long service leave under this clause, the amount of long service leave to which the employee shall be entitled shall be the sum of the following amounts:

(a) the amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before 1 May 1995; and

(b) an amount calculated on the basis of the provisions of this clause from 1 May 1995.

(iv) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking maternity leave (including paid and unpaid leave) or approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

(v) Any long service leave shall be inclusive of any public holidays and other pupil vacation periods falling within the period of such leave.

11. Parental Leave

(a) Maternity Leave

(i) An employee who takes unpaid maternity leave under the provisions of the *Industrial Relations Act 1996* must be paid under this clause.

- (ii) The amount of paid leave for an employee who takes leave after 1 January 2005 shall be twelve weeks, provided that an employee who commences maternity leave prior to 1 January 2005, shall be entitled to nine weeks leave.
- (iii) The employee must be paid at the rate the employee was paid at the time of commencing leave.
- (iv) The employee must be paid:
 - (A) at the usual times and intervals that other employees are paid at the school, or
 - (B) if the employee asks two weeks in advance and the School agrees, in a lump sum.
- (v) The employer must pay the first or lump sum payments at the pay period commencing closest to:
 - (A) six weeks before the anticipated date of birth, or
 - (B) if the birth occurs before the time referred to in (a), the date of the birth; or
 - (C) if the employee has not commenced maternity leave at the time referred to in (A), when the employee commences leave.
- (vi) If an employee's pregnancy is terminated other than by the birth of a living child:
 - (A) more than 20 weeks before the anticipated date of birth the employee is not entitled to the payment;
 - (B) less than 20 weeks before the anticipated date of birth the employee is entitled to the payment while she remains on leave.
- (vii) The period of maternity leave will not count as a period of service under this award or any statute.
- (viii) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

Notation:

- (i) Where possible maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. However this does not diminish the right of an employee to proceed on leave on the date she nominates in accordance with the *Industrial Relations Act 1996*.
 - (ii) In order to facilitate the desirable practice referred to in (i) above, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the *Industrial Relations Act 1996*, should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (b) Paternity Leave
- (i) An employee who takes paternity leave after 1 January 2005 shall be entitled to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer's Leave available to the employee pursuant to clause 12 of this award (NB: spouse means a spouse as defined in Clause 12 Carer's Leave).

- (ii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58(2) of the *Industrial Relations Act 1996*.

(c) Adoption Leave

An employee shall be entitled to nine weeks paid leave for the purpose of adopting any child providing the leave is taken after 1 January 2005 and before the child reaches full-time enrolment age.

12. Carer's Leave

12.1. Use of Sick Leave

- (a) A full-time or part-time employee with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 7 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.
- (b) The employee shall, if required by the employer, establish either by production of a medical certificate, statutory declaration, written statement or other evidence that the person concerned is ill and requires care. In normal circumstances, an employee shall not take carer's leave under this clause where another person has taken leave to care for a person referred to in subparagraph (ii) of paragraph (c) of this subclause.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (A) a member of the employee's immediate family; or
 - (B) a member of the employee's household.

The term 'immediate family' includes:

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

- (f) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the employee in accordance with Clause 7 of the award.

12.2. Unpaid Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (ii) of paragraph (c) of subclause 12.1 of this clause who is ill.

12.3. Annual Leave

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

12.4. 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, at the ordinary rate of pay.

13. Bereavement Leave

- (i) An employee shall, on the death of the spouse, father, mother, parent-in-law, brother, sister, child, step-child, grandparent or grandchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave, for a period not exceeding two days in respect of any such death shall be without loss of any pay which the employee would have received if the employee had not been on such leave.
- (ii) The rights to such paid leave shall be dependent on compliance with the following conditions:
 - (a) satisfactory evidence of such death shall be provided by the employee if required by the employer; and
 - (b) the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this award or otherwise.
- (iii) Bereavement leave shall be available to the employee in respect of the death of a member of the employee's immediate family or household, as defined in clause 12, Carer's Leave, of this award.
- (iv) Bereavement leave may be taken in conjunction with other leave available under subclauses 12.2, 12.3 and 12.4 of clause 12, Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.

14. Jury Service

- (i) A full time or part-time employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The employee shall be required to reimburse to the

employer any monies payable to the employee for such attendance (excluding reimbursement of expenses) which required the employee's absence from school.

- (ii) The employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The employee shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

15. Disputes Procedure

- (i) Subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.
- (ii) Any grievance or dispute which arises shall, where possible, be settled by discussion between the staff member and the Principal in accordance with any procedures that have been adopted by the school.
- (iii) If no agreement is reached and if the staff member seeks assistance from the union or another person, the matter will be referred to the Association of Independent Schools by the union or that person and shall be dealt with in accordance with the agreement between the Association of Independent Schools and the union (see Attachment A).
- (iv) Should the matter not be resolved, it may be referred by either party to the Industrial Relations Commission of New South Wales for settlement.

15A. Anti-Discrimination

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

16. Supervision of Students

- 16.1 During peak periods of the day additional personnel will be rostered for duty when dealing with large groups of children.

16.2 For the purposes of this clause, additional personnel may include teaching staff.

16.3 In determining supervisory levels, the school will recognise its obligation to maintain the appropriate duty of care.

17. Higher Duties

Employees required to temporarily perform duties in a higher grade for more than one day shall be paid at the higher grade rate for the whole period during which those duties are performed.

18. Travelling Expenses

- (i) When an employee, in the course of their duty, is required by the employer to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.
- (ii) Any employee required to provide a motor car shall be paid extra per week at the rate set by Item 1 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates.
- (iii) Where an employee is required to use their motor car by their employer on a casual or incidental basis, they shall be paid the rate set by Item 2 of the said Table 2, during such use.
- (iv) If the employer provides a vehicle the employer shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

19. Remuneration Package

- (i) This clause shall apply to those individual schools wishing to facilitate the provision of salary and benefit packages to individual members of staff covered by this award.
- (ii) For the purposes of this clause:
 - (a) "Benefits" means the benefits nominated by the employee from the benefits provided by the school and listed in paragraph (c) of subclause (iv) of this clause.
 - (b) "Benefit Value" means the amount specified by the school as the cost to the school of the Benefit provided, including Fringe Benefit Tax, if any.
 - (c) "Fringe Benefit tax" means tax imposed by the *Fringe Benefits Tax Act 1986*.
- (iii) Conditions of Employment

Except as provided by this clause, employees must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this award.

- (iv) Salary Packaging

The school may offer to provide and the employee may agree in writing to accept:

- (a) the Benefits nominated by the employee; and
- (b) a salary equal to the difference between the benefit value and the salary which would have applied to the employee or under subclause (iii) of this clause, in the absence of an agreement under this subclause.
- (c) The available benefits are those made available by the school from the following list:
 - (1) superannuation;

- (2) childcare provided by the school;
- (3) other benefits offered by the school.
- (d) The school must advise the employee in writing of the benefit value before the agreement is entered into.
- (v) During the currency of an agreement under subclause (iv) of this clause:
 - (a) Any employee who takes paid leave on full pay shall receive the benefits and salary referred to in paragraphs (a) and (b) of subclause (iv) of this clause.
 - (b) If an employee takes leave without pay the employee will not be entitled to any benefits during the period of leave.
 - (c) if an employee takes leave on less than full pay he or she shall receive:
 - (1) the benefits; and
 - (2) an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$
, where:
 S = the salary determined by paragraph (b) of subclause (iv) of this clause.
 P = the percentage of salary payable during the leave.
 B = benefit value.
 A = amount of salary.
 - (d) Any other payment under this award, calculated by reference to the employee's salary, however described, and payable:
 - (1) during employment; or
 - (2) on termination of employment in respect of untaken paid leave; or
 - (3) on death,

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

20. Savings Clause

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

21. No Extra Claims

- (i) It is a term of this award that the union undertakes not to make or pursue any extra claims for improvements in wages or other terms and conditions of employment until 31 December 2006.

22. Area, Incidence and Duration

- (i) This award shall apply to all persons of the classes herein provided for, employed in boarding houses conducted by or on behalf of non-government schools including the independent schools listed below but excluding all Catholic schools not listed.

Chevalier College, Bowral;

Kincoppal - Rose Bay School;

Loreto College, Normanhurst;

St Ignatius College, Riverview;

St Stanislaus College, Bathurst;

St Vincent's College, Potts Point.

Provided further that this award shall not apply to employees covered by:

- (1) Teachers (Independent Schools) (State) Award and employed as a teacher by that employer.
- (2) Miscellaneous Workers - Independent Schools and Colleges, &c. (State) Award.
- (3) The Royal New South Wales Institute for Deaf and Blind Children Employees' (State) Award.
- (4) Social and Community Services Employees (State) Award.

And provided further this award shall not apply to:

- (a) Members of a recognised religious order and/or Clerks in Holy Orders and/or Ministers of Religion [including a Minister/Teacher or a Missionary/Teacher who is a member of the Seventh Day Adventist Church and who is employed in a boarding school operated by a local Conference of the Australasian Division of the Seventh Day Adventist Church], provided that application may be made on behalf of any such member to be included within the scope of this award.
 - (b) Students primarily enrolled and undertaking a study at a university or a college of TAFE, who are provided with board and lodging without charge by an employer covered by this award and who are rostered to work not more than 80 hours per four weeks.
 - (c) Persons who are in full-time employment elsewhere other than at the school and are provided with board and lodging without charge seven days per week by an employer covered by this award and who are rostered to work not more than 80 hours per four weeks.
 - (d) G A P students who are gaining experience under a "school to school interchange programme" with an employer covered by this award.
- (ii) This award rescinds and replaces the Boarding House Staff (Independent Schools) (State) Award 2001 published 21 December 2001 (330 IG 487) and all variations thereof.
- (iii) This award shall take effect from 1 September 2004 and remain in force until 31 December 2006.

PART B

MONETARY RATES

Table 1 - Wage Rates

Level	From 1 September 2004 (5.5%) \$	From the first full period on or after 1 February 2005 (4%) \$	From the first full pay period on or after 1 February 2006 (4%) \$
1	33,556	34,898	36,294
2	36,476	37,935	39,452
3	39,392	40,968	42,607
4	43,768	45,519	47,340

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Amount \$
1	18 (ii)	Own Car Allowance - for a vehicle 1500cc or under - for a vehicle over 1500cc	91.55 per week 113.17 per week
2	18 (iii)	Own Car Allowance for use on a casual or incidental basis	0.55 per km

PART C**REDUNDANCY**

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- 1.2 This part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part 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.
- 1.4 This part 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.

2. Employers Duty to Notify and Discuss

- 2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- 2.2 The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers 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.

3. Discussions Before Terminations

- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone 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.
- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause 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 of the employees concerned.
- 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4. Notice for Changes in Production, Program, Organisation Or Structure

- 4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure in accordance with clause 2 of this part.

- 4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- 4.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

- 4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

- 4.2.1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

- 4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

- 4.3 Time off during the notice period

4.3.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

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 part 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.

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.

4.6 Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service 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.

4.7 Department of Social Security 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.

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, 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 rate for the number of weeks of notice still owing.

5. Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, 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:

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

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil

1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

5.1.2 Where an employee is 45 years old 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

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.1.4 Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs 5.1.1 and 5.1.2 above.

5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 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 subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for an employee.

ATTACHMENT A

SETTLEMENT PROCEDURE: AGREEMENT BETWEEN THE AIS AND THE IEU

1. Underlying Principles

The Association of Independent Schools and the New South Wales Independent Education Union each has responsibilities toward their respective members which are recognised and respected. The two organisations also have a number of interests in common. These include the recognition and acceptance of the following:

- A. The quality and public perception of independent schooling is of significance and both recognise that there is mutual responsibility to protect, promote, develop and enhance this sector of schooling in New South Wales.

- B. There is mutual benefit to their memberships in there being a working relationship between the two organisations which is built on professional attitudes and clearly established and recognised procedures.
- C. The individuality and authority of each independent school, as well as the individuality and rights of each staff member.
- D. The attitudes and interests in common include:
 - (i) An interest in helping to maintain a working environment in which quality education can be provided in a manner consistent with the school's aims and objectives and its philosophy.
 - (ii) A common view that quality education is most likely to be provided where there is recognition, encouragement and support for the professional attitudes, rights and growth of staff members as well as for their personal needs and developments and the industrial rights of all parties.
- E. The right of employee(s) and the employer(s) to seek assistance and advice from their respective associations.

2. Operational Procedures Between the Ais and the Ieu

The right of each organisation to deal with its members as it sees fit notwithstanding, it is agreed that the following will be the general principles upon which each organisation will approach the attempts to resolve difficulties that have not been resolved by direct discussion between the employer and employee concerned.

- A. Both organisations recognise that it is generally preferable for perceived problems to be discussed between the staff member and the Principal of the school concerned with a view to resolving the matter and that it is only when the normal employer/employee process does not achieve a mutually satisfactory result that it is appropriate for the matter to be discussed formally between the AIS and the IEU. This does not preclude earlier informal discussions where appropriate nor does it preclude discussion between the IEU and its members in a school as to the most appropriate method of resolving a problem.
- B. The IEU undertakes to refer to the AIS matters in which it seeks information from an independent school or to discuss the matters that are of concern to its members and to do this wherever possible before encouraging school staff and IEU chapters to pass resolutions about the matter.
- C. The AIS undertakes to respond by seeking discussions with the school to ascertain its wishes as to how (and where necessary, through whom) it wishes to proceed in dealing with the matter and to advise the IEU of the school's decision.
- D. The steps that will then follow will be determined to suit the particular matter but in general can be expected to be as follows:
 - (i) The AIS and IEU will discuss the matter with a view to:
 - (a) identifying the facts of the matter to ensure that it is not misunderstandings that have created the problem;
 - (b) clarifying the issues and wishes of each of those involved;
 - (c) exploring the options that appear to be available;
 - (d) where possible, assisting the parties to arrive at a mutually satisfactory solution;
 - (e) nothing in the above diminishes the right of either party to refer any matter to the Industrial Relations Commission of New South Wales.
- E. As a general rule the school, the employee, the AIS and the IEU will maintain confidentiality to ensure that the dignity of the employee, the school and its personnel are maintained wherever possible.

The AIS and IEU will, where deemed advisable, prepare sufficient documents to confirm the agreement and assist in its implementation.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1090)

SERIAL C3433

**SCHOOL SUPPORT STAFF (INDEPENDENT SCHOOLS) (STATE)
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 5560 of 2004)

Before Mr Deputy President Sams

25 October 2004

AWARD

PART A

1. Arrangement

PART A

CONDITIONS

Clause No. Subject Matter

1. Arrangement
2. Definitions
3. Wages
4. Allowances
5. Payment of Wages
6. Contract of Employment
7. Hours
8. Overtime
9. Meal and Rest Breaks
10. Sick Leave
11. Public Holidays
12. Annual Leave and Payment on Termination
13. Annual Leave Loading
14. Long Service Leave
15. Parental Leave
16. Carer's Leave
17. Bereavement Leave
18. Jury Service
19. Other Conditions
20. Superannuation
21. Remuneration Package
22. Disputes Procedure
23. Anti Discrimination
24. Savings Clause
25. Exemptions
26. No Extra Claims
27. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

PART C

REDUNDANCY

Attachment A - Disputes Settlement Procedure

2. Definitions

- (i) "Award" means the School Support Staff (Independent Schools) (State) Award 2004.
- (ii) "Basic Earnings" means the minimum rate of pay prescribed for the employee by this award.
- (iii) "Employer" means the employer of an employee to whom this award applies.
- (iv) "Employee" means, without limiting the generality of this expression, an employee other than a teacher who may be employed in a position described as food technology assistant, art assistant, TAS assistant, music assistant, laboratory assistant, library/audio-visual assistant, book-room assistant, bilingual aide, or teachers' aide, or other position in which the employee is required to assist the teaching staff in the curricula or co-curricula activities of the school (such persons are described in this award as school assistants) or employed in a clerical or administrative capacity.

Employees shall not be deployed instead of a teacher to conduct classroom lessons.

- (v) "Full-time Employee" means an employee who is employed to work 38 hours per week.
- (vi) "Part-time Employee" means an employee who works a constant number of ordinary hours less than 38 hours per week.
- (vii) "Casual Employee" means an employee engaged and paid as such.
- (viii) "Temporary Employee" means an employee employed to work full-time or part-time for a period not to exceed 12 months. An employee may be employed as a Temporary employee in the following circumstances:
 - a. where an employee is employed to replace an employee on leave or secondment.
 - b. where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations.
 - c. where an employee is employed on a specific programme not funded by the school.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary.

- (ix) "Union" means the New South Wales Independent Education Union.
- (x) "Fund" means either:
 - (a) the New South Wales Non-Government Schools Superannuation Fund; or
 - (b) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.

3. Wages

- (i) The minimum weekly rate of pay for employees shall, subject to the other provisions of this award, be calculated by dividing the rates set out in Table 1 - Wage Rates, of Part B - Monetary Rates, by 52.14.
- (ii) Part-Time Employees

Part-time employees shall be paid for each hour worked during ordinary time one thirty-eighth of the minimum weekly rate (as calculated in accordance with subclause (i) of this clause) for the level at which they are employed for a minimum of three hours each start, unless employed for a specific program (such as ESL or Special Learning Needs) in which case they must be paid for a minimum of one hour, provided that a school assistant shall be entitled to an additional loading of 5%.

- (iii) Casual Employees

Casual employees shall be paid:

- (a) for each hour worked during ordinary time, one thirty-eighth of the minimum weekly rate (as calculated in accordance with subclause (i) of this clause) for the level at which they are employed; plus

- (b) 20 % of that amount (inclusive of payment in lieu of annual holidays required to be paid under the *Annual Holidays Act 1944*);

for a minimum of three hours each start.
- (iv) The hourly rates for part-time and casual employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- (v) Classifications

An employee shall be initially appointed to the appropriate level as determined by the employee's skills and duties required to be performed in the position.

School Assistants

A "Level 1" position is one where the employee:

- (a) requires no previous experience and a limited range of skills are exercised;
- (b) is required to undertake only basic duties under close supervision;
- (c) is not expected to demonstrate independent initiative and judgement;
- (d) is not required to supervise other employees; and
- (e) may not assist students without at least a level 3 school assistant or teacher present.

A "Level 2" position is one where the employee:

- (a) has the experience and skills required to perform basic duties without technical instruction;
- (b) requires instruction for more complex tasks;
- (c) may be expected to demonstrate independent initiative and judgement;
- (d) is not required to supervise other employees; and
- (e) may not assist students without at least a level 3 school assistant or teacher present.

A "Level 3" position is one where the employee:

- (a) possesses technical competencies required for the position;
- (b) only limited instruction is required for the performance of complex duties;
- (c) is normally required to exercise independent initiative and judgement;
- (d) if required by the employer, may supervise up to three employees; and
- (e) may supervise a small group of children without a teacher present.

A "Level 4" position is one where the employee:

- (a) possesses a knowledge of workplace practices and procedures including a detailed knowledge of complex procedures relevant to the position;
- (b) resolves complex operational problems and co-ordinates work within a department or unit of the school;

- (c) displays a high level of initiative and judgement;
- (d) if required to supervise other employees, will be responsible for maintaining the quality of work of those supervised;
- (e) may supervise students without a teacher present; and
- (f) is responsible for planning future department or school organisational needs within his / her areas of responsibility.

Clerical and Administrative Staff

Level 1 Clerical Assistant

An employee at this level may:

- a) be required to undertake tasks involving basic clerical skills under supervision;
- b) be required to undertake tasks such as handling orders and mail, messenger work and photocopying; and
- c) be required to perform telephone relief duties for a short duration.

An employee at this level will have no prior experience or training.

Level 2 - Clerical Officer

An employee at this level:

- a) may be required to undertake the complete range of clerical duties;
- b) may be required to perform a range of financial tasks;
- c) has responsibility for operational issues in work area;
- d) may be required to co-ordinate work within own area of responsibility;
- e) may be required to supervise up to two employees;
- f) may be required to prepare standard operational reports and statistical returns; and
- g) be able to deal with standard information systems.

Examples of titles at this level include, but are not limited to: Enrolment Officer, Receptionist, General Secretary, Word Processing Officer/Typist, Data Entry Clerk Administrative Assistant

Level 3 - Senior Clerical Officer

An employee at this level:

- a) is required to have a high level of financial responsibility;
- b) resolves complex operational problems;
- c) may be required to supervise up to four employees;
- d) may be required to prepare detailed operational reports; and
- e) may be required to deal with more complex financial and administrative systems; or

- f) an employee at this level may be required to take responsibility for the co ordination and ongoing management of special projects where an advanced level of clerical and administrative skill is required.

Examples of titles at this level include, but are not limited to; Personal Assistant, Payroll Officer, Finance Assistant, Creditors Clerk, Debtors Clerk, Bookkeeper, Special Projects Officer

Level 4 - Administrator

An employee at this level:

- a) provides financial advice to the Principal or Bursar and/or manages financial systems;
- b) has proven skills/knowledge in complex office procedures;
- c) where applicable has responsibility for the professional development of other support staff employees;
- d) contributes to operational and strategic planning for area of responsibility; and
- e) has post secondary qualifications or equivalent experience.

Examples of titles at this level include, but are not limited to: Assistant Bursar, Administration Manager, Secretary (Finance and Administration)

(vi) Progression

- (a) Subject to paragraphs (b) and (c) of this subclause, an employee shall be appointed to step one of the appropriate level and shall progress to each further step within the level, on completion of a year's full-time service or equivalent, subject to paragraph (b) of this subclause. Provided that in the case of an employee employed as Level 4 - Administrator, the employee shall progress on the completion of two years of full time service or equivalent. The number of steps within each level shall be as set out in Table 1-Wage Rates of Part B Monetary Rates.
- (b) Where an employer considers that service of an employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the employer pursuant to clause 22, Disputes Procedure, before the date on which progression would otherwise occur.

(vii) Re-Classification

- (a) An employee may apply to progress to another level or seek reclassification if regularly called upon to perform a substantial proportion of duties appropriate to the higher level. The employer will examine the skills utilised and the duties performed by the employee.
- (b) Where an application is made to progress to a higher level, the employer shall determine the application within one month of receipt of the application.
- (c) Progression to a higher level shall take place from the first full pay period on or after the application has been approved by the employer.
- (d) The employee shall be placed on the first step of the new level following reclassification.

(viii) Juniors (Clerical and Administrative Staff Only)

Junior employees shall receive the percentages of the adult rate for their classification as set out in Table 1 - Wage Rates, of Part B - Monetary Rates.

(ix) Higher Duties

Employees required to temporarily perform duties in a higher grade for more than one day shall be paid at the higher grade rate for the whole period during which those duties are performed.

4. Allowances

(i) Meals

Where an employee is required to work overtime after ordinary working hours in excess of one and one half hours on any day, the employee shall be paid an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, for a meal, or be supplied with a suitable meal.

Any employee required to work more than five hours overtime shall be paid a further sum as set out in the said Item 1 or be supplied with a meal.

(ii) First Aid

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body, shall be paid an allowance as set by Item 2 of the said Table 2 if the employee is required by an employer to perform first-aid duty.

(iii) Medication Allowance

An employee who is required by an employer from time to time to dispense medication to pupils in accordance with the school's medication plan shall be paid an allowance as set by Item 3 of the said Table 2. Such allowance shall be in addition to the first aid allowance if such is paid to the employee. Provided that such employee shall receive written instructions relating to the administration and dosage of all medications, prior to the requirement to dispense. Where a particular medication requires that training be undertaken, such training shall be arranged and conducted during normal working hours at no expense to the employee.

(iv) Travelling Expenses

(a) When an employee, in the course of their duty, is required by the employer to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.

(b) Any employee required to provide a motor car shall be paid extra per week at the rate set by Item 4 of the said Table 2.

(c) Where an employee is required to use their motor car by their employer on a casual or incidental basis, they shall be paid the rate set by Item 5 of the said Table 2, during such use.

(d) If the employer provides a vehicle the employer shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

(v) Where a School Assistant employed by the Autism Association agrees to supervise a class on a given day without a Teacher present, such employee shall be paid the amount set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates. Provided that an employee shall receive the allowance notwithstanding that the class may be merged with another class that has a teacher for a session or particular activity on that day. Provided further that, in the case of satellite schools, an employee shall receive the allowance notwithstanding that the class is merged with the mainstream for part(s) of the day in the regular program. Nothing contained in this subclause prevents such an employee from refusing a request to supervise a class without the teacher present.

5. Payment of Wages

- (i) The wages payable to an employee, other than a casual employee, shall be payable at the employer's discretion either fortnightly or half-monthly.
- (ii) Wages payable to an employee shall be payable at the employer's discretion, by either cash, cheque or electronic funds transfer into an account nominated by the employee.
- (iii) The employer may elect to stand down an employee in accordance with subclause (iv) of clause 6, Contract of Employment, or to average the employee's payment of wages over the year.
- (iv) When the employer elects to average the employee's payment of wages in accordance with sub-clause (iii) of this clause, the rates will be paid in equal instalments throughout the year including annual leave (this is not inclusive of the annual leave loading). The following formula shall be used to determine the appropriate weekly rate:

$$\frac{N + 11}{240} \times \frac{\text{annual rate of salary}}{52.14}$$

Where:

N = number of days the employee will be required to work each year:

Provided that:

- (a) the number of days worked excludes public holidays; and
- (b) for the purpose of this formula only, and to avoid a mathematical inconsistency, a part-time employee shall be deemed to work the same number of days during school terms as a full-time employee at the same school.
- (v) Part time averaged rates shall be calculated by determining the full time averaged salary then dividing by 38 and adding a part time loading for School Assistants (see clause 3 subclause (ii) for part time loading)
- (vi) The rate of pay of an employee determined by paragraph (iv) of this subclause, shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.

6. Contract of Employment

- (i) Letter of Appointment

On appointment, the employer shall provide full-time and part-time employees with a letter of appointment setting out the following:

- (a) the classification and rate of pay of the employee;
- (b) the number of hours to be worked each week and the number of weeks to be worked throughout the year;
- (c) a statement in relation to superannuation entitlements as required by paragraph (h) of subclause (ii) of clause 20, Superannuation; and
- (d) whether the rate of pay is payable during term time only or throughout the year in accordance with subclause (iii) of clause 5, Payment of Wages.

If there is a requirement to work during pupil vacation periods, the number of such days to be worked shall be clearly specified.

(ii) Notice of Termination

- (a) Except for the first week of employment, the employment of a full-time or part-time employee may be terminated by two weeks notice given by either party or by the payment or forfeiture, as the case may be, of two weeks wages in lieu of notice. This shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.

(NOTATION Reference should be made to Federal legislation which may require more than two weeks notice to be given by employers when terminating the services of an employee in some instances.)

- (b) During the first week of employment, the employment may be terminated by a day's notice given by either party.

An employee, at the point of engagement, shall be notified whether his / her employment is for a probationary period of one week.

Any employee who is notified upon engagement that probation applies for a period of a week may be dismissed before the expiration of such period and in such case shall be considered a casual employee and shall be paid the rates prescribed for a casual employee in clause 3, Wages.

- (c) In the case of a casual employee, one day's notice shall be given by either party.

(iii) Statement of Service

On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification, and when the employment terminated.

(iv) Pupil Vacation Periods

- (a) An employee may be stood down on leave of absence without pay during all pupil vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for all award and statutory purposes by such leave of absence during pupil vacation periods. Any public holidays falling within such period of stand-down on leave of absence without pay shall be paid at ordinary rate if they fall on a day on which the employee ordinarily works.
- (b) Where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee within one week of the end of any school term or during the following vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act 1955*.
- (c) In accordance with the employee's letter of appointment, an employee may be required to work during pupil vacation periods during which the employee is ordinarily stood down. If the employee's letter of appointment does not specifically designate the period required to be worked during pupil vacation periods, the employee shall be given eight weeks notice of such requirement to work prior to the commencement of the pupil vacation period. The employee may be required to work during the ordinary hours and days which the person normally works, provided that the employee may agree to work on different days or for different hours or with a lesser period of notice.

An employee required to work as outlined in this paragraph (where the period required to be worked is not specifically designated in the employee's letter of appointment) shall be paid at casual rates in addition to any other remuneration received if the employee is paid an averaged rate of pay pursuant to subclause (iii) of clause 5, Payment of Wages.

- (d) An employee who, prior to 1 May 1995 was not stood down, shall not be stood down after the introduction of the award unless he or she agrees in writing.
- (v) Redundancy
See part C - Redundancy of this award

7. Hours

- (i) Notice of Hours

The employer shall fix the employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the employees and such hours shall not be changed, without payment of overtime, for work done outside the fixed hours unless seven days notice of any change of hours is given by the employer to the employee; provided that such seven days notice shall not be required if any change of hours is by mutual agreement between the employer and the employee.

- (ii) The ordinary hours of employees, exclusive of meal breaks, shall not, without payment of overtime, exceed an average of 38 hours per week to be worked in five days, Monday to Friday inclusive.
- (iii) An employer may request, but not require, a part-time employee to work additional hours in accordance with the provisions of this subclause. Where:
 - a. the employee's wages are averaged in accordance with subclause (iv) of Clause 5, the employee shall be paid for all such additional hours at the casual rate in accordance with subclause (iii) of Clause 3, provided that such hours fall within the spread of ordinary hours as set out in subclause (i) of this clause and do not result in the employee working more than 8 hours on that day. Where additional hours are worked on a day the employee is already attending for work, the minimum casual start of three hours shall not apply;
 - b. the employee's wages are not averaged, the employee shall be paid for all such hours at their normal hourly rate of pay, provided that such hours fall within the spread of ordinary hours as set out in subclause (i) of this clause and do not result in the employee working more than 8 hours on that day.
- (iv) Where additional hours worked by a part-time employee fall outside the spread of ordinary hours or result in an employee working more than 8 hours on a day, those hours shall be overtime and paid in accordance with Clause 8 Overtime. However an employee may request that additional hours be taken as time in lieu in accordance with the provisions of subclause 8(v) of this award.

8. Overtime

- (i) Subject to the provisions of subclause (vii) of this clause, an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for in subclauses 8 (v) and 16.4 of this award.
- (ii) Subject to the provisions of subclause (iii) of this clause, for all time required by the employer to be worked outside the ordinary hours of work prescribed by clause, 7 Hours, shall be overtime and shall be paid for at the un-averaged rate of time and one-half for the first two hours and double time thereafter.

- (iii) All overtime worked by an employee between midnight Friday and midnight Sunday shall be paid at the rate of double time.
- (iv) In computing overtime, each day shall stand alone.
- (v) Where an employee has performed duty on overtime, the employee may be released from duty for a period not exceeding the period of overtime actually worked (that is an hour for each hour of overtime worked) subject to the conditions herein:
 - (a) An employee may only be released from duty in lieu of payment for overtime at the request of the employee and with the agreement of the employer. Such agreement shall be in writing and be kept with the time and wages records.
 - (b) An employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and shall be taken within four weeks of the accrual. Where such leave is not taken in this period it shall be paid for at the appropriate overtime rate.
 - (c) This provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days.
- (v) Where:
 - (a) an employee is required to attend school after leaving, other than to carry out rostered duties; and
 - (b) the duty is not continuous with completion of ordinary working hours;

the employee must be paid a minimum of two hours pay at the relevant rate. For the purpose of paragraph (b) of this subclause, the taking of a meal break shall not of itself mean that the duty is not continuous.
- (vii) 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.
- (viii) For the purposes of subclause 8 (vii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health or 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.

Notation: The employers and the Union are of the view that where hours are varied in accordance with clause 7 (i) such hours cannot properly be regarded as overtime.

9. Meal and Rest Breaks

- (i) Not more than one hour nor less than half an hour shall be allowed to employees each day for lunch and/or an evening meal where work continues after 6 pm. This meal break shall be at a time mutually agreed upon between the employer and employee.

- (ii) All employees shall be allowed a rest break of ten minutes daily and this break shall be counted as time worked.

10. Sick Leave

- (i) An employee, with the exception of a casual employee, shall be entitled to seven days sick leave during the first year of service and ten days during the second and subsequent years of service on full pay, subject to the following conditions:
 - (a) Employees shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to payment under the *Worker's Compensation Act 1987*.
 - (b) The employee shall notify the Principal of the school, or other such person deputised by the Principal, of the nature of the illness and the estimated duration of the absence, where practicable, prior to the commencement of the first organised school activity on that day.
 - (c) The employer may require the employee to provide such evidence as the employer or school medical officer may desire that the employee was unable, by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

- (ii) Part-Time Employees

The sick leave entitlement of a part-time employee shall be in that proportion which the average number of hours worked by the employee in a week bears to 38. When the number of hours worked by a part-time employee varies, the sick leave entitlement of the employee shall be calculated and credited to the employee in hours at the time of such variation.

- (iii) Accumulation of Sick Leave

If all sick leave is not taken in a year, the untaken part shall accumulate from year to year. Provided that in the case of a person employed in a clerical and administrative capacity, an employer shall not be bound to credit an employee for sick leave which accrued more than 12 years before the end of the last completed year of service, subject to subclause (v) of this clause.

- (iv) Current sick leave entitlements shall be exhausted before accumulated sick leave is taken.
- (v) Service before the first full pay period commencing on or after 1 May 1995 shall be taken into account for the purpose of calculating the annual entitlement to sick leave and accumulation in respect of service prior to that date shall be calculated in accordance with the award or any agreement applying to that employee prior to that date.
- (vi) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

11. Public Holidays

- (i) Subject to subclauses (ii) and (iii) of this clause, the days on which the following holidays are observed shall be holidays, namely; New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day, together with any day which may hereafter be proclaimed as a public holiday throughout the State of New South Wales and a Picnic Day which shall be the Thursday before Easter, or another day mutually agreed to between the employer and the employee. Provided that the picnic day shall not apply to those employees whose rates of pay are averaged over the year in accordance with subclause (iii) of clause 5, Payment of Wages.

- (ii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay, provided that an employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days.
- (iii) All time worked on a public holiday or picnic day in subclause (i) of this clause shall be paid for at the rate of double time and one half the ordinary-time rate with a minimum payment of four hours.

12. Annual Leave & Payment on Termination

- (i) All employees, other than casual employees, shall receive four weeks paid annual leave in accordance with the *Annual Holidays Act 1944*, such leave normally to be taken during the school summer pupil vacation period.
- (ii)
 - (a) Where an employee whose employment ceases is paid in accordance with subclause (iii) of clause 5, Payment of Wages, and the total amount received by the employee during that school year since the school service date or the date of commencement of employment of the employee (if after the school service date that year) is less than such amount the employee would have earned if their salary had not been averaged in accordance with subclause (iii) of Clause 5, Payment of Wages, then the employee shall be paid on termination the difference between the averaged amount paid and such higher amount.
 - (b) For the purposes of this subclause "school service date" means the usual date of commencement of employment at a school in each year.

13. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes the annual holiday or where, by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause.

(Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi) of this clause.)

- (iii) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award or, where such a holiday is given and taken in separate periods, then in relation to each such separate period. (Note: See subclause (vi) of this clause, as to holidays taken wholly or partly in advance.)
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing annual holiday, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (vi)
 - (a) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause, applying the award rates of wages payable on that day.

- (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be paid an annual holiday loading where the annual holiday is taken by agreement wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.

(vii)

- (a) Where the employment of an employee is terminated by their 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 (v) of this clause for the period not taken.
- (b) Except as provided in paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

14. Long Service Leave

- (i) Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955* shall apply.

- (ii) Quantum of Leave

Subject to subclause (iii) of this clause, the amount of long service leave to which an employee shall be entitled shall:

- (a)
 - (A) in the case of an employee who has completed ten years service be, in respect of such service - 10.5 weeks; and
 - (B) in respect of each additional five years of service with the employer since the employee last became entitled to long service leave - 5.25 weeks; and
 - (C) on the termination of the employee's services in respect of the number of years service with the employer completed since the employee last became entitled to an amount of long service leave, be a proportionate amount on the basis of 1.05 weeks for each completed year of service; and
- (b) in the case of an employee who has completed five years adult service with an employer and whose services with the employer are terminated or cease for any reason other than misconduct, be a proportionate amount on the basis of 10.5 weeks for ten years service (such service to include service with the employer as an adult and otherwise than as an adult).

- (iii) Calculation of Entitlement

In the case of an employee whose service with an employer began before 1 May 1995 and whose service would entitle the employee to long service leave under this clause, the amount of long service leave to which the employee shall be entitled shall be the sum of the following amounts:

- (a) the amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before May 1995; and
- (b) an amount calculated on the basis of the provisions of this clause from 1 May 1995.

- (iv) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking maternity leave (including paid and unpaid leave) or approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.
- (v) Any long service leave shall be inclusive of any public holidays falling within the period of such leave. Pupil vacation days which the employee is not normally required to work and which fall within the period of long service leave shall not be charged against long service leave.

15. Parental Leave

(a) Maternity Leave

- (i) An employee who takes unpaid maternity leave under the provisions of the *Industrial Relations Act 1996* must be paid under this clause.
- (ii) The amount of paid leave for an employee who takes leave after 1 January 2005 shall be twelve weeks, provided that an employee who commences maternity leave prior to 1 January 2005, shall be entitled to nine weeks leave.
- (iii) The employee must be paid at the rate the employee was paid at the time of commencing leave.
- (iv) The employee must be paid:
 - (A) at the usual times and intervals that other employees are paid at the school, or
 - (B) if the employee asks two weeks in advance and the School agrees, in a lump sum.
- (v) The employer must pay the first or lump sum payments at the pay period commencing closest to:
 - (A) six weeks before the anticipated date of birth, or
 - (B) if birth occurs before the time referred to in (a), the date of the birth; or
 - (C) if the employee has not commenced maternity leave at the time referred to in (A), when the employee commences leave.
- (vi) If an employee's pregnancy is terminated other than by the birth of a living child:
 - (A) more than 20 weeks before the anticipated date of birth the employee is not entitled to the payment;
 - (B) less than 20 weeks before the anticipated date of birth the employee is entitled to the payment while she remains on leave.
- (vii) The period of maternity leave will not count as a period of service under this award or any statute.
- (viii) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

(b) Paternity Leave

- (i) An employee who takes paternity leave after 1 January 2005 shall be entitled to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer's Leave available to the employee pursuant to clause 16 of this award (NB: spouse means a spouse as defined in Clause 16 Carer's Leave).

- (ii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (2) of the *Industrial Relations Act 1996*.

(c) Adoption Leave

An employee shall be entitled to nine weeks paid leave for the purpose of adopting any child providing the leave is taken after 1 January 2005 and before the child reaches full-time enrolment age.

16. Carer's Leave

16.1. Use of Sick Leave

- (a) A full-time or part-time employee with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 10 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.
- (b) The employee shall, if required by the employer, establish either by production of a medical certificate, statutory declaration, written statement or other evidence that the person concerned is ill and requires care. In normal circumstances, an employee shall not take carer's leave under this clause where another person has taken leave to care for a person referred to in subparagraph (ii) of paragraph (c) of this subclause.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (A) a member of the employee's immediate family; or
 - (B) a member of the employee's household.

The term 'immediate family' includes:

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

- (f) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the employee in accordance with Clause 10 of the award.

16.2. Unpaid Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (ii) of paragraph (c) of subclause 16.1 of this clause who is ill.

16.3. Annual Leave

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

16.4. Time Off in Lieu of Payment for Overtime

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

16.5 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, at the ordinary rate of pay.

17. Bereavement Leave

- (i) An employee shall, on the death of the wife, husband, father, mother, parent-in-law, brother, sister, child, step-child, grandparent or grandchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave, for a period not exceeding two days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if the employee had not been on such leave.
- (ii) The rights to such paid leave shall be dependent on compliance with the following conditions:
 - (a) satisfactory evidence of such death shall be furnished by the employee to the employer; and
 - (b) the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this award or otherwise.

For the purpose of this clause, the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster-father or mother and stepfather or mother.

- (iii) Bereavement leave shall be available to the employee in respect of the death of a member of the employee's immediate family or household, as defined in clause 16, Carer's Leave, of this award.
- (iv) Bereavement leave may be taken in conjunction with other leave available under subclauses 16.2, 16.3 16.4 and 16.5 of clause 16, Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.

18. Jury Service

- (i) A full time or part-time employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The employee shall be required to reimburse to the employer any monies payable to the employee for such attendance (excluding reimbursement of expenses) which required the employee's absence from school.
- (ii) The employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The employee shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

19. Other Conditions

- (i) Where employees are required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge. Protective clothing, uniforms and rubber gloves supplied pursuant to this award shall remain the property of the employer and shall be returned upon termination of employment.
- (ii) Employees shall be supplied with facilities for the heating of water and food.
- (iii) Employees using chemicals on a regular basis shall be entitled to have, as a minimum, an annual medical examination. The cost of such examination shall be met by the employer.

20. Superannuation

- (i) Fund

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

- (ii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of three per cent of the employee's basic earnings.
- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as agreed between each employer and the trustees of a fund.

- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee has not applied to join a fund within six weeks of the employee's date of engagement the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applied to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of:
 - (1) casual employees who earn in excess of the Casual Qualification Amount, calculated in accordance with subclause (iv) of this Clause, during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employee"); and
 - (2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate; provided that, prior to the immediately preceding 30 June, the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees, within two weeks of such approval the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the trust deed of such fund and of a letter from the Insurance and Superannuation Commissioner granting interim or final listing to the fund at a cost of 80 cents per page of such copies.
- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this clause and also of the provisions of paragraph (d) of this subclause in the case of an employee other than a casual employee, and paragraph (f) in the case of a casual employee.

(iii) Transfers Between Funds

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

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

(iv) Casual Qualification Amount

The "Casual Qualification Amount" referred to in subparagraph (1) of paragraph (f) of subclause (ii) of this clause is calculated by the following formula:

Level 1 step 1 - clerical and administrative employee casual hourly rate of pay x 152 or \$2,274.00, whichever is the greater.

21. Remuneration Package

(i) This clause shall apply to those individual schools wishing to facilitate the provision of salary and benefit packages to individual members of staff covered by this award.

(ii) For the purposes of this clause:

(a) "Benefits" means the benefits nominated by the employee from the benefits provided by the school and listed in paragraph (c) of subclause (iv) of this clause.

(b) "Benefit Value" means the amount specified by the school as the cost to the school of the benefit provided including Fringe Benefit Tax, if any.

(c) "Fringe Benefit Tax" means tax imposed by the *Fringe Benefits Tax Act 1986*.

(iii) Conditions of Employment

Except as provided by this clause, employees must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this award.

(iv) Salary Packaging

The school may offer to provide and the employee may agree in writing to accept:

(a) the benefits nominated by the employee; and

(b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the employee or under subclause (iii) of this clause, in the absence of an agreement under this subclause.

(c) The available benefits are those made available by the school from the following list:

(A) superannuation;

(B) childcare provided by the school;

(C) other benefits offered by the school.

(d) The school must advise the employee in writing of the Benefit Value before the agreement is entered into.

(v) During the currency of an agreement under subclause (iv) of this clause:

(a) Any employee who takes paid leave on full pay shall receive the benefits and salary referred to in paragraphs (a) and (b) of subclause (iv) of this clause.

(b) If an employee takes leave without pay, the employee will not be entitled to any benefits during the period of leave.

(c) If an employee takes leave on less than full pay he or she shall receive:

(A) the benefits; and

(B) an amount of salary calculated by applying the formula:

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

where:

S = the salary determined by paragraph (b) of subclause (iv) of this clause.

P = the percentage of salary payable during the leave.

B = Benefit Value.

A = Amount of salary.

(d) Any other payment under this award, calculated by reference to the employee's salary, however described, and payable:

(A) during employment; or

(B) on termination of employment in respect of untaken paid leave; or

(C) on death,

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

22. Disputes Procedure

- (i) Subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.
- (ii) Any grievance or dispute which arises shall, where possible, be settled by discussion between the employee and the Principal in accordance with any procedures that have been adopted by the school.
- (iii) If no agreement is reached and if the employee seeks assistance from the union or another person, the matter will be referred to the Association of Independent Schools by the union or that person and shall be dealt with in accordance with the agreement between the Association of Independent Schools and the Union as set out in Attachment A - Disputes Settlement Procedures.
- (iv) Should the matter not be resolved, it may be referred by either party to the Industrial Relations Commission of New South Wales for settlement.

23. Anti - Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the objective 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.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempt for 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 on 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.

24. Savings Clause

- (i) No employee shall suffer a reduction in the salary enjoyed by that employee as a result of the implementation of this award.
- (ii) An employee's conditions of employment, other than those provided in this award, shall not be altered as a consequence of the introduction of this award.

25. Exemptions

An employee who is in receipt of an annual salary 18 per cent in excess of the rate applying from time to time for Level 4, Step 2 as set out in Table 1 - Wage Rates, of Part B, Monetary Rates, shall not be entitled to the benefits of clause 7, Hours, and clause 8, Overtime, where there is agreement between the employer and employee that the salary is inclusive of compensation for any overtime payment to which the employee would otherwise be entitled. Any dispute in this matter will be dealt with in accordance with clause 22, Disputes Procedure.

26. No Extra Claims

It is a term of this award that the union undertakes not to make or pursue any extra claims for improvements in wages or other terms and conditions of employment until 31 December 2006.

27. Area, Incidence & Duration

- (i) This award replaces the School Support Staff (Independent Schools) (State) Award 2001 published on 15 February 2002 [331 IG 401], as varied.
- (ii) This award shall apply to all employees as defined in clause 2, Definitions, employed in non-government schools in New South Wales including Loreto Convent, Kirribilli, but excluding all other Catholic schools.

Provided further that this award shall not apply to a person employed as a Bursar/Business Manager (however titled) employed in a senior managerial (or executive) position in a non-government school who has managerial responsibilities including the delegated authority to act for the employer from time to time in the recruitment and termination of staff.

- (iii) This award shall take effect from 1 September 2004 and remain in force until 31 December 2006.

PART B

MONETARY RATES

Table 1 - Wage Rates**Clerical and Administrative Staff**

Level	On and from 1 September 2004 per annum \$ (5.5%)	From the first full pay period on or after 1 February 2005 per annum \$ (4%)	From the first full pay period on or after 1 February 2006 per annum \$ (4%)
Level 1 - Clerical Assistant			
1	33,022	34,343	35,717
2	33,503	34,843	36,237
Level 2 - Clerical Officer			
1	37,607	39,111	40,675
2	38,701	40,249	41,859
3	40,357	41,971	43,650
4	40,778	42,409	44,105
Level 3 - Senior Clerical Officer			
1	43,108	44,832	46,625
2	43,933	45,690	47,518
3	44,760	46,550	48,412
Level 4 - Administrator			
1	50,557	52,579	54,682
2	51,626	53,691	55,839

Juniors	Percentage of adult rate of pay
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	90

School Assistants

Level	On and from 1 September 2004 (5.5%)	From the first full pay period on or after 1 February 2005 (4%)	From the first full pay period on or after 1 February 2006 (4%)
1	37,309	38,801	40,353
2	39,746	41,336	42,989
3	42,021	43,702	45,450
4	44,152	45,918	47,755

Table 2 - Other Rates and Allowances

Item	Clause	Brief Description	On and from	From the first	From the first
------	--------	-------------------	-------------	----------------	----------------

No	No		1 September 2004 \$	full pay period on or after 1 February 2005 \$	full pay period on or after 1 February 2006 \$
1	4 (i)	Meal Allowance	11.30	11.30	11.30
2	4 (ii)	First Aid Allowance	13.08 per week or 2.62 per day	13.60 per week or 2.72 per day	14.14 per week or 2.83 per day
3	4(iii)	Medication Allowance	6.54 per week or 1.31 per day	6.80 per week or 1.36 per day	7.07 per week or 1.41 per day
4	4 (iv)(b)	Own car allowance - for a vehicle 1500cc or under - for a vehicle over 1500cc	91.55 per week 113.17 per week	91.55 per week 113.17 per week	91.55 per week 113.17 per week
5	4 (iv)(c)	Own car allowance for use on a casual or incidental basis	0.55 per kilometre	0.55 per kilometre	0.55 per kilometre
6	4 (v)	Autism Association Higher Duties Allowance	48.38 per day	50.38 per day	52.31 per day

Note:-

- Items 1,4 and 5 to be adjusted for CPI increases.

PART C

REDUNDANCY

- This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- This part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- Notwithstanding anything contained elsewhere in this award, the provisions of this part 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.
- This part 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.

2. Employers Duty to Notify and Discuss

- Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

- 2.2 The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers 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.

3. Discussions Before Terminations

- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone 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.
- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause 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 of the employees concerned.
- 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4. Notice for Changes in Production, Program, Organisation Or Structure

- 4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure in accordance with clause 2 of this part.
- 4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:
- | Period of continuous service | Period of Notice |
|-------------------------------|------------------|
| Less than 1 year | 1 week |
| 1 year and less than 3 years | 2 weeks |
| 3 years and less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |
- 4.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- 4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

4.3 Time off during the notice period

4.3.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

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 part 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.

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.

4.6 Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service 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.

4.7 Department of Social Security 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.

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, 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 rate for the number of weeks of notice still owing.

5. Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, 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:

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

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

5.1.2 Where an employee is 45 years old 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

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 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 subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for an employee.

ATTACHMENT A

Disputes Settlement Procedure:
Agreement Between The Ais And The Ieu

1. Underlying Principles

The Association of Independent Schools and the New South Wales Independent Education Union each has responsibilities toward their respective members which are recognised and respected. The two organisations also have a number of interests in common. These include the recognition and acceptance of the following:

- A. The quality and public perception of independent schooling is of significance and both recognise that there is mutual responsibility to protect, promote, develop and enhance this sector of schooling in New South Wales.
- B. There is mutual benefit to their memberships in there being a working relationship between the two organisations which is built on professional attitudes and clearly established and recognised procedures.
- C. The individuality and authority of each independent school, as well as the individuality and rights of each staff member.
- D. The attitudes and interests in common include:
 - (i) An interest in helping to maintain a working environment in which quality education can be provided in a manner consistent with the school's aims and objectives and its philosophy.
 - (ii) A common view that quality education is most likely to be provided where there is recognition, encouragement and support for the professional attitudes, rights and growth of staff members as well as for their personal needs and developments and the industrial rights of all parties.
- E. The right of employee(s) and the employer(s) to seek assistance and advice from their respective Associations.

2. Operational Procedures Between the Ais and the Ieu

The right of each organisation to deal with its members as it sees fit notwithstanding, it is agreed that the following will be the general principles upon which each organisation will approach the attempts to resolve difficulties that have not been resolved by direct discussion between the employer and employee concerned.

- A. Both organisations recognise that it is generally preferable for perceived problems to be discussed between the staff member and the Principal of the school concerned with a view to resolving the matter and that it is only when the normal employer/employee process does not achieve a mutually satisfactory result that it is appropriate for the matter to be discussed formally between the AIS and the IEU. This does not preclude earlier informal discussions where appropriate nor does it preclude discussion between the IEU and its members in a school as to the most appropriate method of resolving a problem.
- B. The IEU undertakes to refer to the AIS matters in which it seeks information from an Independent School or to discuss the matters that are of concern to its members and to do this wherever possible before encouraging school staff and IEU chapters to pass resolutions about the matter.
- C. The AIS undertakes to respond by seeking discussions with the school to ascertain its wishes as to how (and where necessary, through whom) it wishes to proceed in dealing with the matter and to advise the IEU of the school's decision.
- D. The steps that will then follow will be determined to suit the particular matter but in general can be expected to be as follows:

The AIS and IEU will discuss the matter with a view to:

- (a) identifying the facts of the matter to ensure that it is not misunderstandings that have created the problem;
- (b) clarifying the issues and wishes of each of those involved;
- (c) exploring the options that appear to be available;
- (d) where possible, assisting the parties to arrive at a mutually satisfactory solution;
- (e) nothing in the above diminishes the right of either party to refer any matter to the Industrial Relations Commission of New South Wales.

E. As a general rule the school, the employee, the AIS and the IEU will maintain confidentiality to ensure that the dignity of the employee, the school and its personnel are maintained wherever possible.

The AIS and IEU will, where deemed advisable, prepare sufficient documents to confirm the agreement and assist in its implementation.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1766)

SERIAL C3395

**LABOR COUNCIL OF NEW SOUTH WALES AND BARCLAY
MOWLEM BELLAGIO PROJECT AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Labor Council of New South Wales, State Peak Council for Employees.

(No. IRC 6102 of 2004)

Before Commissioner Ritchie

29 October 2004

AWARD

1. Arrangement

1. Arrangement
2. Objectives
3. Definitions
4. Application
5. Duration
6. Industry Standards
 - 6.1 Superannuation and Redundancy
 - 6.2 Top-Up/24-Hour Income Protection Insurance
 - 6.3 Project/Site Productivity Allowance
 - 6.4 Transport Drivers
7. Environment, Health, Safety and Rehabilitation (EHS&R)
 - 7.1 Induction
 - 7.2 Environment, Health and Safety Plans
 - 7.3 The Safety Committee
 - 7.4 Safety Procedures
 - 7.5 OH&S Industry Induction
 - 7.6 Formwork Safety
 - 7.7 Temporary Power/Testing and Tagging
 - 7.8 Crane Safety
8. Dispute Resolution
 - 8.1 Employer and Project Wide Specific Disputes
 - 8.2 Demarcation Disputes
 - 8.3 Procedures to Prevent Disputes regarding Non-Compliance
9. Monitoring Committee
10. Productivity Initiatives
 - 10.1 Learning Initiatives
 - 10.2 Inclement Weather
 - 10.3 Rostered Days Off
 - 10.4 Maximising Working Time
 - 10.5 Hours of Work
11. Immigration Compliance
12. Long Service Compliance
13. No Extra Claims
14. No Precedent
15. Single Bargaining Unit
16. Union Rights
 - 16.1 Visiting Union Officials
 - 16.2 Project Delegate/s
 - 16.3 Union Membership
17. Australian Content
18. Protective Clothing
19. Workers' Compensation and Insurance Cover
20. Apprentices
21. Training and Workplace Reform
22. Project Death Cover
23. Anti-Discrimination
24. Personal/Carer's Leave
 - 24.1 Use of Sick Leave
 - 24.2 Unpaid Leave for Family Purpose
 - 24.3 Annual Leave
 - 24.4 Time Off in Lieu of Payment for Overtime
 - 24.5 Make-up Time
 - 24.6 Rostered Days Off
25. Project Closedown Calendar

Annexure A - Parties

Annexure B - Authority to Obtain Details of Work Rights from DIMIA

2. Objectives

- 2.1 The parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:
- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
 - (b) Continued development of more effective management practices;
 - (c) Continued development of communication processes, which facilitate participation by all employers, employees and unions
 - (d) Introduction of new technology and associated change to enhance productivity;
 - (e) Improved quality of work;
 - (f) Increased scope of subcontract work packages to promote genuine skills enhancement and acquisition by employees.
 - (g) Provision of a career structure for all employees based on skills, competencies and increased job satisfaction;
 - (h) Provision of high standards of occupational health and safety on the Project;
 - (i) Improved impact of the Project on the environment;
 - (j) Implementation of this award and compliance with all relevant statutory provisions;
 - (k) Elimination of unproductive time;
 - (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
 - (m) Improved wages and conditions for all employees working on the Project;
 - (n) Increased leisure time for employees by eliminating excessive hours of work.
 - (o) Enhancing job opportunities for persons who have a legal right to work, including persons who wish to take on apprenticeships or traineeships.
 - (p) Encourage all employers to have enterprise agreements with the relevant union or unions.

3. Definitions

“Award” means the Labor Council of New South Wales and Barclay Mowlem Bellagio Project Award 2004.

“Code of Practice” means the New South Wales Government Code of Practice for the construction industry.

“Employee” means a person engaged by an employer and who performs work on the Project.

“Employer” means Barclay Mowlem Construction Limited and/or any subcontractors engaged to work on the Project.

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

“EHS&R” means Environment Health Safety and Rehabilitation.

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

“Monitoring Committee” means the committee established under clause 9 of this award.

“Parties” means the employers, and the unions referred to in Annexure A.

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

“Programme Milestones” means the milestones listed in paragraph 6.3(b) and varied by the Monitoring Committee from time to time.

“Project” means the construction works contracted to Barclay Mowlem Construction Limited at Hill Street, Homebush Bay.

“Project Manager” means the Project Manager appointed by Barclay Mowlem Construction Limited from time to time.

“Safety Committee” means the site Safety Committee formed under the *Occupational Health and Safety Act 2000* (NSW).

“Unions” means each of the unions listed in Part 2 of Annexure A.

4. Application

- 4.1 This award will apply to work done on the Project by the employees for the period the employer engages the employees to work on the Project.
- 4.2 Where Barclay Mowlem Construction Limited engages subcontractor/s to carry out works on the Project, it shall make it a condition of any contract that it enters into with its subcontractor/s that they will not employ or otherwise engage persons on wages and conditions which are less favourable than those set out in this project award.
- 4.3 The parties also acknowledge and agree that the terms of this award form part of the tender conditions for subcontractor/s' work on this Project
- 4.4 This award is generally intended to supplement and co-exist within the terms of existing enterprise agreements and awards and its primary purpose is to provide a framework for the employers, the Labor Council of New South Wales and the unions to manage those issues on the Project which affect more than one employer.

5. Duration

- 5.1 This award shall operate on and from 10 September 2004 until Practical Completion.

6. Industry Standards

- 6.1 Superannuation and Redundancy
 - (a) The parties acknowledge that a contribution of \$100.00 per week or 9% of ordinary-time earnings (whichever is the greater) for employees will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS, NESS, STA, TWU or other schemes approved by the parties.

- (b) The employers will make a contribution of \$61.00 per week for employees into ACIRT or MERT or other schemes approved by the parties.
- (c) The "Superannuation and Redundancy Scheme" contribution rates for apprentices are provided for in clause 20, Apprentices.

6.2 Top-Up/24-Hour Income Protection Insurance

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

6.3 Project Productivity/Site Allowance

- (a) Subject to paragraph 6.3(b) and subclause 6.4, the employer will pay a Project Productivity/Site Allowance for persons engaged on the Project of \$1.75 per hour for each hour worked on the Project. This payment does not attract any penalty or premium.
- (b) Productivity Allowance Payment - Project Milestones
 - (i) The performance payment shall relate to achievements for works completed to Project Milestones.
 - (ii) The monthly reviews will certify the achievement of Project Milestones for the purpose of entitlement to the payment for works completed.
 - (iii) In the event that a Project Milestone is not achieved, the Monitoring Committee shall meet to determine:
 1. The reason why the date of the relevant Project Milestone was not achieved.
 2. The action required catching up to the Project Milestone.
 3. If payment shall continue for the coming month.
 - (iv) However, if in spite of the parties best efforts a Project Milestone is not achieved for two consecutive months and there are not extenuating circumstances, then the Monitoring Committee shall meet to discuss why that target has not been achieved and how best time can be made up to ensure Project Milestone (s) are achieved.
 - (v) If a Project Milestone Date is not achieved and there are not extenuating circumstance(s) acceptable to the Monitoring Committee, then no payment will be made against achievement of that Milestone.
 - (vi) If in the following period(s) work catches up to allow achievement of the subsequent Project Milestone(s), then a payment shall be made and shall include payment(s) for the preceding Project Milestone.
 - (vii) The parties agree that the Barclay Mowlem Construction Limited Project Manager, in conjunction with the Monitoring Committee, shall determine if the identified Milestones for the Project have been achieved.
 - (viii) Project Productivity Allowance Payment Application Matrix

Type of Activity	Productivity Incentive Payment Payable For
Productive Work	Payable
Sick Leave	Not Payable
Annual Leave	Not Payable

Public Holidays	Not Payable
Rostered Days Off	Payable
Approved Training	Payable
Jury Duty	Not Payable
Bereavement Leave	Not Payable
Inclement Weather	Not Payable
Any other Paid Downtime	Not Payable

(ix) The Bellagio Project Milestones:

Project Milestone No 1: Structure - Completion Date 27 May 2005

Project Milestone No 2: Facade - Completion Date 3 August 2005

Project Milestone No 3: Strata Measurement - Completion Date 27 October 2005

Project Milestone No 4: Project Delivery - Completion Date 2 December 2005

6.4 Transport Drivers

(a) Employees - Rates of Pay

It is further agreed that any transport worker carrying out work relating to the Project will be paid, in addition to his/her award or enterprise agreement rate of remuneration, any applicable Project Productivity Allowance, provided that the driver has had a regular involvement of two hours or more on any day with the Project.

(b) Contract Carrier

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

(c) GST

Rates paid to contract carriers, including any applicable Project Productivity Allowance, shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid to the carrier for contracts of carriage (the GST amount). The total fee payable to the contract carrier shall be the sum of the remuneration payable and the GST amount.

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

7.1 Induction

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

7.2 Environment, Health and Safety Plans

- (a) All employers must submit an environment, health safety and rehabilitation management plan. These plans should include evidence of:
- (i) risk assessment of their works;
- (ii) hazard identification, prevention and control;

- (iii) planning and re-planning for a safe working environment;
- (iv) industry and trade specific induction of employees;
- (v) monitoring performance and improvement of work methods;
- (vi) reporting of all incidents/accidents;
- (vii) compliance verification; and
- (viii) regular EHS&R meetings, inspections and audits of the Project.

7.3 The Safety Committee

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

7.4 Safety Procedures

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

7.5 OH&S Industry Induction

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

7.6 Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an employee does not have a Certificate of Competency, Comet or an agreed appropriate authority will be contacted to assess the qualifications of the relevant employee.

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

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

8. Dispute Resolution

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

8.1 Employer and Project Wide Specific Disputes

In the event of a dispute or conflict occurring specifically between an employer and its employees or their representative union, in the absence of an "enterprise agreement" provision, the following procedure will be adopted:

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

8.2 Demarcation Disputes

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

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

8.3 Procedures to Prevent Disputes regarding Non-Compliance

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

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

9. Monitoring Committee

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

10. Productivity Initiatives

10.1 Learning Initiatives

Each employer shall be required to demonstrate to Barclay Mowlem Construction Limited implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement Weather

- (a) The parties to this award will collectively proceed towards the minimisation of lost time due to inclement weather.
- (b) Further, the parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:
 - (i) Adoption of a reasonable approach regarding what constitutes inclement weather;

- (ii) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the parties, useful work is available in that area or site and that work is within the scope of the employee's skill, competence and training consistent with the relevant classification structures (provided that the employer shall provide transport to such unaffected area where necessary);
- (iii) Where the initiatives described in subparagraph (ii) above are not possible, the use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
- (iv) All parties are committed to an early resumption of work following any cessation of work due to inclement weather;
- (v) The parties agree the practice of "one out, all out" will not occur.

10.3 Rostered Days Off (RDO's)

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

10.4 Maximising Working Time

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

10.5 Hours of Work

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

11. Immigration Compliance

- 11.1 The parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Barclay Mowlem Construction Limited of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, Barclay Mowlem Construction Limited will act decisively to ensure compliance.

11.2 Employers are required prior to employees commencing work on site to check the legal right of employees to work. The authorisation form attached to this award as per Annexure B will assist in providing evidence of the employee's legal status.

12. Long Service Compliance

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

13. No Extra Claims

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

14. No Precedent

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

15. Single Bargaining Unit

This award was negotiated by the Labor Council of New South Wales on behalf of the unions and by Barclay Mowlem Construction Limited in its own right and on behalf of the employers.

16. Union Rights

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

16.1 Visiting Union Officials

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

16.2 Project Delegate/s

Parties to this award recognise that the Project workforce will elect a Project Delegate/s who shall be the principal spokespersons for the Project workforce.

- (a) The parties acknowledge it is the sole right of the Project workforce to elect the Project Delegate, who shall be recognised as the authorised representative of the unions in respect of the Project.
- (b) The Project Delegate shall have the right to approach or be approached by any employee of an employer to discuss industrial matters with that employee during normal working hours.
- (c) The Project Delegate shall have the right to communicate with the Project workforce in relation to industrial matters without impediment by an employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:
 - (i) Moving the Project Delegate to a workplace or work situation which prevents or significantly impedes communication with the Project workforce;
 - (ii) Changing the Project Delegate's shifts or rosters so that communication with employees is prevented or significantly impeded;
 - (iii) Disrupting duly organised meetings.
- (d) The Project Delegate shall be entitled to represent the Project workforce in relation to industrial matters on the Project and, without limiting the generality of that entitlement, is entitled to be involved in representing the Project workforce:
 - (i) The introduction of new technology on the Project and other forms of workplace change;
 - (ii) Career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of the employees;
 - (iii) Ensuring that employees on the Project are paid their correct wages, allowances and other lawful entitlements;
 - (iv) To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (e) In order to assist the Project Delegate to effectively discharge his or her duties and responsibilities, the Project Delegate shall be afforded the following rights:
 - (i) The right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
 - (ii) At least 10 days' paid time off work to attend relevant union training courses/forums.
- (f) The employer of the Project Delegate shall provide to the Project Delegate the following:
 - (i) A lockable cabinet for the keeping of records;
 - (ii) A lockable notice board for the placement of union notices at the discretion of the Project Delegate;
 - (iii) Where practicable, and if agreed to, a Project Delegate office;
 - (iv) Where a Project Delegate office is not practicable, access to a meeting room;

- (v) Use of the telephone for legitimate union business associated with the Project;
- (vi) From existing resources, and when required for legitimate union Project-related business, access to a word-processor, typewriter, a photocopier, facsimile machine and e-mail.
- (g) There shall be no deduction to wages where the union requires a delegate to attend any court or industrial tribunal proceedings relating to industrial matters at the workplace impacting on employees.

16.3 Union Membership

To assist properly accredited officials, workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership. To assist in this process the Company shall:

- (a) Encourage all current and future employees to join and remain members of the union party to this agreement.
- (b) Supply all employees with a union application form at the same time as new employees are provided with their taxation declaration form.
- (c) Provide the union access to new employees at induction training.

17. Australian Content

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

18. Protective Clothing

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

- (a) Safety Footwear

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

- (b) Clothing

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

- (c) Jackets

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

18.2 In circumstances where any employee(s) of employers are transferred to the Project from another Project where an issue of equivalent clothing was made, then such employee shall not be entitled to an issue to this Project until the expiry of the calendar year or on a fair wear and tear basis.

- 18.3 Employees who receive from their employer an issue and replacement of equivalent clothing and/or safety footwear as part of the employer's policy or relevant industrial instrument shall not be entitled to the provisions of this clause
- 18.4 Employers will consult with the Labor Council of New South Wales to be provided with a list of Australia manufacturers who do not use illegal or exploited labour in the manufacturing of their work clothes.
- 18.5 Notwithstanding anything else contained in this clause, all transport employees/contractors will be supplied with safety footwear, one set of clothing and one jacket prior to the commencement of work at the site. However, the Company does not need to supply the above if the said employee/contractor has been issued with the clothing by the principal contractor within the previous 12 months and the principal contractor can substantiate that fact.

19. Workers' Compensation and Insurance Cover

- 19.1 Employers must ensure that all persons that they engage to work on the Project are covered by workers' compensation insurance.
- 19.2 Barclay Mowlem Construction Limited will audit Workers' Compensation Certificates of Currency from each employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised union officials on request.
- 19.3 Employers and their employees must comply with the following steps to ensure expedited payment of workers compensation:
- (a) All employees will report injuries to the Project first-aider and their supervisor at the earliest possible time after the injury.
 - (b) All employees will comply with the requirements for making a workers' compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the Project first-aid officer and their supervisor.
 - (c) In cases where the employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- 19.4 Employers must ensure that they are aware of and will abide by sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act 1998*, which provide that:
- (a) The employer shall keep a register of injuries/site accident book in a readily accessible place on site;
 - (b) All employees must enter in the register any injury received by the employee. The employer must be notified of all injuries on site immediately. The employer must notify the insurer within 48 hours of a significant injury;
 - (c) An employer who receives a claim for compensation must, within seven days of receipt, forward the claim or documentation to their insurer;
 - (d) An employer who receives a request from their insurer for further specified information must, within seven days after receipt of the request, furnish the insurer with the information as is in the possession of the employer or reasonably obtained by the employer;
 - (e) An employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three working days.
- 19.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life, the employer shall notify the relevant union immediately.

19.6 The employer will also complete the relevant accident notification form and send it to WorkCover.

20. Apprentices

- 20.1 As part of the Project's commitment to industry training, a ratio of one apprentice/ trainee to every five tradespersons within each employer's workforce is to be maintained.
- 20.2 The parties acknowledge for apprentices the superannuation contribution rate is 9% of ordinary-time earnings, to be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS, NESS, STA, TWU or other schemes approved by the parties.
- 20.3 The minimum contribution rates for apprentices into ACIRT or MERT or other schemes approved by the parties will be as follows:

1st Year	\$11.00 per week
2nd Year	\$21.00 per week
3rd Year	\$31.00 per week
4th Year	\$36.00 per week

All the above rates will remain fixed for the life of this project award

21. Training and Workplace Reform

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

22. Project Death Cover

Barclay Mowlem Construction Limited will guarantee the legal beneficiary of any employee who dies as a consequence of working on the Project will be paid a death benefit of \$25,000.00. Such benefit shall be paid within 14 days of the production of appropriate documentation. This payment shall be in addition to any other entitlement that might be paid to the beneficiary as a consequence of the death of the employee.

23. Anti-Discrimination

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

- (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) A party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

Notes

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

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

24. Personal/Carer's Leave

24.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 24.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) The employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:
 - a spouse of the employee; or
 - a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the employee; or
 - a same-sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

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

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

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

- (d) An employee shall, wherever practicable, give the employer 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.

24.2 Unpaid Leave for Family Purpose

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

24.3 Annual Leave

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

24.4 Time Off in Lieu of Payment for Overtime

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

24.5 Make-up Time

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

24.6 Rostered Days Off

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

25. Project Closedown Calendar

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

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

Project Closedown Calendar 2004

Saturday October 2	No Work Saturday RDO
Sunday October 3	No Work Sunday
Monday October 4	No Work Paid Labour Day Public Holiday
*Tuesday October 5	Paid RDO (fixed)
*Monday November 8	Paid RDO (flexible)
Saturday December 4	No Work Saturday RDO
Sunday December 5	No Work Sunday
Monday December 6	No Work Paid Union Picnic Day
*Tuesday December 7	Paid RDO (fixed)
Friday December 24	Paid RDO (fixed)
Saturday December 25	No Work Paid Xmas Day
Sunday December 26	No Work Boxing Day
Monday December 27	No Work Paid Boxing Day Public Holiday
*Friday December 31	Paid RDO (flexible)

* Award RDO's

Project Closedown Calendar 2005

Saturday January 1	No Work New Year's Day
Sunday January 2	No Work Sunday
Monday January 3	No Work Paid New Year's Day Public Holiday
Wednesday January 26	No Work Paid Australia Day Public Holiday
Thursday January 27	Paid RDO (fixed)
*Friday January 28	Paid RDO (fixed)
Saturday January 29	No Work Saturday
Sunday January 30	No Work Sunday
*Monday February 28	Paid RDO (flexible)
Friday March 25	No Work Paid Good Friday Public Holiday

Saturday March 26	No Work Saturday RDO
Sunday March 27	No Work Sunday
Monday March 28	No Work Paid Easter Monday Public Holiday
*Tuesday March 29	Paid RDO (fixed)
*Friday April 22	Paid RDO (fixed)
Saturday April 23	No Work Saturday RDO
Sunday April 24	No Work Sunday
Monday April 25	No Work Paid Anzac Day Public Holiday
*Monday May 23	Paid RDO (flexible)
Saturday June 11	No Work Saturday RDO
Sunday June 12	No Work Sunday
Monday June 13	No Work Paid Queen's Birthday Public Holiday
*Tuesday June 14	Paid RDO (fixed)
*Monday July 11	Paid RDO (flexible)
*Monday September 5	Paid RDO (flexible)
Saturday October 1	No Work Saturday RDO
Sunday October 2	No Work Sunday
Monday October 3	No Work Paid Labour Day Public Holiday
*Tuesday October 4	Paid RDO (fixed)
*Monday October 24	Paid RDO (flexible)
*Monday November 21	Paid RDO (flexible)
Saturday December 3	No Work Saturday RDO
Sunday December 4	No Work Sunday
Monday December 5	No Work Paid Union Picnic Day
*Tuesday December 6	Paid RDO (fixed)
*Friday December 23	Paid RDO (fixed)
Saturday December 24	No Work Saturday
Sunday December 25	No Work Xmas Day
Monday December 26	No Work Paid Xmas Day Public Holiday
Tuesday December 27	No Work Paid Boxing Day Public Holiday

*Award RDO's

ANNEXURE A

PARTIES

Part 1

Employers:

Barclay Mowlem Construction Limited and any subcontractors engaged to work on the Project.

Part 2

Unions:

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

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

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

Electrical Trades Union of Australia, New South Wales Branch;

Transport Workers' Union of New South Wales (TWU);

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch (also known as AMWU).

ANNEXURE B

AUTHORITY TO OBTAIN DETAILS OF WORK RIGHTS FROM DIMIA

Employee Details (as specified in passport or other identity document):

Family Name: _____

Given Name(s): _____

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

Date of Birth: _____

Nationality: _____ Passport Number: _____

Visa Number: _____ Visa Expiry Date: _____

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier.

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

Employee Signature: _____

Date: _____

Employer/Labour Supplier Details

Business Name: _____

Business Street Address: _____

Type of Business: _____

Name of Contact Person: _____

Telephone: _____

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

The completed form should be faxed to 1800 505 550

If all details match with our records, the employee's work rights status will be faxed to you within one working day.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(1768)

SERIAL C3405

STOCKLAND BAY VILLAGE PROJECT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Bovis Lend Lease Pty Ltd.

(No. IRC 5976 of 2004)

Before Mr Deputy President Sams

29 October 2004

AWARD

1. Arrangement

1. Arrangement
2. Objectives

- 2.1 Work Organisation
- 2.2 People Development/Skills
- 2.3 Environment and Safety
- 2.4 Generally
3. Definitions
4. Application
5. Duration
6. Industry Standards
 - 6.1 Superannuation and Redundancy
 - 6.2 Top-Up/24-Hour Income Protection Insurance
 - 6.3 Productivity Allowance
 - 6.4 Payment of the Productivity Allowance
 - 6.5 Changing the Programme and Scheduled Milestones
 - 6.6 Contract Carriers
7. Environment, Health, Safety and Rehabilitation (EHS&R)
 - 7.1 Induction
 - 7.2 Environment, Health and Safety Plans
 - 7.3 The Safety Committee
 - 7.4 Implementation of this Clause
 - 7.5 OH&S Industry Induction
 - 7.6 Formwork Safety
 - 7.7 Temporary Power/Testing and Tagging
 - 7.8 Crane Safety
8. Dispute Resolution
 - 8.1 Employer-Specific disputes
 - 8.2 Project-Wide Disputes
 - 8.3 Demarcation Disputes
 - 8.4 Procedures to Prevent Disputes Regarding Non- Compliance
9. Monitoring Committee
10. Productivity Initiatives
 - 10.1 Learning Initiatives
 - 10.2 Inclement Weather
 - 10.3 The Site Management Plan
 - 10.4 Rostered Days Off
 - 10.5 Maximising Working Time
 - 10.6 Hours of Work
11. Immigration Compliance
 - 11.1 Immigration Compliance
 - 11.2 Legal Right of Employees to Work
12. Long Service Compliance
13. No Extra Claims
14. No Precedent
15. Single Bargaining Unit
16. Union Rights
 - 16.1 Visiting Union Officials
 - 16.2 Project Delegate
 - 16.3 Job Delegates
 - 16.4 Union Membership
17. Australian Content
18. Protective Clothing
19. Workers' Compensation and Insurance Cover
20. Apprentices
21. Training and Workplace Reform
22. Project Death Cover
23. Anti-Discrimination

- 24. Personal/Carer's Leave
 - 24.1 Use of Sick Leave
 - 24.2 Unpaid Leave for Family Purpose
 - 24.3 Annual Leave
 - 24.4 Time Off in Lieu of Payment for Overtime
 - 24.5 Make-up Time
 - 24.6 Rostered Days Off
- 25. Project Close-Down Calendar

Annexure A - Parties

Annexure B - Scheduled Milestones Programme Milestones

Annexure C - Authority to Obtain from DIMA Details of Immigration Status

2. Objectives

The parties agree to continue to develop and implement the following objectives in respect of the following four key areas on the Project:

2.1 Work Organisation

- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
- (b) Continued development of more effective management practices;
- (c) Continued development of communication processes which facilitate participation by all employers, employees and unions;
- (d) Introduction of new technology and associated change to enhance productivity;
- (e) Improved quality of work; and
- (f) Increase the scope of subcontract work packages to promote genuine skills enhancement and acquisition by employees, consistent with their classification, training and qualification.

2.2 People Development/Skills

Provision of a career structure for all employees based on skills and competencies and increased job satisfaction.

2.3 Environment and Safety

- (a) Provision of high standards of Occupational Health and Safety on the Project; and
- (b) Improved impact of the Project on the environment.

2.4 Generally

- (a) Implementation of this award and compliance with all relevant statutory provisions;
- (b) Elimination of unproductive time;
- (c) Compliance by subcontractors with the provisions of applicable and/or enterprise agreements and legislative requirements;
- (d) Improved conditions for all employees working on the Project;
- (e) Increased leisure time for employees by eliminating excessive hours of work; and

- (f) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.

3. Definitions

"Award" means this Stockland Bay Village Project Award made between the parties.

"Bovis Lend Lease" means Bovis Lend Lease Pty Limited (A.C.N. 000 098 162) of Tower 13, Australia Square, Sydney, NSW 2000.

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

"Contract Carrier" means carrier engaged in or in connection with a Contract of Carriage for the purposes of section 309 of the *Industrial Relations Act 1996* where the Contract of Carriage is for carriage of Excavation and Demolition Material.

"Contract of Carriage" shall be as defined in the *Industrial Relations Act 1996*.

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

"Employer" means Bovis Lend Lease and/or any subcontractors engaged to work on the Project.

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

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

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

"Excavation and Demolition Material" shall be as defined in the Transport Industry - Excavated Materials Contract Determination published 24 October 1997, as varied.

"Monitoring Committee" means the committee established under clause 9 of this Award.

"Parties" means the employers, and the unions referred to in Annexure A.

"Practical Completion" means the completion of the Project, where the building is fit for occupancy and/or purpose, as determined by Bovis Lend Lease's client.

"Programme Milestones" means the milestones listed in Part 2 of Annexure B as amended by the Project Manager from time to time.

"Project" means the construction works contracted to Bovis Lend Lease Pty Ltd at the corner of The Entrance Road and Yakalla Street, Bateau Bay, New South Wales.

"Project Delegate" means the employee who is the accredited representative of the unions on the Project.

"Project Manager" means the Project Manager (Delivery) for the Project appointed by Bovis Lend Lease from time to time.

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

"Site Management Plan" means the Project or site management plan, a copy of which can be located at the office of the Project Manager.

"Scheduled Milestones" means those targets described in Part 1 of Annexure B as amended under subclause 6.5 from time to time.

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

4. Application

- (a) This award will apply to work done on the Project by the employees for the period the employer engages the employees to work on the Project.
- (b) Where Bovis Lend Lease engages a subcontractor(s), it shall make it a condition of any contract that it enters into with its subcontractor(s) that they will not employ or otherwise engage persons on wages and conditions which are less favourable than those set out in this award.
- (c) The parties also acknowledge and agree that the terms of this award form part of the tender conditions for work on this Project.
- (d) This award is generally intended to supplement and co-exist with the terms of existing enterprise agreements and awards and its primary purpose is to provide a framework for the employers, the Labor Council and the unions to manage those issues on the Project which affect more than one employer.

5. Duration

This award shall operate on and from 1 April 2004 and remain in force for a period of two years.

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The parties acknowledge that, excluding apprentices (for whom a 9% contribution of ordinary time earnings shall be made), a contribution of \$95.00 per week or 9% of ordinary time earnings, whichever is the greater, will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS, NESS, EISS, STA, TWU or other schemes approved by the parties. The above contribution will increase so that the minimum contribution made for superannuation shall be \$100.00 from 1 July 2004.
- (b) The employers will make a contribution of \$61.00 per week into ACIRT or MERT unless there is an alternative arrangement to the satisfaction of the individual employer's employees and the parties to this award. The contributions for apprentices shall be: \$25.00 per week for 1st and 2nd year, \$35.00 per week for 3rd and 4th year.

6.2 Top-Up/24-Hour Income Protection Insurance

Each employer will provide Workers' Compensation Top-Up/24-Hour Income Accident Insurance with the U-Plus scheme or other similar schemes which are approved by the parties to this award.

6.3 Productivity Allowance

- (a) Provided the Scheduled Milestones and the Programme Milestones are met, the employer will pay a productivity allowance for each hour worked on the Project.
- (b) The productivity allowance under this award is \$1.50 per hour worked.
- (c) The Project Manager will determine whether the Scheduled and Programme Milestones have been achieved and, if the Milestones have been met, the Project Manager will advise the employers and the Monitoring Committee accordingly.

6.4 Payment of the Productivity Allowance

- (a) The Productivity Allowance

The parties agree that the productivity allowance is paid only if the Scheduled Milestones and the Programme Milestones are met.

The Milestones are comprised of two elements:

- (i) works completed against the Programme Milestones; and
 - (ii) works completed to the Scheduled Milestones.
- (b) Programme and Scheduled Milestones

The parties agree to use their best endeavours to meet or exceed the Scheduled and Programme Milestones.

- (i) The productivity allowance shall be calculated and paid as follows:
 - 1. the Project Manager will review the works monthly and will verify the achievement of the Programme and Scheduled Milestones;
 - 2. the Project Manager will advise the client as to whether the relevant Programme and Scheduled Milestones have been achieved;
 - 3. if the relevant Programme and Scheduled Milestones are met, the payment shall be \$1.50 per hour for each hour of time worked; and
 - 4. payment shall be made as part of weekly wages.
 - (ii) In the event that a Programme or Scheduled Milestone is not achieved, the Monitoring Committee shall meet with the Project Manager to determine:
 - 1. the reason why the milestone target was not achieved; and
 - 2. the action required to catch up the next milestone target.
 - (iii) If a Programme or Scheduled Milestone is not achieved for two consecutive months:
 - 1. the productivity allowance shall cease being paid; but
 - 2. if in a following period work catches up to the Schedule, the completion to programme schedule component shall recommence and shall include payments for the preceding period(s) not paid.
 - (iv) Payment shall be calculated on an hours worked basis only and shall not include any calculation of award or other entitlements.
 - (v) The parties agree that achievement of the identified Scheduled Milestones shall be determined by Bovis Lend Lease's client and the Labor Council of NSW in conjunction with the Unions.
- (c) Transport Workers

The parties agree that the award does not apply to purely incidental activities such as couriers. This award will apply to transport workers who are employed by an employer if the relevant employer makes deductions from the remuneration of the transport worker(s) in accordance with the "Pay As You Earn" provisions of the *Income Tax Assessment Act 1936*. The parties agree that any transport worker carrying out work relating to the Project will be paid, in addition to his or her remuneration, the Project productivity allowance of \$1.50 per hour, provided that the transport worker is involved with the Project for two or more hours on any calendar day.

6.5 Changing the Programme and Scheduled Milestones

The parties agree that the Scheduled and Programme Milestones must be reviewed and updated throughout the life of the Project and that the Monitoring Committee will meet at regular intervals and with the Project Manager, agree and set new Scheduled and Programme Milestones.

6.6 Contract Carriers

The parties agree that all contract carriers shall be paid in accordance with the rates of remuneration set out in Part B of the Transport Industry Excavated Materials Contract Determination.

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

7.1 Induction

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

7.2 Environment, Health and Safety Plans

All employers must submit an Environment Health Safety and Rehabilitation management plan, in accordance with the Safety Alliance for the Construction Industry "S" Pack, to Bovis Lend Lease. These plans should include evidence of:

- (a) risk assessment of their works;
- (b) hazard identification, prevention and control;
- (c) planning and re-planning for a safe working environment;
- (d) industry and trade specific induction of employees;
- (e) monitoring performance and improvement of work methods;
- (f) reporting of all incidents and/or accidents;
- (g) compliance verification; and
- (h) regular EHS&R meetings, inspections and audits of the Project.

7.3 The Safety Committee

The Safety Committee will be properly constituted and will abide by the agreed procedures as defined in its constitution and as revised from time to time. All members of the Safety Committee will undertake agreed Occupational Health and Safety training with Comet Training or other agreed providers. The Safety Committee may invite the union to attend any Safety Committee meeting or site inspection.

7.4 Implementation of this Clause

- (a) The parties acknowledge and agree that all parties are committed to safe working procedures and to the Project Environment Health and Safety policy.

- (b) If the Project Manager or the Safety Committee is of the opinion that an employee or employer has committed a serious breach of either the Environment Health and Safety policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Project Manager on recommendation from the Safety Committee) will implement disciplinary action against the employer or employee which may include taking all steps required to remove the employer or employee from the Project.
- (c) The parties agree that, pursuant to subclause 6.3 of the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and that an employer may direct employees to move to a safe place of work. No employee will be required to work in any unsafe area or situation.

7.5 OH&S Industry Induction

No person will be engaged on site unless he or she has completed an Industry Occupational Health and Safety Induction (such as a "Green Card") approved by the WorkCover Authority of NSW.

7.6 Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an employee does not have a Certificate of Competency, Comet or other agreed provider will be contacted to assess the qualifications of the relevant Employee.

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

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

8. Dispute Resolution

One of the aims of this award is to eliminate lost time in the event of a dispute and to achieve, through genuine negotiation, prompt resolution of any dispute.

8.1 Employer-Specific Disputes

In the event of a dispute or conflict occurring specifically between an employer and its employees or their representative union, the following procedure will be adopted:

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of the employer and the union delegate;
- (c) Discussion between site management representatives of the employer and the union organiser;
- (d) Discussion between senior management of the employer, Bovis Lend Lease and the appropriate union official;

- (e) Discussion between the Secretary of the relevant union (or nominee) and Bovis Lend Lease NSW Operations Manager (or nominee);
- (f) Discussion between senior management of the Employer, Bovis Lend Lease and the Labor Council of New South Wales. This shall occur within seven days of the dispute being initially raised;
- (g) If the dispute is not resolved after step (e), the employer may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (h) Work shall continue without interruption or dislocation whilst the parties to the dispute are genuinely attempting to resolve the dispute.

8.2 Project-Wide Disputes

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

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of Bovis Lend Lease and the Union delegate;
- (c) Discussion between site management representatives of Bovis Lend Lease and the Union organiser;
- (d) Discussion between senior management of Bovis Lend Lease and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and Bovis Lend Lease NSW Operations Manager (or nominee);
- (f) Discussion between Bovis Lend Lease Operations Manager (or nominee) and the Labor Council of New South Wales. This shall occur within seven days of the dispute being initially raised;
- (g) If the dispute is not resolved after step (e), the employer may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (h) Work shall continue without interruption or dislocation whilst the parties to the dispute are genuinely attempting to resolve the dispute.

8.3 Demarcation Disputes

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

- (a) Work shall continue without interruption or dislocation during discussion and resolution of disputes. This will not prejudice the position of any party;
- (b) Discussion between the Labor Council of New South Wales and the unions to try to resolve the dispute;

- (c) The parties agree that the outcome of any matter dealt with the terms of paragraph (b) shall not be used as a precedent, reference, example or exhibit in any way whatsoever in matters arising from this Project;
- (d) If the dispute is not resolved after step (b), either union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (e) Nothing in this subclause shall affect the rights of an employer or a union in relation to the settlement of any demarcation issue.

8.4 Procedures to Prevent Disputes regarding Non-Compliance

- (a) Bovis Lend Lease in association with the accredited site union delegate will check monthly payments of subcontractors' companies engaged on site for superannuation, redundancy and extra insurance to ensure payments for employees have been made as required. The Company and site delegate shall also check that employers have not introduced arrangements such as and not limited to 'all-in' payment and or 'cash-in-hand' payments (i.e. a payment designed to avoid tax and other statutory obligations and sham subcontract arrangements.)

Where such parties are identified Bovis Lend Lease and/or any subcontractors engaged on the Project will take immediate steps to ensure that any such arrangements are rectified and that any employee affected by any such arrangement receives all statutory entitlements.

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

9. Monitoring Committee

- (a) The parties will establish a committee to monitor the success of this award.
- (b) This Monitoring Committee will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- (c) The Monitoring Committee will consider ways in which the aims and objectives of this award can be enhanced, which may include, but not be limited to, discussion of:

developing more flexible ways of working;

enhancing Occupational Health and Safety;

productivity plans;

compliance with awards and other statutory requirements by employers; and

inserting new Scheduled Milestones into Annexure B.

If the principles of this award are not being followed, the Committee will develop a plan in consultation with the parties, to implement the intent of the award.

- (d) The Monitoring Committee will meet at quarterly intervals or as required to review existing Milestones and will set new Milestones as appropriate during the course of this award.

10. Productivity Initiatives

10.1 Learning Initiatives

Each employer shall be required to demonstrate to Bovis Lend Lease implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement Weather

The parties to this award will collectively proceed towards the minimisation of lost time due to inclement weather.

Further, the parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:

- (a) Adoption of a reasonable approach regarding what constitutes inclement weather;
- (b) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the parties, useful work is available in that area or site and that work is within the scope of the employee's skill, competence and training consistent with the relevant classification structures (provided that the employer shall provide transport to such unaffected area where necessary);
- (c) Where the initiatives described in (b) above are not possible or non-productive, the use of non-productive time will be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
- (d) All parties are committed to an early resumption of work following any cessation of work due to inclement weather;
- (e) The parties agree the practice of "one out, all out" will not occur.

10.3 The Site Management Plan

- (a) The parties agree that the site management plan ("the Plan") is of paramount importance to the productive and efficient operations of the Project.
- (b) The parties agree that they will comply with the Plan.
- (c) The Plan consists of sub plans covering the following areas:
 - deliveries, materials handling and personnel movement;
 - pedestrians, visitors and members of the public;
 - existing operators and neighbours;
 - protection of existing trees;
 - construction noise;

hours of work;
waste management and clean up;
behaviour on site.

- (d) If the Project Manager considers that an employee or employer has committed a serious breach of the Plan, the Project Manager will discuss this matter with the relevant employer and union. After this discussion the Project Manager may recommend that the employee/employer be removed from the Project.

10.4 Rostered Days Off

- (a) Subject to clause 25, it is agreed that a procedure for increasing the flexibility of rostered days off (RDO's) will be implemented on the Project.

With a view:

- (i) to increasing the quality of working life for employees;
(ii) to increasing the productivity of the Project; and
(iii) that any RDO's accrued on the Project must be taken during the course of the Project.
- (b) A roster of RDO's will be prepared, following consultation with the Monitoring Committee and agreement of the individuals involved and their respective union.
- (c) Records of each employee's RDO status will be maintained by their employer and, where possible, recorded on the employee's payslip. Records of each employee's RDO status shall be made available to the employee, the employee's delegate or union official upon request.
- (d) Where practicable, Saturday work prior to the published industry RDOs will not be worked.

10.5 Maximising Working Time

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

10.6 Hours of Work

- (a) Ordinary hours of work shall be eight hours per shift between 6.00 am and 6.00 pm Monday to Friday. However, ordinary hours may commence from 5.00 am by agreement between the employer, employee and relevant union.
- (b) The parties recognise that, in general, the hours worked by individuals in the construction industry are not consistent with the objectives of maintaining high productivity or a high quality of life. As a means of improving this situation, no employee on this Project will be expected to work in excess of 58 hours per week inclusive of overtime except in an emergency.

11. Immigration Compliance

11.1 Immigration Compliance

The parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Bovis Lend Lease of the importance of immigration compliance. Where there is concern

that illegal immigrants are being engaged by an employer on the Project, Bovis Lend Lease will act decisively to ensure compliance.

11.2 Legal Right of Employees to Work

Employers are required, prior to employees commencing work on site, to check the legal right of employees to work. The authorisation form attached to this award (as per Annexure C) may assist in providing evidence of the employee's legal status.

12. Long Service Compliance

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

13. No Extra Claims

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

14. No Precedent

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

15. Single Bargaining Unit

This award was negotiated by the Labor Council of New South Wales on behalf of the unions and by Bovis Lend Lease in its own right and on behalf of the employers.

16. Union Rights

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

16.1 Visiting Union Officials

- (a) Union officials (party to this award), when arriving on site, shall call at the site office and introduce themselves to a management representative of the employer, prior to pursuing their union duties.
- (c) Union officials shall produce their right of entry permits, if required, and observe the relevant awards, the Occupational Health and Safety Act and Regulations and other statutory/legislative obligations for entry to the site.
- (d) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the employers are observing the terms and conditions of this award.
- (e) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided notice is given to the employers and the Project Manager by the union.

- (f) Such inspections shall not take place unless there is a suspected breach of this award, other appropriate industrial instruments, enterprise agreements, the *Industrial Relations Act 1996* (NSW) or other employer statutory requirements.

16.2 Project Delegate

Parties to this award recognise that the Project workforce will elect a Project Delegate who shall be the principal spokesperson for the Project workforce.

Rights of the Project Delegate

- (a) The parties acknowledge it is the sole right of the Project workforce to elect the Project Delegate, who shall be recognised as the authorised representative of the unions in respect of the Project.
- (b) The Project Delegate shall have the right to approach or be approached by any employee of an employer to discuss industrial matters with that employee during normal working hours.
- (c) The Project Delegate shall have the right to communicate with the Project workforce in relation to industrial matters without impediment by an employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:
 - (i) moving the Project Delegate to a workplace or work situation which prevents or significantly impedes communication with the Project workforce;
 - (ii) changing the Project Delegate's shifts or rosters so that communication with employees is prevented or significantly impeded; and
 - (iii) disrupting duly organised meetings.
- (d) The Project Delegate shall be entitled to represent the Project workforce in relation to industrial matters on the Project and, without limiting the generality of that entitlement, is entitled to be involved in representing the Project workforce:
 - (i) the introduction of new technology on the Project and other forms of workplace change;
 - (ii) career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of the employees;
 - (iii) ensuring that employees on the Project are paid their correct wages, allowances and other lawful entitlements;
 - (iv) to check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (e) In order to assist the Project Delegate to effectively discharge his or her duties and responsibilities, the Project Delegate shall be afforded the following rights:
 - (i) the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
 - (ii) at least 10 days per year paid time off work to attend relevant union training courses/forums.
- (f) The employer of the Project Delegate shall provide to the Project Delegate the following:
 - (i) a lockable cabinet for the keeping of records;

- (ii) a lockable notice board for the placement of union notices at the discretion of the Project Delegate;
 - (iii) where practicable and, if agreed to, a Project Delegate office;
 - (iv) where a Project Delegate office is not practicable, access to a meeting room;
 - (v) use of the telephone for legitimate union business associated with the Project;
 - (vi) from existing resources and, when required for legitimate union Project-related business, access to a word-processor, typewriter, a photocopier, facsimile machine and e-mail.
- (g) There shall be no deduction to wages where a union(s) requires the Project Delegate to attend any Court or Industrial Tribunal proceedings relating to industrial matters on the Project.

16.3 Job Delegates

Job Delegates of the respective unions will be recognised by the Project Manager and the Employers. The names of delegates should be advised to the Project Manager. Job Delegates will be given appropriate time and facilities to assist them in their duties. Job Delegates will be given the opportunity for relevant paid trade union training and time to attend union meetings authorised by the Secretary of the relevant union or his or her nominee.

16.4 Union Membership

- (a) Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership.
- (b) To assist in this process the employer shall:
 - (i) if requested, and on the written authority of the employee, provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly basis with enough information supplied to enable the union to carry out a reconciliation; and
 - (ii) provide the union with access to talk to new employees.
- (c) Nothing in this clause shall be contrary to the relevant legislation.

17. Australian Content

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

18. Protective Clothing

- (a) Employers will provide their employees engaged on site with legally produced Australian-made protective clothing on the following basis:

Safety Footwear

Appropriate safety footwear shall be supplied on commencement, if not already provided, to all persons engaged on the Project and will be replaced on a fair wear-and-tear basis, provided it is produced to the employer as evidence.

Clothing

Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year thereafter.

Jackets

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

- (b) In circumstances where any employee(s) of an employer is/are transferred to the Project from another project where an issue of equivalent clothing was made, then such employees shall not be entitled to an issue on this Project until the expiry of the calendar year or on a fair wear-and-tear basis.
- (c) Employees who receive from their employer an issue and replacement of equivalent clothing and/or safety footwear as part of the employer's policy or enterprise agreement shall not be entitled to the provisions of this clause.
- (d) Employers will consult with the Labor Council of NSW to be provided with a list of Australian manufacturers who use legal labour in the manufacturing of their work clothes.
- (e) All transport workers who are involved on the Project for longer than two hours on any calendar day will be provided with safety footwear, one set of clothing and one jacket by their employer prior to commencement on the Project, unless they have been provided with such footwear and clothing by their employer within the previous 12-month period.
- (f) Where a subcontractor's failure to comply with this clause has been brought to the attention of the Company and the Company has attempted to secure compliance but has failed, the Company shall purchase the appropriate clothing issue and back-charge the subcontractor for that expense.

19. Workers' Compensation and Insurance Cover

- (a) Employers must ensure that all persons that they engage to work on the Project are covered by workers' compensation insurance.
- (b) Bovis Lend Lease will audit Certificates of Currency from each employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to accredited union officials on request.
- (c) Employers and their employees must comply with the following steps to ensure expedited payment of workers' compensation.
 - (i) All employees will report injuries to the Project first-aider and their supervisor at the earliest possible time after the injury.
 - (ii) All employees will comply with the requirements for making a workers' compensation claim, including the provision of a WorkCover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the Project first-aid officer and their supervisor.
 - (iii) In cases where the employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- (d) Employers must ensure that they are aware of and will abide by sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act 1998*, which provide that:

The employer shall keep a register of injuries /site accident book in a readily accessible place on site;

All employees must enter in the register any injury received by the employee. The employer must be notified of all injuries on site immediately;

An employer who receives a claim for compensation must, within seven days of receipt, forward the claim or documentation to their insurer;

An employer who receives a request from their insurer for further specified information must, within seven days after receipt of the request, furnish the insurer with the information as is in the possession of the employer or reasonably obtained by the employer.

- (e) An employer who has received compensation money from an insurer shall, as soon as practicable, pay the money to the person entitled to the compensation.

20. Apprentices

As part of the Project's commitment to learning and skills development, a ratio of one apprentice/trainee to every five tradespersons within each employer's workforce is to be maintained. Apprentices not employed directly may be engaged from group training companies such as Macarthur Group Training, Electro Group or other group schemes which are approved by parties to this award.

21. Training and Workplace Reform

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

22. Project Death Cover

Bovis Lend Lease will guarantee that the beneficiary of any employee who dies as a consequence of working on the Project will be paid a death benefit of \$25,000.00. Such benefit shall be paid within 14 days of the production of appropriate documentation. This payment shall be in addition to any other entitlement that might be paid to the beneficiary as a consequence of the death of the employee.

23. Anti-Discrimination

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

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

24. Personal/Carer's Leave

This clause is applicable only in respect to the carer's and parental leave provisions.

24.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 26.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household where, for the purposes of this 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.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

24.2 Unpaid Leave for Family Purpose

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

24.3 Annual Leave

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

24.4 Time Off in Lieu of Payment for Overtime

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

24.5 Make-up Time

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

24.6 Rostered Days Off

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

25. Project Close-down Calendar

- (a) For the purposes of this award the parties agree that the following Project Close-down Calendar will be adopted for the Project. The Project Close-down Calendar has been produced with a view to maximising quality leisure time off for all employees. Accordingly, the parties agree that on certain weekends (as set out in the Project Close-down Calendar) no work shall be carried out.
- (b) Provided however that, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out below, subject to the agreement of the appropriate union Secretary or his or her nominee.

Project Close-down Calendar 2004

Friday	April 9	Good Friday Public Holiday
Saturday	April 10	Shutdown Saturday
Sunday	April 11	Easter Sunday
Monday	April 12	Easter Monday Public Holiday
Tuesday	April 13	RDO
Saturday	April 24	
Sunday	April 25	
Monday	April 26	Anzac Gazetted Holiday
Tuesday	April 27	RDO
Saturday	June 12	
Sunday	June 13	
Monday	June 14	Queen's Birthday Public Holiday
Tuesday	June 15	RDO
Saturday	October 2	
Sunday	October 3	
Monday	October 4	Labor Day Public Holiday
Tuesday	October 5	RDO
Saturday	December 4	
Sunday	December 5	
Monday	December 6	Union Picnic Day
Tuesday	December 7	RDO (if applicable)

Project Close-down Calendar 2005

Wednesday	January 26	Australia Day
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	

Friday	March 25	Good Friday
Saturday	March 26	RDO
Sunday	March 27	
Monday	March 28	RDO
Friday	April 22	RDO
Saturday	April 23	RDO
Sunday	April 24	
Monday	April 25	Anzac Day
Saturday	June 11	RDO
Sunday	June 12	
Monday	June 13	Queen's Birthday

26. Leave Reserved

Notwithstanding clause 13, liberty is reserved for parties to the award to approach the Commission to amend paragraph 8.4(a) of the award to include the following words:

If an employer is identified as paying his/her employees "all in" payments, then such payments shall be deemed to be the employee's ordinary rate of pay for all purposes of this project award and other industrial instruments which may apply to such employees for the duration of this Project. In such circumstances, all employees of the employer working on the Project shall obtain the benefit of the higher rate of pay plus the conditions of the project award.

ANNEXURE A

PARTIES

Part 1 - Employers:

Bovis Lend Lease Pty Limited and/or any subcontractors engaged to work on the Project.

Part 2 - Unions:

Labor Council of New South Wales (The Labor Council)

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

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

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

Electrical Trades Union of Australia, New South Wales Branch

Transport Workers' Union of New South Wales (TWU)

ANNEXURE B

Part 1 - Scheduled Milestones:

Milestone	Objective	Indicator	Assessment
1. Programme	Maintain and achieve target programme	Follow overall 3-monthly and 2-weekly programmes	
2. EH&S	Protection and relation with public Reduction of potential	Minimise disruption to public and operation of the existing shopping	

	class one occurrences Compliance with work method statements Inductions	centre Reduction in severity and frequency of PIs. Reduction in safety indicators Monitor SWMS and actual method All employees attend induction	
3. Quality	Compliance with AFC specifications drawings and documentation	Verification of ITP and Consultant QA report.	
4. Behaviour/Hours of Work	Quiet enjoyment of existing tenants Refer Management Plan for further issues	No complaints	
5. Zero Lost Time	No lost time due to site wide stoppages	Marked-up programme	

Part 2 - Programme Milestones:

Milestone 1	Complete Bulk Earthworks, Foundations, Piles And Footings	17 April 2004
Milestone 2	Complete Structure	17 September 2004
Milestone 3	Complete Roofing and Facade	21 October 2004
Milestone 4	Practical Completion - Northern Mall Total Project Complete	23 December 2004 21 June 2005

ANNEXURE C**AUTHORITY TO OBTAIN FROM DIMA DETAILS OF IMMIGRATION STATUS**

I, _____
(Family Name) (Given Name/s)

Date of Birth _____ Nationality: _____

Visa number: _____ Passport number: _____

authorise the Department of Immigration and Multicultural Affairs (DIMA) to release by fax to:

(Name of employer representative)

details of my immigration status and entitlement to work legally in Australia.

This information will only be made available to the employer representative or an authorised trade union officer on request.

I also understand the above-named will only use this information for the purpose of establishing and verifying only my legal entitlement to work in Australia and for no other purpose.

Signed: _____ Dated: _____

Name of employer:

Phone: _____ Fax: _____

Please send or fax this form to:
The Department of Immigration and Multicultural Affairs
Phone: (02) 9258 4730
Fax: (02) 9258 4763

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(679)

SERIAL C3604

**TRANSPORT INDUSTRY - TOURIST AND SERVICE COACH
DRIVERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5604 of 2003)

Before Mr Deputy President Sams

30 December 2004

REVIEWED AWARD

1. Insert in Part F - General, of clause 1, Arrangement, of the award published 18 August 2000 (317 I.G. 1079), the following new clause number and subject matter:

35. Leave Reserved

2. Delete clause 4, Arbitrated Safety Net Adjustment, and insert in lieu thereof the following:

4. Arbitrated Safety Net Adjustment

The rates of pay contained in this award comprehend and shall be offset against any arbitrated safety net adjustment or State Wage Case adjustment made available by a State Wage Case judgment.

To avoid any doubt, the rates of pay in this award include (subject to clause 35 Leave Reserve) the adjustments payable in respect of all State Wage Case increases up to and including the State Wage Case 2004. These adjustments may be offset against:-

- (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments."
3. Delete clause 15, Permissible Funds, and insert in lieu thereof the following:

15. Permissible Funds

For the purposes of this Part "the fund" shall mean the T.W.U. Superannuation Fund established by Trust Deed and Articles on 4 October 1984 or the Tasplan Fund (which is a successor fund of the Bus and Coach Association Superannuation Scheme) or successors of either fund.

4. Delete clause 34, Area, Incidence and Duration, and insert in lieu thereof:

34. Area, Incidence and Duration

This award rescinds and replaces the Transport Industry - Tourist and Service Coach Drivers (State) Award published 2 August 1996 (294 I.G. 93), and all variations thereof.

It shall apply to drivers of tourist, parlour and service coaches or cars within the jurisdiction of the Transport Industry - Motor Bus Drivers and Conductors (State) Industrial Committee.

This Award shall take effect on and from 31 January 2000 and shall remain in force for a period of twelve months.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 30 December 2004.

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

5. Insert after clause 34, Area, Incidence and Duration, the following new clause:

35. Leave Reserved

Leave is reserved to the Transport Workers' Union of New South Wales to make application to vary the rate of pay prescribed in Table 1, Wages, of Part G, Monetary Rates. to increase the weekly wage by \$2.00.

6. Delete Tables 1 & 2 of part G, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

Weekly wage from the first full pay period to commence on or after 1 August 2004	\$554.70
--	----------

Table 2 - Other Rates and Allowances

Item. No	Clause No.	Brief Description	Amount \$
1	2(ii)	Driver to issue tickets and collect fares	2.02 per day additional
2	2(iii)	Driving instructor allowance	5.20 per day additional
3	2(iv)	Kosciusko National park allowance	5.20 per day additional
4	9(vi)	Meal allowance For each subsequent meal	9.33 9.33
5	14(ii)(a)	Employer contribution to superannuation for permanent full-time staff	18.55 per week
6	14(ii)(b)	Employer contribution to superannuation for permanent part-time and casual staff	3.71 for each 7.6 hours worked, up to a maximum of 18.55 per week
7	28(ii)	Allowance in lieu of gum boots issue	0.61 per week
8	28(iii)	Winter clothing allowance	5.06 per day

P. J. SAMS *D.P.*

 Printed by the authority of the Industrial Registrar.

(539)

SERIAL C3337**PLUMBERS AND GASFITTERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5676 of 2003)

Before Commissioner Macdonald

21 October 2004

REVIEWED AWARD

1. Delete the arrangement of the award published 25 February 2000 (313 I.G. 709), and insert in lieu thereof the following:

Arrangement

PART A

Clause No.	Subject Matter
7.	Additional Wage Rates
34.	Annual Holidays
35.	Annual Holiday Loading
54.	Anti-Discrimination
60.	Area, Incidence and Duration
58.	Award Modernisation
1.	Basic Wage
33.	Bereavement Leave
10.	Chokages
14.	Compensation for Travel Patterns and Mobility Requirements of Employees and the Nature of Employment in the Construction Work Covered by this Award
15.	Compensation for Travel Patterns and Mobility Requirements of Apprentices
41.	Conveniences
47.	Damage to Clothing and Tools
17.	Distant Work-Apprentices
29.	Employees Presenting Themselves and Not Engaged
55.	Exhibition of Award
43.	First-aid
4.	Hours
48.	Insurance of Tools and Clothing
2.	Interpretation
40.	Jury Service
9.	Leading Hands
56.	Leave Reserved
16.	Living Away From Home-Distant Work
36.	Long Service Leave
13.	Multi-storey Allowance
5.	Night Shift
33.	No Claims Agreement
27.	Notice on Leaving and Dismissal
45.	Occupational Health and Safety
20.	Overtime
21.	Overtime-Apprentices
37.	Parental Leave
25.	Payment of Wages
38.	Personal/Carer's Leave
24.	Picnic Day
57.	Piecework
53.	Prohibition of Bans, Limitations and Restrictions
3.	Proportion
46.	Protective Clothing
42.	Provision for Boiling and Drinking Water
23.	Public Holidays
30.	Redundancy
50.	Right of Entry
22.	Saturday and Sunday
52.	Settlement of Disputes
18.	Ship's Plumbing Outwork
19.	Ship's Plumbing Outwork-Apprentices
31.	Sick Leave
32.	Sick Leave-Apprentices

11. Special Rates
 44. Special Conditions
 12. Special Rates (Ships Plumbing)
 59. Structural Efficiency Exercise
 28. Termination of Employment-Trainee Apprentices
 26. Time and Wage Records
 8. Tool Allowance-Apprentices
 49. Tools of Trade
 39. Trade Union Training Leave
 51. Union Steward
 6. Wages
2. Renumber the clauses in the body of the award to reflect the new Arrangement.
 3. Delete the words "Commencing 24 may 1982 the" appearing in paragraph (i) (a), of clause 4, Hours, and insert in lieu thereof the following:
The
 4. Delete paragraph (i) (b), of the said clause 4, and insert in lieu thereof the following:
 - (b) Where such fourth Monday or agreed rostered day prescribed by subparagraph (1) of paragraph (a) of this subclause falls on a public holiday as prescribed in clause 23, Public Holidays (or in respect of an apprentice on a day on which the apprentice is required to attend technical college or registered training organisation), the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle or the next, is agreed in writing between the employer and the employees.
 5. Delete the word "his" wherever appearing in the award, and insert in lieu thereof the following:
his/her
 6. Delete paragraph (xxx) (c), of clause 11, Special Rates, and insert in lieu thereof the following:
 - (c) Control: refer to the relevant New South Wales Occupational Health and Safety Legislation."
 7. Delete subclause (ii) and (iii), of clause 21, Overtime - Apprentices, and insert in lieu thereof the following:
 - (ii) No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent his/her attendance at technical school or registered training organisation as required by any statute, award or regulation imposed upon him/her.
 - (iii) An apprentice shall not work overtime except under the direction of a tradesperson.
 8. Clause 24 (ix) insert after the words "technical college or school" the words "or registered training organisation".
 - (ix) The provisions of this clause shall not apply to any apprentice who is required to attend a technical college, school or registered training organisation for the purpose of receiving trade instructions and/or submitting himself/herself for any examination. In such case the employer and the apprentice mutually shall agree that the apprentice shall be allowed another working day off with pay in lieu of the picnic day. Where this is not practicable the apprentice shall be paid at the overtime rates prescribed herein.
 9. Delete clause 25, Payment of Wages, and insert in lieu thereof the following:

25. Payment of Wages

Payment of wages shall be in accordance with the *Industrial Relations Act 1996*."

10. Delete clause 26, Time and Wages Records, and insert in lieu thereof the following:

26. Time and Wages Records

- (i) Time, wages and superannuation records will be kept in accordance with the relevant legislation.
 - (ii) The employer shall record the location of the job if it is outside the radius specified in clause 14, Compensation for Travel Patterns, Mobility Requirements of Employees and the Nature of Employment in the Construction Work Covered by this Award.
11. Delete clause 37, Parental Leave, and insert in lieu thereof the following:

37. Parental Leave

- (A) Parental Leave entitlements shall be taken in accordance with this clause and the provisions of the *Industrial Relations Act 1996* (as varied).

- (B) Part-time Work -

Definitions -

- (1) For the purposes of this subclause:

- (a) "Male Employee" means a male employee who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (b) "Female Employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (c) "Spouse" includes a de facto spouse.
- (d) "Former Position" means the position held by a employee immediately before proceeding on leave or part-time employment under this subclause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (f) "Continuous Service" means service under an unbroken contract of employment and includes:
 - (i) Any period of leave taken in accordance with this clause.
 - (ii) Any period of part-time employment worked in accordance with this clause; or
 - (iii) Any period of leave or absence authorised by the employer or by the award.

Entitlement -

- (2) With the agreement of the employer -

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

Return to Former Position -

(3)

- (a) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in subparagraph (a) of this paragraph shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment

Effect of Part-Time Employment on Continuous Service -

- (4) Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

Pro-Rata Entitlements -

- (5) Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (8) of this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro-rata.

Transitional Arrangements - Annual Leave -

(6)

- (a) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.
- (b)
 - (i) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

- (ii) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

Transitional Arrangements - Sick Leave -

- (7) An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of service.

Part-Time Work Agreement -

- (8)
 - (a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (i) That the employee may work part-time.
 - (ii) Upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work.
 - (iii) Upon the classification applying to the work to be performed.
 - (iv) Upon the period of part-time employment.
 - (b) The terms of this agreement may be varied by consent.
 - (c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
 - (d) The terms of this agreement shall apply to the part-time employment.

Termination of Employment -

- (9)
 - (a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
 - (b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.

Extension of Hours of Work -

- (10) An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (5) of this subclause.

Nature of Part-Time Work -

- (11) The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

Inconsistent Award Provisions -

- (12) An employee may work part-time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (a) Limiting the number of employees who may work part-time.
- (b) Establishing quotas as to the ratio of part-time to full time employees
- (c) Prescribing a minimum or maximum number of hours part-time employee may work; or
- (d) Requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part-time work under this clause.

Replacement Employees -

(13)

- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- (b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (5), (6), (7), (8), (9) and (12) of this subclause, apply to the part-time employment of a replacement employee.
- (c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of this paragraph.
- (e) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

12. Delete subclause (ii), of clause 43, First-aid, and insert in lieu thereof the following:

- (ii) Where an employee covered by this award is appointed by the employer as a qualified first-aid person he/she shall be paid an additional rate as set out in Item 73 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

13. Delete clause 44, Special Conditions, and insert in lieu thereof the following:

44. Special Conditions

- (i) Apprentices -

- (a) When an apprentice is called upon to do work in connection with new buildings, tool sheds or tool boxes, adequate sanitary conveniences and hot water for meals shall be provided by the employer unless the same shall have been provided for and made available to the apprentice by the building contractor by arrangement with the employer.
- (b) TAFE fees - The fees due by an apprentice for attending the plumbing trade course shall be paid by the employer at the time such fees become due.

14. Insert after clause 44, Special Conditions, the following new subclause:

45. Occupational Health and Safety

- (i) Employers and Employees have obligations regarding safety under the Occupational Health and Safety Legislation as amended from time to time."

15. Insert at the end of clause 60, Area, Incidence and Duration, the following new paragraph:

The changes made to the Award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (85 IR 38) take effect on and from 21 October 2004.

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

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

(1052)

SERIAL C3220

COAL SUPERINTENDING SAMPLERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1696 of 2004)

Before Mr Deputy President Sams

9 July 2004

REVIEWED AWARD

- 1. Delete clause 1, Arrangement, of the award published 28 September 2001 (328 I.G. 218) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
------------	----------------

PART A

- | | |
|-----|------------------------------------|
| 1. | Arrangement |
| 2. | Wages and Classifications |
| 3. | Functions |
| 4. | Skills/Qualifications |
| 5. | Training |
| 6. | Mixed Functions |
| 7. | State Wage Case Adjustments |
| 8. | Hours of Work |
| 9. | Overtime |
| 10. | Shift Work - Extra Payment |
| 11. | Meal Allowance |
| 12. | Holidays |
| 13. | Annual Leave |
| 14. | Sick Leave |
| 15. | Personal Carer's Leave |
| 16. | Meal Breaks and Cribs |
| 17. | Rest Pauses |
| 18. | Underground Allowance |
| 19. | Casual Employees |
| 20. | Long Service Leave |
| 21. | Engagement and Termination |
| 22. | Payment of Wages |
| 23. | Protective Clothing |
| 24. | First Aid |
| 25. | Job Representative |
| 26. | Settlement of Disputes |
| 27. | Right of Entry |
| 28. | Bereavement Leave |
| 29. | Existing Privileges |
| 30. | Award Negotiations |
| 31. | General Conditions |
| 32. | Travel Allowance |
| 33. | Living Away Allowance |
| 34. | Notification of Absence |
| 35. | Other Duties |
| 36. | Superannuation |
| 37. | Redundancy |
| 38. | Anti-Discrimination |
| 39. | Deduction of Union Membership Fees |
| 40. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Allowances

2. Renumber the clauses in the body of the award to reflect the Arrangement.
3. Delete the reference to 2B-5 in subclause 4 of clause 5, Training, and insert in lieu thereof the following:

- subclause 5 of clause 4, Skills/Qualifications.
4. Delete the reference to Clause 3(a) and (b) in subclause (c) of clause 8, Hours of Work, and insert in lieu thereof the following:

subclauses (a) and (b) of this clause
 5. Delete the reference to Clause 7 in subclause (f) of the said clause 8 and insert in lieu thereof the following:

clause 12, Holidays
 6. Delete the references to Clause 3(e) in paragraph (ii) of subclause (a) and paragraph (ii) of subclause (b) of clause 9, Overtime, and insert in lieu thereof the following:

subclause (e) of clause 8, Hours of Work
 7. Delete the reference to Clause 4 in clause 10, Shift Work - Extra Payment, and insert in lieu thereof the following:

clause 9, Overtime
 8. Delete the reference to Clause 19 in paragraph (a) of subclause (1) of clause 15, Personal Carer's Leave, and insert in lieu thereof the following:

clause 14, Sick Leave
 9. Delete the reference to the *Occupational Health and Safety Act 1983 (NSW)* in subclause (i) of clause 24, First Aid, and insert in lieu thereof the following:

Occupational Health and Safety Act 2000
 10. Delete the references to Clause 10 in subclauses (iii) and (v) of clause 28, Bereavement Leave, and insert in lieu thereof the following:

clause 15, Personal Carer's Leave
 11. Delete subclause (i) of clause 31, General Conditions, and insert in lieu thereof the following:
 - (i) The requirements in relation to amenities shall conform at least to the minimum requirement set out in the applicable occupational health and safety legislation and regulations.
 12. Delete the reference to Clause 13 in subclause (2) of clause 36, Superannuation, and insert in lieu thereof the following:

clause 19, Casual Employees
 13. Insert the following new paragraph at the end of clause 40, Area, Incidence and Duration:

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 9 July 2004.

14. Delete the column entitled "Clause No." of Table 2 - Other Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	11	Meal Allowance	9.50	9.85
2	24(iv)	First Aid Allowance	2.06 per day	2.13 per day
3	32(i)	Travel Allowance	4.50 per day	4.50 per day
4	32(ii)	KM Allowance	0.49 km	0.49 km
5	33	Living Away Allowance	56.40 per day	56.40 per day

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(647)

SERIAL C3190

SURVEYORS' FIELD HANDS (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 2004)

Before Mr Deputy President Sams

26 July 2004

REVIEWED AWARD

1. Renumber in the Arrangement and body of the award clause 37A, Deduction of Union Membership Fees, to read as clause 38 and renumber existing clause 38, Area, Incidence and Duration to read as clause 39:
 38. Deduction of Union Membership
 39. Area, Incidence and Duration
2. Delete the words "*Occupational Health and Safety Act 2000*" appearing in subclause (i) of clause 17, First Aid, of the award published 23 November 2001 (329 I.G. 889) and insert in lieu thereof the following:

Occupational Health and Safety Regulation 2001
3. Delete the Notation in subclause (b) of clause 36, Superannuation.
4. Delete clause 38, Area, Incidence and Duration, and insert in lieu thereof the following:

Clause 39. Area, Incidence and Duration

This award (303 I.G. 1167) published 20 March 1998 took effect from the beginning of the first full pay period to commence on or after 11 June 1997. It shall apply to all employees of the classes mentioned in Clause 3 - Wages, within the jurisdiction of the Surveyors' Assistants (State) Industrial Committee, in the State, excluding the County of Yancowinna and also excluding those employees covered by the Crown Employees (Roads & Traffic Authority of NSW - Wages Staff) Award.

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (85 IR 38) take effect on and from 26 July 2004.

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

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1341)

SERIAL C3206

SYDNEY AQUARIUM STAFF (STATE) AWARD 1998

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1618 of 2004)

Before Mr Deputy President Sams

28 July 2004

REVIEWED AWARD

1. Delete clause 4, Date and Period of Operation, of the award published 21 September 2001 (327 I.G. 1147), and insert in lieu thereof the following:

4. Date and Period of Operation

This Award shall operate from the first full pay period to commence on or after 1 January 1998 and shall remain in force for a period of 18 months.

This award has been the subject of a review under Section 19 of the *Industrial Relations Act 1996* and remains in force until varied or rescinded, the period for which it was made being already expired. The changes made to the award pursuant to section 19 of the *Industrial Relations Act 1996* are effective on and from 28 July 2004.

2. Delete subclause 30.2, of clause 30, First Aid, and insert in lieu thereof the following:

30.2 First-aid Kits - See Occupational Health and Safety Regulation 2001.

3. Delete clause 33, Redundancy, and insert in lieu thereof the following:

33. Redundancy

33.1 Application

- (a) This clause shall apply in respect of full time and part time persons employed in the classifications specified in clause 8 of this award.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause 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.
- (d) Notwithstanding anything contained elsewhere in this clause, this clause 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.

33.2 Introduction of Change

33.2.1 Employer's Duty to Notify -

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (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.

33.2.2 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 33.2.1, 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 discussions shall commence as early as possible after a definite decision has been made by the employer to make the changes referred to in 33.2.1.
- (c) For the purpose of such discussions, 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.

33.3 Redundancy

33.3.1 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 done by anyone pursuant to 33.2.1(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 33.3.1(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 of the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

33.4 Termination of Employment

33.4.1 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 33.2.1 (a) Introduction of Change:

- (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) 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.

33.4.2 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 33.2.1(a).

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 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.

33.4.3 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 5 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.

33.4.4 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 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.

33.4.5 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.

33.4.6 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 provided by Centrelink

33.4.7 Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in subclause 33.2.1 of this award, 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.

33.5 Severance Pay -

33.5.1 Where an employee is to be terminated pursuant to subclause 33.4, 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 Entitlement	Under 45 Years of Age
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 old or over, the entitlement shall be in accordance with the following scale:

Years of Service and Over Entitlement	45 Years of Age
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 of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances.

33.5.2 Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 33.5.1 above.

The Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 33.5.1 above will have on the employer.

33.5.3 Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 33.5.1 above if the employer obtains acceptable alternative employment for an employee.'

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(702)

SERIAL C3214

WAREHOUSE EMPLOYEES' - GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1871 of 2004)

Before The Honourable Mr Deputy President Harrison

28 July 2004

REVIEWED AWARD

1. Delete subclause (iv) of clause 2, Hours, of the award published 23 November 2001 (329 I.G. 860) and insert in lieu thereof the following:

- (iv) Subject to the provisions of subclause (i) of this clause and subclauses (ii) and (iii) of clause 6, Shift Workers, should the employer and the majority of employees in any establishment agree, the ordinary working hours may exceed eight on any day, to enable a week day off to be taken more frequently than would otherwise apply.
2. Delete the word "his" in paragraph (b) of subclause (vii) of clause 6, Shift Workers, and insert in lieu thereof the following:
- his/her
3. Delete the word "he" in subclause (xiv) of the said clause 6 and insert in lieu thereof the following:
- he/she
4. Delete paragraph (ii) of subclause (1) of clause 14, Redundancy, and insert in lieu thereof the following:
- (ii) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
5. Delete paragraph (vii) of subclause (4) of the said clause 14 and insert in lieu thereof the following:
- (vii) Centrelink Separation Certificate - The employer shall, upon request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
6. Delete the reference to subclause (vii) in subclause (ii) of clause 21, Annual Leave Loading, and insert in lieu thereof the following:
- subclause (vi)
7. Delete the word "his" in subclause (v) of the said clause 21 and insert in lieu thereof the following:
- his/her
8. Delete the word "him" in paragraph (b) of subclause (vii) of the said clause 21 and insert in lieu thereof the following:
- him/her
9. Delete the word "his" in subclause (i) of clause 24, Transfer of Employees, and insert in lieu thereof the following:
- his/her
10. Delete clause 31, Right of Entry, and insert in lieu thereof the following:

31. Right of Entry

See Part 7 of Chapter 5 of the *Industrial Relations Act 1996*.

11. Delete the reference to clause 39, Area, Incidence and Duration, in paragraph (3) of subclause (ii) of clause 40, Occupational Superannuation, and insert in lieu thereof the following:
- clause 42, Area, Incidence and Duration
12. Delete clause 41, Enterprise Arrangements, and insert in lieu thereof the following:

41. Enterprise Arrangements

- (a) See the Enterprise Arrangements Principle of the Wage Fixing Principles.
 - (b) The operative date for an enterprise arrangement shall be no earlier than the date of approval by the Industrial Relations Commission, except that the Industrial Relations Commission may approve an earlier operative date to achieve consistency with the operative date of an enterprise arrangement which has earlier been approved by the Australian Industrial Relations Commission.
 - (c) Where parties to an enterprise arrangement include employees covered by a federal award, an agreement covering those employees may be submitted to the Australian Industrial Relations Commission for approval.
13. Delete subclause (d) of clause 42, Area, Incidence and Duration, and insert in lieu thereof the following:
- (d) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 28 July 2004.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(550)

SERIAL C3045

MOTELS, ACCOMMODATION AND RESORTS, &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 1805 of 2004)

Before The Honourable Mr Deputy President Harrison

28 July 2004

REVIEWED AWARD

- 1. Delete subclause 4.2 of clause 4, Index Of Facilitative Provisions, of the award published 31 August 2001 (327 I.G. 244) and insert in lieu thereof the following:
- 4.2 Facilitative provisions in this award are contained in the following clauses:

Clause Title	Clause Number
Alternative method of payment	15.2
Make-up time	18.11
Ordinary Hours - method of working	18.2
Overtime - time off in lieu	20.3
Part-time employment	8.3
Payment of wages - method and timing	15.1
Public holidays - payment	27.3
Superannuation - exemption, choice of fund	17.7
Unpaid carers' leave	24.3

2. Delete subclause 8.4 of clause 8, Types of Employment, and insert in lieu thereof the following:

8.4 Apprentices

8.4.1

- (a) An employee apprenticed in accordance with the provisions of the *Apprenticeship and Traineeship Act 2001* must be paid the percentage of the total wage prescribed for Hospitality Services Grade 4 as follows:

Year of Apprenticeship	Percentage
First year	55%
Second year	65%
Third year	80%
Fourth year	95%

- (b) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents will be disregarded; 5 cents and over will go to the higher 10 cents.

8.4.2 Waiting Trade

- (a) An employee apprenticed in accordance with the provisions of the *Apprenticeship and Traineeship Act 2001* (NSW) must be paid the percentage of the total wages prescribed for a qualified waiter in Hospitality Services Grade 4 as follows:

Year of Apprenticeship	Percentage
First six months	65%
Second six months	80%
Third six months	80%
Fourth six months	95%
Fifth six months	95%

- (b) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents will be disregarded; 5 cents and over will go to the higher 10 cents.

- (c) All matters prescribed in subparagraph (a) of this paragraph only apply to apprentices wages and in no other way supersede or affect any other provisions of the *Apprenticeship and Traineeship Act 2001*.
3. Delete paragraph 15.2.1 of subclause 15.2 of clause 15, Payment Of Wages, Time And Wages Records, and insert in lieu thereof the following:
- 15.2.1 As an alternative to being paid by the week according to clause 12, Classifications and Wage Rates, by agreement between the employer and the employee an employee can be paid at a rate equivalent to an annual salary of at least 25 per cent or more above the rate prescribed in the said clause 12 times 52 for the work being performed. In such cases, there is no requirement under clauses 20, Overtime, 21, Saturday Work, 22, Sunday Work, and subclause 18.8, Work Outside Daily Hours, to pay overtime or penalty rates in addition to the weekly award wage, provided that the salary paid over a year was sufficient to cover what the employee would have been entitled if all award overtime and penalty rate payment obligations had been complied with.
4. Delete paragraph 16.7.3 of subclause 16.7 of clause 16, Allowances, and insert in lieu thereof the following:
- 16.7.3 Where a full-time or regular part-time employee is engaged for work outside a distance of 44 kilometres from the place of engagement, he or she shall be paid all fares actually and necessarily incurred in travelling from the place of engagement to the place of employment; provided that, if the employee leaves his or her place of employment or is dismissed for misconduct within a period of three months of the date of engagement, the employer may recover from the employee the fare paid on engagement.
5. Delete clause 22, Sunday Work, and insert in lieu thereof the following:

22. Sunday Work

All ordinary time worked by full-time or regular part-time employees from midnight Saturday to midnight Sunday shall be paid for at the rate of time and three quarters.

6. Delete paragraph 24.2.1 of subclause 24.2 of clause 24, Personal Leave, and insert in lieu thereof the following:
- 24.2.1 Use of Sick Leave
- An employee other than a casual employee with responsibilities in relation to a class of person set out in subparagraph (b) of paragraph 24.2.3 of this subclause who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at subclause 24.1, Sick Leave, of this clause 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.
7. Delete subclause 24.4 of the said clause 24 and insert in lieu thereof the following:
- 24.4 Time Off in Lieu of Payment for Overtime
- 24.4.1 For the purpose only of providing care and support for a person in accordance with subclause 24.2 of this clause, and despite the provisions of clause 20, Overtime, the following provisions shall apply.

- 24.4.2 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.
- 24.4.3 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.
- 24.4.4 If, having elected to take time as leave in accordance with paragraph 24.4.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 24.4.5 Where no election is made in accordance with the said paragraph 24.4.1, the employee shall be paid overtime rates in accordance with the award.
8. Delete paragraph 24.5.5 of subclause 24.5 of the said clause 24 and insert in lieu thereof the following:
- 24.5.5 Bereavement leave may be taken in conjunction with other leave available under subclause 18.11 of clause 18, Hours of Work, subclause 23.3 of clause 23, Annual Leave, and subclauses 24.2, 24.3 and 24.4 of this clause. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
9. Delete paragraph 27.1.1 of subclause 27.1 of clause 27, Public Holidays, and insert in lieu thereof the following:
- 27.1.1 Employees other than casuals shall be entitled to the following holidays without loss of pay: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Union Picnic Day, Christmas Day and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.
10. Delete paragraph 27.7.4 of subclause 27.7 of clause 27, Public Holidays, and insert in lieu thereof the following:
- 27.7.4 The employer must record substitution day arrangements in the time and wages records kept pursuant to Division 2 of Part 4 of the Industrial Relations (General) Regulations.
11. Delete clause 30, Accident Pay, and insert in lieu thereof the following:

30. Accident Pay

See *Workplace Injury Management and Workers Compensation Act 1998*.

12. Delete clause 34, Anti-Discrimination, and insert in lieu thereof the following:

34. Anti-Discrimination

- 34.1 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.
- 34.2 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.

- 34.3 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.
- 34.4 Nothing in this clause is to be taken to affect:
- 34.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 34.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 34.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 34.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 34.5 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."

13. Delete the last paragraph of subclause 35.1 of clause 35, Area, Incidence and Duration, and insert in lieu thereof the following:

It shall apply to all persons employed in any capacity whether permanent or casual in or in connection with motor inns or motels, unlicensed private hotels, serviced apartments, resorts, time share facilities, health or recreation farms, guest houses, ski lodges, holiday flats/units, holiday ranches or farms, condominiums, flats (being premises (not being an hotel licensed to sell spirituous or fermented liquors) where either furnished, unfurnished or service apartments are let or sub-let to tenants (but does not include a private house) and residential chambers (being a lodging house or residential establishment (not being an hotel licensed to sell spirituous or fermented liquors) where accommodation only is provided) and establishments of a like nature together with restaurants, function areas, convention centres or like facilities, ancillary to or part of any of the above whether such establishments are licensed to serve alcoholic drinks or not and in or in connection with preparing and serving food, cleaning and attending to the premises and all other services associated therewith, excluding the County of Yancowinna and government accommodation houses, and excepting all persons employed by Lutanda Children's Home Ltd at Camp Toukley, provided further that Camp Toukley continues to provide the type of services as identified in the affidavit of John Roberts, dated 11 May 2001, filed in proceedings IRC 2328/2000.

14. Insert after subclause 35.5 of clause 35, Area Incidence and Duration, the following new subclause:

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

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

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1389)

SERIAL C3191

**CROWN EMPLOYEES (POLICE SERVICE OF NEW SOUTH WALES
(NURSES)) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1844 of 2004)

Before The Honourable Mr Deputy President Harrison

30 July 2004

REVIEWED AWARD

1. Delete the words "Police Service of New South Wales" wherever appearing in the award, except when referring to the title of former awards, of the award published 21 September 2001 (327 I.G. 1128) and insert in lieu thereof the following:

NSW Police

2. Delete clause 4, Rates of Pay, and insert in lieu thereof the following:

4. Rates of Pay

Subject to their classification nurses shall be paid per week not less than the amounts prescribed in Table 1 - Salaries, of Part B, Monetary Rates.

3. Delete subclause 5.1, of clause 5, Wages Sacrifice to Superannuation, and insert in lieu thereof the following:

5.1 Notwithstanding the salaries prescribed in Clause 4, Rates of Pay, of this award, an employee may elect, subject to the agreement of the NSW Police, to sacrifice a portion of the wage payable under clause 4 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the wage payable under clause 4 or fifty (50) percent of the current applicable superannuable wage, whichever is the lesser. In this clause a superannuable wage means the employees wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.

4. Delete clause 8, Overtime and insert in lieu thereof the following:

8. Overtime

8.1 Subject to 8.2 an employer may require an employee to work reasonable overtime at overtime rates.

8.2 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. What is unreasonable or otherwise will be determined having regard to:

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family and carer responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

Except as provided for in clause 8.4 of this clause:

8.3 All time approved to be worked in excess of the rostered daily hours of work shall be overtime and be paid for at time and a half for the first two hours and double time thereafter. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on a public holiday at the rate of double time and a half. Each shift shall stand alone.

8.4 For officers whose ordinary hours of work are prescribed by paragraph (b) of subclause 7.1 of Clause 7, Hours of Work, overtime does not become payable until the officer works in excess of 152 hours in any 28 day roster period.

Notwithstanding that, such officers shall normally be rostered on the basis of an average of 35 hours per week (140 hours each 28-day roster period), and shall only be required to work in excess of those hours in situations of an emergent nature or otherwise unavoidable circumstances.

5. Delete the words "Crown Employees (Public Service Conditions of Employment) Award 1997" wherever appearing in the award, and insert in lieu thereof the following:

Crown Employees (Public Service Conditions of Employment) Award 2002

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

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Beginning of first pay period to commence on or after 01.01.2002 + 3% Per Week \$	Beginning of first pay period to commence on or after 01.01.2003 + 4% Per Week \$	Beginning of first pay period to commence on or after 01.07.2003 + 5% Per Week \$
Clinical Nurse Consultant- 1 st year of service and thereafter	1,147.40	1,193.30	1,253.00
Clinical Nurse Specialist 1 st year of service and thereafter	933.30	970.60	1,019.20
Registered Nurse - 1st year	638.50	664.00	697.20
2nd year	673.30	700.20	735.20
3rd year	708.00	736.30	773.10
4th year	745.20	775.00	813.80
5th year	782.10	813.40	854.10
6th year	819.10	851.90	894.50
7th year	861.20	895.60	940.40
8th year	896.60	932.50	979.10

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of, and the satisfactory performance of duties by, the officer, as determined by the Commissioner of Police.

Table 2 - Allowances

Item No.	Clause No.	Description	Beginning of first pay period to commence on or after 01.01.2002 \$	Beginning of first pay period to commence on or after 01.01.2003 \$	Beginning of first pay period to commence on or after 01.07.2003 \$
1	3	Team Leader allowance per shift	15.60	16.22	17.03
2	7.8	On call allowance during a meal break	7.86	8.17	8.58
3	18	Clothing allowance per week	7.05	7.33	7.70

8. 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 30 July 2004.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(694)

SERIAL C3410

**CROWN EMPLOYEES (PUBLIC SERVICE TRAINING WAGE)
AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 6497 of 2004)

Commissioner Macdonald

22 November 2004

VARIATION

1. Delete paragraph (iv) of subclause (a) of clause 7, Wages, of the award published 21 March 2003 (338 I.G. 900) and insert in lieu thereof the following:

(iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against any equivalent over-award payments and/or award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete the calculation in the Example of the calculation for the wage rate for a part-time traineeship in subclause (d) of Weekly Wage Rates, of clause 10, Wage Rates for Part-time and School-based Trainees, and insert in lieu thereof the following:

$$\frac{\$215 \times (15 - 3.5)}{28} = \$88.30 \text{ plus any applicable penalty rates under the relevant industrial instrument}$$

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

PART B

MONETARY RATES

Table 1 - Full-time Weekly Wage Rates

Diploma - Information Technology

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Diploma level:

Classification	\$
Trainee - Information Technology Diploma level	481.60

Skill Level A

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Skill Level A:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	168.00 (50%)* 196.00 (33%)	209.00 (33%) 235.00 (25%)	284.00
Plus 1 year out of school	235.00	284.00	330.00
Plus 2 years out of school	284.00	330.00	384.00
Plus 3 years out of school	330.00	384.00	439.00
Plus 4 years out of school	384.00	439.00	
Plus 5 years or more	439.00		

Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	168.00 (50%)*	209.00 (33%)	274.00

	196.00 (33%)	235.00 (25%)	
Plus 1 year out of school	235.00	274.00	315.00
Plus 2 years out of school	274.00	315.00	370.00
Plus 3 years out of school	315.00	370.00	421.00
Plus 4 years out of school	370.00	421.00	
Plus 5 years or more	421.00		

Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	168.00 (50%)* 196.00 (33%)	209.00 (33%) 235.00 (25%)	268.00
Plus 1 year out of school	235.00	268.00	301.00
Plus 2 years out of school	268.00	301.00	337.00
Plus 3 years out of school	301.00	337.00	376.00
Plus 4 years out of school	337.00	376.00	
Plus 5 years or more	376.00		

Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.

School-based Traineeships

	Year 11 \$	Year 12 \$
School-based Traineeships Skill Levels A, B and C	215.00*	235.00*

* Assumes that the average proportion of time spent in structured training is 20%.

Table 2 - Hourly Wage Rates

Set out below are the hourly rates of pay for part-time or school-based trainees where the training is either fully off the job or where 20% of time is spent in approved training. These rates are derived from a 35-hour week. If the ordinary full-time weekly hours are not 35, the appropriate hourly rate may be obtained by multiplying the rate in the table by 35 and then dividing by the ordinary full-time hours.

Trainees who have Left School

Diploma - Information Technology

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Diploma level.

Classification	\$
Trainee - Information Technology Diploma Level - Part-time	17.20

Skill Level A

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Skill Level A:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	7.68	8.39	10.14
Plus 1 year out of school	8.39	10.14	11.79
Plus 2 years out of school	10.14	11.79	13.71
Plus 3 years out of school	11.79	13.71	15.68
Plus 4 years out of school	13.71	15.68	
Plus 5 years or more	15.68		

Skill Level B

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Skill Level B:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	7.68	8.39	9.78
Plus 1 year out of school	8.39	9.78	11.79
Plus 2 years out of school	9.78	11.25	13.21
Plus 3 years out of school	11.25	13.21	15.04
Plus 4 years out of school	13.21	15.04	
Plus 5 years or more	15.04		

Skill Level C

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Skill Level C:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	7.68	8.39	9.58
Plus 1 year out of school	8.39	9.58	10.75
Plus 2 years out of school	9.58	10.75	12.04
Plus 3 years out of school	10.75	12.04	13.43
Plus 4 years out of school	12.04	13.43	
Plus 5 years or more	13.43		

School-based Trainees:

	Year 11 \$	Year 12 \$
School-based Traineeships Skill Levels A, B and C	7.68	8.39

4. This variation shall take effect from the first full pay period to commence on or after 11 September 2004.

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

(601)

SERIAL C3107

SHOP EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees and another.

(Nos. IRC 3559 and 3560 of 2004)

Before Commissioner Macdonald

15 July 2004

VARIATION

1. Delete (i) of Table 1 - Wages, of Part B, Monetary Rates, of the award published 18 May 2001 (324 I.G. 935), and insert in lieu thereof the following:

Table 1 - Wages

(i)

Group No.	Description	Former Rate Per Week \$	SWC 2004 \$	Total Rate Per Week \$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day	506.80	19.00	525.80
2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of Clause 38 Wages.	512.80	19.00	531.80
3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	517.60	19.00	536.60
4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a shop:			
	(i) Without the duty of buying			
	In charge of from nil to 4 assistants	517.70	19.00	536.70
	In charge of from 5 to 12 assistants	526.10	19.00	545.10
	In charge of from 13 to 25 assistants	536.70	19.00	555.70
	In charge of over 25 assistants	544.50	19.00	563.50
	(ii) With the duty of buying -			
	In charge of from nil to 4 assistants	519.20	19.00	538.20
	In charge of from 5 to 12 assistants	528.50	19.00	547.50
	In charge of from 13 to 25 assistants	540.90	19.00	559.90
	In charge of over 25 assistants	547.90	19.00	566.90
5	Employees in charge of a motor and/or horse drawn vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/ take-away	524.20	19.00	543.20

	food shops Employees under the age of 21 years but not less than the age of 18 years shall be paid the percentages of the rate for an adult contained in (ii) of Table 1 - Clause 38 Wages.			
6	Retail Merchandiser as defined by subclause (xi) of clause 2. Definitions	506.80	19.00	525.80

2. Delete Items 1, 2, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22 & 23 of Table 2 - Other Rates & Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	1.94 per shift
2	5(a)	Night interval employees (working one night per week)	3.06 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	1.60 each night
8	38(1)(i)2(b)	Window Dressers under the age of 21	7.85 per week
9	35(i)(a)	Section Head	11.40 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	25.90 per week
11	35(i)(c)	Employee with a licence under the Liquor Act 1982	17.80 per week
12	35(ii)(a)	Employee delivering goods	3.90 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	37.70 per week 7.54 per day
14	35(ii)(c)	First-aid attendant	1.50 per day
15	35(ii)(d)	Employee engaged to speak a second language	7.60 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	15.20 per week 7.60 per week
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	7.30 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	10.95 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	14.60 per week

23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over Under 19 years of age	13.19 per hour 12.89 per hour
	36(ii)(b)	Saturday Loading - Adult Employees Under 21 years	5.50 3.65

3. Delete subclause (b), of clause 38, Wages, and insert in lieu thereof the following:

- (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
- (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

4. Delete the amount \$57.60 appearing in subclause (c), of clause 34, Supported Wage System for Workers with Disabilities, and insert in lieu thereof the following:

\$60.00
5. Insert after subclause (iv), of clause 15, Overtime, the following new subclause (v):
 - (v) Subject to clause (v)(a) an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for by this Award.
 - (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (b) For the purposes of clause (v)(a) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
6. This variation shall take effect from the first full pay period commencing on or after 28 July 2004.

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.
(748)

SERIAL C3203

**ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES
EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, industrial organisation of employees.

(No. IRC 589 of 2004)

Before Commissioner Ritchie

29 July 2004

VARIATION

1. Insert in the Arrangement of the award published 1 December 2000 (320 I.G. 900), the following new clause number and subject matter and renumber clause 17, Area, Incidence and Duration to read as Clause 18.

17. Deduction of Union Membership Fees
18. Area, Incidence and Duration

2. Renumber clause 17, Area, Incidence and Duration, to read as clause 18 and insert a new clause 17 as follows:

17. Deduction of Union Membership Fees

- 17.1 The Association must provide the Employer with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules. For the purposes of this clause, this amount is referred to as "the Fortnightly Membership Fee". shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - 17.2 The Association must advise the Employer of any change of the Fortnightly Membership Fee, consequent upon a variation of the annual union membership fee as provided in the Association rules. Any variation to the Fortnightly Membership Fee shall be provided to the Employer at least one month in advance of the variation taking effect. No more than two variations will be effected in any financial year.
 - 17.3 Subject to (i) and (ii) above, the Employer must deduct the Fortnightly Membership Fee from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Employer to make such deductions. However, deduction of the Fortnightly Membership Fee will only occur in each pay period in which payment has or is to be made to an employee.
 - 17.4 Monies so deducted from employees' pay must be forwarded fortnightly to the Association by way of electronic funds transfer, together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts. The money must be remitted to the Association as soon as practicable after the fortnightly pay period has been processed.
 - 17.5 In relation to full-time and part-time employees, the Fortnightly Membership Fee must be deducted on a fortnightly basis from the employees' pay.
 - 17.6 No Fortnightly Membership Fee will be deducted in respect of periods when an employee is absent on leave without pay, including unpaid parental, sick or carer's leave.
 - 17.7 In relation to casual employees the Fortnightly Membership Fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period
 - 17.8 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.
3. This variation shall commence from the first full pay period on or after 29 July 2004.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

SERIAL C3641

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA05/79 - Heyday Group Service Enterprise Agreement 2004-2005

Made Between: Heyday Group Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 8 November 2004 and commenced 1 April 2004.

Description of Employees: The agreement applies to all employees employed by Heyday Group Pty Ltd, located at 9, Waterloo Road, North Ryde NSW 2113, who are engaged within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 18 Months.

EA05/80 - The Mater Hospital North Sydney Nurses' Enterprise Agreement 2004

Made Between: Mater Hospital North Sydney -&- the New South Wales Nurses' Association.

New/Variation: Replaces EA04/7.

Approval and Commencement Date: Approved and commenced 21 December 2004.

Description of Employees: The agreement applies to all nursing staff employed by the Mater Hospital North Sydney, located at Rocklands Rd, North Sydney NSW 2060, who fall within the classifications and coverage of the Private Hospital Industry Nurses' (State) Award.

Nominal Term: 24 Months.

EA05/81 - Toll Fleet Management Chullora and Greenacre Enterprise Agreement 2004-2005

Made Between: Toll Fleet Management, a division of Toll Transport Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 18 November 2004.

Description of Employees: The agreement applies to all employees employed by Toll Fleet Management, a division of Toll Transport Pty Ltd, at its operations at its Fleet Management Workshop sites at 10, Bunker Road, Chullora and 77-85 Roberts Road, Greenacre, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 20 Months.

EA05/82 - P & J Doc Electrical Services Pty Ltd Construction Enterprise Agreement 2004-2005

Made Between: P&J DOC Electrical Services Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 18 November 2004.

Description of Employees: The agreement applies to all employees of P & J Doc Electrical Services Pty Ltd, located at 26, Lockhead Circuit, St Clair NSW 2759, who are engaged upon construction work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 12 Months.

EA05/83 - Rooster Traffic Control Enterprise Agreement 2004-2006

Made Between: Roosters Traffic Control Pty Ltd -&- The Australian Workers' Union, New South Wales

New/Variation: New.

Approval and Commencement Date: Approved 23 December 2004 and commenced 1 November 2004.

Description of Employees: The agreement applies to all employees employed by Roosters Traffic Control Pty Ltd, located at 2 Lady Ann Way, Narellenvale NSW 2567, engaged on, or in connection with traffic control only in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award.

Nominal Term: 19 Months.

EA05/84 - J & M Labour Solutions Pty Ltd Enterprise Agreement 2004-2005

Made Between: J&M Labour Solutions Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 18 November 2004 and commenced 21 October 2004.

Description of Employees: The agreement applies to all employees employed by J & M Labour Solutions Pty Ltd who are engaged within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 12 Months.

EA05/85 - Linfox - TWU Carlton & United Breweries Queanbeyan Enterprise Agreement 2003

Made Between: Linfox Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA00/267.

Approval and Commencement Date: Approved 22 November 2004 and commenced 1 July 2003.

Description of Employees: The agreement applies to all employees employed by Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

EA05/86 - Linfox - TWU (Coles Myer Logistics Goulburn) Enterprise Agreement 2003

Made Between: Linfox Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA00/231.

Approval and Commencement Date: Approved 22 November 2004 and commenced 27 July 2003.

Description of Employees: The agreement applies to all employees employed by Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

EA05/87 - Civil Pacific Pty Limited Traffic Control and Labour Hire Enterprise Agreement

Made Between: Civil Pacific Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 17 January 2005.

Description of Employees: The agreement applies to all employees employed by Civil Pacific Pty Limited, located at Level 1, 79B, Scarborough Street, Southport Qld 4215, engaged on, or in connection with traffic control and labour hire in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Nominal Term: 36 Months.

EA05/88 - Merck Sharp & Dohme (Australia) Pty. Limited Packaging Process Technicians Enterprise Agreement 2004

Made Between: Merck Sharp & Dohme (Australia) Pty Limited -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA04/39.

Approval and Commencement Date: Approved and commenced 1 November 2004.

Description of Employees: The agreement applies to all employees employed by Merck Sharp & Dohme (Australia) Pty Ltd located at 54-68 Ferndell St, South Granville, NSW 2142, engaged in the classifications of Packaging Process Technicians, who fall within the coverage of the Metal, Engineering and Associated Industries Award

Nominal Term: 19 Months.

EA05/89 - Mitre 10 Australia Limited (New South Wales) Registered Enterprise Bargaining Agreement 2004-2006

Made Between: Mitre 10 Australia Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA02/334.

Approval and Commencement Date: Approved 11 February 2005 and commenced 1 August 2006.

Description of Employees: The agreement applies to all employees employed by Mitre 10, Australia Ltd, located at 122, Newton Road, Wetherill Park NSW 2164, at the distribution centre at Newton Road, Wetherill Park, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 24 Months.

EA05/90 - Cerebos Foods - Seven Hills, Enterprise Agreement 2004

Made Between: Cerebos (Australia) Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 14 February 2005.

Description of Employees: The agreement applies to all employees employed by Cerebos (Australia) Limited, located at 92-96 Station Road, Seven Hills, NSW 2147, who fall within the coverage of the following awards: Food Preservers (State) Award, Grocery Products Manufacturing (State) Award, Metal, Engineering and Associated Industries (State) Award and the Storemen and Packers, General (State) Award.

Nominal Term: 20 Months.

Printed by the authority of the Industrial Registrar.