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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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ADVERTISING SALES REPRESENTATIVES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1589 of 2007)

Before Commissioner Cambridge

7 February 2008

REVIEWED AWARD

1. Delete the word "moneys" in subclause (d) of clause 13, Termination of Employment, of the award published 11 May 2001 (324 I.G. 738), and insert in lieu thereof the following:

"monies"
2. Delete the words "with the employers agreement" in paragraph (d) of subclause (3) Annual Leave of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:

with the employer's agreement
3. Delete the words "two years continuous service" in subparagraph (2) of paragraph (a) of subclause (iv) Termination of Employment, of clause 25, Redundancy, and insert in lieu thereof the following:

"two years' continuous service"
4. Delete the words "3 months notice" in subparagraph (1) of paragraph (b) of subclause (iv) Termination of Employment, of clause 25, and insert in lieu thereof the following:

"3 months' notice"
5. Delete subclause (c) of clause 27, Area, Incidence and Duration and insert in lieu thereof the following:
 - (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 New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 7 February 2008.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

I. W. CAMBRIDGE, Commissioner

(017)

SERIAL C6524

ASPHALT AND BITUMEN INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1521 of 2007)

Before Commissioner Bishop

22 January 2008

REVIEWED AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Contract of Employment
2A.	Secure Employment
3.	Termination of Employment
4.	Allowances
5.	Hours of Work
6.	Overtime
7.	Recall to Work
8.	Public Holidays
9.	Payment of Wages
9A.	State Wage Case Adjustments
10.	Travelling to Country Work
11.	Country Work
12.	Tea Break
13.	Protective Clothing
14.	Occupational Health and Safety
15.	Mixed Functions
16.	Annual Leave
17.	Sick Leave
18.	Dispute Resolution Procedure
19.	Reporting for duty
20.	Bereavement Leave
20A.	Parental Leave
21.	Flexible Work Practices
22.	Consultation
23.	Enterprise Flexibility Processes
24.	Training
25.	Utilisation of Skills
26.	Introduction of Change
27.	Redundancy
28.	Personal/Carer's Leave
29.	Anti Discrimination
30.	Long Service Leave
30A.	Deduction of Union Membership Fees
31.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. Contract of Employment

- (a) Probation - Employment for the first two weeks of service shall be from day to day at the appropriate weekly rate; provided that any employee who has previously served a probationary period of two weeks shall not be employed for a further probationary period. An employee shall be paid for any holiday or holidays which may occur during any period he or she is employed on probation.
- (b) Weekly Employment - Except as provided by subclauses (a) and (c) of this clause, employment shall be by the week.
- (c) Casual Employment -
 - (i) A casual employee is a person who is engaged and paid as such.
 - (ii) A casual shall be paid a loading of 20 per cent in addition to the weekly rates prescribed herein. Such loading shall form part of the casual's ordinary rate of pay.
 - (iii) The casual loading shall be in substitution for annual leave, sick leave and payment for public holidays not worked.
 - (iv) A casual shall receive a minimum of four hours' pay per day.
- (d) Stand Down - The employer may deduct payment for any time an employee cannot be usefully employed because of any strike or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

2A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion
 - (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
 - (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of twelve months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
 - (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving

such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

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

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

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

(d) Disputes Regarding the Application of this Clause

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

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

3. Termination of Employment

(a) Notice of Termination by Employer

- (i) 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
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

- (ii) In addition to the notice in paragraph (i) of this subclause, 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.
- (iii) Payment in lieu of the notice prescribed in paragraphs (i) and/or (ii) of this subclause 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.
- (iv) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- (v) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of

casual employees or employees engaged for a specific period of time or for a specific task or tasks.

- (b) Notice of Termination by Employee - The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold moneys due to the employee, with a maximum amount equal to the ordinary-time rate of pay for the period of notice.
- (c) Time Off During Notice Period - Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be at times that are convenient to the employee after consultation with the employer.
- (d) 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.
- (e) Summary Dismissal - Notwithstanding the provisions of paragraph (i) of subclause (a) of this clause, the employer shall have the right to dismiss any 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.
- (f) Unfair Dismissals - 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.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds 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.

4. Allowances

- (a) Industry Allowance - Employees shall be paid an industry allowance as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. This allowance shall be treated as part of the employee's ordinary wage for all purposes of this award. The allowance is intended to compensate employees for all adverse conditions (excepting those in subclause (b) of this clause) and for working with Tarmix.
- (b) Inclement Weather
 - (i) Employees shall be paid an allowance as set out in Item 2 of the said Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

This allowance shall be treated as part of the employee's ordinary wage for all purposes of this award.
 - (ii) This allowance is intended to compensate employees for the additional disabilities of being required to work when exposed to inclement weather and for working in isolated and under-developed locations. For the purposes of this clause, "inclement weather" means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.
 - (iii) Where employees cannot be gainfully employed on their normal duties or on other productive work because of wet weather, they will carry out alternative work out of the rain, where available.

- (iv) Alternative arrangements may be mutually agreed with the employees concerned.
- (c) In Charge of Plant - An operator in charge of plant will be paid an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and such payment shall be regarded as part of an employee's ordinary wage for all purposes of this award. An employee shall be deemed to be in charge of plant when employed on a unit of plant and is the operator specifically entrusted with responsibility for such unit. This responsibility shall include oiling, greasing, checking water levels, etc, carrying out repairs within his or her level of skill and also assisting fitters when required.
- (d) First-aid Attendant - An additional rate as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall be paid to an employee who is a qualified first-aid person and is employed to carry out the duties of a first-aid person.
- (e) Leading Hand Allowance- A Leading Hand Allowance as set out in Item 9 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, applies to employees under this award.

5. Hours of Work

- (a) Except as provided elsewhere in this award, the ordinary working hours shall be 38 per week and shall be worked in accordance with the following provisions for a four-week cycle:
- (b)
 - (i) The ordinary working hours shall be worked as a 20-day, four-week cycle, Monday to Sunday inclusive, with 19 working days of eight hours each between the hours of 7.00 a.m. and 5.00 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take a rostered day off in each cycle as a day off paid for as though worked.
 - (ii) Provided that where there is a mutual agreement between the employer and a majority of the employees concerned, the span of hours referred to herein may be varied to commence any time between 5.00 a.m. and 7.00 a.m. and finish any time between 5.00 p.m. and 6.00 p.m., subject to the limitation that there be no more than nine hours of ordinary time worked in any one day and 76 ordinary hours each fortnight.
- (c)
 - (i) A schedule of rostered days off shall be determined and agreed between the parties 15 months in advance.
 - (ii) Such scheduled rostered days off may be deferred and accumulated up to a maximum of four rostered days off, by agreement between the employer and any individual employee concerned.
 - (iii) Where the majority of employees in any particular section of work agree, and the employer or employer's representative agrees, an alternative day in the four-week cycle may be substituted for the scheduled rostered day off and, where such agreement is reached, all provisions of this award shall apply as if the substituted day were the scheduled rostered day off.

Provided that a minimum of five days shall elapse before such agreement is implemented, unless the parties agree otherwise.
- (d) Each day of paid leave taken, e.g., annual leave, and any public holidays occurring during any cycle of four weeks, shall be regarded as a day worked for accrual purposes (this does not include periods of long service leave).
- (e) An employee who has not worked, or is not regarded by reason of subclause (d) of this clause as having worked, a complete four-week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

- (f) The accrued rostered day off prescribed in subclauses (b) and (c) of this clause shall be taken as a paid day off, provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case the employee shall take one paid day off before the end of the succeeding work cycle, and the employee shall be paid for the day worked at the rates prescribed for Saturday work in subclause (l) of this clause.
- (g) Subject to subclauses (h), (i) and (j) of this clause, the rosters for ordinary hours will be one of the following:
- (i) Monday to Friday inclusive; or
 - (ii) Tuesday to Saturday inclusive; or
 - (iii) Sunday to Thursday inclusive, and employees will present for work in accordance with the appropriate roster.
- (h) Rosters in accordance with subclause (g) of this clause will be posted at the employee's usual starting place by the close of normal business each Tuesday.
- (i) When an employer wishes to alter a roster set in accordance with subclause (h) of this clause, to another such roster set in accordance with subclause (g) hereof, such alteration can only be by consent of the employees directly affected by such alteration.
- (j) Employees may, by agreement, exchange places on rosters with the employer's consent. Such consent shall not be unreasonably withheld.
- (k) All overtime worked subsequent to ordinary hours on a rostered day on a Saturday or Sunday shall be at double the ordinary-time rate.
- (l) Where a person is rostered pursuant to this clause to work ordinary time on a Saturday, the person shall be paid at the ordinary-time rate for their classification, plus 87.5 per cent. Where a person is rostered pursuant to this clause to work ordinary time on a Sunday, the person shall be paid at the ordinary-time rate for that classification, plus 100 per cent.
- (m) **Afternoon and Night Shifts**
- (i) Afternoon and/or night shifts may be worked at the discretion of the employer to meet the exigencies of the industry.
 - (ii) Employees working on shifts shall be paid at the rate of time and a quarter.
 - (iii) When working shifts exceed four hours, crib time of 30 minutes shall be allowed and shall be paid for on each shift, providing work continues after such crib time.
 - (iv) An employer may require a day worker to change to shift work, provided at least 24 hours' notice is given of the change.
- Overtime rates shall be paid if the shifts do not continue for at least five consecutive afternoons or nights.
- (v) Notwithstanding anything elsewhere contained in this subclause, where employees are required to work on a shift not worked on a two-or three- shift system, which commences at or after 8.00 p.m. and which finishes at or before 6.00 a.m., such shift shall be of no longer duration than eight hours and shall be paid for at the rate of time and a half.

In addition, all time worked in excess of eight hours on such night shift shall be paid for at the rate of double time. The calculation of such overtime shall be on the basis of each completed unbroken period of overtime.

- (vi) Shift work hours shall be worked between Monday to Friday inclusive. Shift time worked on a Saturday, Sunday or public holiday shall be paid for at overtime rates; provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.
- (vii) Rest Period After Overtime - Refer to the provisions of subclause (e) of clause 6, Overtime.
- (viii) Employees engaged for work under the terms of this subclause shall accrue 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every 20-shift cycle.

The 20th shift shall be paid for at the shift rate(s) prescribed in paragraphs (ii), (iv) and (v) of this subclause, provided that no employee shall be disadvantaged in the introduction of this paragraph as to the receipt of appropriate shift rates in a cycle.

- (ix) Each shift of paid leave taken, e.g., annual leave, and any public holidays occurring during any cycle of four weeks, shall be regarded as a shift worked for accrual purposes (this does not include periods of long service leave).
- (x) An employee who has not worked, or is not regarded by reason of paragraph (ix) of this subclause as having worked a complete four-week cycle, shall receive pro rata accrued entitlements for each shift worked (or fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (xi) The employer and employees shall agree on arrangements for rostered paid days off during the 20-shift cycle or for accumulation of accrued days, provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off and, when taken, the days shall be regarded as days worked for accrual purposes in the particular 20-shift cycle.
- (xii) Once such shifts have been rostered they shall be taken as paid shifts off, provided that where an employer, for emergency reasons, requires an employee to work on his/her rostered shift off, the provisions of subclause (f) of this clause shall apply as if relating to shift work.

(n) General Provisions

- (i) Employees shall not be required to work longer than six hours without a break for a meal.
- (ii) Employees shall report and finish at the depot at the usual starting and finishing time.
- (iii) Employees when camping or being otherwise accommodated by the company shall start and finish on the job, provided that in such cases the company will provide the employee with transport between the camp or accommodation and job free of charge and will pay for all time so occupied in excess of 20 minutes each way at ordinary rates.

6. Overtime

- (a) Payment for Working Overtime - All time worked in excess of eight hours per day (or the agreed number as provided in paragraph (ii) of subclause (b) of clause 5, Hours of Work) Monday to Friday inclusive, or outside the spread of hours specified in subclause (b) of the said clause 5, shall be overtime and shall be paid at the rate of time and one-half for the first two hours and double time thereafter. In computing overtime, each day shall stand alone.
- (b) Working During Meal Breaks - Employees called to work during recognised meal hours shall be paid at overtime rates for all time worked until they receive a meal break of the usual period; provided that

where it is necessary to alter the time of the recognised meal hour, employees may be called upon to work for not more than one hour beyond such recognised meal hour without additional rates of pay, provided that they receive the equivalent meal time.

- (c) Saturday Work - All time worked on Saturdays, where there shall be a minimum payment of four hours, shall be paid at the rate of time and a half for the first two hours and double time thereafter; provided that all work performed after 12 noon shall be paid for at double time. A crib time of 30 minutes shall be allowed without deduction of pay between 12 noon and 1.00 p.m. if work is to continue after such crib time.
- (d) Sunday Work - All time worked on Sundays shall be paid at the rate of double time. There shall be a minimum payment of four hours at double time. A crib time of 30 minutes shall be allowed without deduction of pay between 12 noon and 1.00 p.m. if work is to continue after such crib time.
- (e) 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 on successive days.

An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

If, on the instructions of his/her employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours where overtime is worked:

- (i) for the purpose of changing shift rosters;
 - (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.
- (f) Crib Time - An employee shall be entitled to a 30-minute paid crib break after two hours of work past the normal finishing time and after each additional four hours of continuous overtime, provided that such work is to continue after the crib break and further provided that, in respect of this condition, time worked shall mean time worked on the job and excludes time spent travelling from the job back to the depot.
- (g) Meal Allowance and Subsequent Crib
- (i) Any employee required to work over more than one and a half hours after the usual ceasing time, without having been notified the previous day or earlier, shall be provided with a meal or shall be paid as per Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for such meal, and after each four hours on continuous overtime shall be supplied either with a meal or shall be paid as per Item 5 of the said Table 2 in addition to his/her overtime payment.
 - (ii) If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he/she shall be paid as prescribed by paragraph (i) of this clause, for the meals which he/she has provided but which are surplus.

7. Recall to Work

When an employee is recalled to work Monday to Friday after leaving the job, he/she shall be paid for a minimum of three hours at overtime rates, provided that overtime worked as provided herein shall not be regarded as overtime for the purposes of subclause (e) of clause 6, Overtime, where the actual time worked is less than three hours on such recall or on each of such recalls.

8. Public Holidays

- (a) Prescribed Holidays - The following days or the days on which they are observed shall be holidays and payment of the amount which ordinarily would have been paid had the day been a working day shall be made for these days to employees other than casuals:

New Year's Day,
Australia Day,
Good Friday,
Easter Monday,
Anzac Day,
Queen's Birthday,
Labour Day,
Christmas Day,
Boxing Day,

and any other gazetted holidays as may be proclaimed throughout the State of New South Wales.

- (b) Payment for Holidays

- (i) An employee who, without reasonable cause, is absent on the working day before or the working day after such public holiday shall not be entitled to payment for such holiday.
- (ii) Employees required to work on a public holiday shall be paid at the rate of double time and a half, with a minimum payment of four hours at such rate.

- (c) Picnic Day

- (i) Each year there shall be an AWU picnic day holiday for employees in New South Wales on the first Monday in December.
- (ii) Employees (other than casuals) who are not required to work on the said picnic day shall be paid for the holiday at the ordinary rates of pay prescribed in clauses 9, Payment of Wages, and 10, Travelling to Country Work.
- (iii) Employees required to work on the picnic day shall be paid at the rate of double time and a half for a minimum of four hours.
- (iv) Employers may require from their employees the butt of the ticket as evidence of their attendance at the picnic.

9. Payment of Wages

- (a) Wages shall be paid weekly in the employer's time. Any employee required to wait for payment of wages after the usual ceasing time shall be paid at ordinary rates for all time until he/she receives such wages.
- (b) The method of payment of wages to employees working in country depots or jobs outside the County of Cumberland shall be in accordance with the written arrangements with individual employees.

9A. State Wage Case Adjustments

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

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

10. Travelling to Country Work

- (a) Fares - All employees sent by the employer from the city to the country or from one country centre to another country centre or from a country centre to the city shall have their fares provided by the employer and, on remaining until the completion of the job or until the special work on which they were sent to perform is completed and no other work is provided by the employer, they shall be entitled to fares back to the place of employment.
- (b) Travelling Time - Where an employee is sent from one centre to another and is required to remain away from home while necessarily travelling between such centres, the rate of pay for travelling time shall be at ordinary rates. The maximum time to be paid for when travelling shall be eight hours per day in addition to wages otherwise earned for work performed. Provided that this subclause shall not alter any current practice.
- (c) Travelling Expenses - Employees while travelling shall be paid an amount as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, with a maximum of three meals per day and, if required to spend a night en route, shall be paid an amount as set out in Item 6 of the said Table 2, provided that where an employee is provided with meals and accommodation, he/she shall not be entitled to the said allowance.
- (d) Definition - For the purpose of this clause, a day shall mean midnight to midnight.

11. Country Work

- (a) Entitlement - Where an employee is required to work at such a distance from home that it is impossible to return each night, the following shall apply:
 - (i) The employer shall provide reasonable board and lodging or shall pay an allowance per week of seven days, as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, but such allowance shall not be wages.
 - (ii) In the case of broken parts of a week the allowance shall be all living expenses actually and reasonably incurred but not exceeding the amount per week as set out in Item 7 of the said Table 2. Provided that the foregoing allowance shall not be paid by the employer where reasonable board and lodging is provided.
 - (iii) The employer shall pay each employee an incidentals allowance per night as set out in Item 8 of Table 2.
- (b) Weekend Return Home - When a country work job continues for more than two months, an employee on such job shall be entitled to be paid fares reasonably incurred in returning home for a weekend, or shall be provided with normal transport at the employer's cost.

Such entitlement to fares shall accrue for only one weekend every four weeks after the completion of two months' continuous service on such distant job. Provided that the fares shall not be payable by the employer unless the employee works his or her full ordinary hours on the ordinary working day before and the ordinary working day after such weekend. Provided further that such fares shall not be payable unless the distant job continues for at least two weeks after such weekend.

- (c) Accrual of Rostered Days Off - If an employer and employee engaged on country work agree, the paid rostered day off prescribed in paragraph (iii) of subclause (c) of clause 5, Hours of Work, may be taken and paid for at a time mutually agreed. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

12. Tea Break

- (a) A tea break during the morning period of not more than 15 minutes' duration shall be allowed to each individual employee, at a time to be arranged by the employer, without deduction from the employee's wages.
- (b) The taking of the morning tea break shall not involve a complete stoppage of work.
- (c) The employer shall provide the necessary facilities and the labour to brew tea for employees.

13. Protective Clothing

- (a) Employees handling tar, bitumen or bituminous emulsions shall be supplied, on request, with gloves.
- (b) Employees engaged in cleaning out sullage pits shall be supplied with suitable protective boots when required to enter such pits.

14. Occupational Health and Safety

The parties to this award are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. As such, the parties are committed to the relevant occupational health and safety legislation and the relevant codes of practice.

15. Mixed Functions

An employee called upon to perform work for which a higher rate is fixed shall be entitled to receive such higher rate whilst so employed.

16. Annual Leave

- (a) In addition to the public holidays specified in this award, an employee shall be entitled to leave of absence on full pay for a period equal to four working weeks for each continuous 12 months' service (less the period of annual leave) with the employer.

Employees on shift work shall, on completion of each 12 months' continuous service, be entitled to leave of absence on full pay for a period equal to five working weeks, exclusive of public holidays.

Any day worker called upon to work shift work for short periods during the year shall be entitled to annual leave for the total period so worked, on the same basis as a shift worker, and shall be granted additional leave of absence on full pay on a pro rata basis for time worked on shift work.

- (b) An employee before going on leave shall be paid the amount of wages he/she would have received in respect of ordinary time he/she would have worked had he/she not been on leave during the relevant period.

Each employee shall, where applicable, have the amount of wages for annual leave calculated as follows:

- (i) the applicable rate prescribed by clauses 9, Payment of Wages, and 10, Travelling to Country Work; and
- (ii) any additional rate applicable for work in ordinary time, including Saturday and Sunday shifts as prescribed by paragraph (vi) of subclause (m) of clause 5, Hours of Work;

- (iii) any additional rates to which the employee is otherwise entitled in accordance with his/her contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reason as or is paid in lieu of those payments which might have become payable to an employee in reimbursement for expenses incurred;
 - (iv) in the case of an employee engaged on a mixed function, the rate payable pursuant to the said clauses 9, Payment of Wages and 10, Travelling to Country Work calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise;
 - (v) this subclause shall not operate so as to entitle an employee, in respect of a public holiday occurring during his/her period of annual leave, to any additional payment calculated as though the employee had worked on that day.
- (c) Continuous employment, as specified in subclause (a) of this clause, means constant weekly employment until the termination of an engagement. Absence of up to one month owing to illness covered by a medical certificate after two days' absence, or an absence with a medical certificate extending beyond one month in the case of an employee with an accumulation of sick leave to the extent of such accumulation; three months owing to injury received in the course of his/her employment; one month owing to other causes for which sick leave has been granted by the employer concerned, shall not be deemed to break the continuity of employment.
- (d) Pro Rata Leave
- (i) Should an employee not complete 12 months' service he or she shall, on termination of employment (provided that he/she has been employed continuously for one month or more), be entitled to pay on a pro rata basis for each completed month of service at the appropriate rate of wage prescribed by subclause (b) of this clause in respect of leave which has not been granted under this clause.
 - (ii) In the computation of pro rata leave, the period of any previous annual leave which may be involved shall be computed as a period of service.
- (e) Leave to be Taken - Annual leave shall be taken at a time mutually agreed upon by the employer and the employee and, in the absence of agreement, at a time fixed by the employer, within a period not exceeding six months from the date when the right to annual leave accrued due and after not less than six weeks' notice to the employee.
- Leave shall be taken in a continuous period or, in the event of an agreement between an employer and the employee, in two separate periods and not otherwise.
- In cases where an employer and an employee have agreed on two separate periods of leave, one of the periods shall be not less than two consecutive weeks, exclusive of any public holiday or holidays which may occur during such period of leave. Any such two periods of leave shall be granted to an employee within six months from the date when the right to annual leave accrued.
- (f) Close-down - Notwithstanding the provisions of subclause (e) of this clause, an employer may, by one month's notice in writing exhibited on a notice board in the establishment, project or business, declare that the establishment, project or business shall observe a complete Christmas/New Year "close-down" period at the next following Christmas/New Year. In a case where an employee has not completed 12 months' service at the Christmas/New Year close-down such employee shall, provided that he/she has been employed continuously for one month or more, be entitled to leave on a pro rata basis for each month of continuous service and such an employee may be stood off for the duration of the close-down period, provided that any such employee shall be paid for all public holidays occurring during the close-down period.

- (g) An employer may allow annual leave to an employee before the right thereto has accrued due but, where leave is taken in such a case, a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to 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, the employer may, for each one complete month of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the public holidays prescribed by this award.

- (h) For the purposes of subclause (f) of this clause, close-down shall be deemed to mean a period of not less than three consecutive weeks, exclusive of public holidays, commencing two clear working days before Christmas Day. Provided that the close-down period may not extend for longer than two consecutive weeks, exclusive of public holidays, where the employees agree with their employer that annual leave may be taken in two periods.

An employer, in conjunction with an accredited representative of the union, may seek such an agreement with his/her employees on a particular project, establishment or business by means of a secret ballot. In the event of a majority in favour of two periods of leave, that employer may close down that project for a period of two consecutive weeks at Christmas/New Year, exclusive of public holidays, and grant the remaining two weeks' leave at some other time of the year within six months from the date when the right to annual leave first occurred.

- (i) Payment in Lieu - Payment in lieu of annual leave shall not be made by an employer nor accepted by an employee except in accordance with all the requirements of this clause. An employee shall not offer his/her services to any other employer during the period of paid annual leave and an employer shall not engage an employee who is on paid annual leave.
- (j) Leave Record - Every employer shall keep, or cause to be kept, an annual leave record showing the date of commencement of employment, the date on which the last leave became due and the date upon which the last leave was taken.
- (k) Before proceeding on annual leave an employee shall be paid any monies then due in respect of the annual leave being taken, or which may accrue due to the employee during the period of leave.
- (l) Leave Loading - During a period of annual leave an employee shall receive a 17.5 per cent loading calculated on the rate of wage prescribed in subclause (b) of this clause.

The loading shall be as follows:

- (i) Day workers - an employee who would have worked on day work only had he/she not been on leave - a loading of 17.5 per cent.
- (ii) Shift workers - an employee who would have worked on shift work had he/she not been on leave - a loading of 17.5 per cent.

Provided that where the employee would have received shift loadings prescribed by subclause (m) of clause 5, Hours of Work, had he/she not been on leave during the relevant period, and such loadings would have entitled the employee to a greater amount than the loading of 17.5 per cent, the shift loadings shall be added to the rate of wage prescribed by paragraph (i) of subclause (b) of this clause in lieu of the 17.5 per cent loading.

Provided further that if the shift loadings would have entitled him/her to a lesser amount than the loading of 17.5 per cent, such loading of 17.5 per cent shall be added to the rate of wage prescribed by paragraph (ii) of subclause (b) of this clause in lieu of the shift loading.

For the purposes of this subclause, the ordinary time an employee would have worked had he/she not been on leave during the relevant period shall be determined by the roster which covers such period at a time immediately prior to commencement of annual leave or the termination of employment, as the case may be.

The loading prescribed by this subclause shall apply to proportionate leave on termination of employment where the employment is terminated by the employer, but it shall not apply where the reason for termination is misconduct or wilful disobedience.

- (m) The provisions of this clause shall not apply to casual employees.

17. Sick Leave

An employee who, after not less than three months' continuous service in his/her current employment, is unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity (excluding incapacity resulting from injury within the *Workers' Compensation Act 1987* and *Workplace Injury and Workers Compensation Act 1998*) not due to his/her own serious and wilful misconduct, shall be entitled to be paid at the ordinary-time rate of pay for the time of such non-attendance, subject to the following:

- (a) Payment in connection with sick leave is to be made on the next regular pay day after the employee reports sick and such payment shall continue on regular pay days until the employee exhausts his/her sick leave or resumes duty.
- (b) The employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation. Where a claim for workers' compensation is made by an employee, payment of such leave under this clause shall not be payable.
- (c) The employee shall, within two hours of the commencement of such absence, where practical, inform his/her employer or representative thereof of his/her inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of same.
- (d) The employee shall prove to the satisfaction of the employer (or, in the event of a dispute, the Industrial Relations Commission of New South Wales), that he/she is or was unable on account of such illness or incapacity to attend for duty on the day or days for which payment under this clause is claimed.
- (e) Subject to the provisions of subclause (g) of this clause, the employee shall not be entitled in any year of continuous employment to sick pay for more than ten ordinary working days. 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, or in respect of such year.
- (f) Where an employee is ill or incapacitated, within the meaning of this clause, on his/her rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her sick leave entitlement be reduced as a result of such illness or incapacity.
- (g) The right under this clause shall accumulate from year to year to a maximum of 60 days from the next sick leave entitlement date, so long as the employment continues with the employer, whether under this or any other award or agreement, so that any part of ten days which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.
- (h) For the purpose of this clause, "continuous service" shall be deemed not to have been broken by:
 - (i) any absence from work on leave granted by the employer; or
 - (ii) any absence from work by reason of personal illness, injury or other reasonable cause (proof thereof shall, in each case, be upon the employee);

provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

- (i) Service with an employer before the operative date of this award shall be counted as service for the purpose of qualifying thereunder.
- (j) The provisions of this clause shall not apply to casuals.

18. Dispute Resolution Procedure

- (i) Industrial Disputes
 - (a) Any disputes arising out of employment shall be referred to the immediate supervisor by the employee concerned.
 - (b) Failing settlement at this level, the matter shall be referred to the accredited union representative who will take up the matter with the nominated employer representative within 48 hours.
 - (c) If resolution is not achieved, the dispute will be referred to the respective union organisers, who will meet the employer within 48 hours.
 - (d) Failing settlement, the organiser will refer the dispute to the union Secretary and the employer may refer the dispute to its employer association or representative.
 - (e) During discussions, the work shall continue in the usual manner and, if the matter cannot be settled by conference, the circumstances of the dispute shall be notified to the Industrial Registrar with a view to a compulsory conference being convened for the purpose of settling such dispute.
 - (f) Whilst these procedures are continuing, the status quo shall remain and no stoppage of work or any form of limitation of work shall be applied.
- (ii) Safety Disputes
 - (a) It is recognised that problems related to safety and other hazardous situations may arise from time to time, which require immediate attention and decision. An unsafe and hazardous situation is a situation on a work site, which is considered by employees to endanger their safety.
 - (b) Any safety or health issue shall be reported to the employee's immediate supervisor for immediate attention.
 - (c) Should the problem be considered a safety or health issue, the company may refer the dispute to the chairman of the plant's occupational health and safety committee and the appointed company representative.

Work shall cease in the disputed area and the employees are to be relocated to another safe working area while the inspections are carried out and a final determination made.

- (d) The committee, in conjunction with management, shall inspect the area of the alleged unsafe location or practice and shall determine whether the work in question will proceed.
- (e) Should the parties not be able to reach agreement about the alleged unsafe working environment, an inspector from the appropriate department shall be advised to inspect the area as a matter of urgency. The determination of the inspector shall be binding on all parties.
- (f) Should the work in dispute cease, the employer shall have the right to relocate the employees to another workstation or to reallocate duties of the employees to maintain production requirements.

19. Reporting for Duty

Employees who are directed to report for work on a Saturday or a Sunday and are not required shall be paid for three hours at overtime rates.

20. Bereavement Leave

- (i) An employee on weekly hiring shall be entitled to a maximum of two days' leave without deduction of pay on each occasion of the death within Australia of a person prescribed in subclause (iii) of this clause. There shall be an additional entitlement to a maximum of two days' leave without pay on the same basis.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will 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 (ii) of paragraph 28.1.3 of subclause 28.1 of clause 28, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (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 28.2, 28.3, 28.4, 28.5 and 28.6 of the said clause 28. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 20(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 28.1.3(ii) of clause 28, Personal/Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing
- The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
- (d) Request to return to work part-time
- Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

21. Flexible Work Practices

- (a) The parties agree that an improvement in efficiency and productivity will be achieved by improved training, interchange ability, and the flexibility to adapt to the requirements of specific job circumstances.
- (b) There shall be complete interchange ability and flexibility of labour between various classifications and between different unions, provided that the employees possess the necessary certificates and skills to perform the work. There shall also be flexibility in the use of non-award personnel from time to time. Employees will normally be employed to do a particular job within a particular award or agreement; however, the interchange ability and flexibility may be required in the event of machinery breakdown, production problems, and continuity of operations, absences and so forth.
- (c) This clause is dependent upon other unions agreeing to the same interchange- ability/flexibility.

22. Consultation

- (a) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the asphalt and bitumen industry and to enhance the career opportunities and job security of employees in the industry.
- (b) Consultative mechanisms and procedures shall be established at each enterprise or workplace by the employer, employees and the union. Such mechanism and procedures will be dependent upon the size, structure and needs of both the employer and the employees concerned.
- (c) The consultative mechanisms in subclause (b) of this clause shall examine matters affecting the productivity, efficiency and competitiveness of the business, which shall include flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and positive assistance in the re-structuring process.
- (d) In the event of a disagreement that cannot be resolved through the consultative mechanism, the issue shall be resolved through the settlement of disputes procedure contained in clause 18, Settlement of Disputes.

23. Enterprise Flexibility Processes

Without limiting the rights of either employer or the union to arbitration, any other measure designed to increase flexibility on a site or within an enterprise sought by any party shall be implemented, subject to the following requirements:

- (i) the changes sought shall not affect provisions reflecting national standards;
- (ii) the majority of employees affected by the change at the site or enterprise must genuinely agree to the change;
- (iii) no employee shall lose income as a result of the change;
- (iv) the union must be party to the agreement;
- (v) any agreement shall be subject, where appropriate, to approval by the Industrial Relations Commission of New South Wales and, if approved, shall operate as a schedule to this award and take precedence over any provisions of this award to the extent of any inconsistency.

24. Training

- (a) The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of the industry; a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills acquired.
- (b) Following proper consultation in accordance with clause 22, Consultation, an employer shall develop a training program consistent with:
 - (i) the current and future skill needs of the enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;

- (iii) the need to develop vocational skills relevant to the site and the asphalt industry through courses conducted by accredited educational institutions and providers and through on-site courses.

25. Utilisation of Skills

- (a) Employees shall be employed to carry out such duties as may be directed by an employer from time to time, subject to the limits of their skill, competence and training.
- (b) Any employee may, at any time, carry out such duties and use such tools and equipment as may be directed by an employer, provided that the employee has been properly trained in the use of such tools and equipment.
- (c) Any direction given by an employer in accordance with subclauses (a) and (b) of this clause shall be consistent with the employer's obligations under the relevant occupational health and safety regulations.
- (d) Disputes arising in relation to the operation of this clause shall be dealt with in accordance with clause 18, Settlement of Disputes, following prior consideration of the issue in accordance with the consultative mechanism in clause 22, Consultation.

26. Introduction of Change

- (a) Employer's Duty to Notify
 - (i) 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.
 - (ii) "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.
 - (iii) 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.
 - (iv) Employer's Duty to Discuss Change
 - (v) The employer shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (vi) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (a) of this clause.
 - (vii) For the purposes of such discussions, the employer shall provide in writing to the employees concerned and the union 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 an employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

27. Redundancy

(A) Application

- (i) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (ii) In respect to employers who employ more than 15 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 award, 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 employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iv) Notwithstanding anything contained elsewhere in this award, 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 the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (i) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussions 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 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 the employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(C) Redundancy

(i) Discussions Before Terminations

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subclause (B), Introduction of Change, 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 provisions of subparagraph (a) of this paragraph and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussions the employer shall, as soon as is practicable, provide to the employees concerned, and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(D) Termination of Employment

- (i) Notice for Changes in Production, Program, Organisation or Structure - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 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	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 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 provision to be applied to terminations by the employer 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 three months' notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (iii) Time Off During the Notice Period
 - (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day s time off without loss of pay during each week of notice, to a maximum of five weeks, for the 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 employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (v) Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee s employment and the classification of or 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 the Centrelink thereof as soon as possible, giving relevant information, including the number and categories of 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 the 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 the employment of an employee is to be terminated pursuant to subclause (D) of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:
 - (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

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

- (c) "Week s pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances 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 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.

28. Personal/Carer S Leave

28.1 Use of Sick Leave

28.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 28.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 17, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

28.1.2 The employee shall, if required,

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

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

28.1.3 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 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.

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

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

Where the parties are unable to reach agreement the disputes procedure at clause 18, Dispute Resolution Procedure, should be followed.

28.2 Unpaid Leave for Family Purpose

28.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 28.1.3(ii) above who is ill or who requires care due to an unexpected emergency.

28.3 Annual Leave

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

28.3.2 Access to annual leave, as prescribed in paragraph 28.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

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

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

28.4 Time Off in Lieu of Payment for Overtime

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

28.4.2 Overtime taken as time off during ordinary-time hours shall be taken at the overtime rate, that is, an hour for each hour worked.

28.4.3 If, having elected to take time as leave in accordance with paragraph 28.4.1, 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.

28.4.4 Where no election is made in accordance with paragraph 28.4.1, the employee shall be paid overtime rates in accordance with the award.

28.5 Make-up Time

28.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award at the ordinary rate of pay.

28.5.2 An employee on shift work may elect, with the consent of the employer, to work make-up time (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

28.6 Rostered Days Off

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

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

28.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

28.6.4 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.

28.7 Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 28.1.2 and 28.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 28.1.3(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

29. 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* (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.
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* (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.
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* (NSW)
 - (d) A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Note:

1. Employers and Employees may also be subject to commonwealth anti-discrimination legislation.
2. Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act effects ... 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."

30. Long Service Leave

See *Long Service Leave Act 1955*.

30A. Deduction of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;

- (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, 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.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.
- (viii) This clause shall take effect:
- (a) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 12 March 2003;
 - (b) In the case of employers who do not fall within subparagraph (a) above, but who currently make deductions, other than union membership fees deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 12 June 2003;
 - (c) For all other employers, from the beginning of the first pay period to commence on or after 12 September 2003.

31. Area, Incidence and Duration

- (a) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Asphalt and Bitumen Industry (State) Award published 14 December 2001 (330 I.G. 347), as varied.
- (b) The award published on 14 December 2001 took effect from the beginning of the first pay period commencing on or after 20 August 2001.
- (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 New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 22 January 2008.
- (d) This award remains in force until varied or rescinded for the period for which it was made already having expired.

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

Classification	Current Rate \$	SWC 2007 Adjustment \$	SWC 2007 Rate \$
(A) Manufacturing plant employees			
Plant Operator (mixing plant)	617.10	20.00	637.10
Front End Loader operator	609.10	20.00	629.10
General Hand	551.10	20.00	571.10
(B) Laying Crew			
Asphalt paver operator	611.50	20.00	631.50
Paver Screed operator	611.50	20.00	631.50
Roller operator	593.10	20.00	613.10
Tack coat operator	591.30	20.00	611.30
Rotary broom operator	551.10	20.00	571.10
General Hand	551.10	20.00	571.10
(C) Other Classifications			
Senior Allocator (operating or allocating for more two or more weighbridges)	628.30	20.00	648.30
Weighbridge operator and or/allocator	602.90	20.00	622.90
Store person (asphalt specialist)	602.90	20.00	622.90
Laboratory Assistant	566.80	20.00	586.80
Profiler operator (rate to be determined)			
Ganger	645.80	20.00	665.80
Foreperson	634.70	20.00	654.70
Equipment Operator group 1 includes: Sprayer Operator over 7500 litres (including towing) leader operator (spray)	600.60	20.00	620.60
Equipment Operator group 2 includes: Sprayer Operator up to 7500 litres (including towing)	591.70	20.00	611.70

Equipment Operator group 3 includes: Roller Operator (spray) Broom Operator Aggregate Spreader Operator (including towing) Spray Operator (rear) Aggregate Spreader (rear) Kettle Hand	584.30	20.00	604.30
General Hand	551.10	20.00	571.10
Weighbridge Operator and or allocator	602.90	20.00	622.90
Storeperson (spray specialist)	602.90	20.00	622.90
Laboratory assistant	566.80	20.00	586.80

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Current Amount \$	SWC 2007 Amount \$
1	4(a)	Industry Allowance	22.05 per week	22.95
2	4(b)	Inclement weather	22.95 per week	23.85
3	4(c)	In Charge of plant	10.60 per week	11.00
4	4(d)	First Aid Allowance	2.15 per day	2.25
5	6(g)(I)	Meal Allowance	10.25 per meal	10.65
6	10(c)	Travelling Expenses	10.25 per meal	10.65
7	11(a)	Country Work	334.20 per week	342.20
8	11(a)(iii)	Incidentals Allowance	3.60 per night	3.70
9	4(e)	Leading Hand Allowance	18.60 per week	19.35

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

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(022)

SERIAL C6525

BACON FACTORY EMPLOYEES (CUMBERLAND) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1523 of 2007)

Before Commissioner Bishop

4 February 2008

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Hours of Work
3.	Meal Breaks
4.	Wages
5.	Arbitrated Safety Net Adjustment
6.	Undertakings
7.	Working in Cold Temperatures
8.	Overtime
9.	Mixed Functions
10.	Sundays and Holidays
11.	Annual Leave
12.	Annual Holidays Loading
13.	Long Service Leave
14.	Sick Leave
15.	Personal/Carer's Leave
15A.	Parental Leave
16.	Bereavement Leave
17.	Terms of Employment
18.	Payment of Wages
19.	Rest Pauses
20.	Supply of Special Clothing, Knives and Accessories
21.	Redundancy
22.	Anti - Discrimination
23.	Enterprise Arrangements
24.	Grievance Procedure
25.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

PART A

1. Definitions

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

- (i) "Casual" shall mean an employee engaged by the day.
- (ii) "Union" shall mean The Australasian Meat Industry Employees' Union, New South Wales Branch.

2. Hours of Work

- (i) Weekly Full-time Employees -
 - (a) The ordinary hours of work for full-time workers, exclusive of meal breaks, shall not exceed an average of forty per week.
 - (b) Ordinary hours shall be worked between 6.00 a.m. and 6.00 p.m. Monday to Friday, inclusive.
 - (c) The ordinary hours may vary from worker to worker and from section to section within the enterprise, by agreement between the employer and the employee(s).

3. Meal Breaks

- (i) Employees shall be allowed not less than thirty minutes nor more than one hour between the hours of 11.30 a.m. and 2.00 p.m. on each working day for the purpose of taking a meal.
- (ii) Such meals for all employees may be staggered by the employer within each particular work area in order that full production may be maintained wherever possible.
- (iii) Any employee who is called upon to work for more than two hours after the employee's normal ceasing time shall be allowed not less than thirty minutes for a meal break, which shall be taken immediately after the normal ceasing time: Provided however, that the employees may, at their option, agree to work up to two hours after their normal ceasing time without taking such a meal: Provided further than no employee shall be required to work more than four hours' overtime without a break for a meal.
- (iv) If no meal break or less than the prescribed meal break is allowed the employee shall be paid for the time so worked at the rate of double time of the appropriate rate of pay.
- (v) An employee, who has not been notified on the immediately preceding work day that the employee will be required to work overtime on any day for more than one and one-half hours, shall be provided with a meal by the employer or in lieu thereof shall be paid the sum at Item 1 of table 2 - Other Rates and Allowances of Part B - Monetary Rates of this Award for the first meal and each subsequent meal. Any employee who has provided themselves with a meal after being notified and who is not then required to work after the normal ceasing time shall be paid the sum at Item 1 of Table 2 - Other Rates and Allowances of Part B Monetary Rates of this Award.
- (vi) Except as provided in subclause (ii) of this clause, not more than five hours shall be worked without a break for a meal.

4. Wages

- (i) Adult Employees - The minimum rates of pay to be paid to adult weekly full-time employees shall be as set out in Table 1 - Wage Rates, of Part B of this Award.

(ii) Part-time Employees:

A part-time employee shall be paid an hourly rate ascertained by dividing the weekly rate payable under Table 1 by 40.

(iii) Casual Employees:

The hourly rate for a casual employee shall be ascertained by dividing the weekly rate payable under Table 1 plus 15 per cent, by 40.

NOTATION: Casual Employees are entitled to an additional 1/12th of ordinary pay pursuant to the *Annual Holidays Act 1944*.

(iv) Junior Employees -

(a) Junior employees shall be employed in such proportion to adult employees as may be agreed upon between the employer and the union.

(b) The minimum rates of pay to be paid to junior employees shall be the following percentages of the appropriate rate of pay prescribed for the equivalent adult classification:

	Per week Percent (%)
Under 17 years of age	75%
At 17 years of age	85%
At 18 years of age	90%
At 19 years of age	95%
At 20 years of age	100%

(v) Leading Hands - Employees employed as leading hands shall, in addition to the appropriate rate of pay prescribed by this award, be paid the following: allowance at Item 2 of Table 2 Other Rates and Allowances and Part B Monetary Rates of this Award. Provided that this subclause shall not apply to an employee classified and paid as first curer, first employee cutting up and first employee washing, smoking and drying.

5. Arbitrated Safety Net Adjustment

State Wage Case Adjustment

The rates of pay in this award include adjustments payable under the 2005, 2006 and 2007 State Wage Case Decisions. 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.

6. Undertakings

(i) Award Modernisation -

- (a) The parties are committed to examining this award to ensure it reflects the need of modern business and to eliminate or amend provisions which restrict the ability of employers to adapt quickly and efficiently to changes affecting their business and the provision of service to the consumer/customer.
- (b) The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

- (c) The union is prepared to discuss with employers all matters raised by the union and the employers for increased flexibility. As such any discussion with the union must be premised on the understanding that:
 - (1) Changes will not be of a negative cost-cutting nature.
 - (2) The negotiations will include the union and employer associations.
 - (3) The union will not unreasonably oppose agreement.
 - (4) If agreement cannot be reached in the implementation process on a particular issue it shall be referred to the Industrial Commission of New South Wales for resolution.
 - (d) The parties agree that under this heading any award matter can be raised for discussion.
 - (e) Where any agreement is reached pursuant to this clause earlier than 6 months from the date of introduction of this clause the union will not oppose implementation of the agreement in the award prior to the expiry of the 6 months.
- (ii) Flexibility of Work -
- (a) Employees are to perform a wider range of duties including work which is incidental or peripheral to their main task or functions.
 - (b) Employees shall perform such work as is reasonable and lawfully required of them by the employer including accepting instruction from authorised personnel.
 - (c) Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.
 - (d) Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times.

7. Working in Cold Temperatures

- (i) Each employee shall be paid the allowance at Item 3 of Table 2 - Other Rates and Allowances of Part B Monetary Rates of the Award per hour or part thereof, in addition to his ordinary rate of pay, for time worked in a room wherein the temperature had been artificially reduced below 1.667 degrees Celsius: Provided that if, when commencing work in the morning, the temperature is below 1.667 degrees Celsius no such additional sum shall be payable in respect thereof unless the temperature remains at less than 1.667 degrees Celsius for at least one hour after commencing work: Provided further that time worked which, on any day, is less than thirty minutes in the aggregate shall be disregarded.
- (ii) An employee who is over-heated through working outside shall be allowed time to cool off before being required to work in a temperature artificially reduced below 1.667 degrees Celsius.
- (ii) No employee shall be required to work in any room where a leak of ammonia exists.
- (iv) For the purpose of this clause the temperature of a room shall be the temperature of the coldest part of such room.

8. Overtime

- (i) Time worked outside of or in excess of ordinary hours of work, prescribed by this award, shall be paid for at time and one-half for the first two hours and double time thereafter. In the computation of overtime each day shall stand alone.
- (ii) Employees who are required to attend and who do attend for work on Saturday shall be paid for a minimum of two hours at the appropriate overtime rates.

- (ii) It is a condition of employment that employees shall work reasonable overtime to meet the needs of the industry.

9. Mixed Functions

- (i) An employee who is required to perform on any day work for which a higher rate of wage than that of the employee's ordinary classification is prescribed shall be paid as follows:
 - (a) If the employee is required to perform such work for four hours or more the employee shall be paid for the day the higher (or highest, as the case may be) rate of wage prescribed for the work performed.
 - (b) If the employee is required to perform such work for two hours or more, but for less than four hours the employee shall be paid for one-half day the higher (or highest, as the case may be) rate of wage prescribed for the work performed.
 - (c) If the employee is required to perform such work for less than two hours the employee shall be paid the higher (or highest, as the case may be) rate of wage prescribed for the time actually occupied on such work. Provided that no additional payment under this subclause need be made to an employee who is required to perform, on any day, such higher paid work for not more than thirty minutes because of the failure of another employee to present themselves for work at their ordinary starting time.
- (ii) An employee, who is required to perform, on any day, work for which a lower rate of wage than that of the employee's ordinary classification is prescribed, shall suffer no reduction in pay in consequence thereof.

10. Sundays and Holidays

- (i) The following days shall be observed as holidays, namely: New Year's Day, Australia Day Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day Boxing Day, the Annual Picnic Day of The Australasian Meat Industry Employees' Union, New South Wales Branch, or the days observed in lieu thereof and all public holidays proclaimed for the whole of the State. Provided that by agreement between the employer and employee(s) the above holidays may be substituted for another day off.
- (ii) No deduction shall be made from the wage of a weekly employee who has not worked on any such holiday. This subclause shall not apply to any employee who, without leave or reasonable excuse, has not worked as required on the working day immediately preceding and the working day immediately following the holiday. Where public holidays fall on consecutive days an employee who works on either the working day preceding or the working day succeeding such holiday, but not on both, shall be entitled to payment for the public holidays closest to the said day on which the employee worked.
- (iii) Employees who are required to attend and do attend for work on any of the public holidays named in subclause (i) of this clause, shall be paid at the rate of double time and one-half with a minimum payment of four hours' work.
- (iv) Employees who are required to attend and do attend for work on Sundays shall be paid at the rate of double time with a minimum payment of four hours' work.

11. Annual Leave

See *Annual Holidays Act 1944*.

12. Annual Holidays Loading

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".

- (ii) Before an employee is given and takes their 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 (vii) of this clause.)

- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which an employee becomes or has become entitled since 31 December 1973, and which commences on or after 1 January 1974, or where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- (v) The loading is an 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 their annual holiday.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance, provided that, if the employment of such employee continues until the day when he would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates of wages payable on that day.
- (vii) Where in accordance with the Act an employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
- (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (v) of this clause;
- (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to the employee under the Act such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to an annual holiday prior to the closedown as the employee's qualifying period of employment in a completed week bears to 52.
- (viii)
- (a) When the employment of an employee is terminated by the employee's employer after 31 December 1973 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 to 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 by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.

13. Long Service Leave

See *Long Service Leave Act 1955*.

14. Sick Leave

An employee who, after not less than three months' continuous service in their current employment with the employer, is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity received in the said employment not due to their own serious and wilful misconduct, shall

be entitled to be paid for such non attendance the amount of the employee's ordinary time rate of pay, subject to the following:

- (i) The employee shall, within twenty four hours of the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the same.
- (ii) For the purpose of ascertaining whether or not an employee is or has been ill and the particulars thereof, including, where applicable, the estimated duration of the absence, the employer, through any person appointed by the employer to interview employees for the purpose stated, shall have the right to interview an employee who is or has been absent from duty. Where a person so appointed is a legally qualified medical practitioner the right to interview an employee shall include the right to examine the employee.
- (iii) The employee shall prove to the satisfaction of the employer (or in the event of a dispute the Industrial Relations Commission of New South Wales) that the employee is or was unable on account of such illness or incapacity to attend for duty on the day or days for which payment under this clause is claimed.
- (iv) In any period of employment, the employee's entitlement to sick pay shall be in accordance with the following schedule:

1st year of service - 5 days.

2nd year of service and thereafter - 10 days' duration.
- (v) Sick leave shall accumulate from year to year for 3 years, that is, sick leave not taken in each year of service shall be available to the employee for a period of 3 years from the end of each such year.
- (vi) For the purpose of this clause continuous service shall be deemed not to have been broken by:
 - (a) Any absence from work on leave granted by the employer.
 - (c) Any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee) provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (viii) Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying thereunder.
- (ix) Service before the date of this award shall be counted for the purpose of assessing the annual sick leave entitlement. Accumulation at the credit of the employees at the commencement of this award will not be increased or reduced by this clause.

15. 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 15(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee. In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (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.

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

Where the parties are unable to reach agreement the disputes procedure at clause 24, Grievance Procedure, should be followed.

(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 class of person set out in 15(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

- (3) Annual Leave
- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (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.
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 15(1)(b) and 15(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 15(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
 - (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

16. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to 16 working hours bereavement leave, without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person 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 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 (ii) of paragraph (c) of subclause (1) of clause 15, State Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (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) and (5) of the said clause 15. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 16(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 15(1)(c)(ii) of clause 15, Personal/Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

17. Terms of Employment

- (i) Types of engagement: An employee may be engaged -
 - (a) as a weekly employee; or
 - (b) as a part-time worker; or
 - (c) as a casual employee.
- (ii)
 - (a) "Part-time employee" means an employee who is a weekly employee engaged for a minimum of 18 hours per week on not less than 3 days per week. The hourly rate shall be the weekly rate divided by 40.

- (b) The rostered times of work cannot be altered by the employer unless 48 hours notice is given, or unless there is mutual consent by the employer and the employee(s) to such lesser period applying.
- (c) Notwithstanding anything else contained in this award, the provisions of this award with respect to annual leave, sick leave, jury service, bereavement leave, and holidays shall apply to part-time employees on a proportionate basis.
- (iii) The employment of weekly employees and part-time employees may be terminated by either the employer or the employee by a week's notice on either side or upon payment or forfeiture, as the case may be, of a week's wages.
- (iv) This clause shall not affect the right of an employer to -
 - (a) deduct payment for any day or portion thereof during which an employee is stood down by the employer as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee;
 - (b) dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty, or misconduct and in such case wages shall be payable up to the time of dismissal only.
- (v) Secure Employment.
 - (a) Objective of this Clause

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

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

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

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

18. Payment of Wages

- (i) By agreement between the employer and the existing employees, wages shall be paid by either cash, cheque or Electronic Funds Transfer (EFT). Wages shall be paid on a fixed day each week and shall include all monies up to the finishing time two week-days earlier.
- (ii) The employer may vary the pay day around public holidays.
- (iii) Provided that as from the effective date of this variation all new employees shall, at the discretion of the employer, be paid by EFT, cheque or cash.

19. Rest Pauses

- (i) Employees shall be allowed ten minutes in the forenoon and ten minutes in the afternoon as a rest pause which shall be paid for as time worked.
- (ii) Rest pauses shall be taken at such times as may be mutually arranged between the employer and the union.
- (iii) Subject to subclause (iii) of clause 3, Meal Breaks, of this award, an employee working overtime who has worked continuously on overtime for two hours shall be allowed a paid rest break of ten minutes if the employee will be required to work overtime for an additional hour.

20. Supply of Special Clothing, Knives and Accessories

- (i) Every employer shall each year supply free of cost two sets of overalls or wrap overs and two head caps to each employee. Provided that if an employee can show to the employer's satisfaction that the clothing is subject to excessive wear and tear because of the duties entailed in the employee's position the employer shall supply to the employee such additional clothing as is reasonably necessary: Provided that substitute clothing not less favourable may, by agreement between the employer and the union, be provided in lieu of the overalls.

- (ii) An employer shall provide, free of cost, for the use of every employee, whose work so requires, gloves, waterproof aprons, gum boots and any necessary special clothing.
- (iii) Any employer required to supply gum boots and who is prepared to supply, free of cost to the employee, leather boots, because of wetness associated with the employee's work, shall not be required to supply gum boots.
- (iv)
 - (a) Subject to paragraph (b) of this subclause, an employer shall provide, free of cost, knives, steels, pouches and all accessories for the use of employees.
 - (b) Where an employer does not provide tools of trade to employees whose work necessarily requires the use of knives, oil-stones, steels and pouches, boners shall be paid an allowance at Item 4 (i) per week or (ii) per day, any other employees (iii) per week or (iv) per day of Table 2 Other Rates and Allowances of Part B Monetary Rates of this Award.
- (v) Each employee required to work in a room wherein the temperature has been artificially reduced below 1.667 degrees Celsius shall be supplied, free of cost, with suitable warm clothing for use in such work. "Suitable warm clothing" means clothing suitable for the purpose of keeping an employee's whole person warm.
- (vi) Any employee applying for new gloves, aprons, boots or outer garments or knives, steels, pouches or accessories, and who fails to return the corresponding articles last issued to the employee, shall not be entitled to same without payment therefore at a reasonable price.
- (vii) Upon the termination of employment any employee who fails to return the articles issued to the employee shall have deducted from any moneys due to the employee the value of the articles with which the employee was issued and which he failed to return.

21. Redundancy

- (i) Application -
 - (a) This clause shall apply to all employees covered by this award (excepting those set out below).
 - (b) It shall apply to employers (where there are more than 15 employees) immediately prior to the termination of the employment of employees.
 - (c) It 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) It 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.
- (ii) Introduction of Change -
 - (a) Employer's duty to notify -
 - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

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

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

(b) Employer's duty to discuss change -

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussions shall commence as early as possible after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
- (3) 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.

(iii) Redundancy -

(a) Discussions before terminations -

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of the said subparagraph (1) and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, 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.

(iv) Termination of Employment -

- (a) Notice for changes in production, program, organisation or structure - 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 subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause:

- (1) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice for technological change - This paragraph sets out the notice provisions to be applied to termination by the employer for reasons arising from technology in accordance with subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause:
- (1) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment shall be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this paragraph 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.
- (c) Time off during the notice period -
- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) 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 subclause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) 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.
- (f) 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.

- (g) Centrelink 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.
- (h) Transfer to lower-paid duties - Where an employee is transferred to lower-paid duties for reasons set out in subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

(v) Severance Pay -

- (a) Where an employee is to be terminated pursuant to subclause (iv) Termination of Employment, of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

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

- (2) Where an employee is 45 years 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 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with the Table 1 - Wage Rates, in Part B and Clause 4, Wages.
- (b) Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of this subclause.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph (a) of this subclause, will have on the employer.

- (c) 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 paragraph (a) of this subclause, if the employer obtains acceptable alternative employment for an employee.

22. Anti-Discrimination

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

23. Enterprise Arrangements

- (a) The Commission may approve of enterprise arrangements reached in accordance with the clause and the provisions of the *Industrial Relations Act 1996*.
- (b) Industrial Unions of employees and industrial unions of employers, or industrial unions of employees and employers, or employees and employers may negotiate enterprise arrangements which, subject to the following provisions, shall prevail over the provision of any award or order of the Commission that deals with the same matters in so far as they purport to apply to parties bound by the arrangements, provided that where the arrangement is between employees and an employer a majority of employees affected by the arrangement genuinely agree.
- (c) An enterprise arrangement shall be an agreed arrangement for an enterprise, or discrete section of an enterprise, being a business, undertaking or project, involving parties set out in sub-clause (b).

- (d) Enterprise arrangements shall be for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than where contained in the arrangement itself. Subject to the terms of the arrangement, however, such arrangement shall continue in force until varied or rescinded in accordance with the *Industrial Relations Act 1996*.
- (e) For the purposes of seeking the approval of the Commission, and in accordance with the provisions of the *Industrial Relations Act 1996*, a party shall file with the Industrial Registrar an application to the Commission to either:
- (i) vary an award in accordance with the Act; or
 - (ii) make a new award in accordance with the Act.
- (f) On hearing for the approval of an enterprise arrangement, the Commission will consider in addition to the industrial merits of the case under the State Wage Case principles:
- (i) ensuring the arrangement does not involve a reduction in ordinary time earnings and does not depart from the Commission standards of hours of work, annual leave with pay or long service leave with pay; and
 - (ii) whether the proposed award or variation is consistent with the continuing implementation at enterprise level of structural efficiency considerations.
- (g) The Industrial Relations Commission of New South Wales is available to assist the parties to negotiations for an enterprise arrangement by means of conciliation and, in accordance with these principles and the Act, by means of arbitration. If any party to such negotiations seeks arbitration of a matter relating to an enterprise arrangement such arbitration shall be as a last resort.
- (h) Enterprise arrangements entered into directly between employees and employers shall be processed as follows, subject to the Commission being satisfied in a particular case that departure from these requirements is justified:
- (i) All employee will be provided with the current prescriptions (eg award, industrial agreement or enterprise agreement) that apply at the place of work.
 - (ii) The arrangement shall be committed to writing and signed by the employer, or the employer's duly authorised representative, with whom agreement was reached.
 - (iii) Before any arrangement is signed and processed in accordance with this principle, details of such arrangement shall be forwarded in writing to the union with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member.
 - (iv) A Union or employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection and in such circumstances the parties are to confer in an effort to resolve the issue.
 - (v) Where an arrangement is objected to by a union or employer association and the objection is not resolved, an employer may make application to the Commission to vary an award or create a new award to give effect to the arrangement.
 - (vi) A union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
 - (vii) If no party objects to the arrangement, then a consent application shall be made to the Commission to have the matter approved in accordance with paragraph (e) of this principle.
 - (viii) Such arrangement once approved shall be displayed on a notice board at each enterprise affected.

24. Grievance Procedure

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 question, dispute or difficulty, 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 those levels, it will be further discussed between the affected employee(s) and the employer. Both the employer's industrial representative and the employee's Union representative may be notified.
- (iii) If no agreement is reached within a reasonable time period and the Union is involved in the dispute, the Union Secretary or the employee's representative will discuss the matter with the employer and/or the employer's nominated industrial relations representative.
- (iv) 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 the proposed remedy.
- (v) Reasonable time limits must be allowed for discussion at each level of authority.
- (vi) Whilst the foregoing procedure is being followed normal work must continue.
- (vii) Should the matter still not be resolved within a reasonable time period it may be referred by either party to the Industrial Relations Commission of New South Wales for settlement.

25. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Bacon Factory Employees (Cumberland) Consolidated Award published 25 March 2005 (349 IG 669), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 February 2008.

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

It shall apply to all employees in bacon factories within the jurisdiction of the Bacon Factory Employees (Cumberland) Industrial Committee.

Bacon Factory Employees (Cumberland) Industrial Committee

Industries and Callings

Persons engaged in bacon factories, including persons engaged therein canning ham and bacon, and including also slaughtermen and their assistants in or for bacon factories, in the County of Cumberland;

Excepting -

Carters, grooms, stablemen, yardmen, drivers of motor or other power-propelled vehicles and labourers employed in connection therewith;

Engine-drivers, firemen, greasers, trimmers, cleaners, and pumpers engaged in or about the driving of engines, and electrical crane, winch and motor drivers;

PART B**MONETARY RATES****Table 1 - Wage Rates**

		Column A SWC 2005 Effective From 1 Dec 2007	Column A SWC 2006 Effective From 1 Dec 2007	Column A SWC 2007 Effective From 1 Dec 2007
1	First curer	510.10	530.10	550.10
2	Second curer	501.10	521.10	541.10
3	Backer down or chopper down	501.10	521.10	541.10
4	Boner and trimmer(including tunnel boning)	501.10	521.10	541.10
5	Pickle pumper (arterial or stab)	495.10	515.10	535.10
6	First man - cutting up	495.10	515.10	535.10
7	Packer - ham canning	484.40	504.40	524.40
8	First man - washing, smoking and drying	499.00	519.00	539.00
9	Bacon boner	496.90	516.90	536.90
10	Cutter up	492.40	512.40	532.40
11	Tally and despatch hand	489.60	509.60	529.60
12	Cooker and lardman	489.40	509.60	529.60
13	Closing machine operator	486.50	506.50	526.50
14	Solderer	486.50	506.50	526.50
15	Bacon curer's labourer - doing salting	484.40	504.40	524.40
16	Smokehouse labourer	484.40	504.40	524.40
17	Labourer	484.40	504.40	524.40

Table 2 - Other Rates and Allowances

Item	Clause	Explanation	Column A SWC 2005 Effective From 1 Dec 2007	Column B SWC 2006 Effective From 1 Dec 2007	Column C SWC 2007 Effective From 1 Dec 2007
1	3 (v)	Meal Allowance	\$9.41	\$9.74	\$10.09
2	4 (v)	Leading Hand allowance in charge of more than two but not more than ten employees in charge of more than ten employees	\$10.01 \$17.35	\$10.41 \$18.04	\$10.83 \$18.76
3	7 (i)	Working in cold temperatures per hour or part thereof	0.36	0.37	0.37
4	20 (iv)(b)	Supply of special clothing, knives and accessories			
		(i) per week	\$5.15	\$5.36	\$5.57
		(ii) per day	\$1.03	\$1.07	\$1.11
		(iii) per week	\$3.09	\$3.21	\$3.34
		(iv) per day	0.62	0.64	0.67

E. A. R. BISHOP, Commissioner

BISCUIT AND CAKE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1524 of 2007)

Before Commissioner Bishop

5 February 2008

REVIEWED AWARD**ARRANGEMENT**

Clause No.	Subject Matter
1.	Title
2.	Contract of Employment
3.	Definitions
3A.	Secure Employment
4.	Occupational Superannuation
5.	Hours of Work
6.	Payment of Wages
6A.	Deduction and Remittance of Union Membership Fees
7.	Leave
7A.	Personal/Carer's Leave
8.	Public Holidays
9.	Jury Service
10.	Meal Breaks and Refreshments
11.	Relieving in a Higher Classification
12.	Limitation of Weights
13.	Enterprise Agreements
14.	Redundancy
15.	Disputes Procedure
15A.	Anti-Discrimination
16.	Right of Entry and Inspection
17.	Wages
18.	Transfers
19.	Shift Work
20.	Overtime
21.	Employees on Probation
22.	Covering for Workers in Certain Departments
23.	Laundry Allowance
24.	Rest and/or Casualty Room
25.	Accommodation, Locker, Washing Facilities, Etc.
26.	Area, Incidence and Duration

Appendix A - Wage Rates and Allowances

Table 1 - Minimum Award Wage Rates

Table 2 - Other Rates and Allowances

Schedule A - Awards and Variations Incorporated

Schedule B - Changes made on Review

1. Title

This award shall be known as the Biscuit and Cake Makers (State) Award.

2. Contract of Employment

- (i) Employees shall be engaged on a full-time, part-time or casual basis.
- (ii) Subject to subclause (iv) and (vi) of this clause, the employment of full-time and part-time engaged employees may be terminated during the first month of employment by one day's notice on either side and after one month's completed employment by one week's notice given on either side at any time during the week, or by the payment of forfeiture, as the case may be, of wages for the required period of notice. Casual employees shall be employed on an hourly basis.
- (iii) 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 employment and classification of, or the type of work performed, by the employee.
- (iv) Nothing in this award shall affect the right of the employer to dismiss any employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid within 30 minutes after dismissal. Where this is impracticable due to weekend work, shift work or overtime work situation, then payment is to be made available to the employee on the next working day.
- (v) An employee not attending for duty shall lose pay for the actual time of such non-attendance, except where such non-attendance is subject to clause 7, Leave; clause 8, Public Holidays; and clause 9, Jury Service.
- (vi) Subject to clause 7, Leave; clause 8, Public Holidays and clause 9, Jury Service, an employee who is absent without permission from work for a continuous period of 3 days shall be deemed to have abandoned employment.

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

- (vii) Employees are responsible for the care and safekeeping of all issues to them and shall return each article to the employer on request or on termination of employment.
- (viii) Employees shall perform such work as the employer shall reasonably require. The employees shall work reasonable overtime, day work and shiftwork as provided by the terms of this award.
- (ix) This clause shall not effect the right of an employer to stand down any employee without pay for any day or part of a day during which an employee cannot be usefully employed because of any industrial action or any cause for which the employer cannot be held responsible.

3. Definitions

Full-time Employee - means an employee employed by the week to work an average of 40 hours per week.

Part-time Employee - means an employee employed to work by the week on a standard roster of less than 40 hours per week.

Casual Employee - means an employee employed by the hour and engaged and paid as such.

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

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

Assistant Brakesperson - means an employee assisting the brakesperson at a braking machine.

Assistant Mixer - means an employee assisting the person at a mixing machine and who relieves a mixer from time to time.

Automatic Packaging Machinist - means an employee who sets up, controls, operates and attends to an automatic packaging machine and may be required to attend more than one machine.

Automatic Packaging Machine Operator - means an employee who operates, controls and feeds an automatic packaging machine or machines.

Baker - means an employee who, subject to the supervision of a leading hand, foreman or supervisor, is in charge of and empties an oven and controls the baking by regulating the heat and speed of the oven and shall include a person when he/she assists in filling an oven with a peel.

Biscuit Forming Machine Operator - means an employee who is responsible for the setting up, control, efficient operation and web maintenance of all biscuit forming equipment, as defined in the following grades:

Grade I - An employee who is able to set up in the specified time, control and efficiently operate the full range of biscuit forming and ancillary equipment and fit and maintain all webs.

Grade II - An employee who is able to set up in the specified time, control and efficiently operate all biscuit forming and ancillary equipment and fit and maintain all webs on at least one production plant.

Grade III - An employee who is being trained to the level of Grade II, having demonstrated the ability to maintain operation of biscuit forming equipment on at least one production plant.

Biscuit Topper - means an employee engaged in topping sandwich biscuits.

Brakesperson - means an employee who is employed at a braking machine whether finishing or rough preparing the dough for a cutting machine.

Employment on Probation - means employment of new employees, other than casual employees, on daily hire for the first two weeks of employment.

Checker - means an employee primarily engaged in weighing, checking, gauging of biscuits, packed biscuits or packaging materials, but does not include a person who removes scrap, reject or damaged biscuits, packed biscuits or packaging materials.

Depot Hand - means an employee who, subject to the supervision of a leading hand, foreman or supervisor, is engaged in the preparation of orders and assists in the loading and stacking of orders into a rail truck or road vehicle.

Fixer - means an employee who fixes the tops of packed tins with biscuits or paper shavings.

General Hand - means an employee engaged in the handling and movement of ingredients or semi-processed ingredients within the manufacturing area, the cleaning or washing of utensils and equipment, and a person not limited by the provisions of clause 12, Limitation of Weights.

Line Hand - means an employee unloading material from trucks or other vehicles and who may be required to perform other duties.

Mixer - means an employee who mixes ingredients for dough, batters, icings, chocolate icings, melting chocolate from block form, cream or shortening and includes any person employed at syrup or jelly making.

Night Work - means work performed by employees between the hours of 8.00 p.m. and 6.00 a.m.

Oven Serviceperson - means an employee who lights ovens and cleans burners and air filters.

Packer - means an employee, other than a trainee, engaged on packing biscuits into tins or packets or leading biscuits into an automatic packaging machine. For the purpose of this definition a continuous training period shall not exceed two months.

Packer (delivery) - means an employee engaged packing articles for delivery outside the factory.

Paster of Packed Tins - means an employee who pastes and labels tins which have been packed and fixed but not wrapped.

Picker-up - means an employee who picks up packed tins of biscuits to be pasted.

Platform Hand - means an employee engaged in removing platforms loaded with biscuits, cakes or empty tins from place to place as required.

Platform Hand 1st Class - means an employee engaged in removing platforms loaded with biscuits, cakes or empty tins from place to place by power machine as required.

Secondary Processing Operator - Grade 1 - means an employee who is able to set up and operate a full range of enrobing and depositing equipment including

- (a) enrober for full or half coated biscuits with pure or compound chocolate or other fat based coveratures or icings; and
- (b) marshmallow mixers and depositors; and
- (c) high or low speed creaming machines; and
- (d) jam and fondant depositors.

Secondary Processing Operator - Grade 2 - means an employee who is able to operate at least one of the machines included in the definition of Secondary Processing Operator - Grade 1.

Secondary Processing Operator - Grade 3 - means an employee who is being trained to operate any of the machines included in the definition of Secondary Processing Operator - Grade 1.

Stacker - means an employee who stacks tins of biscuits on a platform after being pasted and/or wrapped.

Stackerperson - means an employee who is mainly engaged in the transportation, lifting and stacking of biscuits and other goods by fixed or mobile mechanical or electrical appliances.

Storeperson - means an employee who receives and is in charge of goods, whether raw or manufactured, whilst stored.

Tea Attendant - means an employee engaged in the making and distribution of tea, refreshments, etc., and general duties in the tea room.

Tin Washer - means an employee engaged in washing tins.

Truck Stacker - means an employee who, subject to the supervision of a leading hand, foreman or supervisor, is engaged in the preparation of orders and is in charge of leading and stacking orders into rail trucks or road vehicles.

Wafer-Maker or Cone Maker or Waffle-Maker - means an employee who, subject to the supervision of a leading hand or foreman or supervisor, is in charge of and controls and regulates a wafer or cone-wafer oven or ovens, or waffle ovens or waffle-irons.

Wafer-Oven Attendant - means an employee who is employed at a wafer-oven and who trims the waste around the edges and removes the wafer from the oven plates.

Weighperson - means an employee whose duty it is to weigh out ingredients used in the manufacture of biscuits and/or cakes.

Weigher - means an employee who weighs packed tins of biscuits.

3A. Secure Employment

(a) Objective of this Clause

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

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph(b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment

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

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

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

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

- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate

legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

4. Occupational Superannuation

- (i) The employer shall pay on behalf of each full-time adult employee with 6 months continuous service 3 per cent of the employee's ordinary rate of pay per week into a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation.
- (ii) The employer shall pay on behalf of each part-time adult employee with 6 months continuous service working more than 20 hours per week 3 per cent of the employee's ordinary rate of pay into a fund meeting the requirements set down by the Commissioner for Occupational Superannuation.
- (iii) Where an employee is absent, on leave without pay, whether or not such leave is approved, no contribution from the employer shall be due in respect of that employee, in respect of the period of unpaid absence.
- (iv) The obligation of the employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employer.
- (v) From August 1990 where an employer has failed to make application to participate in an approved fund, the employer shall make application to participate in such fund and upon acceptance by the Trustee shall make an initial contribution which would have been payable under this award, had the employer made application to participate in such fund and been accepted by the Trustee prior to the operation of this award after which the employer shall then continue to make payments as prescribed by this award. Other than for back payment of contributions, the employee shall not be entitled to:
 - (a) interest on contribution; and/or
 - (b) death and disability cover.
- (vi) An employer shall not be liable to contribute on behalf of any employee who refuses to sign an application form as required by the Trust Deed of an approved fund. Such refusal shall be in writing, notwithstanding that the employee can at any time apply to have contributions commencing upon becoming a member of the fund. Provided further that where an employee is a member of the Union, such Union shall be notified of the employee's refusal.
- (vii) Any employer who at the date of variation of this award is already contributing to a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation in accordance with the Principle established in the State Wage Case of December 1987, shall be exempt from this clause.

NOTATION: Employees covered by this award are also covered by the provisions of the *Superannuation Guarantee Charge Act, 1992* (Cth.) and the *Superannuation Guarantee (Administration) Act, 1992* (Cth.) and complimentary legislation. Nothing in this notation, however, shall be used to reduce any benefits enjoyed by employees as at the date of making this award.)

5. Hours of Work

- (i) Weekly Full-Time Employees (Including Apprentices)
 - (a) The ordinary hours of work shall be an average of 40 per week, worked on the following basis:
 - (i) 40 hours within a work cycle not exceeding seven days; or
 - (ii) 80 hours within a work cycle not exceeding fourteen days; or
 - (iii) 120 hours within a work cycle not exceeding twenty-one days; or

- (iv) 160 hours within a work cycle not exceeding twenty-eight days; or
 - (v) such other methods as may be agreed from time to time between the employer and the employees affected.
 - (b) The ordinary hours of work prescribed herein may be worked between 5.00 a.m. and 6.30 p.m. on any day Sunday to Saturday.
 - (c) The ordinary hours of work prescribed herein may not be less than four hours on any day nor more than twelve hours on any day.
- (ii) Part-Time Employees
- (a) The hours of work shall not exceed an average of 40 hours per week, worked on the following basis:
 - (i) within a work cycle not exceeding seven days; or
 - (ii) over a work cycle not exceeding 28 days; or
 - (iii) such other methods as may be agreed from time to time between the employer and the part-time employees affected.
 - (b) The ordinary hours of work shall be the same as for full-time employees (see subclause (i)(b) of this clause).
 - (c) Part-time employees shall be advised of the starting and finishing times of their shifts.
 - (d) All entitlements of this Award shall apply to a part-time employee on a pro-rata basis.
- (iii) Casual Employees
- (a) The average ordinary hours of work shall not exceed 40 hours in any week.
 - (b) The ordinary hours of work shall not be more than twelve hours on any one day and not more than an average of five ordinary shifts shall be worked in any one week. A minimum payment of four hours per engagement shall apply.
- (iv) Each employee shall have a fixed starting and ceasing time and the employer shall, by legible notice displayed in some place accessible to the employees, notify the hours of starting and ceasing work. The starting and ceasing times once notified shall not be changed unless seven days' notice thereof has been given to the employees concerned.

Provided further that work done prior to the spread of hours fixed in accordance with this clause for which overtime rates are payable shall be deemed for the purpose of this clause to be part of the ordinary hours of work where the ordinary hours worked within the prescribed spread of hours in any week are less than forty.

6. Payment of Wages

- (i) Each employer shall fix a pay period of no more than seven days, which shall be common to all the employer's employees covered by this award and this period shall not be altered without 7 days' notice; provided that where genuine agreement is reached with a majority of employees the pay period may be extended. Such a variation shall be subject to the consent of the Union, which shall not be unreasonably withheld.
- (ii) All wages and overtime shall be paid not later than three working days after the end of the pay period which shall be nominated by the employer and not changed without 7 days' notice.

- (iii) Any time exceeding 15 minutes during which an employee is kept waiting for payment shall be paid for at the rate of time and one half.
- (iv) Pay Slips: Refer to Section 123 of the *Industrial Relations Act 1996* and Clause 7 of the *Industrial Relations (General) Regulation 2001*.

6A. Deduction and Remittance of Union Membership Fees

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

7. Leave

- (i) Annual Leave
- (a) See *Annual Holidays Act 1944*.
- (b) Payment during Annual Leave: All employees shall receive payment for annual leave periods calculated at their ordinary rate of pay in accordance with the provisions of the *Annual Holidays Act 1944*, and shall, in addition, be paid all shift or early start allowances, relating to ordinary time which the employee would have worked if the employee had not been on annual holidays. Such payment shall not include any penalty payment in respect of a public holiday occurring during the annual holiday, on which the employee would have worked an ordinary shift.
- (c) During a period of annual leave an employee shall receive a loading calculated on the appropriate rate of pay as prescribed. The loading shall be as follows:
- (1) 17 and a half per cent; or
- (2) the shift or early start allowance an employee would have been entitled in accordance with paragraph (b) of this sub-clause provided that entitlement exceeds 17 and a half per cent.
- (d) The entitlements prescribed in paragraph (c) of this subclause shall not apply to:
- (1) pro rata leave on termination;
- (2) accrued leave on termination except when the employment of an employee is terminated by the employer for reasons other than those prescribed in subclauses (iv) and (vi) of clause 2, Contract of Employment;
- (3) annual leave taken wholly or partly in advance, provided that the loading shall be paid if and when an employee's leave entitlement falls due.
- (e) In the event of annual leave close-down an employee shall receive the entitlements prescribed in paragraphs (b) and (c) of this sub-clause on a pro rata basis.
- (ii) Sick Leave
- (a) An employee on weekly hiring who, after not less than 3 months' continuous service with the employer, is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or personal incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to be paid at ordinary time rate of pay for the time of such non-attendance subject to the following conditions and limitations.
- (1) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
- (2) The employee shall as soon as reasonably practicable immediately notify the employer of an inability to attend for duty, and as far as practicable, state the nature of the illness and the estimated duration of the absence.
- (3) The employee shall furnish a doctor's certificate or proof as required by the employer of an inability on account of such illness or injury, to attend for duty on the day or days for which sick leave payment is claimed.
- (b) For the purpose of this clause continuous service shall be deemed not to have been broken by:
- (1) any absence from work on leave granted by the employer;

- (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall fall upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
 - (c) An employee shall be entitled to paid sick leave not in excess of:-
 - (1) 40 hours during the first year of employment;
 - (2) 48 hours during the second year of employment;
 - (3) 64 hours during the third year of employment;
 - (4) 80 hours during the fourth and subsequent years of employment.
 - (d) Sick leave shall accumulate from year to year, subject to continuous employment, provided further than an employee shall not be entitled to accumulate sick leave for more than 880 hours from the end of the year in which it accrues.
- (iii) Bereavement Leave
- (a) An employee, other than a casual employee, shall be entitled to up to three days' bereavement leave, without deduction of pay on each occasion of the death in Australia of a person as prescribed in paragraph (c) of this subclause.

Provided further, an employee, other than a casual employee, shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee as prescribed in the said paragraph (c) where such employee travels outside Australia to attend the funeral.
 - (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
 - (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 7A, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
 - (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4) and (5) of the said clause 7A. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
 - (f) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 7(iii)(b) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 7A(c)(ii) of clause 7A, Personal/Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (iv) *Long Service Leave - See Long Service Leave Act 1955.*
- (v) Parental Leave
 - (1) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.
 - (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

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

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
- (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).
- (vi) Workers' Compensation And Rehabilitation - See *Workers' Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act, 1998*.

7A. 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 7A(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at subclause (ii) of clause 7, Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (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.

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

Where the parties are unable to reach agreement the disputes procedure at clause 15, Disputes Procedure, should be followed.

(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 class of person set out in 7A(c)(ii) above who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (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.
- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(4) Time Off In Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-Up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Personal Carers Entitlement for casual employees
- (1) Subject to the evidentiary and notice requirements in 7(A)(1)(b) and 7A(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 7A(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

8. Public Holidays

- (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day or any other gazetted public holiday are observed and special days appointed by proclamation as public holidays shall be holidays under this award and no deduction shall be made from the weekly pay of an employee in which any of the abovenamed holidays fall if the employee is not required to work on any of such holidays.
- (ii) An employee required to work on any of the days named in subclause (i) of this clause shall for all time worked on any such holidays, be paid in accordance with clause 20, Overtime.
- (iii) An employee absent without leave on the working day immediately preceding an award holiday or holidays, or on the working day immediately succeeding such holiday or holidays, shall forfeit wages for the days of absence including the holiday or holidays, except where such absence is due to illness of the employee or to another reasonable cause proof whereof shall be upon the employee.
- (iv) Employees shall be entitled to an additional holiday on the first Tuesday following Easter Monday in each year. An employer and an employee, or an employer and the majority of employees in an establishment may agree to observe an alternative day as a holiday in lieu of the first Tuesday following Easter Monday.
- (v) A special day appointed by proclamation as a public holiday shall be a holiday under this award only within the district specified in the proclamation.

9. Jury Service

- (i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time that would have been worked had the employee not been on jury service.

- (ii) An employee shall notify the employer as soon as possible of the date required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

10. Meal Breaks and Refreshments

- (i) Each day's work shall be worked in an unbroken shift except for meal breaks or refreshments.
- (ii) Non-paid meal breaks shall be as arranged between the employer and the employee but in no case shall the meal breaks of an employee exceed one hour in the aggregate in any one day and not less than half an hour in any one break unless mutually agreed by the employer and the employee; provided that an employee shall not, in general, be required to work more than five hours without a break for a meal.
- (iii) During any shift of eight hours or more (or 7.6 hours where a 38-hour week is worked), employees shall be allowed opportunities for a paid refreshment break or breaks of no more than twenty minutes duration in aggregate and not less than five minutes for any one break, in such manner as to not interfere with the continuous running of the establishment.

11. Relieving in a Higher Classification

Any employee performing the work of a higher paid classification than the employee's usual classification, for one hour or more on any day, shall be paid at the rate for the higher paid classification for the time the employee performs such higher paid work.

12. Limitation of Weights

See Manual Handling, of the Occupational Health and Safety Regulation 2001

13. Enterprise Agreements

- (1)
 - (a) As part of the Structural Efficiency exercise and as an ongoing process for improvements in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process.
 - (b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award/agreement to the extent that they are contrary provided that:
 - (i) A majority of employees affected genuinely agree;
 - (ii) Such agreement is consistent with the current State Wage Case principles.
 - (c)
 - (i) Before any arrangement requiring variation to the award is signed and processed in accordance with subclause (2), details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objections.
 - (ii) When an objection is raised, the parties are to confer in an effort to resolve the issue.

Procedures to be followed

- (2) Such enterprise arrangements shall be processed as follows:
- (a) All employees will be provided with the current prescriptions (e.g. award, industrial agreement or enterprise arrangement) that apply at the place of work.
 - (b)
 - (i) Where an arrangement is agreed between the employer and the employees, or their authorised representative at the enterprise, such arrangement shall be committed to writing.

Where the arrangement is agreed between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangement shall be committed to writing.
 - (ii) The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.
 - (c) The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees, or their authorised representative with whom agreement was reached.
 - (d) Where an arrangement is objected to in accordance with subparagraph (i) of paragraph (c) of subclause (1), and the objection is not resolved, an employer may make application to the Industrial Relations Commission of New South Wales to vary the award to give effect to the arrangement.
 - (e) The union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
 - (f) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission of New South Wales to have the arrangement approved and the award varied in the manner specified in paragraph (g).
 - (g) Such applications are to be processed in accordance with the appropriate State Wage Case principles.
 - (h) Where an arrangement is approved by the Industrial Relations Commission of New South Wales and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in a schedule to the award.
 - (i) Such arrangement, when approved, shall be displayed on a notice board at each enterprise affected.
 - (j) No existing employee shall suffer a reduction in entitlement to earnings, award or overaward, for working ordinary hours of work as a result of any award changes made as part of the implementation of the arrangement.

14. Redundancy

- (i) Application:
 - (a) This clause shall apply in respect of full-time and part-time employees.

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

Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
 - (b) Employer's Duty to Discuss Change:
 - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in Paragraph (a) of this sub-clause.
 - (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- (iii) Redundancy
- (a) Discussions Before Terminations:
 - (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to sub-paragraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of

employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this sub-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 on the employees concerned.
- (3) For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination Of Employment

- (a) 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 subclause (ii)(a)(1) above.

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
 - (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) 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 subclause (ii)(a)(1) above:
 - (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months' notice of termination.
 - (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) The period of notice required by this sub-clause 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.

- (c) Time Off During the Notice Period:
 - (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
 - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) 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.
- (e) 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.
- (f) Notice to Appropriate Government Agency - Where a decision has been made to terminate employees, the employer shall notify the appropriate government agency 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.
- (g) 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 the Department of Social Security.
- (h) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, 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.
- (v) Severance Pay
 - (a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:
 - (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

- (2) Where an employee is 45 years 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

- (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.

- (b) 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 (a) above.

The Industrial Relations 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 (i) above will have on the employer.

- (c) 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 paragraph (a) above if the employer obtains acceptable alternative employment for an employee.

- (vi) Savings Clause - Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

15. Disputes Procedure

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

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

15A. Anti-Discrimination

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

NOTES:

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

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

16. Right of Entry and Inspection

See Chapter 5, Part 7 of the *Industrial Relations Act 1996* and Division 2 and 3, Part 5 of the *Occupational Health and Safety Act 2000*.

17. Wages

- (i) Adult Employees
 - (a) The minimum rates of wages for the classifications set out in Table 1 - Minimum Award Wage Rates, of Appendix A, shall be subject to the other provisions of this award.
 - (b) Leading Hands - Leading Hands in charge of up to 10 employees shall be paid not less than the amount set out in Item 1 of Table 2 - Other Rates and Allowances, of Appendix A, in addition to their appropriate rate of pay; more than 10 employees and not more than 20 employees shall be paid not less than the amount as set out in the said Item 1 in addition to their appropriate rate of pay; more than 20 employees shall be paid not less than the amount as set out in the said Item 1 in addition to their appropriate rate of pay.

- (c) Line Hands who manually load, unload and/or stack flour, or manually unload coal, shall be paid as set in Item 2 of Table 2 provided any youth, employed in a position above classified except all other, shall receive the wage above prescribed for the said work.
- (ii)
- (a) Junior Employees - The minimum rates of pay of junior employees shall be ascertained by calculating the following percentages of the rate of pay for an employee - "other employees" from time to time effective prescribed by subclause (i), Adult Employees, of this clause, calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2½ cents to be disregarded.
- NOTE: Junior wafer-oven attendant under 18 years of age shall be paid the rate prescribed by this subclause for a junior of 18 years of age. A junior employed as Roller, or a Driver or Assistant Brakesperson shall be paid not less than the rate prescribed by this subclause for a junior of 20 years of age. Leave is reserved to the parties to apply, at any time, in respect of this subclause.
- (b) A junior 18 years of age or over employed as a general hand shall be paid the appropriate percentage for his age of the rate prescribed in paragraph (a) of subclause (i) for a general hand.
- (iii) Casual Employees - Casual employees shall be paid not less than one-fortieth per hour of the appropriate rate for the class of work upon which they are engaged and, in addition, a loading of 15 per cent.
- (NOTATION: The New South Wales Annual Holidays Act provides that casual employees under this award are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave).
- (iv) Arbitrated Safety Net Adjustments
- The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:
- (i) any equivalent overaward payments, and/or
- (ii) award wage increase since 29 May 1991, other than Safety Net, State Wage Case, and Minimum Rates Adjustments.

18. Transfers

Transfer - An employee transferred to another class of work shall, whilst so transferred, be paid not less than a minimum rate prescribed for such class of work or not less than the rate which he/she was receiving immediately prior to such transfer, whichever is the higher rate. Provided that where an employee is transferred to another class of work for four hours or more in any one day he/she shall be paid for that day not less than the minimum rate prescribed for such class of work or not less than the rate which he/she was receiving immediately prior to such transfer, whichever is the higher rate.

19. Shift Work

- (i) ROSTER: Shift rosters shall specify the commencing and finishing times of ordinary hours of work of the respective shifts. The time of commencing and finishing shifts once having been determined may be varied by agreement to suit the circumstances and needs of the plant or establishment or, in the absence of agreement, by seven days' notice of alteration given by the employer to the employee.
- (ii) ROTATION: Shifts may be rotated. Different methods of rotation may apply in respect of particular groups or sections of employees in a plant or establishment. Where shifts rotate, the rotation may be weekly, fortnightly or four-weekly or such other interval as may be agreed from time to time.

- (iii) An employee employed on a shift which is rostered to finish after 6.00 p.m. but at or before midnight, shall be paid an afternoon shift allowance of 15% of the ordinary hourly rate for the employee's classification for each hour worked.
- (iv) An employee employed on a permanent shift which is rostered to finish after midnight but at or before 7.00 a.m., shall be paid a night shift allowance of 30% of the ordinary hourly rate for the employee's classification for each hour worked.
- (v) Not less than one person who is qualified to render first-aid as prescribed by the St. John Ambulance Association shall be on duty and shall be available to give any necessary treatment while employees are on shift work.

Any change of hours of work organisation arising from these variations will be such that no current employee shall:

- suffer a reduction of current earnings for ordinary hours; and
- not receive the first instalment pay increase arising under the structural efficiency principle.

Consultation Process - Implementation of any variation in hours from current hours shall be processed through a consultative process:

- at each site and before commencing consultation the union and employer shall jointly communicate the award changes;
- at each site and work group, discussions shall be held between employees and employers to discuss the nature and type of appropriate work arrangements;
- these discussions should be subject to consideration and involvement at relevant stages by union officials, specifically:
 - * before discussions commence; and
 - * before implementation.
- such discussions shall not result in implementation of new changes to hours in a period of less than four weeks from 2 November 1989 to allow for further consultations;
- in the event that agreement is not reached at any site or work group then this should be subject to referral to the Industrial Relations Commission of New South Wales;
- any changes in hours, etc., shall be subject to review by a consultative process as outlined in the above after six months' operation.

20. Overtime

- (i) For all employees, all time worked in excess of or outside ordinary hours of work shall be overtime.
- (ii) Overtime shall be paid at the rate of time and a half of the ordinary hourly rate for the first two hours of any day, and at the rate of double time thereafter.
- (iii) Sunday overtime - All overtime worked on a Sunday shall be paid at double the ordinary hourly rate.
- (iv) Holiday overtime - All overtime worked on a holiday shall be paid at the rate of double time and a half of the ordinary rate.

- (v) Where an employee works overtime on any day and such overtime does not immediately precede or follow ordinary hours of work, an employee shall be paid for a minimum four hours overtime at the appropriate rate.
- (vi) Tea Money - An employee required to work overtime for two hours or more after the usual finishing time on any day, unless twenty-four hours' notice has been given, shall be allowed the allowance as set in Item 3 of Table 2 - Other Rates and Allowances, of Appendix A.

Where an employee is given twenty-four hours' notice of the need to work overtime for more than two hours on the next working day and the overtime is not cancelled on the day of notification and the employee attends and is then not required to work overtime, he shall be paid the tea money allowance.

21. Employees on Probation

Employment of employees, other than casual employees, on probation for the first two weeks of service shall be from day to day at the appropriate weekly wage and shall be terminable at a day's notice.

22. Covering for Workers in Certain Departments

Such coverings shall consist of rubber or leather boots and waterproof aprons for employees working at washing tins or at tubs, in the syrup room and in tin washing, overalls for employees in the mixing room, overalls for employees unloading coal and for oven servicemen and oilskins and gloves for line hands.

23. Laundry Allowance

Where an employer requires an employee to wear overalls or uniforms of any description such uniforms shall be supplied by the employer.

Where the employee is required to wear and launder his or her uniforms the employer will pay a laundry allowance as set in Item 4 of Table 2 - Other Rates and Allowances, of Appendix A. This provision shall not prohibit the employer from laundering such clothing in lieu of payment.

24. Rest and/Or Casualty Room

Employers shall provide separate rest and/or casualty rooms for male and female employees properly furnished and fully equipped in accordance with the Occupational Health and Safety Regulation 2001.

25. Accommodation, Locker, Washing Facilities

See the Occupational Health and Safety Regulation 2001.

26. Area Incidence and Duration

- (a) This award shall apply to all persons engaged or employed within the jurisdiction of Clause 1 of the Biscuit, Cake Makers and Pastry Cooks &c. (State) Industrial Committee.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Biscuit and Cake Makers (State) Award published 15 February 2002 (331 I.G. 254) and all variations thereof.
- (c) This Award was reviewed on 5 February 2008 pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359). The changes take effect on and from 5 February 2008.
- (d) This award remains in force until varied or rescinded, the period for which it was made having already expired.

BISCUIT, CAKE MAKERS AND PASTRY COOKS & CO. (STATE)**INDUSTRIAL COMMITTEE****INDUSTRIES AND CALLINGS**

1. Employees in biscuit and cake factories in the State.
2. Pastry Cooks and assistants, all persons employed in making muffins, crumpets, hot plate goods and hamburger buns, pastry packers, carters, grooms, stablemen, yardmen and motor wagon drivers employed in connection therewith in the State, excluding the County of Yancowinna;

excepting -

Engine drivers and firemen, greasers, trimmer, cleaners and pumpers, engaged in or about the driving of engines, electrical crane, winch, and motor drivers;

Carters, grooms, stablemen, yardmen, and drivers of motor and other power-propelled vehicles;

Tinsmiths, and sheet iron workers.

All persons employed by the Sydney County Council;

Employees of the Australian Gas Light Company;

Employees of the North Shore Gas Company Limited.

APPENDIX A**WAGE RATES AND ALLOWANCES****Table 1 - Minimum Award Wage Rates**

Adult Employees Classification	Former Award Wage Rate Per Week) 26 October 2006 \$	Minimum Award Wage Rate (Per Week) 26 October 2007 \$
Baker	546.00	566.00
Secondary Processing Operator - Grade 1	546.00	566.00
Automatic Packaging Machinist	539.90	559.90
Dough Mixer and Syrup Maker	539.70	559.70
Secondary Processing Operator - Grade 2	539.70	559.70
Biscuit Forming Machine Operator - Grade 1	539.70	559.70
Wafer Makers	537.50	557.50
Storeperson	533.40	553.40
Biscuit Forming Machine Operator - Grade 2	533.40	553.40
Stackerperson	532.30	552.30
Brakesperson	531.80	551.80
Truck Stacker	528.60	548.60
Other Mixer	528.40	548.40
Secondary Processing Operator - Grade 3	528.30	548.30
Biscuit Forming Machine Operator - Grade 3	528.30	548.30
Oven Serviceperson	527.70	547.70

Assistant Mixer	524.70	544.70
Platform Hand, 1st Class	524.70	544.70
Automatic Packaging Machine Operator	524.30	544.30
Depot Hand	524.10	544.10
Tea Attendant	521.30	541.30
Packer (Delivery)	520.70	540.70
Platform Hand	520.10	540.10
Line Hand	520.10	540.10
Checker	519.50	539.50
General Hand	519.20	539.20
Packer	515.90	535.90
Tin Washer	515.60	535.60
Fixer	515.60	535.60
Other Employees	515.60	535.60

Junior Employees	Percentage of the rate prescribed for "other employees"
Under 16 years of age	54
At 16 years of age	59
At 17 years of age	68
At 18 years of age	74
At 19 years of age	78
At 20 years of age	87

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount per week \$
1	17 (i)(b)	Leading Hands - In charge of up to 10 employees	19.15
		In charge of more than 10 employees and not more than 20 employees	32.00
		In charge of more than 20 employees	41.20
2	17 (i)(c)	Line Hands	7.07
3	20 (vi)	Tea Money	10.45
4	23	Laundry Allowance	8.50

NOTE: INDEXATION - OVERAWARD PAYMENTS

On 15 February 1979, in Matter No. 504 of 1978, Mr Commissioner Cansdell made the following recommendation, the recommended commencing date of which being the beginning of the first pay period to commence on or after 15 February 1979:

It is recommended that, in accordance with the Australian Conciliation and Arbitration Commission's decision dated 14 September 1978, in the Wage Fixation Principles Case, in circumstances where the wage rates prescribed by clause 2, Wages, of the appendix are increased by order of the Industrial Commission of New South Wales to reflect movements in the Consumer Price Index as the result of the State Wage/Wage Indexation Cases, employers party to the award should apply the Indexation increase to an employee's actual rate of pay as defined hereunder unless the Commission in its State Wage decision indicates an attitude that overaward payments should not be so adjusted.

"Actual rate of pay" is defined as the total amount an employee would normally receive for performing 40 hours of ordinary work. Provided that such rate shall expressly exclude overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, and any other ancillary payments of a like nature. Provided further that this definition shall not include production bonuses and other

methods of payment by results which by virtue to their basis of calculation already produce the result intended by this clause.

SCHEDULE A

Awards and Variations Incorporated

Clause	Award/Variation Serial No.	Date of Publication	Date of taking Effect	Industrial Gazette	
				Vol.	Page
Biscuit & Cake Makers (State) Award	B6533	30 April 1999	First Pay Period From: 27 April 1998	309	157
Clause 17, Table 1, Table 2	B6594	23 April 1999	First Pay Period From: 26 October 1998	309	78
Clause 15A	B7785	18 February 2000	First Pay Period From: 3 June 1999	313	670
Clause 17, Table 1, Table 2	B8594	20 April 2000	First Pay Period From: 26 October 1999	315	69
Clause 7 (iii)	B9036	28 April 2000	First Pay Period From: 10 December 1998	315	440

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(789)

SERIAL C6460

BOOTMAKERS AND HEEL BAR OPERATIVES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Items 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates of the award published 11 April 2008 (365 IG 433) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	16	Meal Allowance	11.60

2. Delete the amount "\$61.00" appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 9, Supported Wage, and insert in lieu thereof the following:

"\$66.00"

3. This variation shall take effect from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(059)

SERIAL C6392

BREWERIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1615 of 2007)

Before Commissioner Connor

8 January 2008

REVIEWED AWARD

1. Insert in numerical order in the Arrangement of the award published 30 November 2001 (329 I.G. 1032), the following new clause number and subject matter:

24A. Secure Employment

2. Insert after clause 24, Terms of Employment, the following new clause:

24A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

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

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

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Disputes Regarding the Application of this clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (d) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
- (e) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
3. Delete subclauses (d) and (e) of clause 38, Area, Incidence and Duration, and insert in lieu thereof the following:
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 8 January 2008.
 - (e) This award remains in force until varied or rescinded, the period for which it was made already having expired.

P. J. CONNOR, Commissioner

CHEMICAL WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 88 of 2008)

Before Commissioner Tabbaa

8 February 2008

VARIATION

1. Delete subclause (iii) of clause 3, Wages, of the award published 11 May 2001 (324 I.G. 688), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/ or
 - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B - Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Chemical Plant Operator - Class One (100%)	598.20	20.00	618.20
Class Two (92.4%)	564.50	20.00	584.50
Class Three (89.9%)	554.10	20.00	574.10
Materials Attendant - Class One (92.4%)	564.50	20.00	584.50
Class Two (89.9%)	554.10	20.00	574.10
General Labourer (86%)	537.80	20.00	557.80
Forklift Operator (89.9%)	554.10	20.00	574.10

Juniors:	Percentage of total wage for adult general Labourer per week %
Under 16 years of age	44
At 16 years of age	53
At 17 years of age	61
At 18 years of age	70
At 19 years of age	79
At 20 years of age	88

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	4(i)	Leading Hand	23.65	24.60
2	4(ii)	Cleaning inside tank or still	1.30 per hour	1.35 per hour
3	9(iii)(a)	Meal allowance	10.75	11.15
4	9(iii)(a)	Meal allowance - second meal	10.75	11.15
5	20(ii)	Duties of first-aid person	1.75 per day	1.82 per day

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

3. This variation shall take effect from the first full pay period to commence on or after 8 February 2008.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

CHEMICAL WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1528 of 2007)

Before Commissioner Bishop

8 February 2008

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Wages
4.	Allowances
5.	Shift Work
6.	Sundays and Holidays Pay
7.	Hours of Work
8.	Overtime
9.	Meals
10.	Holidays
11.	Sick Leave
12.	Personal/Carer's Leave
13.	Annual Leave
14.	Annual Leave Loading
15.	Long Service Leave
16.	Protective Clothing
17.	Mixed Functions
18.	Contract of Employment
18A.	Secure Employment
19.	Payment of Wages
20.	First-aid
21.	Amenities
22.	Anti Discrimination and Harassment
23.	Jury Service
24.	Bereavement Leave
25.	Structural Efficiency
26.	Labour Flexibility - Mixed Enterprises
27.	Consultative Mechanism
28.	Disputes Procedure
29.	Redundancy
30.	Enterprise Agreements
31.	Parental Leave
32.	Superannuation
33.	Trainees
34.	Leave Reserved
35.	Deduction of Union Membership Fees
36.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. Definitions

- (i) A Chemical Plant Operator, Class 1, is an employee who is required to operate a complex chemical plant and/or a complex chemical process and who performs duties with a high degree of skill and competence and requires a minimum of supervision.
- (ii) A Chemical Plant Operator, Class 2, is an employee who is required to operate a chemical plant and/or perform a chemical process.
- (iii) A Chemical Plant Operator, Class 3, is an employee undergoing training in the operation of chemical plant and/or chemical processes or assisting a Chemical Plant Operator Class 1 or 2.
- (iv) Materials Attendant, Class 1, means and includes an employee engaged in the recording duties of external dispatch, stocktaking, receiving, unloading and internal dispatch of bulk liquid chemicals and, when performed amongst other duties covered by this definition, filling of finished goods from storage, or employees engaged in cell reconditioning.
- (v) Materials Attendant, Class 2, means and includes an employee engaged in the work of drum spraying, drum conditioning, working in production departments handling chemical products, removing ashes, chemical waste materials, receiving, storing, stacking, loading, unloading and despatching process stocks, finished goods, empty containers and raw materials, other than bulk liquid materials, redrumming and repackaging, hand painting, labelling and check weighting of drums and packages, stencilling shipping brands or filling of finished goods from storage unless covered by definition of materials Attendant, Class 1, and/or generally assisting a Materials Attendant, Class 1.
- (vi) General Labourer means and includes an employee cleaning yard, change rooms, laboratories, production and other building and plants, and plant environs, etc., burning refuse, etc., and performing other general labouring work not elsewhere classified.
- (vii) Shift Workers are employees working on one, two or three-shift systems.
- (viii) Seven-day Shift Workers are shift workers whose ordinary working period includes Sundays and holidays as ordinary working days on which they may be regularly rostered.
- (ix) Day Workers are employees other than shift workers.
- (x) Casual Employee means an employee engaged to work for a lesser period than 38 hours in any period of seven days.

3. Wages

- (i) The minimum rates of pay for any classification shall, subject to the other provisions of this award, be the weekly rate hereinafter appearing in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (ii) Junior Rates - Junior employees shall be paid the percentages of the total rate prescribed in the said Table 1 for the classification of General Labourer.
- (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or

- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- (iv) The amount prescribed in subclause (i) may be absorbed to the extent of any overaward payments exceeding the level of award wages set out in Table 1.

4. Allowances

- (i) An employee appointed as a leading hand in charge of other employees shall be paid an additional amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (ii) Employees whilst engaged on cleaning work inside a tank or still shall be paid an amount as set out in Item 2 of the said Table 2.

5. Shift Work

- (i) Definitions -
 - (a) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
 - (b) "Continuous Work" means work carried on with consecutive shifts of employees throughout the 24 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.
 - (c) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.
 - (d) "Rostered Shift" means a shift of which the employee concerned has at least 48 hours' notice.
- (ii) Hours - Continuous Work Shifts - This subclause applies to shift workers on continuous work as herein defined.
 - (a) The ordinary hours of shift workers shall average 38 per week, inclusive of crib time, and shall not exceed 152 hours in 28 consecutive days.
 - (b) Where the employer and the majority of the employees concerned agree, a roster system may operate on the basis that the weekly average of 38 hours is achieved over a period which exceeds 28 consecutive days.
 - (c) Subject to the following conditions, such shift workers shall work at such times as the employer may require. A shift shall consist of not more than ten hours, inclusive of crib time. However:
 - (1) By agreement between the employer, the union(s) concerned and/or the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked, subject to: the employer and employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-hour Shifts; proper health and monitoring procedures being introduced; suitable roster arrangements being made; and proper supervision being provided.
 - (2) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24-hour period.
 - (3) Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.
- (iii) Hours - Other than Continuous Work - This subclause shall apply to shift workers not on continuous work as herein defined. The ordinary hours of work shall be an average of 38 per week, to be worked on the following bases:
 - (a) 10 hours during any consecutive 24 hours;

- (b) 38 hours per week;
- (c) 76 hours in 14 consecutive days; or
- (d) 114 hours in 21 consecutive days; or
- (e) 152 hours in 28 consecutive days,

However, by agreement between an employer, the union and the majority of employees in the plant or work section(s) concerned, ordinary hours not exceeding 12 on any day may be worked, subject to: the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-hour Shifts; suitable roster arrangements being made; proper supervision being provided.

- (iv) Variation by Agreement - The method of working shifts and the time of commencing and finishing shifts may in any case be varied where there is agreement between either the employer and the union, or the majority of employees affected by the proposed change in the plant, work section or work sections concerned.

The time of commencing and finishing shifts once having been determined may be varied by agreement between either the union and employer, or the majority of employees affected by the proposed change in the plant, work section or work sections concerned or, in the absence of agreement, by seven days notice of alteration given by the employer to the employees.

- (v) Shift Allowances -
 - (a) Shift workers whilst on afternoon or night shift shall be paid an allowance of 15 per cent of the ordinary rate of pay per week in addition to the rates payable under this award.
 - (b) Shift workers who do not work on day shift for at least one-third of their time in each shift cycle shall be paid an allowance of 25 per cent per week whilst working afternoon shift and night shifts only, or working night shifts only, in addition to the rates payable under this award.
 - (c) Day workers who are transferred to shift work but are required to work on one afternoon or night shift of not more than 10 hours for four or more consecutive afternoons or nights, Monday to Friday, shall be paid time and one-quarter.
- (vi) 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 one-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (v) of this clause.

6. Sundays and Holidays Pay

- (i) Day workers and shift workers shall be paid at the rate of double time for work done on Sundays and double time and one-half for work done on holidays, such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed by subclause (v) of clause 5, Shift Work.
- (ii) Employees other than on shift, required to work on any Sunday or on a holiday, shall receive a minimum of four hours pay.

7. Hours of Work

- (i)
 - (a) Day Workers - The ordinary working hours of day workers shall be 38 per week, to be worked Monday to Friday, inclusive, between the hours of 6.00 a.m. and 6.00 p.m.
 - (b) However, the spread of hours may be altered by mutual agreement between an employer and the majority of affected employees in a plant, work section or work sections concerned. Agreement

can extend to staggering starting and finishing times for employees provided that the majority of employees affected by the proposed change agree in a plant, work section or work sections concerned.

- (ii) The ordinary hours of work prescribed herein shall not exceed ten on any day. However:
 - (a) By arrangement between an employer, the union and/or majority of employees in the plant or work sections concerned, ordinary hours not exceeding 12 may be worked on any day subject to:
 - (1) The employer and the employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12-Hour shifts.
 - (2) Proper health monitoring procedures being introduced.
 - (3) Suitable rostering arrangements being made.
 - (4) Proper supervision being provided.
- (iii) Implementation of the 38-Hour Week - The method of implementing the 38-hour week shall be determined by agreement between the employer and the majority of employees directly affected, from one or more of the following:
 - (a) By employees working less than eight ordinary hours each day.
 - (b) By employees working less than eight ordinary hours on one or more days each week.
 - (c) By employees having one weekday off, or two half days off, excluding public holidays in each 20 - day work cycle, eight hours being worked on each of the other days of those four weeks. The days off are to be nominated by the employer.
 - (d) By fixing one weekday on which all or any number of employees will be off during a particular 20-day work cycle.
 - (e) By rostering employees off on various weekdays during a particular 20-day work cycle. Subject to operational requirements, preference shall be given to days off being arranged to suit individual requests.
- (iv) Flexibility in relation to days off - Where the hours of work of an establishment, plant or section are organised in accordance with paragraph (c) of this subclause an employer may require the employee(s) to accrue a maximum of five rostered days off. Where a rostered day off is allowed it shall be taken within 12 months of its original due date.
- (v) The procedure for resolving special, anomalous or extraordinary problems shall be applied in accordance with the settlement of disputes, claims and grievances. The procedure shall be applied without delay.
- (vi) In any calendar year, where 20 days annual leave is taken there shall be a maximum of 12 rostered days off. Provided that for lesser periods of annual leave taken the above will apply on a proportionate basis.
- (vii) However the ordinary hours may be worked by such other method that is agreed upon between the employer and the majority of employees directly affected.
- (viii) Circumstances may arise where different methods of implementing a 38-hour week apply to various groups or sections of employees in the plant or section concerned.
- (ix) The day scheduled to be the day off in accordance with paragraph (c) of this subclause may be worked as an ordinary working day without penalty when substituted for another day by agreement between the employer and the employee directly affected, or where a number of employees are directly affected, by

agreement between the employer and a majority of employees in respect of whom a substituted day off is sought.

- (x) Excluding circumstances beyond the control of the employer and except as herein provided, not less than seven days notice is to be given concerning the days off thus allocated to employees by the application of the foregoing arrangements.
- (xi) In any calendar year, where 20 days annual leave is taken there shall be a maximum of 12 rostered days off. Providing that for lesser periods of annual leave taken the above will apply on a proportionate basis.

8. Overtime

- (i) Day Workers - All time worked before the usual commencing time or after the usual ceasing time each day, or in excess of 38 hours per week, shall be overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Shift Workers - All time worked -
 - (a) in excess of or outside the ordinary working hours prescribed by this award; or
 - (b) on more than 11 shifts in 12 consecutive days; or
 - (c) on a rostered shift off, shall be paid for at the rate of time and a half for the first two hours and double time thereafter. However, where a shift worker works overtime on a Saturday on which the shift worker's last ordinary shift finished the shift worker shall be paid at double time. Further, where a shift worker works in excess of ten hours on a Saturday and/or Sunday, they shall be paid at the rate of double time.

This subclause shall not apply when the time worked is -

- (1) by arrangement between the employees themselves; or
 - (2) for the purpose of effecting the customary rotation of shifts.
- (iii) An employee recalled to work after leaving the employer's premises shall be paid for four hours at least at the appropriate overtime rate.
 - (iv) An employee working overtime but finishing work when the usual means of transport are not available shall be entitled to any additional outlay incurred in reaching home by reasonable means of transport.
 - (v) Where overtime 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. An employee (other than a casual employee) who works overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day such that the employee has not had at least ten consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay, for ordinary working time occurring during such absence. If, on the instruction of the employer, such employee resumes or continues work without having had the ten consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for that period, and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay, for ordinary working time occurring during such absence. Call backs shall not be counted as overtime for the purpose of this subclause.
 - (vi) Overtime shall be paid for at the end of each week and each day shall stand alone.

- (vii) In lieu of payment for overtime worked on a particular day, an employee may be granted leave by the employer to be absent during ordinary hours of work. However, the period of absence shall be granted in accordance with the following conditions:
- (a) it shall not exceed the number of hours worked by the employee as overtime; and
 - (b) it shall be paid at the same hourly rate for the overtime worked, ie. At the ordinary time rates; and
 - (c) it shall not be more than 12 hours in any 28-day period; and
 - (d) any period of overtime not paid at the time of working the overtime must be taken as time off or paid within a period of 28 days; and
 - (e) it shall be counted as ordinary hours worked by the employee (refer to notation). NOTATION: This condition ensures that there is no diminution in the number of ordinary hours worked in the rostered period in which the period of absence is granted.
- (viii) Reasonable Overtime
- (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
 - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

9. Meals

- (i) Employees, other than shift workers, shall be allowed a meal break of not less than 30 minutes or more than one hour, Monday to Friday, inclusive. An employer may vary an employee's regular meal break with seven days notice.
- (ii) An employee called upon to work during the employee's regular meal break shall be paid at overtime rates for all time worked until such break for a meal is granted.
- (iii)
 - (a) An employee required to work overtime for more than two hours after the ordinary ceasing time, without being notified before leaving work on the previous day that the employee would be required to work overtime, shall be provided (free of cost) either with a suitable meal or paid the amount set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in lieu of such meal. If the employee works for a further four hours the employee shall be supplied with a second meal by the employer or paid a further sum of the amount set out in Item 4 of the said Table 2 for the second meal.

- (b) If an employee is notified on a previous day that the employee would be required to work overtime and pursuant to such notification the employee has provided a meal or meals and is not required to work less than the amount of overtime that the employee was notified that they would be required to work, the employee shall be paid in accordance with paragraph (a) of this subclause for each meal which the employee has provided and which are surplus.
- (iv) Employees shall be supplied at meal times with boiling water or with facilities for boiling water.
- (v) No employee shall work longer than five hours without a break for a meal. By agreement between the employer and the majority of employees in a plant, work section, or work sections concerned, an employee or employees may be required to work in excess of five hours, but not more than six hours, without a break for a meal.

10. Holidays

- (i) Subject to the provisions of this clause employees, other than casuals, shall be entitled to the following public holidays without loss of ordinary pay that the employee would normally receive, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any other public holidays proclaimed for the County of Cumberland or the State.
- (ii) The first Monday in March of each year or any other date if a month's notice is given to the employer shall be a holiday as the picnic day of The Australian Workers' Union, New South Wales, provided that a picnic is held. The employer may require any employee to work on such picnic day and, unless reasonable excuse exists, the employee shall work in accordance with such requirements at the rate prescribed by clause 6, Sundays and Holidays Pay. The employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of the picnic ticket issued for the picnic will be sufficient evidence of attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.
- (iii) Any employee who is absent without leave or reasonable excuse on the working days succeeding or preceding a holiday shall not be entitled to payment for such holiday.

11. Sick Leave

- (i) An employee, after three months continuous service, who is absent from work by reason of personal illness or personal injury, shall be entitled to paid leave of absence, subject to the following conditions and limitations:
 - (a) The employee shall, within 24 hours of the commencement of such absence, inform the employer of the employee's 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 employee's employer, by the production of a medical certificate or other satisfactory evidence, that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
 - (c) An employee shall be entitled to sick leave of 38 hours in the first year of employment, 60.8 hours in the second year of employment and 76 hours in subsequent years of employment. This leave shall be paid at ordinary working time rates.
- (ii) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (i) of this clause which has not been allowed by an employer to an employee as paid sick leave may be claimed, subject to the conditions prescribed by this clause, by an employee in a subsequent year of continued employment. Any rights which accumulate, pursuant to this subclause, shall be available to the employee so long as the employment continues.
- (iii) Service prior to the operative date of this award shall be counted as service for the purpose of qualifying thereunder.

12. Personal/Carer's Leave

(i) Use of Sick Leave -

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 12(c)(2) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 11, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(b) The employee shall, if required,

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

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

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a 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.

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

Where the parties are unable to reach agreement the disputes procedure at clause 28, Dispute Procedure, should be followed.

(ii) 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 class of person set out in 12(c)(2) above who is ill or who requires care due to an unexpected emergency.

(iii) Annual Leave -

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (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.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) 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 same hourly rate for the overtime worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12- month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(v) 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.

(vi) 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.
- (vii) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 12(i)(b) and 12(i)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 12(c)(2) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

13. Annual Leave

- (i) Day Workers and Six-day Shift Workers - See *Annual Holidays Act 1944*.
- (ii) Seven-day Shift Workers -
 - (a) In addition to the leave prescribed by the *Annual Holidays Act 1944*, a further period of seven consecutive days leave with 38 hours pay at ordinary rates, shall be allowed annually to employees after not less than 12 months continuous service as seven-day shift workers under this award.
 - (b) An employee with 12 months' continuous service who is employed for part of the 12-month period as a seven-day shift worker under this award shall be entitled to have the leave prescribed by the *Annual Holidays Act 1944* increased by a half day for each month the employee is continuously employed as a seven day shift worker.
 - (c) Where the additional leave calculated under paragraph (b) of this subclause is or includes a fraction of a day, such day shall not form part of the leave period and any such fraction shall be discharged by payment only.
 - (d) Annual leave under this subclause shall be given and taken within a period not exceeding six months from the date upon which the right to such leave accrued. However, the giving and taking of such annual leave may be postponed for a further period not exceeding three months in cases where circumstances render it impracticable to give or take it within the said period of six months. Nothing in this paragraph shall prevent the employer from allowing annual leave to an employee before the right thereto has accrued, but where such leave is taken before the right thereto has accrued, further leave shall not commence to accrue until after the expiration of the 12 months in respect of which such annual leave has been taken.
 - (e) Any employee whose employment is terminated by the employer through no fault of the employee's own and any employee who leaves employment shall be paid for the proportionate period of annual leave to which the employee would have been entitled if the employee's employment had not been so terminated.

- (f) The annual leave provided for by this subclause shall be given and shall be taken and except as provided in paragraphs (c) and (e) of this subclause, payment shall not be made or accepted in lieu of annual leave.
 - (g) Service with an employer before the date of coming into force of this award shall count as service for the purpose of the current qualifying 12 months period under this clause.
- (iii) Days Added to Period of Annual Leave -
- (a) Where an employee is employed as a seven-day shift worker, as defined, one day shall be added to the annual leave period in respect of any holiday prescribed by this award which falls within the period of annual leave to which the employee is entitled under this award.
 - (b) One day shall be added to the annual leave period of any employee who, whilst employed as a seven-day shift worker, as defined, is rostered off duty on a day which is a holiday prescribed by this award and who is not required to work on that day.
 - (c) Any day or days added shall be paid for at the ordinary rate of pay prescribed by subclause (i) of clause 3, Wages.
 - (d) Any day or days added in accordance with paragraphs (a) and (b) of this subclause shall be the working days immediately following the period of annual leave to which the employee is entitled under subclauses (i) and (ii) of this clause.
 - (e) For the purpose of paragraph (d) of this subclause, working days shall be:
 - (1) in the case of an employee who, at the commencement of the period of annual leave was employed as a day worker - any day in the week other than Saturday, Sunday or a holiday prescribed by this award;
 - (2) in the case of an employee who, at the commencement of the period of annual leave, was employed as a seven-day shift worker - any day of the week, including a day on which the employee concerned would have been rostered off duty if the employee was not on annual leave.
 - (f) Where the employment of a worker has been terminated and he/she thereby becomes entitled under section 4 of the *Annual Holidays Act 1944* to payment in lieu of annual holiday, with respect to a period of employment, the employee shall be also entitled to an additional payment for each day accrued to the employee under paragraph (b) of this subclause at the ordinary rate of pay prescribed by subclause (i) of clause 3, Wages.

14. 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 an 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).)
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) and where such a holiday 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 period, 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 the annual holiday, together with leading hand allowance where applicable.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance, if the employment of such an 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. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such holiday shall be paid the loading calculated in accordance with subclause (v) of this clause.
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to the employee under the Act, such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to an annual holiday prior to the closedown as the qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (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 an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (v) 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.
- (ix) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday. However, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

15. Long Service Leave

See Long Service Leave Act 1955.

16. Protective Clothing

- (i) Where necessary, for the performance of their duties, employees shall be provided with suitable rubber boots, suitable waterproof clothing, clogs, goggles, masks, gloves, aprons, or other suitable substitutes.
- (ii) Any employee issued with protective clothing in accordance with subclause (i) of this clause shall wear such clothing whilst engaged on work for which it was deemed necessary for the protective clothing to be issued.
- (iii) Clothing and equipment shall remain the property of the employer.

17. Mixed Functions

- (i) An employee who is required to do work carrying a higher rate than the employee's ordinary classification for more than two hours shall be paid at the higher rate for the whole of the day or shift.
- (ii) Subject to subclause (i) of this clause, an employee who, on any day or shift is required to do the work of a higher paid classification for at least one hour, shall be paid the rate prescribed for such work whilst so engaged.
- (iii) An employee who, on any day or shift is required to do work carrying a lower rate than the employee's ordinary classification for less than one hour, shall suffer no reduction in consequence thereof.

18. Contract of Employment

- (i) After three months continuous service employment shall be by the week and may be terminated by a week's notice on either side or by the payment or forfeiture of one week's wages in lieu of notice, as the case may be.
- (ii) Employment for the first three months of continuous service shall be from day to day at a proportion of the weekly rate fixed. However, any employee who has once served for a continuous period of one month with an employer, if re-employed within 12 months, shall be engaged and paid by the week.
- (iii) An employer shall not be required to pay for any time an employee cannot be usefully employed because of any strike, or through any breakdown in machinery or any stoppage of work through any cause for which the employer cannot be reasonably held responsible.
- (iv) An employer may dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (v) Part-time Employment -
 - (a) An employee may be engaged by the week to work on a part-time basis for a constant number of hours which shall average less than 38 per week.
 - (b) An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed in Table 1 - Rates of Pay, of Part B, Monetary Rates, for the classification in which the employee is engaged.
 - (c) 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.
 - (d) Where the normal paid hours for a part-time employee fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with clause 6, Sundays and Holidays Pay.
- (vi) Casual Employment -
 - (a) A casual employee is engaged and paid by the hour. A casual employee shall be paid one thirty-eighth of the weekly award wage prescribed herein for work performed, plus 15 per cent.
 - (b) The employment of a casual employee may be terminated by one hour's notice on either side or the payment or forfeiture of an hour's pay.

18A. Secure Employment

(a) Objective of this Clause

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

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of twelve months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

19. Payment of Wages

- (i) All wages and overtime shall be paid not later than Thursday in each week.

- (ii) The pay period shall close not more than two working days prior to the recognised pay day.
- (iii) Wages may be paid by electronic funds transfer where genuine agreement exists between the employer and employees.
- (iv) Provided that where the employer and the majority of the employees agree, an alternative method of paying wages to that agreed above may be introduced.

20. First-Aid

- (i) The employer shall provide a fully equipped and maintained first-aid kit at a position available to all departments at any time when work is being carried on (see Occupational Health and Safety Regulation 2001).
- (ii) Any employee appointed by the employer to carry out the duties of a first-aid attendant shall be paid an additional amount as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per day.

21. Amenities

The requirements in relation to amenities shall conform at least to the minimum requirements set out in the Occupational Health and Safety Regulation 2001.

22. Anti Discrimination and Harassment

- (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 and age.
- (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* (NSW)
 - (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.

Note:

1. Employers and Employees may also be subject to commonwealth anti-discrimination legislation.

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

"Nothing in the Act effects...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. Jury Service

An employee on weekly hiring required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to 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 that would have been worked had the employee not been on jury service. An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person 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 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 (ii) of paragraph (c) of subclause (1) of clause 12, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (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 (ii), (iii), (iv), (v) and (vi) of the said clause 12. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 24(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 12(c)(2) of clause 12, Personal/Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

25. Structural Efficiency

- (i) The parties to this award are committed to co-operating positively to increase the efficiency and productivity and competitiveness of the industry.

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. This may include work which is incidental or peripheral to their main tasks or functions.

- (ii) Discussion shall take place at the enterprise with the view to allowing workers to perform a wider range of tasks to this end.

26. Labour Flexibility - Mixed Enterprises

- (i) A mixed enterprise is defined as a single establishment where the primary operation is not covered by this award.
- (ii) For the purpose of increasing productivity, flexibility and efficiency in a mixed enterprise, as well as enhancing opportunities for workers, multiskilling may extend to allow the worker to perform any work in a mixed enterprise within the scope of their skills and competence.
- (iii) Discussion shall take place at the enterprise with the view to allowing workers to perform a wider range of tasks and the removal of demarcation barriers.
- (iv) Workers in a mixed enterprise shall not impose or continue to enforce demarcation barriers between the work of workers, provided that it is agreed that the work lies within the scope of the skill and competence of the worker concerned.

27. Consultative Mechanism

Enterprises covered by this award shall establish, between the employer and employee(s) and/or the union, if the employees so desire, a consultative mechanism and procedures appropriate to their size, structure and needs, for consultation and negotiation on matters affecting their efficiency and productivity.

28. Disputes Procedure

The procedure for the resolution of industrial disputation will be in accordance with the *Industrial Relations Act 1996*.

These procedural steps are:

- (i) Procedure relating to grievances of individual employees -
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits 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.

- (ii) Procedure relating to disputes, etc., between employers and their 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 employee may be represented by an industrial organisation of employees for the purposes of each procedure.

29. Redundancy

- (i) Application -
 - (a) This clause shall apply in respect of full-time and part-time persons employed in the classifications structure specified by Table 1 - Rates of Pay, of Part B, Monetary Rates.
 - (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of subclause (d), Termination of Employment.
 - (c) Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this award, this award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change -
 - (a) Employer's Duty to Notify -
 - (1) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure, mechanisation or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this award makes provision for alteration of any of the matters referred to herein, such alteration shall be deemed not to have significant effect.
 - (b) Employer's Duty to Discuss Change -
 - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt

consideration to matters raised by the employees and/or the union in relation to the changes.

- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said paragraph (a).
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy - Discussions Before Terminations -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussions the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

- (a) 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 changes to production, programme, organisation or structure, in accordance with subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change:

- (1) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (b) Notice for Mechanisation and/or Technological Change - This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change:
- (1) In order to terminate the employment of an employee (provided the employee has 12 months' service), the employer shall give to the employee three months' notice of termination.
 - (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time Off During the Notice Period -
- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
 - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) 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 as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.
- (e) 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.
- (f) Notice to Centre Link or any relevant successor entity - Where a decision has been made to terminate the employment of employees, the employer shall notify Centre Link 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.
- (g) 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.
- (h) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), Introduction of Change, 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.
- (v) Severance Pay -
- (a) Where the employment of an employee is to be terminated pursuant to subclause (iv), Termination of Employment, subject to further order of the Industrial Relations Commission of

New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

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

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

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

- (3) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with Table 1 - Rates of Pay, of Part B, Monetary Rates, and Table 2 - Other Rates and Allowances, of the said Part B.

- (b) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of this subclause. The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (a) will have on the employer.
- (c) 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 (a) if the employer obtains acceptable alternative employment for an employee.

30. Enterprise Agreements

An enterprise arrangement shall be processed in accordance with the Principles for the Approval of Enterprise Agreements determined by the Industrial Relations Commission of New South Wales in December 1996.

31. Parental Leave

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

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

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

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

(3) Right to request

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

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

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

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

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

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

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

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

32. Superannuation

- (i) The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and the *Industrial Relations Act 1996*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) The employer shall be a participating employer in any of the following funds:
- Australian Public Superannuation (APS)
- Australian Superannuation Savings Employment Trust (ASSET)
- Australian Primary Industry Superannuation Fund (APISF)
- or any other approved fund;
- and shall participate in accordance with the Trust Deed of that fund.
- (iii) The employer shall contribute to the Fund in accordance with the legislation provided that employer contributions do not fall below 3% of ordinary time earnings:
- Notation: Employer contributions under relevant legislation are set at 9% from 1st July 2002
- (iv) The employer shall provide each employee upon commencement of employment with membership forms of the fund and shall take all reasonable steps to forward the application form to the fund as soon as possible after the completion of the forms by the employee.
- (v) An employee may make contributions to the fund in addition to those made by the employer.
- (vi) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the fund from the employee's wages a specified amount in accordance with the Trust Deed and the rules of the fund.
- (vii) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.
- (viii) All contributions shall be made at the completion of each calendar month.
- (ix) Ordinary time earnings shall be defined as including:
- (a) Award classification rate.
- (b) overaward payment.
- (c) Shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime
- (d) Casual loading in respect to casual employees including 1/12 Annual Holiday Loading.

Ordinary time earnings does not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

33. Trainees

See the AWU Training Wage (State) Award 2002 published 5 April 2002 (332 I.G. 522), as varied, or any successor industrial instrument.

34. Leave Reserved

Casual Loading, Shift Penalty

35. Deduction of Union Membership Fees

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

(viii) The above variations shall take effect:

- (a) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first full pay period to commence on or after 17 March 2003;
- (b) In the case of employers who do not fall within paragraph (a) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first full pay period to commence on or after 17 June 2003;
- (c) For all other employers, from the beginning of the first full pay period to commence on or after 17 September 2003.

36. Area, Incidence and Duration

This award shall apply to all classes of employees within the jurisdiction of the Chemical Workers (State) Industrial Committee in the State, excluding the County of Yancowinna.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Chemical Workers (State) Award published 11 May 2001 (324 I.G. 688) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 8 February 2008.

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

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Chemical Plant Operator - Class One (100%)	598.20	20.00	618.20
Class Two (92.4%)	564.50	20.00	584.50
Class Three (89.9%)	554.10	20.00	574.10
Materials Attendant - Class One (92.4%)	564.50	20.00	584.50
Class Two (89.9%)	554.10	20.00	574.10
General Labourer (86%)	537.80	20.00	557.80
Forklift Operator (89.9%)	554.10	20.00	574.10
Juniors:	Percentage of total wage for adult general Labourer per week		
		%	
Under 16 years of age		44	
At 16 years of age		53	
At 17 years of age		61	
At 18 years of age		70	
At 19 years of age		79	
At 20 years of age		88	

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	4(i)	Leading Hand	23.65	24.60
2	4(ii)	Cleaning inside tank or still	1.30 per hour	1.35
3	9(iii)(a)	Meal allowance	10.75	11.15
4	9(iii)(a)	Meal allowance - second meal	10.75	11.15
5	20(ii)	Duties of first-aid person	1.75 per day	1.82

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

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

CLUB INDUSTRY (VARIETY ARTISTS) (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1570 of 2007)

Before Commissioner Cambridge

14 January 2008

REVIEWED AWARD

1. Delete subclauses (d) and (e) of clause 4, Area, Incidence and Duration, of the award published 14 September 2001 (327 I.G. 768) and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 14 January 2008.
 - (e) This award remains in force until varied or rescinded, the period for which it was made already having expired.

I. W. CAMBRIDGE, Commissioner

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(1590)

SERIAL C6455**COMMUNITY PHARMACY (STATE) AWARD 2001**

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 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Items 2, 4 and 5 from Table 2 - Other Rates and Allowances of Part B - Monetary Rates of the award published 21 December 2001 (330 I.G. 597) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
2	15.2	Vehicle Allowance Engine Capacity Up to 1600 cc 1601 to 2600 cc over 2600 cc	57.8 cents per km 65.7 cents per km 68.1 cents per km
4	22.3	Meal Allowance	12.60
5	35.2	Meal Allowance (Schools and Courses)	12.60

2. Delete the amount "\$61.00" appearing in subclause 18.3 and paragraph 18.9.3 of clause 18, Supported Wage, and insert in lieu thereof the following:
- "\$66.00"
3. Effective on and from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

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CONFECTIONERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 93 of 2008)

Before Commissioner Ritchie

15 February 2008

VARIATION

1. Delete the amount of "\$45.00" appearing in subclause (c) and also appearing in paragraph (iii) of subclause (i) of clause 14, Supported Wage, of the award published 23 November 2001 (329 I.G. 926), and insert in lieu thereof the following:

"\$66.00"

2. This variation shall commence from the first pay period on or after 15 February 2008.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

CONFECTIONERS (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 163 of 2008)

Before Commissioner Tabbaa

27 February 2008

VARIATION

1. Delete subclause (d) of clause 7, Wages of the award published 25 January 2002 (330 I.G. 1076) and insert in lieu thereof the following:
 - (d) 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.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	215.00	235.00	284.00
Plus 1 year out of school	235.00	284.00	330.00
Plus 2 years	284.00	330.00	384.00
Plus 3 years	330.00	384.00	439.00
Plus 4 years	384.00	439.00	439.00
Plus 5 years or more	439.00	439.00	439.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/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	215.00	235.00	274.00
Plus 1 year out of school	235.00	274.00	315.00

Plus 2 years	274.00	315.00	370.00
Plus 3 years	315.00	370.00	421.00
Plus 4 years	370.00	421.00	421.00
Plus 5 years or more	421.00	421.00	421.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generative skills which have been defined for work at Skills Level C.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	215.00	235.00	268.00
Plus 1 year out of school	235.00	268.00	301.00
Plus 2 years	268.00	301.00	337.00
Plus 3 years	301.00	337.00	376.00
Plus 4 years	337.00	376.00	376.00
Plus 5 years or more	376.00	376.00	376.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships skill levels - A, B and C	215.00	235.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

SKILL LEVEL A	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	7.07	7.73	9.34
Plus 1 year out of school	7.73	9.34	10.86
Plus 2 years	9.34	10.86	12.63
Plus 3 years	10.86	12.63	14.44
Plus 4 years	12.63	14.44	14.44
Plus 5 years or more	14.44	14.44	14.44
SKILL LEVEL B			
School Leaver	7.07	7.73	9.01
Plus 1 year out of school	7.73	9.01	10.36
Plus 2 years	9.01	10.36	12.17
Plus 3 years	10.36	12.17	13.85
Plus 4 years	12.17	13.85	13.85
Plus 5 years or more	13.85	13.85	13.85
SKILL LEVEL C			
School Leaver	7.07	7.73	8.82
Plus 1 year out of school	7.73	8.82	9.90

Plus 2 years	8.82	9.90	11.09
Plus 3 years	9.90	11.09	12.37
Plus 4 years	11.09	12.37	12.37
Plus 5 years or more	12.37	12.37	12.37

Table 6 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skill Levels - A, B and C	7.07	7.73

3. This variation shall take effect from the first full pay period commencing on or after 27 February 2008.

I. TABBAA, Commissioner

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CONFECTIONERS (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 163 of 2008)

Before Commissioner Tabbaa

27 February 2008

VARIATION

1. Delete subclause (d) of clause 7, Wages of the award published 25 January 2002 (330 I.G. 1076) and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	221.00	243.00	293.00
Plus 1 year out of school	243.00	293.00	340.00
Plus 2 years	293.00	340.00	396.00
Plus 3 years	340.00	396.00	453.00
Plus 4 years	396.00	453.00	453.00
Plus 5 years or more	453.00	453.00	453.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/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	221.00	243.00	283.00
Plus 1 year out of school	243.00	283.00	325.00
Plus 2 years	283.00	325.00	382.00

Plus 3 years	325.00	382.00	435.00
Plus 4 years	382.00	435.00	435.00
Plus 5 years or more	435.00	435.00	435.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generative skills which have been defined for work at Skills Level C.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	221.00	243.00	278.00
Plus 1 year out of school	243.00	278.00	312.00
Plus 2 years	278.00	312.00	349.00
Plus 3 years	312.00	349.00	390.00
Plus 4 years	349.00	390.00	390.00
Plus 5 years or more	390.00	390.00	390.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships skill levels - A, B and C	221.00	243.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

SKILL LEVEL A	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	7.27	7.99	9.64
Plus 1 year out of school	7.99	9.64	11.18
Plus 2 years	9.64	11.18	13.03
Plus 3 years	11.18	13.03	14.90
Plus 4 years	13.03	14.90	14.90
Plus 5 years or more	14.90	14.90	14.90
SKILL LEVEL B			
School Leaver	7.27	7.99	9.31
Plus 1 year out of school	7.99	9.31	10.69
Plus 2 years	9.31	10.69	12.57
Plus 3 years	10.69	12.57	14.31
Plus 4 years	12.57	14.31	14.31
Plus 5 years or more	14.31	14.31	14.31
SKILL LEVEL C			
School Leaver	7.27	7.99	9.14
Plus 1 year out of school	7.99	9.14	10.26
Plus 2 years	9.14	10.26	11.48

Plus 3 years	10.26	11.48	12.83
Plus 4 years	11.48	12.83	12.83
Plus 5 years or more	12.83	12.83	12.83

Table 6 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skill Levels - A, B and C	7.27	7.99

3. This variation shall take effect from the first full pay period commencing on or after 1 April 2008.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

(1162)

SERIAL C6516

CONFECTIONERS (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 163 of 2008)

Before Commissioner Tabbaa

27 February 2008

VARIATION

1. Delete subclause (d) of clause 7, Wages of the award published 25 January 2002 (330 I.G. 1076) and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2 years	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	469.00
Plus 5 years or more	469.00	469.00	469.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/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	229.00	252.00	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00

Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	451.00
Plus 5 years or more	451.00	451.00	451.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generative skills which have been defined for work at Skills Level C.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	289.00
Plus 1 year out of school	252.00	289.00	325.00
Plus 2 years	289.00	325.00	363.00
Plus 3 years	325.00	363.00	406.00
Plus 4 years	363.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships skill levels - A, B and C	229.00	252.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

SKILL LEVEL A	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	7.53	8.29	9.97
Plus 1 year out of school	8.29	9.97	11.58
Plus 2 years	9.97	11.58	13.49
Plus 3 years	11.58	13.49	15.43
Plus 4 years	13.49	15.43	15.43
Plus 5 years or more	15.43	15.43	15.43
SKILL LEVEL B			
School Leaver	7.53	8.29	9.64
Plus 1 year out of school	8.29	9.64	11.09
Plus 2 years	9.64	11.09	13.03
Plus 3 years	11.09	13.03	14.84
Plus 4 years	13.03	14.84	14.84
Plus 5 years or more	14.84	14.84	14.84
SKILL LEVEL C			
School Leaver	7.53	8.29	9.51
Plus 1 year out of school	8.29	9.51	10.69
Plus 2 years	9.51	10.69	11.94

Plus 3 years	10.69	11.94	13.36
Plus 4 years	11.94	13.36	13.36
Plus 5 years or more	13.36	13.36	13.36

Table 6 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skill Levels - A, B and C	7.53	8.29

3. This variation shall take effect from the first full pay period commencing on or after 1 May 2008.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

(1162)

SERIAL C6517

CONFECTIONERS (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 163 of 2008)

Before Commissioner Tabbaa

27 February 2008

VARIATION

1. Delete subclause (d) of clause 7, Wages of the award published 25 January 2002 (330 I.G. 1076) and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	485.00
Plus 5 years or more	485.00	485.00	485.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/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	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00

Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	467.00
Plus 5 years or more	467.00	467.00	467.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generative skills which have been defined for work at Skills Level C.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2 years	300.00	338.00	377.00
Plus 3 years	338.00	377.00	422.00
Plus 4 years	377.00	422.00	422.00
Plus 5 years or more	422.00	422.00	422.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships skill levels - A, B and C	237.00	261.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

SKILL LEVEL A	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	7.80	8.59	10.30
Plus 1 year out of school	8.59	10.30	11.97
Plus 2 years	10.30	11.97	13.95
Plus 3 years	11.97	13.95	15.95
Plus 4 years	13.95	15.95	15.95
Plus 5 years or more	15.95	15.95	15.95
SKILL LEVEL B			
School Leaver	7.80	8.59	9.97
Plus 1 year out of school	8.59	9.97	11.48
Plus 2 years	9.97	11.48	13.49
Plus 3 years	11.48	13.49	15.36
Plus 4 years	13.49	15.36	15.36
Plus 5 years or more	15.36	15.36	15.36
SKILL LEVEL C			
School Leaver	7.80	8.59	9.87
Plus 1 year out of school	8.59	9.87	11.12
Plus 2 years	9.87	11.12	12.40

Plus 3 years	11.12	12.40	13.88
Plus 4 years	12.40	13.88	13.88
Plus 5 years or more	13.88	13.88	13.88

Table 6 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skill Levels - A, B and C	7.80	8.59

3. This variation shall take effect from the first full pay period commencing on or after 1 June 2008.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

CONFECTIONERS (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1532 of 2007)

Before Commissioner Bishop

14 March 2008

REVIEWED AWARD

1. Title
2. Application
3. Objective
4. Definitions
5. Training Conditions
6. Employment Conditions
7. Wages
8. Grievance Procedures
9. Anti-Discrimination
10. Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Weekly Rates - Industry/Skill Level A

Table 2 - Weekly Rates - Industry/Skill Level B

Table 3 - Weekly Rates - Industry/Skill Level C

Table 4 - School Based Traineeships

Table 5 - Hourly Rates for Trainees Who Have Left School

Table 6 - Hourly Rates for School Based Traineeships

Appendix A -Rates of Pay or Industry Skill Levels

PART A**1. Title**

This award shall be known as the Confectioners (State) Training Wage Award.

2. Application

- (a) Subject to subclause (c) of this clause, this award shall apply to persons who are undertaking a traineeship (as defined) and is to be read in conjunction with the Confectioners (State) Award, or any legally registered award or any former industrial agreement of the Industrial Relations Commission of New South Wales which covers the terms and conditions of employment of persons performing work covered by this award.
- (b) Notwithstanding (a), this award shall apply provisionally for an interim period:
 - (i) Starting upon the commencement date as recorded on a valid "Application to Establish a Traineeship" signed by both the employer and the Trainee, which has been lodged with the Relevant NSW Training Authority; and

- (ii) Ending upon the expiry of one calendar month period immediately following the employer's receipt of the Indenture Papers from the Relevant NSW Training Authority.

In any case, the duration for which this award may provisionally apply shall be no longer than two calendar month, or such longer period as may be required to accommodate a delay in processing the "Application to Establish a Traineeship" which is beyond the control of the employer.

- (c) The terms and conditions of the award in subclause (a) or any former agreement of the Industrial Relations Commission of New South Wales shall apply, except where inconsistent with this award.
- (d) Notwithstanding the foregoing, this award shall not apply to employees who were employed by an employer under an award referred to in subclause (a) of this clause prior to the date of approval of a traineeship relevant to the employer, except where agreed upon between the employer and the relevant union(s).
- (e) This award does not apply to the apprenticeship system or any training program, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998 or in an award that binds the employer.
- (f) At the conclusion of the traineeship, this Award shall cease to apply to the employment of the trainee and the Parent Award shall apply to the former trainee.

3. Objective

The objective of this award is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Nothing in this award shall be taken to replace the prescription of training requirements in the Parent Award.

4. Definitions

Structured Training means that training which is specified in the Training Plan, which is part of the Training Agreement registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a traineeship scheme and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in clause 5(f).

Parent Award means an award that applies to a Trainee, or that would have applied, but for the operation of this award.

Relevant Union means a union party to the making of the Parent Award and which is entitled to enrol the Trainee as a member.

Trainee is an individual who is a signatory to a Training Contract registered with the relevant NSW Training Authority and is involved in paid work and structured training which may be on or off the job. A trainee can be full-time, part-time or school-based.

School Based Trainee is a student enrolled in the Higher School Certificate or equivalent qualifications, who is undertaking a traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

Traineeship means a system of training which has been approved by the relevant NSW Training Authority and includes full-time traineeships and part-time traineeships including school-based traineeships.

Training contract means an instrument which establishes a Traineeship under the *Apprenticeships and Traineeships Act 2001*.

Training Plan means a programme of training which forms part of a Training Agreement registered with the Relevant NSW Training Authority

Relevant NSW Training Authority means the Department of Education and Training, or successor organisation. Year 10 for the purposes of this award, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

5. Training Conditions

- (a) The trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the Relevant NSW Training Authority in an accredited and relevant traineeship.
- (b) A Traineeship shall not commence until the relevant Training Agreement, has been signed by the employer and the trainee and lodged for registration with the Relevant NSW Training Authority.
- (c) The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (d) The employer shall provide a level of supervision in accordance with the traineeship agreement during the traineeship period.
- (e) The employer agrees that the overall training program will be monitored by officers of the Relevant NSW Training Authority and that training records or work books may be utilised as part of this monitoring process.
- (f) Training shall be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace (e.g., literacy, numeracy, problem solving, team work, using technology), and an Australian Vocational Certificate Level I.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (ii) 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 Qualification Framework Certificate Level II or above.

6. Employment Conditions

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part-time trainee for a period no greater than the equivalent of one year full-time employment.

For example, a part-time trainee working 2.5 days per week (including the time spent in approved training) works (and trains) half the hours of a full-time trainee and therefore their traineeship could extend for a maximum of two years.

In any event, unless the Relevant NSW Training Authority directs, the maximum duration for a traineeship shall be thirty six months.

By agreement in writing, and with the consent of the Relevant NSW Training Authority, the relevant employer 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.

- (b) A trainee shall be subject to a satisfactory probation period of up to one month, which may be reduced at the discretion of the employer.

- (c) Where the trainee completes the qualification in the Training Contract, earlier than the time specified in the Training Contract then the traineeship may be concluded by mutual agreement.
- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Apprenticeships and Traineeships Act 2001*, or mutual agreement.

An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, the Relevant NSW Training Authority of their decision.

- (e) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the Structured Training in accordance with the Training Contract.
- (f) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any Parent Award or any other legislative entitlements.
- (g)
 - (i) The Training Contract may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure the training program is successfully completed.
 - (ii) No Trainee shall work overtime or shift work on their own unless consistent with the provisions of the Parent Award.
 - (iii) No Trainee shall work shift work unless the relevant parties to this award agree that such shift work makes satisfactory provision for Structured 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.
 - (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Parent Award.
- (h) All other terms and conditions of the Parent Award that are applicable to the Trainee, or would be applicable to the Trainee but for this Award, shall apply unless specifically varied by this Award.
- (i) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full-time employment with the employer on successful completion of the Traineeship, shall not be entitled to any severance payment.

The following employment conditions apply specifically to part-time and school-based Trainees:

- (j) A part-time trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award shall apply to part time trainees except as specified in this clause.
- (k) A part-time trainee may, by agreement, transfer from a part-time to a full-time traineeship position should one become available.
- (l) The minimum daily engagement periods, applying to part-time employees, specified in the Parent Award(s) shall also be applicable to part-time trainees.

Where there is no provision for a minimum daily engagement period in the Parent Award(s) or other industrial instrument(s), applying to part-time employees, then the minimum start per occasion shall be 3 continuous hours, except in cases where it is agreed that there shall be a start of 2 continuous hours, on 2 or more days per week, provided that:

- (i) a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, or
- (ii) the place of work is within a distance of 5km from the employee's place of residence.

- (m) School-based trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the individual's last HSC examination paper.
- (n) For the purposes of this award, a school-based trainee shall become an ordinary trainee as at January 1 of the year following the year in which they ceased to be a school student.

7. Wages

Wages - Full-Time Trainees:

- (a) The weekly wages payable to full-time trainees shall be as follows:

Industry/Skill Level A	Table 1
Industry/Skill Level B	Table 2
Industry/Skill Level C	Table 3
School-Based Trainees	Table 4

- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship, which includes Structured Training as defined in this Award.
- (c) The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.
- (d) The rates of pay in this award include the State Wage Case 2007. 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 rate adjustments.
- (e) Appendix A sets out the skill level of a Traineeship. Where the actual traineeship is listed in Appendix A the rate of pay or skill level in respect of the traineeship is determinative of the actual rate of pay or skill levels (i.e. skill levels A, B or C) that are contained in the Traineeship. Where a new traineeship for the purpose of this award is established by the relevant authority, the determination of the appropriate rate of pay or skill level for the purpose of determining the appropriate wage rate shall be based on the following criteria:
 - (i) Any agreement of the parties or submission by the parties;
 - (ii) The nature of the industry;
 - (iii) The total training plan;
 - (iv) Recognition that training can be undertaken in stages;
 - (v) The exit skill level in the Parent Award contemplated by the traineeship.

A trainee engaged in a traineeship prior to 22 April 2002, who is paid rates of pay or receives conditions that are better than the rates of pay or conditions in this award, shall not be financially or otherwise disadvantaged through the introduction of this clause and shall maintain their existing rate of pay and/or prior conditions until the cessation of the traineeship.

- (f) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:
 - (i) Include any period of schooling beyond Year 10, which was not part of nor contributed to, a completed year of schooling;

- (ii) Include any period during which a trainee repeats, in whole or part, a year of schooling beyond Year 10;
- (iii) Not include any period during a calendar year in which a year of schooling is completed; and
- (iv) have effect on an anniversary date, being 1 January in each year.

Wages for Part-time and School-Based Trainees:

- (g) This clause shall apply to trainees who undertake a traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.
- (h) Table 5 - Hourly Rates for Trainees Who Have Left School and Table 6 -Hourly Rates for School Based Traineeships of Part B, Monetary Rates are the hourly rates of pay 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 38 hour week.
 - (i) The hours for which payment shall be made are determined as follows:
 - (i) Where the approved training for a traineeship (including a school based traineeship) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part time trainee on-the-job.
 - (ii) Where the approved training is undertaken on-the-job in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full time traineeship):
 - (1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
 - (2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
 - (iii) Where the normal full time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.
- (j) For traineeships not covered by subclause (h) above, the following formula for the calculation of wage rates shall apply:

The wage rate shall be pro-rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship which may also be varied on the basis of the following formula

$$\frac{\text{Wage} = \text{Full time wage rate}}{\quad} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{30.4^*}$$

Note: 30.4 in the above formula represents 30 ordinary full-time hours less the average training time for full-time trainees (i.e. 20%). A pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary full-time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (i) "Full-time wage rate" means the appropriate rate as set out in Table 1 - Industry/Skill Level A, Table 2 - Industry/Skill Level B, Table 3 - Industry/Skill Level C and Table 4 - School-based Traineeships of Part B, Monetary Rates.

- (ii) "Trainee hours" shall be the hours worked per week, including the time spent in Structured Training. For the purposes of this definition, the time spent in Structured Training may be taken as an average for that particular year of the Traineeship.
- (iii) "Average weekly training time" is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

$$\text{Average weekly Training Time} = \frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full-time Trainee whose ordinary hours are 38 per week. A pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary time hours. For example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the Training Contract will require a trainee to be employed for sufficient hours to complete all requirements of the Traineeship, including the on the job work experience and demonstration of competencies. The parties also note that this would result in the equivalent of a full day's on the job work per week.

Example of the calculation for the wage rate for a part-time traineeship

A school student commences a traineeship in year 11. The ordinary hours of work in the relevant award are 38. The training agreement specifies two years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in year 11 is:

$$\$181 \times \frac{15 - 3.8}{30.4} = \$66.68 \text{ plus any applicable penalty rates under the Parent Award.}$$

The wage rates varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if "trainee hours" change.

8. Grievance Procedures

- (a) Procedures relating to grievances of individual trainees -
- (i) A trainee shall notify the employer as to the substance of any grievance and request a meeting with the employer for bilateral discussions in order to settle the grievance.
- (ii) If no remedy to the trainee's grievance is found, then the employee shall seek further discussion and attempt to resolve the grievance at a higher level of authority, where appropriate.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) At the conclusion of the discussion, the employer must provide a response to the trainee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy. At this stage, an employer or a trainee may involve an industrial organisation of employers or employees of which he/she is a member.

- (v) If no resolution of the trainee's grievance can be found, then
 - (i) if the dispute relates to issues of training then the matter may be referred to the NSW Commissioner for Vocational Training in accordance with the *Apprenticeships and Traineeships Act 2001*; or
 - (ii) if the dispute relates to industrial issues then the matter may be referred to the Industrial Relations Commission of New South Wales by either the employer, an industrial organisation of employers or a union representing the trainee.
- (vi) Whilst this grievance procedure is being followed, normal work shall continue.
 - (a) Procedures relating to disputes, etc., between employers and their trainees:
 - (i) A question, dispute or difficulty must initially be dealt with at the store level where the problem has arisen. If the problem cannot be solved at this level, the matter shall be referred to a higher level of authority.
 - (ii) If no resolution can be found to the question, dispute or difficulty the matter may be referred to the Industrial Relations Commission of New South Wales by any party to the dispute or the industrial organisation representing any of the parties to the dispute.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iv) While a procedure is being followed, normal work must continue.
 - (v) 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 purposes of each procedure.

9. Anti-Discrimination

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

- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by 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".

10. Area, Incidence and Duration

It is the intention of this award that it shall only apply where there are declared Traineeships (as defined) in place, excluding the County of Yancowinna.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Confectioners (State) Training Wage Award published on 25 January 2002 (330 IG 1076), as varied.

The award published on 25 January 2002 took effect from the first full pay period on or after 20 July 2001.

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for the Review of Awards by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 14 March 2008.

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

PART B

MONETARY RATES

2004 STATE WAGE CASE

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed 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	215.00	235.00	284.00
Plus 1 year out of school	235.00	284.00	330.00
Plus 2 years	284.00	330.00	384.00
Plus 3 years	330.00	384.00	439.00
Plus 4 years	384.00	439.00	439.00
Plus 5 years or more	439.00	439.00	439.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/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.

School Leaver	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	215.00	235.00	274.00
Plus 1 year out of school	235.00	274.00	315.00
Plus 2 years	274.00	315.00	370.00
Plus 3 years	315.00	370.00	421.00
Plus 4 years	370.00	421.00	421.00
Plus 5 years or more	421.00	421.00	421.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generative skills which have been defined for work at Skill Level C.

School Leaver	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	215.00	235.00	268.00
Plus 1 year out of school	235.00	268.00	301.00
Plus 2 years	268.00	301.00	337.00
Plus 3 years	301.00	337.00	376.00
Plus 4 years	337.00	376.00	376.00
Plus 5 years or more	376.00	376.00	376.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
School based traineeships skill Levels- A, B and C	215.00	235.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

	Year 10 \$	Year 11 \$	Year 12 \$
	SKILL LEVEL A		
School Leaver	7.07	7.73	9.34
Plus 1 year out of school	7.73	9.34	10.86
Plus 2 years	9.34	10.86	12.63
Plus 3 years	10.86	12.63	14.44
Plus 4 years	12.63	14.44	14.44
Plus 5 years or more	14.44	14.44	14.44

SKILL LEVEL B			
School Leaver	7.07	7.73	9.01
Plus 1 year out of school	7.73	9.01	10.36
Plus 2 years	9.01	10.36	12.17
Plus 3 years	10.36	12.17	13.85
Plus 4 years	12.17	13.85	13.85
Plus 5 years or more	13.85	13.85	13.85
SKILL LEVEL C			
School Leaver	7.07	7.73	8.82
Plus 1 year out of school	7.73	8.82	9.90
Plus 2 years	8.82	9.90	11.09
Plus 3 years	9.90	11.09	12.37
Plus 4 years	11.09	12.37	12.37
Plus 5 years or more	12.37	12.37	12.37

Table 6 - Hourly Rates for School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
Skills Level A, B and C	7.07	7.73

The rates for the 2004 State Wage Case shall take effect from the first full pay period commencing on or after 27 February 2008.

2005 STATE WAGE CASE

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed 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	221.00	243.00	293.00
Plus 1 year out of school	243.00	293.00	340.00
Plus 2 years	293.00	340.00	396.00
Plus 3 years	340.00	396.00	453.00
Plus 4 years	396.00	453.00	453.00
Plus 5 years or more	453.00	453.00	453.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/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.

School Leaver	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	221.00	243.00	283.00
Plus 1 year out of school	243.00	283.00	325.00
Plus 2 years	283.00	325.00	382.00
Plus 3 years	325.00	382.00	435.00
Plus 4 years	382.00	435.00	435.00
Plus 5 years or more	435.00	435.00	435.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generative skills which have been defined for work at Skill Level C.

School Leaver	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	221.00	243.00	278.00
Plus 1 year out of school	243.00	278.00	312.00
Plus 2 years	278.00	312.00	349.00
Plus 3 years	312.00	349.00	390.00
Plus 4 years	349.00	390.00	390.00
Plus 5 years or more	390.00	390.00	390.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
School based traineeships skill Levels- A, B and C	221.00	243.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

SKILL LEVEL A	Year of schooling		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	7.27	7.99	9.64
Plus 1 year out of school	7.99	9.64	11.18
Plus 2 years	9.64	11.18	13.03
Plus 3 years	11.18	13.03	14.90
Plus 4 years	13.03	14.90	14.90
Plus 5 years or more	14.90	14.90	14.90

SKILL LEVEL B			
School Leaver	7.27	7.99	9.31
Plus 1 year out of school	7.99	9.31	10.69
Plus 2 years	9.31	10.69	12.57
Plus 3 years	10.69	12.57	14.31
Plus 4 years	12.57	14.31	14.31
Plus 5 years or more	14.31	14.31	14.31
SKILL LEVEL C			
School Leaver	7.27	7.99	9.14
Plus 1 year out of school	7.99	9.14	10.26
Plus 2 years	9.14	10.26	11.48
Plus 3 years	10.26	11.48	12.83
Plus 4 years	11.48	12.83	12.83
Plus 5 years or more	12.83	12.83	12.83

Table 6 - Hourly Rates for School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
Skills Level A, B and C	7.27	7.99

The rates for the 2005 State Wage Case shall take effect from the first full pay period commencing on or after 1 April 2008.

2006 STATE WAGE CASE**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed 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	229.00	252.00	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2 years	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	469.00
Plus 5 years or more	469.00	469.00	469.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/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.

School Leaver	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	451.00
Plus 5 years or more	451.00	451.00	451.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generative skills which have been defined for work at Skill Level C.

School Leaver	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	289.00
Plus 1 year out of school	252.00	289.00	325.00
Plus 2 years	289.00	325.00	363.00
Plus 3 years	325.00	363.00	406.00
Plus 4 years	363.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
School based traineeships skill Levels- A, B and C	229.00	252.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

	Year 10 \$	Year 11 \$	Year 12 \$
	SKILL LEVEL A		
School Leaver	7.53	8.29	9.97
Plus 1 year out of school	8.29	9.97	11.58
Plus 2 years	9.97	11.58	13.49
Plus 3 years	11.58	13.49	15.43
Plus 4 years	13.49	15.43	15.43
Plus 5 years or more	15.43	15.43	15.43

SKILL LEVEL B			
School Leaver	7.53	8.29	9.64
Plus 1 year out of school	8.29	9.64	11.09
Plus 2 years	9.64	11.09	13.03
Plus 3 years	11.09	13.03	14.84
Plus 4 years	13.03	14.84	14.84
Plus 5 years or more	14.84	14.84	14.84
SKILL LEVEL C			
School Leaver	7.53	8.29	9.51
Plus 1 year out of school	8.29	9.51	10.69
Plus 2 years	9.51	10.69	11.94
Plus 3 years	10.69	11.94	13.36
Plus 4 years	11.94	13.36	13.36
Plus 5 years or more	13.36	13.36	13.36

Table 6 - Hourly Rates for School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
Skills Level A, B and C	7.53	8.29

The rates for the 2006 State Wage Case shall take effect from the first full pay period commencing on or after 1 May 2008.

2007 STATE WAGE CASE

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed 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	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	485.00
Plus 5 years or more	485.00	485.00	485.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/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.

School Leaver	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	467.00
Plus 5 years or more	467.00	467.00	467.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generative skills which have been defined for work at Skill Level C.

School Leaver	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2 years	300.00	338.00	377.00
Plus 3 years	338.00	377.00	422.00
Plus 4 years	377.00	422.00	422.00
Plus 5 years or more	422.00	422.00	422.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
School based traineeships skill Levels- A, B and C	237.00	261.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

	Year 10 \$	Year 11 \$	Year 12 \$
	SKILL LEVEL A		
School Leaver	7.80	8.59	10.30
Plus 1 year out of school	8.59	10.30	11.97
Plus 2 years	10.30	11.97	13.95
Plus 3 years	11.97	13.95	15.95
Plus 4 years	13.95	15.95	15.95
Plus 5 years or more	15.95	15.95	15.95

SKILL LEVEL B			
School Leaver	7.80	8.59	9.97
Plus 1 year out of school	8.59	9.97	11.48
Plus 2 years	9.97	11.48	13.49
Plus 3 years	11.48	13.49	15.36
Plus 4 years	13.49	15.36	15.36
Plus 5 years or more	15.36	15.36	15.36
SKILL LEVEL C			
School Leaver	7.80	8.59	9.87
Plus 1 year out of school	8.59	9.87	11.12
Plus 2 years	9.87	11.12	12.40
Plus 3 years	11.12	12.40	13.88
Plus 4 years	12.40	13.88	13.88
Plus 5 years or more	13.88	13.88	13.88

Table 6 - Hourly Rates for School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
Skills Level A, B and C	7.80	8.59

The rates for the 2007 State Wage Case shall take effect from the first full pay period commencing on or after 1 June 2008.

APPENDIX A

Rates of Pay or Industry/Skill Levels

At the Parent Award Rate of Pay:

Industry/Skill Level A
Food Processing Certificate III

Industry/Skill Level B
Food Processing Certificate II

Industry/Skill Level C
Nil

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(1298)

SERIAL C6498

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Environment and Climate Change NSW.

(No. IRC 202 of 2008)

Before Commissioner Macdonald

29 February 2008

VARIATION

1. Delete subclause 7.4 of clause 7, General Conditions of Employment, of the award published 15 February 2008 (364 I.G. 1265), and insert in lieu thereof the following:

7.4 Allowances

7.4.1 The parties agree that all allowances previously paid to staff covered by this Award, including the Pager Allowance, have been rolled into salary with the exception of the allowances in subclauses 7.4.2, 7.4.3 and 7.4.4, the rates for which are specified in Part B, of this award at Table 2 and Table 3.

7.4.2 The allowances referred to in clauses 7.4.3 and 7.4.4 of this clause are functional allowances and are not payable when staff are absent on any form of paid leave of 20 working days or 4 weeks, whichever is the greater. The allowances referred to in clause 7.4.5 of this clause are annualised allowances and will continue to be paid to staff when on authorised paid leave.

7.4.3 Chokage Allowance - the allowance will be calculated as:

- (i) (hourly rate x normal hours of work) x pay period
- (ii) using the hourly rate as contained in Part B, Table 2 for chokage, the pay period may be weekly, fortnightly or monthly.
- (iii) This is a weekly allowance which will be paid each fortnight in recognition of the need for the performance of chokage work.

7.4.4 Asbestos Allowance - the allowances will be calculated as:

- (i) (hourly rate x normal hours of work) x pay period
- (ii) using the hourly rate as contained in Part B, Table 2 'Asbestos - materials containing' the pay period may be weekly, fortnightly or monthly.
- (iii) This is a weekly allowance which will be paid each fortnight in recognition of working with bonded materials containing asbestos.
- (iv) Staff will be provided with and shall use the appropriate safety equipment required for working with bonded materials containing asbestos.
- (v) Bonded asbestos material means any material, other than friable asbestos material, that contains asbestos.

- (vi) No staff member is to attempt to remove or work with materials that contain or are highly likely to contain, friable asbestos.
- (vii) Friable Asbestos means any material that contains asbestos and is in the form of a powder or can be crumbled, pulverised or reduced to powder by hand pressure when dry.
- (viii) The parties also agree that staff have the right to refuse to work with asbestos if such work is considered too hazardous.

7.4.5 Plumbers' Licence Allowance and Plumbers' Registration Allowance - the allowance will be calculated as:

- (i) $\frac{\text{(annual rate)}}{52.17657} \times \text{pay period}$
- (ii) using the applicable annual rate as contained in Part B, Table 3 the pay period may be weekly, fortnightly or monthly.
- (iii) This is a weekly allowance which will be paid each fortnightly in recognition of staff required to act on such a Licence.

2. Delete Table 2, Allowances of Part B, Rates and Allowances, and insert in lieu thereof the following:

Table 2 - Allowances

Date of Increase	% Increase	Asbestos - material containing			Chokage		
		Per Hour	Per Day	Per Week	Per Hour	Per Day	Per Week
1/01/2003	4%	\$0.61	\$4.64	\$23.18	\$0.75	\$5.69	\$28.40
1/07/2003	5%	\$0.64	\$4.86	\$24.32	\$0.78	\$5.97	\$29.82
1/07/2004	4%	\$0.67	\$5.09	\$25.46	\$0.82	\$6.21	\$31.01
1/07/2005	4%	\$0.70	\$5.32	\$26.60	\$0.85	\$6.46	\$32.25
1/07/2006	4%	\$0.73	\$5.55	\$27.74	\$0.88	\$6.72	\$33.54
FFPP 1/07/2007	4%	\$0.76	\$5.78	\$28.88	\$0.92	\$6.96	\$34.89

Date of Increase	% Increase	Registration			Licence		
		Per Hour	Per Week	Per Annum	Per Hour	Per Week	Per Annum
1/01/2003	4%	\$0.60	\$23.13	\$1,206.86	\$1.05	\$23.89	\$1,481.02
1/07/2003	5%	\$0.63	\$23.94	\$1,249.15	\$1.10	\$41.80	\$2,181.06
1/07/2004	4%	\$0.66	\$24.90	\$1,299.12	\$1.14	\$43.47	\$2,268.31
1/07/2005	4%	\$0.69	\$25.89	\$1,351.09	\$1.19	\$45.21	\$2,359.04
1/07/2006	4%	\$0.72	\$26.93	\$1,405.13	\$1.24	\$47.02	\$2,453.40
FFPP 1/07/2007	4%	\$0.75	\$28.01	\$1,461.33	\$1.29	\$48.90	2,551.54

3. This variation shall take effect on and from 29 February 2008.

A. MACDONALD, Commissioner

(1773)

SERIAL C6484

CROWN EMPLOYEES (NSW DEPARTMENT OF LANDS - GRAPHIC SERVICE OPERATORS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1702 of 2007)

Before Commissioner Ritchie

18 February 2008

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Parties
3.	Title of Award
4.	Intention
5.	General Employment Conditions
5.1	Hours of Work
5.2	Shift Transfer
5.3	Ten-hour Shift - Conditions
5.4	Accrual of Hours for Paid Leave
5.5	Classification Title and Description
5.6	Job Evaluations - Position Descriptions
5.7	Employment Security
5.8	Redundancy Provisions
5.9	Training Education and Skills Level Progression
5.10	Superannuation
5.11	Worker's Compensation
5.12	Anti-Discrimination
5A.	School Based Apprentices
6.	Wages and Allowances
6.1	Remuneration
6.2	Allowances
6.3	Overtime
6.4	Deduction of Union Membership Fees
7.	Leave
7.1	Leave Conditions (General)
7.2	Family and Community Service Leave, Personal/Carer's Leave, Parental Leave
7.3	Leave Loading
7.4	Trade Union Training Leave
8.	Consultation, Grievance Procedures
8.1	Employee Representative Body
8.2	Ongoing Award Review
8.3	Introduction of Change
8.4	Dispute or Grievance Handling Procedures
9.	Safety
9.1	Occupational Health and Safety

- 9.2 Protective Clothing
- 10. Declaration
- 11. Savings of Rights
- 12. Area, Incidence and Duration

Schedule A

PART B

MONETARY RATES

Table 1 - Rates of Pay

Appendix 1 - Graphic Service Operator Class 2 Multi-Skilling Training Programme

Appendix 2 - Graphic Service Operator Class 1 Multi-Skilling Training Programme

Appendix 3 - Graphic Service Operator Shift Supervisor Training Programme

Appendix 4 - Premier's Memoranda 88-40 / 91-23 / 96-17 and 97-24

Appendix 5 - Graphic Service Operator Ten-Hour Shift Roster Detail Form

1. Definitions

"Employee" means and includes all persons appointed as Graphic Service Operators, Department of Lands and who at the date of commencement of this award were occupying one of the positions covered by this award or who after that date were appointed to such position but does not include any person who resigned or whose services were terminated prior to the signing of this award.

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

"Department" means the NSW Department of Lands, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.

"Unions" means the Australian Manufacturing Workers Union (AMWU) and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

"Graphic Service Operator" means any employee engaged for the major purpose of operating printing machines (including film printing machines), photo typesetting, graphic reproduction, book-binding, graphic design, large format camera operation, contact printing, enlarging and film print development.

"Quality Management" (QM) means the philosophy that involves employees at all levels taking responsibility for the continuous improvement of all processes, products and services of the organisation.

"Work Team" means a committee consisting of: the Manager, Graphic Services; the Shift Supervisor of the relevant production area and the employee representative from the relevant production area.

"Consent Award Committee" means a committee consisting of: the Manager, Production and Business Development; the Manager, Human Resource Services; the Manager, Graphic Services; the AMWU Delegates and the elected representative of the PSA, AMWU and /or PSA Industrial Officers as required.

"ACTU." means the Australian Council of Trade Unions.

"TAFE NSW" means the New South Wales TAFE Commission.

"A & C" means the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007.

2. Parties

This award is made pursuant to the provisions of the *Industrial Relations Act 1996*, between:

The Director of Public Employment, employer for industrial purposes under the *Public Sector Employment and Management Act 2002*, the Department of Lands, the Australian Manufacturing Workers Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales and shall be binding upon the DPE, the Department and all employees as defined by the award.

3. Title of Award

This award shall be known as the Crown Employees (NSW Department of Lands - Graphic Service Operators) Award.

4. Intention

The purpose of this award is to regulate the terms and conditions of employment of Graphic Service Operators employed in the Department of Lands.

Schedule A specifies the award provisions that this award replaces.

4.1 Objectives of Award

This award reflects a change in the traditional Management/Union relationship. It has been developed through a process of consultation and participation with all parties and reflects the ongoing commitment to making the Graphic Services branch of the Department of Lands a fully competitive operational enterprise in an open market place.

This award has at its core the movement from a control- to a commitment-driven organisation. Employees covered by the award will attain greater skill flexibility and access to a career path. They will have greater participation in decision-making and involvement in matters that have an impact on their working environment. This will mean greater control over their work priorities, structure and outputs and the acceptance of greater responsibility and accountability. These changes will lead to increased productivity.

This award encompasses the values and principles of Quality Management (QM) and represents a new mode of working within the Department of Lands.

4.2 Quality Assurance

The aim of the Quality Assurance commitment is to constantly reassess our working procedures and production processes so that the best possible customer service can be delivered and the highest product quality achieved in our existing environment.

In achieving these goals the Management of the Department and employees covered by this award are committed to the principles of Quality Management. The primary focus of this commitment is the ongoing compliance of the Graphic Services component of Land and Property's Quality System certified to the Australian Standard for quality assurance in design, development, production, installation and servicing AS/NZS 9001:2000.

5. General Employment Conditions

5.1 Hours of Work

1. The ordinary working hours shall be 38 hours per week and not exceed eight and three quarter hours per day. Except where provided for elsewhere in this award, the maximum hours to be worked in any one week are not to exceed 40 hours with the additional two hours per week being cumulative over a four-week period to provide the employee with one rostered day off (RDO) every four weeks. Rostered days off are to be taken with the mutual consent of both the Department through the Manager, Graphic Services and employees and may be accumulated to a maximum of five rostered days off.
2. Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes, with the exception of extended leave and sick leave-workers' compensation, which shall be paid as follows.
3. Where the employee is absent on extended leave and/or sick leave-workers' compensation for the whole of one or more cycle of four weeks, the time involved shall not be regarded as accruing 0.4 of one hour for each day of paid absence.
4. Where the employee is absent on extended leave and/or sick leave-workers' compensation during the cycle of four weeks and returns to work prior to or on the rostered day off, the time involved during the current cycle shall be regarded as accruing 0.4 of one hour for each day of paid absence.
5. No period of work is to exceed five hours without a break for meals. The minimum time allowance for meals shall be 30 minutes with a maximum of one hour. A morning and afternoon tea break of not more than ten minutes' duration on each occasion shall be allowed each individual employee, at a time to be arranged by the Department, and shall be regarded as time worked.
6. For the purposes of this award, ten-hour shifts are permitted subject to the provisions set out in this award.

"Day shift" means any shift requiring work to be performed between the hours of 6.00 a.m. and 6.00 p.m.

"Afternoon shift" means any shift finishing after 6.00 p.m. and at or before 12.45 a.m.

"Night shift" means any shift finishing after 12.45 a.m. and or before 10.00 a.m.

5.2 Shift Transfer

An employee who is transferred from any shift to any other shift shall be allowed a ten-hour break between the finishing of the last shift and the commencement of the new rostered shift. An employee shall not be transferred from day shift to night shift or vice versa more than once in a working week.

5.3 Ten-hour Shifts - Conditions

General

1. The ordinary working hours shall be 38 hours per week and, subject to exceptions, not exceed ten and a half hours per day. The maximum ordinary hours worked in any one week shall not exceed 40 hours with the additional two hours per week being cumulative over a five-week period.
2. Rostered days off are to be taken with the mutual consent of both the Department through the Manager, Graphic Services Branch and/or the relevant work team and may be accumulated to a maximum of five rostered days off.

3. Ordinary working hours will only change to ten-hour shift conditions when sufficient work is available and the change is approved by the Manager, Graphic Services

5.4 Ten - hour Shifts - Accrual of Hours for Paid Leave and Roster Arrangements

1. Sick Leave

For each day of paid sick leave taken, eight or ten hours (depending on mode of operation) shall be credited to the employee towards the minimum weekly requirements of 38 hours.

Where sick leave is taken in any cycle of one week, the total hours worked and the hours deemed to be as sick leave shall in total add up to a minimum of 38 hours. Where the employee seeks to accumulate an additional two hours towards a rostered day off, then 40 hours must be deemed to have worked.

2. Public Holidays

Public holiday entitlements for employees on ten-hour shifts shall be the same as if the employee was rostered to work an eight-hour five-day (Monday to Friday) roster.

Where a public holiday occurs during any cycle of one week, it shall be regarded as eight or ten hours worked towards the minimum weekly requirement of 38 hours (depending on the mode of operation).

3. Recreation Leave

Recreation leave is allocated on the basis that one day of recreation leave shall be recorded as eight or ten hours worked towards the minimum weekly requirement of 38 hours (depending on the mode of operation).

Recreation leave will be as indicated in Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006. Refer clause 78.

4. Extended Leave and Sick Leave

Each day of paid extended leave and sick leave shall be regarded as eight hours worked.

Where the employee is absent on extended leave and/or sick leave for the whole of one or more cycle of five weeks, the time involved shall not be regarded as accruing 0.5 of one hour for each eight hours of paid absence.

Where the employee is absent on extended leave and/or sick leave during the cycle of five weeks and returns to work prior to or on the rostered day off, the time involved during the current cycle shall be regarded as accruing 0.5 of one hour for each eight hours of paid absence.

5. Meal Breaks

No period of work is to exceed five hours without a break for meals. The minimum time allowance for meals will be 30 minutes with a maximum of one hour.

A morning and afternoon tea break of not more than ten minutes duration on each occasion shall be allowed to each individual employee, at a time to be arranged by the Department, and shall be regarded as time worked.

6. Implementation and Alteration to Rosters

All ten-hour rosters, identifying the names of staff and the times and days of the week to be worked, shall be documented (in triplicate) on form AD GS FORM 001. The roster shall be

approved a minimum of one week prior to the implementation date. Copies of the roster shall be distributed and held as follows:

Pink copy - Retained in the "Ten-hour Roster Book" and held by the Manager, Graphic Services

Green copy - Appropriate work team

Original - Appropriate Shift Supervisor

All sets of triplicate AD GS FORMS shall be consecutively numbered with only one ten-hour roster book in circulation at any given time. The ten-hour roster book shall at all times be controlled by the Manager Graphic Services.

The approval of a ten-hour roster shall be conditional on the Manager, Graphic Services, the relevant Shift Supervisor and a representative of the appropriate work team authorising and signing the ten-hour shift roster form.

7. Duration of Rosters

Each approved ten-hour roster shall stand for a minimum period of one week. The period of the roster shall be recorded on the ten-hour shift roster form.

8. Alteration/Termination of Roster

Where exceptional circumstances can be proven, the Manager, Graphic Services, appropriate Shift Supervisor and work team may agree to extend, or terminate the roster. The reasons for alteration to an approved roster shall be recorded.

9. Employee Transfer from or to Existing Ten-Hour Roster

An employee may only transfer from or to a ten-hour roster after approval has been obtained from the Manager, Graphic Services, appropriate Shift Supervisor and the relevant work team roster transfers shall be recorded.

5.5 Classification Title and Description

1. Classification Title

All work performed in the Department of Lands, Graphic Services Branch Bathurst site will be covered by the following classifications:

Indentured Apprentices and Trainees

Graphic Service Operator Class 2

Graphic Service Operator Class 1

Graphic Service Operator - Shift Supervisor.

2. Classification Description

Graphic Service Operator Class 2

An operator will be classified as Class 2 if they are not in receipt of one of the following certificates:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP31399

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP31499

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30399

TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency-based Training Program (TAFE NSW verified).

Relevant Australian Qualifications Framework (AQF) Certificate III or higher

A recognised "Certificate of Competency" in one of the above or a similar discipline from an interstate or overseas institution.

There will be a four-level career structure for all employees covered by this classification. Progression through the career path will be dependent on the gaining of additional skills as set out in Appendix 1- Graphic Service Operator Class 2 Multi-skilling Training Programme.

Upon successful completion of the Graphic Services Operator Class 2 Competency-based Training Program, an operator shall be eligible to advance to Class 1 status.

3. Graphic Service Operator Class 1

An operator will be classified as Class 1 if they possess one of the following certificates:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP31399

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP31499

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30399

TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency-based Training Program (TAFE NSW verified)

Relevant Australian Qualifications Framework Certificate III or higher.

A recognised "Certificate of Competency" in one of the above or a similar discipline from an interstate or overseas institution.

There will be a six-level career structure for all employees covered by this classification. Progression through the career path will be dependent on gaining of additional skills as set out in Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme.

4. Graphic Service Operator - Shift Supervisor

The Shift Supervisor positions are gained through successful appointment through a merit-based process within the Department of Lands, Graphic Services Bathurst site. They are trade-based and open to people who possess one or more of the following qualifications:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP31399

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP31499

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30399

TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency Based Training Program (TAFE NSW verified)

Relevant Australian Qualifications Framework Certificate III or higher

Equivalent qualifications

5.6 Job Evaluations - Position Descriptions

Parties agree to continue discussions concerning job evaluation methodology to be used in determining job level outcomes within Graphic Services.

A nominated member of the AMWU/PSA or an accredited representative of an approved supplier shall fully participate in the preparation of evaluations of all job descriptions.

The AMWU and PSA will undertake the task of having position descriptions completed in accordance with departmental policies relating to job evaluations.

Job evaluations for Graphic Service Operator positions may be evaluated in accordance with departmental policy.

Transition Committee

A Transition Committee will be formed and will consider issues affecting staff moving to a new structure. The Committee will determine whether a position is new or existing and determine the most suitable method of filling positions having regard to merit and fairness to all staff.

The Committee will ensure that any officer who has been paid a continuous Higher Duties Allowance (HDA) for in excess of 12 months (only immediately prior to promotion) has their HDA service taken into account when promoted to another position.

If agreement cannot be reached in this Committee, the Director General will facilitate a resolution.

5.7 Employment Security

The Department's policy is to preserve employment. The parties recognise that over a period of time there will be a change in the nature of jobs and skills required will change. In the event that an employee's job is made redundant by new technology or work methods, every attempt will be made to offer the employee an alternative position together with the requisite training. In the event that suitable alternative employment cannot be provided to those who qualify for redundancy payments, the Government's policy at the time will apply. It is agreed that during the term of this award resignations and retirements will take place. The decision of whether to replace particular jobs will be subject to review by the Consent Award Committee. If an agreement cannot be reached, the issue will be handled through the agreed grievance procedure.

5.8 Redundancy Provisions

The redundancy provisions as contained in the DPE Managing Displaced Employees Policy from time to time will apply to all eligible employees covered by this award.

5.9 Training, Education and Skills Level Progression

1. General

All training will be competency-based with the exception of indentured apprentices, trainee Graphic Designers and employees undertaking training as part of the Australian Qualifications Framework.

Note: General training outside of AQF and/or MS competency-based training will be in line with the Department's Individual Development and Feedback Program.

The parties agree that all employees shall be provided with opportunities for career, professional and personal development. The joint aim is to develop a highly skilled and efficient workforce and to ensure that all employees are sufficiently skilled to meet the present and future needs of the Department.

The Department's commitment to training and development will include (but will not be limited to):

The reimbursement of 100% of the course fees on successful completion of study for employees undertaking tertiary or vocational studies that relate directly to the position occupied. Where a Manager considers that the study does not relate directly to the position but will be beneficial to the organisation, and approves reimbursement of fees upon successful completion, this may be within the range of 50% to 100%. The Director General or his/her delegate will determine any appeal relating to decisions concerning payment of course fees;

A commitment to the provision of external training programs;

Implementation of a Management Development Program;

The provision of training and re-training wherever re-organisation creates new skill requirements;

Equipping all employees with skills and ability to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;

Providing training in information technology to enable employees to use the technological tools required to perform their duties;

Providing the training needed to ensure that those employees whose performance has been identified as deficient have every opportunity to improve their performance;

Equity of access to training and development opportunities for all employees, including part-time employees;

Dependent care assistance (dependent care, by way of payment, may be provided to enable employees with dependent responsibilities to pursue training and development opportunities).

During the life of this instrument, the Department agrees to examine and implement various options to facilitate skill enhancement and career development for all employees. These options may include:

Job rotation;

Secondments;

Participation in work forums;

Placements in other organisations with the agreement of the officer;

Mentor and coaching programs;

Attendance at conferences and seminars;

Employee exchange programs with the agreement of the officer.

In order to meet these aims, the following have been agreed by the parties:

A commitment to updating skill profiles from the Training Needs Analysis process to assist staff and Management to determine appropriate training needs;

To include employee training and development responsibilities in the key accountabilities of all Managers and Supervisors;

Individual employees will assume personal responsibility to participate in appropriate training and development and skill-enhancing activities.

Furthermore, the parties agree to an ongoing commitment to the implementation of the national training reform agenda, that is, the promotion and implementation of the public services training package through the NSW Public Sector Industry Training Advisory Body (PSITAB). This includes embracing the development of a National Competencies training project, encompassing:

Registration of current Workplace Trainers and Assessors with the PSITAB;

An increase in the number of Workplace Trainers and Assessors within the Department;

Time for Trainers and Assessors to recognise the current competencies held by departmental employees.

In-house training to be in line with National Competency standards so employees can work toward nationally-recognised public sector qualifications.

2. Australian Qualification Framework

As part of the ongoing commitment to learning within Graphic Services, the Australian Qualifications Framework (AQF) has been adopted as the framework to promote up-skilling and continued learning. Wherever possible, AQF-accredited courses shall be used as a means to provide skills and re-skill employees covered by this award.

The Consent Award Committee shall determine AQF courses relevant to Graphic Services skill requirements

3. Multi-skilling within Graphic Services

Clearly defined and agreed performance standards will be set. Employees will have to demonstrate capability against these standards as part of the training process. Additional training will be given as required. In certain circumstances, where the work team deems it necessary, skill verification may be sought by the Graphic Arts section of TAFE NSW or the Australian Capital Territory Institute of TAFE.

Training will be self-paced and self-motivated and employees will be actively encouraged to participate in their own learning. Training will be developed on a modular basis where possible. It will be consistent with the work skills identified through the job skills audit system. The role of every employee in training others is recognised and all employees will be given the opportunity to receive formal training in how to train others. The work team will be responsible for the scheduling of training for that work team. Emphasis will be given to training consistent with the skill required by the work team.

Employees will acquire mutually-agreed skills appropriate to the career path structure. On developing sufficient skills to move into the next skill level, the employee will attract the appropriate remuneration for that skill level.

4. Existing Worker Traineeships

Existing Worker Traineeships shall be available to employees covered by this award. Existing Worker Traineeships shall be offered in accordance with guidelines of the Department of Education and Training's New Apprenticeship Centres (NACs). The Consent Award Committee shall be responsible for evaluation and approval of all requests for the introduction of an Existing Worker Traineeship.

Administration costs and fees associated with existing Worker Traineeships shall be paid by the Department.

5.10 Superannuation

Provisions and entitlements will continue as previously covered by the State *Public Service Superannuation Act 1985*, *Superannuation (Amendment) Act 1985*, *Superannuation (Scheme Closure) Amendment Act 1985*, *Superannuation Act 1916*, *State Authorities Superannuation Act 1987*, *State Authorities Non-contributing Superannuation Act 1987* and any other related Acts or Regulations pertaining to State Government Employees regarding superannuation.

5.11 Workers Compensation

All conditions as covered by the Workers Compensation Commission (WCC) established by *Workplace Injury Management and Workers Compensation Act 1998*.

Sick leave-workers compensation will be as indicated in Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006. Refer clause 83.

Sick leave - Claims other than workers compensation will be as indicated in Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006. Refer clause 84.

5.12 Anti-Discrimination

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

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes

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

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

5A. School Based Apprentices

5A.1 Definition

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

5A.2 Wages

1. The hourly rates for full time apprentices as set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
2. For the purposes of paragraph 1. of this subclause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.
3. The wages paid for training time may be averaged over the school term or year.
4. Where this award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

5A.3 Progression through the Wage Structure

1. School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
2. The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
3. Conversion from a school based apprentice to a full time apprenticeship

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

4. Conditions of Employment

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

6. Wages and Allowances

6.1 Remuneration

The minimum rate of pay for each classification shall be set out in Table 1 - Rates of Pay, of Part B Monetary Rates. The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement award.

Graphic Service Operator Class 2

Operators to commence at Grade 2 Level 1 salary. Progression is dependent on additional skill attainment in accordance with Appendix 1 - Graphic Service Operator Class 2 Multi-skilling Training Programme.

Commencing salary - Grade 2 Level 1 (first year)

After completion of Stage One training, the GSO will progress to Grade 2 Level 2 (second year)

After completion of Stage Two training, the GSO will progress to Grade 2 Level 3 (third year)

After completion of Stage three Training, the GSO will progress to Grade 2 Level 4 (fourth year)

Graphic Service Operator Class 1

Operators to commence at Grade 3 Level 1 salary. Progression is dependent on additional skill attainment in accordance with Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme.

Commencing salary - Grade 3 Level 1

After completion of Stage One training, the GSO will progress to Grade 3 Level 2

After completion of Stage Two training, the GSO will progress to Grade 4 Level 1

After completion of Stage Three training, the GSO will progress to Grade 4 Level 2

After completion of Stage Four training, the GSO will progress to Grade 5 Level 1

After completion of Stage Five training, the GSO will progress to Grade 5 Level 1

Graphic Services Operator - Shift Supervisor

Shift Supervisor commencement salary shall be in accordance with Graphic Service Operator - Shift Supervisor in Part B, Monetary Rates, as varied from time to time in accordance with clause 12. Progression beyond Year 2 of the salary scale is conditional on the completion of a compulsory multi-skilling training program as detailed in Appendix 3 - Shift Supervisor Training Programme.

6.2 Allowances

In addition to the normal rate of salary, an allowance shall be paid for all shift work as defined in paragraph 5.1 (6) of this award with the exception of day shift as follows:

Afternoon shift 20% of the daily rate of pay

Night shift 30% of the daily rate of pay.

Shift allowances will not apply during approved 10-hour day operation mode.

6.3 Overtime

When an employee is required to work overtime exceeding 30 minutes but less than one hour, the employee shall be paid as though they had worked one hour's overtime and, if an employee is called upon to work overtime in excess of one hour after finishing of that employee's ordinary working hours, they shall be paid for a minimum of two hours worked at overtime rates, the rates for overtime being set at the following: the first two hours of work performed be paid at one and a half times the rate for the appropriate shift (including allowances) with the remainder of the work performed being paid at two times the appropriate shift rate (including allowances). These rates apply to Saturday, Sunday and public holidays.

An employee who works so much overtime between the normal termination of their work on that day and the commencement of work in the next day that there has not been at least ten consecutive hours off duty between these times shall, subject to this clause, be released after completion of such duty without loss of pay for ordinary working time until they have had at least ten consecutive hours off duty.

Provided that, if on the instructions of the Department through the Manager, Graphic Services Branch such an employee resumes or continues to work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such an absence.

Employees working overtime at the end of a normal shift may work to maximum of five hours from the last meal break without taking a further meal break, providing the employee is finishing work at the end of such overtime and that any meal allowance applicable would still apply. All other conditions for the working of overtime shall continue to be governed by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

1. State Working Hours Case 2003

- (a) Subject to subparagraph (b) of this paragraph, an employer may require an employee to work overtime at overtime rates
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of the said subparagraph (b), what is reasonable or otherwise will be determined having regard to:
 - any risk to employee health and safety
 - the employee's personal circumstances, including any family and carer responsibilities
 - the needs of the workplace or enterprise
 - the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - any other relevant matter.

6.4 Deduction of Union Membership Fees

1. The Union shall provide the Department with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.

2. The Union shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
3. Subject to paragraphs 1 and 2 of this subclause, the Department 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 Department to make such deductions.
4. Monies so deducted from 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 employees' union membership accounts.
5. Unless other arrangements are agreed to by the Department and the Union, all Union membership fees shall be deducted on a fortnightly basis,
6. Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

7. Leave

7.1 General

Leave conditions will be as covered in the Public Sector Employment and Management Act 2002, and the Regulations, Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and policies made thereunder as at the date of making of this award.

7.2 Family and Community Service Leave, Personal/Carer's Leave, Parental Leave

The provisions of clause 74, Family and Community Service Leave, clause 82, Sick Leave to Care for a Family Member, clause 72, Parental Leave and subparagraph (iv)(d) and subclauses (v) and (vi) of clause 12, Casual Employment, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 apply to employees under this award.

7.3 Leave Loading

All employees covered by this award are entitled to payment of annual loading of 17.5% of the monetary value of up to four weeks' recreation leave accrued in a leave year.

7.4 Trade Union Training

Employees covered by this award are allowed a maximum of 12 days in any two-year period for the purposes of attending courses conducted by or organised on behalf of the AMWU and/or PSA.

8. Consultation, Grievance Procedures

8.1 Employee Representative Body

For the purpose of this award, four Graphic Services workplace delegates of the AMWU and two representatives of the PSA Bathurst Workplace Committee will be the employees' representatives on the Consent Award Committee. Employee representatives will negotiate with the Management on behalf of employees to ensure that the terms and conditions of this award are implemented. The Consent Award Committee will also be responsible for the renegotiation of the new award upon completion of the existing award.

Any issue in connection with this award will be referred in the first instance to the Consent Award Committee and if necessary pursued under the agreed grievance procedures.

8.2 Ongoing Award Review

Regular meetings of the Consent Award Committee (CAC) will be held to review the viability of this award and ensure adherence to the terms of the award. This Committee will be responsible for initiating and formulating the award to be developed and approved to replace this award on its expiry.

8.3 Introduction of Change

All parties to this award agree to consult on any planned changes to production methods or introduction of new technology.

This consultation will, depending on the nature of the change in technology, take place in three stages:

Stage 1 Initial Advice

The Management of Department of Lands will advise both the AMWU and PSA and employees of contemplated changes in sufficient time so that meaningful consultation can occur before decisions are made involving the introduction, the rate and the manner of implementation of the change.

Stage 2 Subsequent and Ongoing Advice

Subject to the normal requirements regarding confidentiality, the Management will advise the Unions and employees on a progressive basis as more detailed information becomes available. Such advice should include:

- (1) An explanation of the nature and scope of the proposed change and the way it will be operated.
- (2) A comparison of the designation, numbers and levels of employees expected to be required with the operation of the equipment or system with similar information in respect of existing employees.
- (3) An outline of the anticipated changes to the work patterns within and beyond the particular work area, i.e. the effect of the changes in the pattern of work both in the Graphic Services area and where appropriate other areas.
- (4) Proposals for training of employees (where necessary), including retraining of existing employees. Proposals in respect of any possible redeployment in respect of subclause 5.7 and redundancy in terms of subclause 5.8. of this award.
- (5) An appraisal of the expected benefits and adverse effects of introducing the change.
- (6) Implications, if any, of the change to occupational health and physical work environment of employees employed in its operation and for any other aspects of quality of working life; and advise on the expected benefits and adverse affects of introducing the change covering quality of working life, service to the community and broad economic implications of introducing the change.
- (7) The proposed rate and timing of introduction of the change.

At any point in this stage the Unions and/or employees may raise matters of concern and engage in whatever consultation is considered appropriate by the parties.

Stage 3 Firm Decisions

Once agreement has been reached in Stage 2, the Department will proceed with the purchase requisition or implementation and inform the Unions accordingly. If considered necessary, a copy of the requisition may be made available to the Unions.

Once notification has been provided at this third stage, the onus is on the Unions to raise any problems within a reasonable timeframe, which will not cause tenders, etc., to become invalid. If no problems are identified, the Management may proceed to order, install and use the new equipment or system.

At any stage where differences cannot be reconciled, the disputes procedure will be followed according to subclause 8.4 of this clause.

8.4 Dispute or Grievance Handling Procedure

Disputes or grievances between employee(s) and the Department over a question, dispute or difficulty concerning the interpretation, application or operation of this award, or any alleged discrimination within the meaning of the *Anti-Discrimination Act 1977*, shall be dealt with in the following manner. Reference should also be made to clause 9, Grievance and Dispute Settling Procedures, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

Step One

In the first instance, the employee(s) will notify, in writing or otherwise, their immediate Supervisor or other appropriate person as to the substance of the dispute or grievance and request a bilateral meeting to discuss the remedy sought. A meeting should be held within 48 hours of notification.

Step Two

If the matter is not resolved in the first meeting, the matter shall be further discussed by the employee and, at their request, the appropriate Union delegate, their immediate Supervisor and their Manager. This should take place within 48 hours of the completion of Step One.

Step Three

If the matter remains unresolved, the matter should be further discussed by the employee(s) and, at their request, the appropriate Union delegate, the immediate Supervisor, the Supervisor's Manager, and a more senior Management representative. This should take place within 48 hours of the completion of Step Two.

Step Four

If the matter remains unresolved and the employee(s) as Union members, it should be discussed/negotiated between representatives of the State Branch or the Regional Organisation of the Union(s) concerned and the relevant senior Management of the Department. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the dispute.

Step Five

If the matter remains unresolved, then, if the parties agree, it may be referred to a mutually acceptable, independent mediator/arbitrator. The parties have the right to refer the matter to the appropriate industrial tribunal at this stage.

It is a condition of this award that these procedures will be followed and that there will be no disruption to work.

9. Safety

9.1 Occupational Health and Safety

Occupational health and safety provisions will be as covered in the *Occupational Health and Safety Act 2000* and any amendments and Regulations made thereto.

Occupational health and safety provisions will be as covered in the Occupational Health and Safety Regulation 2001 and any amendments and Regulations made thereto.

All relevant Australian Standards as referred to within WorkCover guidelines or relevant legislation.

9.2 Protective Clothing

In addition to any protective equipment required under the *Occupational Health and Safety Act 2000*, employees covered by this Award will be supplied with protective clothing as set out below:

Shorts	2 per year	}	Replacement if necessary on a condemnation basis
Pants	2 per year	}	
Shirts	2 per year	}	

Safety shoes complying with AS 2210 - one pair issued on commencement of employment then on a condemnation basis thereafter.

All employees are to wear protective equipment and clothing as supplied.

10. Declaration

The parties to this award declare that this award:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was not entered into under duress;
- (d) is in the interests of the parties.

11. Savings of Rights

At the time of making this award, no employee covered by this award will suffer a reduction in his or her rate of pay or any loss or reduction of his or her conditions of employment as a consequence of making this award.

12. Area, Incidence and Duration

The purpose of this award is to regulate the terms and conditions of employment of Graphic Service Operators as defined, employed by the Department and engaged at the Department of Lands, NSW Bathurst site.

Employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Public Sector Employment and Management Act 2002*, Public Sector Employment and Management General Regulation 1996, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Sector - Salaries 2007) Award or any awards replacing these awards.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Graphic Service Operators - Department of Lands) Award published 20 May 2005 (351 I.G. 86) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 18 February 2008.

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

SCHEDULE A

This award replaces the following agreements and award as they apply to Graphic Service Operators in the Department:

1. Artists, etc. Agreement No. 2196 of 1975 made pursuant to section 83 of the *Public Service Act 1979*;
2. General Printing Staff Agreement No. 2268 of 1980 made pursuant to section 83 of the *Public Service Act 1979*;
3. General Printing Staff Agreement No. 2336 of 1981 made pursuant to section 83 of the *Public Service Act 1979*;
4. Crown Employees (General Staff - Salaries) Award 2007 published 12 October 2007 (363 IG 1331);
5. Printing Staff Central Mapping Authority Agreement No. 2414 of 1982 made pursuant to section 83 of the *Public Service Act 1979*;
6. General Printing Staff Agreement No. 2415 of 1982 made pursuant to section 83 of the *Public Service Act 1979*.

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

Effective from the beginning of the first pay period to commence on or after 1 July 2007

Graphic Service Operator Class 2 Commencing salary	\$46,320 pa
Progression is dependent on additional skill attainment in accordance with Appendix 1 - Graphic Service Operator Class 2 Multi-skilling Training Programme	
After completion of Stage 1 training	\$47,682 pa
After completion of Stage 2 training	\$49,012 pa
After completion of Stage 3 training	\$50,356 pa
Graphic Service Operator Class 1 Commencing salary	\$51,784 pa
Progression is dependent on additional skill attainment in accordance with Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme	
After completion of Stage 1 training	\$53,344 pa
After completion of Stage 2 training	\$55,010 pa
After completion of Stage 3 training	\$56,701 pa
After completion of Stage 4 training	\$61,128 pa
After completion of Stage 5 training	\$63,056 pa
Graphic Services Operator - Shift Supervisor Commencement salary	\$69,468 pa
Year 2	\$71,546 pa
Progression beyond Year 2 of the salary scale is conditional on completion of a compulsory multi - skilling training program as detailed in Appendix 3 - Shift Supervisor Training Programme	
Year 3	\$74,527 pa
Year 4	\$76,896 pa

APPENDIX 1**GRAPHIC SERVICE OPERATOR CLASS 2 MULTI-SKILLING TRAINING PROGRAMME**

Year 1 - Competency-based with TAFE theory assessment

Year 2 - Competency-based with TAFE theory assessment

Year 3 - Competency-based with TAFE theory assessment

Year 4 - TAFE one-year traineeship in a particular field relevant to the printing industry

Progression to Class 1 Status

The four-year proposed training modules are condensed into three competency-based modules. These modules would have a level of TAFE certification similar to what is in place for the existing GSO Multi-Skilling programme, i.e. TAFE are to design theory-testing based on practical training programmes. National Competency Standards.

The fourth year would be a specialist year where the officer chooses a particular field to specialise in. The competency-based training programme for that year will be designed to complement a one-year TAFE traineeship in that field.

Progression to GSO Class 1 status will be dependent on completing all four stages successfully.

This inclusion of the traineeship will formalise the training and should ensure that the qualifications gained will be transportable outside of the Department of Lands.

Competency-based Training Course -

The following is a comprehensive list of skills for the classification of Graphic Service Operator Class 2.

The skills have been categorised into three individual training blocks, each block relating to advancement on the career structure.

Training Module 1

Skills Required

Occupational health and safety relating to:

The correct handling and use of wide ranges of chemicals

Safe working procedures for dark room environments including a totally black room

Safe and correct operating procedures for the following equipment:

GTO two-colour printing press

Mitsubishi four-colour printing press

Small Multipli Folder x 2

Wire Stitcher x 2

Plastic bag maker

Automatic plate processor

Understanding of Production Processes and Workflow through the Photographic Laboratory including:

Interpretation of orders

Correct storage location for films, chemicals, paper, etc.

Use of office equipment, e.g. computers, photocopiers

Correct use of Quote & Print Management Information system

Graphic Services Photolab Level 1 and 2 Competencies for Staff Multi-skilling Training

Production of colour and black and white photographic enlargements from aerial film using photographic enlargers

Production of colour and black and white photographic enlargements from hardcopy and/or digital files using:

Roll scanner, flatbed scanner and/or digital scan back camera, digital file manipulation software and colour digital output printers

Production of colour and black and white photographic contact prints from aerial film

Production of colour and black and white photographic diapositives from aerial film

Production of digital images using roll scanner; flatbed scanner and/or digital scan back camera. Database entry of associated metadata.

Data entry, maintenance and use of Aerial Film Asset Register Database (AFARD)

Use and maintenance of photographic paper processors (colour and black and white)

Use and maintenance of LOG-E contact printers

Use and maintenance of Scanatron contact printer

Use and maintenance of photographic enlargers

Operation of Graphic Services management information system (Quote & Print) to record job/time/materials details

Liaise with customers

Management of digital data files

Manage the import, export and compression of data files

Pre Press Multi-Skilling Competency Standards -

The following competency standards relate to production and support functions performed in the Pre Press section of Graphic Services:

Multi-skilling Objective

To provide the trainee with skills relating to the Pre Press section so that production and support functions can be performed unassisted.

Trainees at the end of multi-skilling modules (six months) should be competent in all Pre Press, Multi Media and Holistic Knowledge units. A sound knowledge of all support units should also be obtained.

Pre Press Units

ICPPP211B	Develop a basic design concept
ICPPP311B	Develop a detailed design concept
ICPPP411B	Undertake a complex design brief
ICPPP221B	Select and apply type
ICPPP321B	Produce a typographic image
ICPPP421B	Compose and evaluate typography
ICPPP222B	Scan a line image
ICPPP322B	Scan images for reproduction
ICPPP422B	Scan complex images for reproduction
ICPPP423A	Apply colour effectively to design brief
ICPPP224A	Compose pages using a page layout application
ICPPP225A	Produce graphics using a graphics application
ICPPP325A	Create pages using a page layout application
ICPPP326A	Produce interactive PDF files
ICPPP327A	Produce online PDF files
ICPPP428A	Generate high-end PDF files
ICPPP332B	Electronically combine and assemble data
ICPPP332B	Electronically combine complex images
ICPPP333B	Prepare an imposition format for printing processes
ICPPP433B	Generate complex imposition
ICPPP252B	Output images
ICPPP352B	Output complex images to film
ICPPP452B	Output complex images direct to plate or press
ICPPP360B	Undertake special colour and digital proofing
ICPPP361A	Undertake digital proofing
ICPPP267B	Produce offset lithographic plates

Support Units

ICPSU203B	Prepare and maintain the work area
ICPSU116B	Inspect quality against required standards
ICPSU516B	Set and apply quality standards
ICPSU120A	Pack product
ICPSU221B	Pack and dispatch product
ICPSU323B	Treat and Dispose of liquid waste
ICPSU342B	Undertake inventory procedures
ICPSU345B	Purchase materials and schedule deliveries
ICPSU351CB	Undertake basic production scheduling
ICPSU455B	Supervise and schedule work of others
ICPSU356B	Control production
ICPSU458A	Monitor production workflow
ICPSU260A	Maintain a safe work environment
ICPSU261B	Follow OH&S practices and identify environmental hazards
ICPSU561B	Implement and monitor OH&S
ICPSU262B	Communicate in the workplace
ICPSU362B	Communicate as part of a work team
ICPSU263B	Perform basic industry calculations
ICPSU464B	Provide customer service/customer education
ICPSU271B	Provide basic instruction for a task
ICPSU280A	Enter data into electronic system
ICPSU281B	Use computer systems
ICPSU381B	Operate and maintain computer resources
ICPSU482A	Troubleshoot and optimise materials and machinery
ICPSU583A	Trouble shoot and optimise the production process
ICPSU684A	Determine and improve process capability
ICPSU487A	Analyse manual handling processes

Multimedia Units

ICPMM263B Access and use the Internet

Holistic Knowledge Units

ICPKN11B Apply knowledge of Graphic Pre Press

Pre Press Multi-skilling Training Programme -

Module 1 - 3 months

The trainee shall be assessed for competency on a minimum of 25 units during Module 1. Where a skill is broken into a number of modules, the trainee shall start with the entry-level module.

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre Press.

Pre Press Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Pre Press Units.

Support Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Support Units.

Multimedia Unit Module 1

The trainee shall be required to achieve the required competency levels for the Multimedia Unit.

Module 2 - 3 Months

The trainee shall be assessed at the beginning of Module 2 to ensure competency levels obtained in Module 1 are of a desired standard.

Where retraining is required, the trainee shall be reassessed on the relevant unit/s during Module 2.

By the end of Module 2 the trainee needs to achieve the desired competency levels of all modules relating to Pre Press.

Where competency skills can not be achieved during Modules 1 and 2, then a program shall be formulated to enable the trainee to complete these skills (program to be determined by Graphic Services management team).

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre Press.

Pre Press Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Pre Press Units (those not achieved in Module 1) as well as any units that need to be reassessed due to inadequate skill levels.

Support Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Support Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

Holistic Knowledge Unit Module 2

The trainee shall be required to achieve the required competency levels for the Holistic Knowledge Unit.

Training Module 3

Print Finishing Module 1

Skills Required

All support units (SU), including Converting and Finishing units (CF)
As indicated

- Prepare and maintain work area
- Prepare tasks to support production purposes
- Inspect quality against required standard
- Pack and dispatch product
- Perform basic machine maintenance
- Lift and shift loads mechanically
- Follow OH&S practices and identify hazards
- Communicate in the workplace
- Work team communication

Perform basic industry calculations including

- Setup and produce basic cut (guillotined) product
- Setup and produce complex cut (guillotined) product
- Setup guillotine for cutting
- Produce cut (trimmed) product
- Setup machine for basic cut (flatbed)
- Produce basic cut (flatbed) product

Changing of Polar EMC 137 & Perfecta Seypa 115 guillotine blades are done under strict supervision of Shift Supervisor Print Finishing or his/her delegated authority.

Note: Depending on work loads units may be moved from one module to another

Printing Module 1

To provide proper understanding of related occupational health and safety issues and introduce the trainee to the work area and environment of printing. Also to introduce the trainee to the basic concept of safe printing press operation, both electronic and manual.

Skills Required

All support units (SU), including (CF)

- Prepare and maintain work area
- Prepare tasks to support production purposes

Introduction to quality standard required

Pack and dispatch product

Perform basic machine maintenance

Lift and shift loads mechanically

Follow OH&S practices and identify hazards

Communicate in the workplace

Work team communication

Perform basic industry calculations

APPENDIX 2

GRAPHIC SERVICE OPERATOR CLASS 1 MULTI-SKILLING TRAINING PROGRAMME

Pre Press Multi-skilling Competency Standards -

The following competency standards relate to production and support functions performed in the Pre Press section of Graphic Services:

Multi-Skilling Objective

To provide the trainee with skills relating to the Pre Press section so that production and support functions can be performed unassisted.

Trainees at the end of multi-skilling modules (six months) should be competent in all Pre Press, Multi Media and Holistic Knowledge Units. A sound knowledge of all support units should also be obtained.

Pre Press Units

ICPPP211B	Develop a basic design concept
ICPPP311B	Develop a detailed design concept
ICPPP411B	Undertake a complex design brief
ICPPP221B	Select and apply type
ICPPP321B	Produce a typographic image
ICPPP421B	Compose and evaluate typography
ICPPP222B	Scan a line image
ICPPP322B	Scan images for reproduction
ICPPP422B	Scan complex images for reproduction
ICPPP423A	Apply colour effectively to design brief
ICPPP224A	Compose pages using a page layout application
ICPPP225A	Produce graphics using a graphics application
ICPPP325A	Create pages using a page layout application
ICPPP326A	Produce interactive PDF files
ICPPP327A	Produce online PDF files
ICPPP428A	Generate high-end PDF files
ICPPP332B	Electronically combine and assemble data
ICPPP332B	Electronically combine complex images
ICPPP333B	Prepare an imposition format for printing processes
ICPPP433B	Generate complex imposition
ICPPP252B	Output images
ICPPP352B	Output complex images to film
ICPPP452B	Output complex images direct to plate or press
ICPPP360B	Undertake special colour and digital proofing

ICPPP361A	Undertake digital proofing
ICPPP267B	Produce offset lithographic plates

Support Units

ICPSU203B	Prepare and maintain the work area
ICPSU116B	Inspect quality against required standards
ICPSU516B	Set and apply quality standards
ICPSU120A	Pack product
ICPSU221B	Pack and dispatch product
ICPSU323B	Treat and dispose of liquid waste
ICPSU342B	Undertake inventory procedures
ICPSU345B	Purchase materials and schedule deliveries
ICPSU351CB	Undertake basic production scheduling
ICPSU455B	Supervise and schedule work of others
ICPSU356B	Control production
ICPSU458A	Monitor production workflow
ICPSU260A	Maintain a safe work environment
ICPSU261B	Follow OH&S practices and identify environmental hazards
ICPSU561B	Implement and monitor OH&S
ICPSU262B	Communicate in the workplace
ICPSU362B	Communicate as part of a work team
ICPSU263B	Perform basic industry calculations
ICPSU464B	Provide customer service/customer education
ICPSU271B	Provide basic instruction for a task
ICPSU280A	Enter data into electronic system
ICPSU281B	Use computer systems
ICPSU381B	Operate and maintain computer resources
ICPSU482A	Troubleshoot and optimise materials and machinery
ICPSU583A	Trouble shoot and optimise the production process
ICPSU684A	Determine and improve process capability
ICPSU487A	Analyse manual handling processes

Multimedia Units

ICPMM263B	Access and use the Internet
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Holistic Knowledge Units

ICPKN11B	Apply knowledge of Graphic Pre Press
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Pre Press Multi-skilling Training Programme -

Module 1 - 3 months

The trainee shall be assessed for competency on a minimum of 25 units during Module 1. Where a skill is broken into a number of modules, the trainee shall start with the entry-level module.

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre Press.

Pre Press Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Pre Press Units.

Support Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Support Units.

Multimedia Unit Module 1

The trainee shall be required to achieve the required competency levels for the Multimedia Unit.

Module 2 - 3 Months

The trainee shall be assessed at the beginning of Module 2 to ensure competency levels obtained in Module 1 are of a desired standard.

Where retraining is required, the trainee shall be reassessed on the relevant unit/s during Module 2.

By the end of Module 2 the trainee needs to achieve the desired competency levels of all modules relating to Pre Press.

Where competency skills cannot be achieved during Modules 1 and 2, then a program shall be formulated to enable the trainee to complete these skills (program to be determined by Graphic Services management team).

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre Press.

Pre Press Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Pre Press Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

Support Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Support Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

Holistic Knowledge Unit Module 2

The trainee shall be required to achieve the required competency levels for the Holistic Knowledge Unit.

Print Finishing Multi-skilling Training Programme -

Year 1: 6-month Training Programme - Module 2

Objective

To provide the trainee with a general idea of the Print Finishing area and how various machines operate and how preventative maintenance is carried out on machines in Print Finishing. This also includes occupational health and safety issues relating to Print Finishing.

The trainee after six months should be competent to work the small machines (e.g. drill, semi-automatic staplers, Multipli folders and assist in the setting and running of the Stahl Folder.)

Skills Required

All competencies in Print Finishing Module 1 (GSO 2) Classification plus

Setup machine for basic folding (single/continuous) product

Setup machine for complex folding (single/continuous) product

Produce basic folded (single/continuous) product

Produce complex folded (single/continuous) product

Note: Depending on work loads, units may be moved from one module to another.

Year 2: 6-month Training Programme - Module 3

Objective

To provide the trainee with a more comprehensive knowledge base of techniques and skills used through out the Print Finishing area.

This module includes working in the Framing area, where the trainee will learn laminating, mounting and framing skills.

Skills Required

All competencies in Print Finishing Module 1 (GSO 2) and Module 2 (GSO 1) Classification plus

Setup machine for basic collating (sheet/section)

Produce basic collated (sheet/section) product

Setup and produce hand collated product

Setup machine for basic laminating

Setup machine for complex laminating

Produce basic laminated product

Produce complex laminated product

Note: Depending on work loads, units may be moved from one module to another

Printing Multi-skilling Training Programme -

Year 1: 6-month Training Program Small Format - Module 2

Objective 0 - 3 months

To provide proper understanding of related occupational health and safety issues and introduce the trainee to the work area and environment of printing. Also to introduce the trainee to the basic concept of safe press operation, both electronic and manual. The trainee will receive instruction on how to produce basic print jobs.

Skills Required

All competencies in Printing Module 1 (GSO 2) Classification plus

Awareness of the properties of chemicals currently used and their correct application procedures in the press area

Lubrication of all machines

Knowledge of different paper stocks

Correct techniques for loading paper ready for printing

Changing printing plates on all machines

Cleaning and maintenance of dampening systems

Setup machine for basic single colour job.

Produce basic single colour job.

Setup machine for basic 2-colour job

Produce basic 2-colour job

Objective 3 - 6 Months

To enable the trainee to gain a level of competency sufficient to be able to operate small offset printing press with limited supervision. The trainee will receive instruction on how to produce basic print jobs.

Skills Required

All competencies in Printing Module 1 (GSO 2) Classification plus above competency set.

Machine delivery setup

Assist in machine setup

Fundamentals of feeder setup and pile height in relation to varying stocks of paper

Mixing and matching inks

Set ink ducts for correct colour distribution

Be acquainted with densitometer readings

Change blankets and packing

Repair damaged blankets

Produce coating job including

Setup machine for basic double-sided job

Produce basic double-sided job

Setup machine for basic coating job

Year 2: 6-month Training Program Large Format - Module 3

Objective 6 Months

To enable the trainee to work as part of a team and operate with minimal supervision on a relief basis on the large format press. Also to introduce the trainee to the basic concept of safe press operation, both electronic and manual in a large format environment. The trainee will receive instruction on how to produce more complex print jobs.

Skills Required

All competencies in Print Module 1 (GSO 2) & Module 2 (GSO 1) Classification plus

Understand plate register systems and make adjustments to print register

Set feeder unit to relevant stocks of paper

Set cylinder pressure to relevant stocks of paper

Plate, blanket packing tolerances

Set inking rollers for correct ink distribution

Set dampeners for correct water distribution

Plate, blanket cylinder pressure settings

Correct operating speed for particular stocks

Ability to accurately assess print quality and make recommendations for adjustment

Setup machine for complex single-sided 4-colour job

Produce complex single-sided 4-colour job

Setup machine for complex double-sided job

Produce complex double-sided job

Setup machine for complex single-sided coating job

Setup machine for complex double-sided coating job

APPENDIX 3

GRAPHIC SERVICE OPERATOR SHIFT SUPERVISOR TRAINING PROGRAMME

Objective Statement

To provide the officers with comprehensive knowledge of the production and quality control processes within Graphic Services and in addition aid the development of managerial skills in a range of disciplines.

Ongoing training will be provided in the following areas:

Managerial

The latest Management Techniques for Middle Management

Equal Employment Opportunity (E.E.O)

Total Quality Management (T.Q.M)

Quality Management System (Q.M.S)

Best Practice Principles

Interpersonal Skills

Production processes within the trade classifications of: Graphic Design, Electronic/Desktop Publishing, Printing and Print Finishing.

Production processes within non trade classification of Photolab

Production scheduling within Graphic Services

Liaising with customers

Interpretation of all types of orders with Graphic Services
The relevant quality standards for all work performed within Graphic Services

Additional training on a needs basis

Computers

Computer training will be in the following fields:

- Operations of both Mac & PC computers
- Computer-based management information system
- Windows environment
- Spreadsheet/database
- Page layout/pagination systems
- Word processing software

Trade

Ongoing training will take place in relation to technological and quality control developments within the industry. This training may take the form of in-house competency based training or more formal training by the way of T.A.F.E. or other equivalent industry institutions.

APPENDIX 4

PREMIER’S MEMORANDA 88-40 / 91-23 / 96-17 AND 97-24

See file matter no. IRC04/6231 for copies of the Premier's Memorandums as they cannot be reproduced electronically.

APPENDIX 5

GRAPHIC SERVICE OPERATOR TEN-HOUR SHIFT ROSTER DETAIL FORM

TEN-HOUR ROSTER - DETAILS FORM

(No. AD GS FORM 001)

Period of Roster: From _____ To _____

Days to be worked: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday
(Cross out days not to be worked)

Daily start time: _____ Finish time: _____

Reason for the roster _____

Staff involved	Machinery/equipment
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
7 _____	_____
8 _____	_____

Roster substitutions (appropriate Shift Supervisor to complete as alterations to the roster occur).

Name	Replaced by	Date(s)
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____

Alteration termination of this roster

Where the duration of this roster has been altered please show the reason why

Changes approved by:

Mgr Graphic Services: _____ Shift Sup _____ Work Team rep _____

Roster schedule approved by:

Mgr Graphic Services _____ Date _____

Shift Supervisor: _____ Date _____

Work team Rep. _____ Date _____

D. W. RITCHIE, Commissioner.

CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES - TOLL PLAZA OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1693 of 2007)

Before Commissioner Ritchie

3 March 2008

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Hours of Duty
4.	Shift Allowances
5.	Overtime
6.	Broken Shifts
7.	Saturdays, Sundays and Public Holidays
8.	Leave Generally
9.	Annual Recreation Leave
10.	Sick Leave
11.	Travelling Allowance
12.	Protective Clothing
13.	Mixed Functions
14.	Grievance Resolution
15.	Dispute Settlement
16.	Anti-Discrimination
17.	Deduction of Union Membership Fees
18.	Area, Incidence and Duration

Table A - Rates - Allowances

Appendix A - Grievance Resolution Policy

2. Definitions

RTA or Authority: Roads and Traffic Authority Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).

PSA or Association: Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

Employee: A person employed by the RTA at the Sydney Harbour Bridge as a Toll Plaza Officer on a weekly, casual, part-time or limited duration basis.

Casual Employee: An employee who is employed for either the ordinary hours of duty prescribed in clause 3, Hours of Duty of this Award, or part thereof, on an intermittent basis as agreed from time to time between the RTA and the PSA.

In addition to the approved hourly rate of pay, a 15% loading will be paid to compensate for Sick Leave, Public Holidays not worked, Family and Community Service Leave and the casual nature of the work. Annual Leave will be covered by a further payment of 4/52 of the approved hourly rate of pay inclusive of the 15% loading.

Part-Time Employee: An employee who is employed for a constant number of hours each week which are less than the ordinary hours of duty prescribed in clause 3, Hours of Duty of this Award. Leave will accrue on a pro-rata basis.

Limited Duration Employee: An employee employed during that period when a weekly employee or a part-time employee is absent on approved leave for periods in excess of 13 weeks but not exceeding six months.

3. Hours of Duty

- (i) The ordinary working hours shall not exceed eighty per fortnight. Such hours may be worked in not more than ten shifts in each fortnight; provided that not more than six consecutive shifts shall be worked in eight consecutive days. A shift may be worked on any day of the week, including Sunday, during any period of twenty-four hours.
- (ii) To suit traffic requirements or in cases of emergency only, broken shifts may be worked but in no case shall any portion of a broken shift be for less than three hours on any day, Monday to Friday, inclusive. Employees shall not be required to work broken shifts on any Saturday, Sunday or public holiday.
- (iii) The shifts shall be arranged by roster, which shall be posted in such a position that the employees will be able to keep themselves informed of the shifts to be worked at least one week ahead.
- (iv) The roster shall, as far as practicable, be arranged to give each of the employees, except employees working broken shifts, an equal number of Saturdays and Sundays off duty.
- (v) The roster shall, as far as practicable, be arranged to give each of the employees two consecutive days off.
- (vi) Except in cases of emergency or on broken shifts, no employee shall be compelled to work more than five hours without a break by agreement with the PSA.
- (vii) The roster shall be so arranged that at least eight consecutive hours separate the ordinary shifts to be worked by any employee.
- (viii) The method of working shifts may, in any case, be varied by agreement between the RTA and the PSA and in any case of general variation where agreement cannot be reached seven days notice of the alteration shall be given by the RTA to the PSA.
- (ix) Except in cases of emergency, an employee shall not be required to work longer than two hours in any period without a crib break of twenty minutes which shall include time spent proceeding from the toll barrier to the paying-in point and return, but excluding time spent paying-in.

4. Shift Allowances

- (i) All time worked on the afternoon shift shall be paid a shift loading of 12 ½ per cent of the ordinary rate of pay.
- (ii) All time worked on the night shift, shall be paid a shift loading of 15 per cent of the ordinary rate of pay.
- (iii) Definitions:

"Afternoon Shift" shall be those shifts commencing at or after 1 pm and before 4 pm, Monday to Friday.

"Night Shift" shall be those shifts commencing at or after 4 pm and before 4 am, Monday to Friday.

5. Overtime

- (i) All time worked in excess of ordinary shift hours as prescribed in clause 3, Hours of Duty, of this award, in any consecutive twenty-four hours or in excess of eighty hours per fortnight shall be deemed overtime except where such excess is worked:
 - (a) by arrangement between the employees themselves;
 - (b) for the purpose of effecting rotation of shifts.
- (ii) The following rates for overtime shall be paid:
 - (a) time and a half for the first two hours and double time thereafter for all time worked in excess of ordinary shift hours;
 - (b) double time for all time worked on Sundays; and
 - (c) double time and one half for all time worked on public holidays.
- (iii) An employee recalled from his home to work shall be paid for a minimum of four hours work at overtime rates for each such call.
- (iv) Employees who are required to work overtime in excess of two hours after their usual ceasing time shall be provided with any meal necessary or be paid the meal allowance set at Item 1 of Table A, Rates - Allowances.
- (v) After each period of overtime an employee shall be entitled to a rest break, of at least eight consecutive hours off duty before the commencement of their next ordinary shift without loss of wages for ordinary working time occurring during such eight consecutive hours. If employees are recalled to duty during their rest break shall be paid at the rate of double time until released from duty and shall then be entitled to a further rest break of at least eight consecutive hours without loss of wages for ordinary working time occurring during such rest break.
- (vi) Employees engaged as part-time employees shall be paid overtime at the rates prescribed in subclause (ii), of this clause, for all time worked in excess of eight hours on each shift.
- (vii) The Authority may require an employee to work reasonable overtime at overtime rates. An employee may refuse to work overtime in circumstances where the working of overtime would result in the employee working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to the employee's 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 Authority regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
 - (e) any other relevant matter.

6. Broken Shifts

Where the total spread of hours on a broken shift exceeds ten hours from the time first signed on for duty, on any day or shift, any time worked in excess of such ten hours shall be paid in accordance with clause 5, Overtime.

7. Saturdays, Sundays and Public Holidays

- (i) All ordinary time worked on Saturdays shall be paid at the rate of time and one-half.
- (ii) All ordinary time worked on Sundays shall be paid at the rate of double time.
- (iii) All ordinary time worked on public holidays shall be paid at the rate of double time and one half.
- (iv) One day shall be added to the annual leave period of any weekly employee rostered off duty on a day which is a public holiday prescribed by subclause (v) of this clause.
- (v) The following days shall be holidays for the purpose of this award: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any day proclaimed in the New South Wales Government Gazette as a public holiday for the State.

8. Leave Generally

Unless otherwise specified in this Award, leave conditions for staff covered by this Award will be as contained in the Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff) Award.

9. Annual Recreation Leave

- (i) Weekly Employees:
 - (a) Annual leave of absence for recreation shall accrue, month by month, at the rate of 25 working days per annum.
 - (b) One day shall be added to the annual leave period of an employee in respect of any public holiday prescribed by this award which falls within the period of annual leave to which they are entitled under this award.
 - (c) An employee shall be entitled to be paid in advance for wages which have accrued in respect of the period for which recreation leave has been approved.
 - (d) In the case of an employee leaving the service of the RTA, for any reason, the monetary value of accrued recreation leave shall be paid not later than the last day of service.
 - (e) Subject to paragraph (g) of this subclause, the RTA may direct an employee to take, at such time as is convenient to the RTA, recreation leave for which they are eligible; provided that at least four weeks' notice of the date on which such leave is to commence is given; provided also that the period between one period of annual leave and the next taken by an employee shall not exceed 18 months. So far as is practicable, the wishes of the employee concerned shall be taken into consideration when fixing the time for the taking of such leave.
 - (f) Annual leave loading shall be paid in accordance with the Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff) Award.
 - (g) Other forms of leave and carer's responsibilities

An employee may elect, with the RTA's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due, for the purpose of satisfying their carer's responsibilities.

- (ii) Part-time Employees: A part-time employee shall be paid an annual leave at the rate of four (4) weeks per annum on the basis of a payment of 4/52 of the ordinary time worked.

10. Sick Leave

- (i) An employee shall be entitled to sick leave with full pay not exceeding ten shifts in any one year: Provided that any employee absent on account of sickness shall, if called upon by the RTA to do so,

submit a certificate from a duly registered medical practitioner or other evidence satisfactory to the RTA of the employee's sickness.

- (ii) Any sick leave not taken may accumulate and be available as required in subsequent years of service.
- (iii) The provision of this clause shall not apply to a casual employee nor to a part-time employee.

11. Travelling Allowance

- (i) Where an employee finishes a shift at a time when normal public transport has ceased running all fares actually incurred by the employee in travelling to their place of residence shall be paid within a reasonable time of the presentation of the employee's claim.
- (ii) Employees required to work broken shifts shall be paid one return fare in travelling to their home and return.

12. Protective Clothing

- (i) Uniforms and protective clothing shall be issued to such employees and on such a scale as is reasonably required.
- (ii) Employees required to wear a uniform shall be responsible for maintaining such uniforms in a clean and pressed condition and shall be paid an allowance at the amount per week, set at Item 2 of Table A, Rates - Allowances, for care and cleaning of uniform clothing.

13. Mixed Functions

An employee engaged for more than two hours during one day on duties carrying a higher rate of pay shall be paid the higher rate for such day; if so engaged for two hours or less during one day the employee shall be paid the higher rate for the time so worked.

14. Grievance Resolution

- (i) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - relate to a perceived denial of an entitlement
 - relate to a perceived lack of training opportunities
 - involve a suspected discrimination or harassment.
- (ii) The RTA has a Grievance Resolution Policy and a Grievance Resolution Procedure which should be observed when grievances arise.
- (iii) The RTA's policy is detailed in Appendix A.
- (iv) While the policy and procedure are being followed, normal work will continue.

15. Dispute Settlement

- (i) A dispute is defined as a complaint or difficulty which affects more than one employee. A dispute may relate to a change in the working conditions of employees that is perceived to have negative implications for that group.
- (ii) It is essential that management and the PSA consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (iii) Failure to consult on all issues of mutual interest and concern to management and the PSA is contrary to the intention of these procedures.

- (a) If a dispute arises in a particular work location which cannot be resolved between employees or their representative and the supervising staff, the dispute must be referred to the RTA's Manager of the Employee Relations Section or another nominated officer who will then arrange for the issue to be discussed with the PSA.
- (b) If the issue cannot be resolved at this level, the issue must be referred to senior management.
- (c) If the issue cannot be resolved at this level, the issue may be referred to the Industrial Relations Commission of NSW
- (d) While these procedures are continuing, no work stoppage or any other form of work limitation shall occur.
- (e) The PSA reserves the right to vary this procedure where a safety factor is involved.

16. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions 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 effect:
 - (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (2) 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."

17. Deduction of Union Membership Fees

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

18. Area, Incidence and Duration

- (i) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales Toll Plaza Officers) Award published 17 December 2004 (347 I.G. 827) and all variations thereof.
- (ii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 3 March 2008.
- (iii) The award remains in force until varied or rescinded, the period for which it was made having already expired.

Table A - Rates - Allowances

Item	Clause	Description	Amount \$
1	5(iv)	Meal Allowance on Overtime	22.60
2	12 (ii)	Care/cleaning of uniform clothing	0.2105/hr

APPENDIX A

GRIEVANCE RESOLUTION POLICY

Policy Number: PN 026
 (Human Resources Manual)
 RTA Corporate Policy

GRIEVANCE RESOLUTION POLICY

Purpose and intended outcomes

To make RTA staff aware of what constitutes a grievance and the responsibilities of all staff in preventing and managing such matters so that:

- staff work in a collaborative and cooperative way;
- workplace grievances are resolved in a timely manner; and
- the RTA maintains a safe and healthy work environment.

Note: This policy must be read in conjunction with the Grievance Resolution Procedure PN 026P.

Policy

To support the Code of Conduct and Ethics all RTA staff are to:

- treat others in a professional, courteous, respectful and fair way;
- communicate with each other and management in an open and honest manner;
- raise their workplace grievances at an early stage and aim to resolve them at the local level;
- actively participate in the resolution of workplace grievances;
- treat grievance matters in a private, confidential, and timely manner;
- respect the right of others to raise grievances; and
- not victimise or disadvantage any parties to a grievance.

Coverage

This policy covers:

- permanent staff;
- temporary staff;
- casual staff; and
- skill hire and professional services contractors.

Scope

This policy may be used by:

- staff to address workplace grievances with other staff; and
- managers to resolve workplace grievances between staff.

This policy does not cover:

- OHS and workers compensation matters;
- poor performance issues;

harassment, discrimination or workplace bullying matters;
fraud and corruption, maladministration or serious and substantial waste of resources; or
matters that require disciplinary action.

If a grievance is investigated and it is found that the matter is related to work performance or disciplinary issues, the grievance process is to terminate immediately. The RTA has other processes for managing these issues eg. Management of Unsatisfactory Performance and Conduct Policy, Harassment, Discrimination and Workplace Bullying Policy, Corruption and Maladministration Prevention Policy and the Discipline Policy.

Definitions and Key Terms

Grievance

A grievance is a personal concern/problem about work or the work environment that the staff member seeks hearing or resolution of, and may be the result of a perceived or actual concern regarding:

allocation of work or development opportunities;
workplace communication difficulties, or interpersonal dispute; and
changes in work processes/practices.

Detailed information on how to raise and resolve grievances are contained in the Grievance Resolution Procedure.

Grievant

The staff member who raises a concern is referred to as the Grievant. For each grievance there may be one or more Grievants.

Respondent

The staff member who is claimed to be the cause of the grievance is referred to as the Respondent. There may be more than one Respondent in a grievance matter.

Grievance Network Coordinator (GNC)

The GNC, Human Resources Branch administers the support system for Grievance Contact Officers (GCOs). The GNC is responsible for co-ordinating the recruitment, selection and training of GCOs and arranging mediations. The General Manager, Human Resources will approve GCO selections.

Applicants will require their manager's approval to be released to undertake GCO duties.

Grievance Contact Officer (GCO)

The GCO is recruited and supervised in GCO role by the GNC, HR Branch. Their role is to assist both the grievant and respondent generate options to resolve their grievance, direct the grievant or respondent to appropriate RTA policies and procedures or other available services i.e. Employee Assistance Scheme (EAP), the OHS Hotline or the Ethics Hotline.

The GCO will not:

take sides;
make judgements; or
act as an advocate or spokesperson for the Grievant or Respondent.

A list of GCOs is available on the RTA Phone Guide and in every issue of Human Resources Notices.

Background

Interpreters

Where a staff member has difficulty in communicating effectively in English, an interpreter may be used. Only accredited interpreters are to be used in order to minimise risks to privacy and error. The HR Branch, on advice from the GCO or the Grievant's manager, will make the necessary arrangements to engage an interpreter. The business unit where the grievance has transpired will be responsible for any associated cost.

Confidentiality

All forms of information about a grievance are to be restricted to those individuals who need to know the information in order to resolve the grievance. Access to Grievance Files is highly restricted. Access provisions can be located in Attachment B of Corporate Policy Statement No.26, "Employees' Personal Records Policy."

Documentation

When managers are dealing with a grievance locally they are to take brief, factual diary/file notes that avoid personal opinions. These notes are to be retained by the manager for one year.

Where a manager has attempted to resolve a grievance unsuccessfully and the matter is escalated to the General Manager, detailed documentation is required.

Records include:

- names of parties to the grievance;
- grievance details;
- sufficient information to establish that a satisfactory process took place;
- the outcome and reasons for the decision; and
- any recommendation for action.

This documentation is to be retained by local management for one year.

If the grievance matter is referred for mediation through the GNC, a Grievance File will be created. Grievance files are to be retained for five years after settlement of the grievance. Grievance records are to be kept confidential and on a separate Grievance File, not on Personal or other RTA files. The RTA Document Management Section, Auburn, creates Grievance Files.

If the grievance is referred to an external body for settlement, the GNC must be notified and will create a Grievance File, which must be kept for 5 years.

If the grievance sets a precedent and results in significant change to RTA corporate procedure the file must be kept for ten years. In such a case the General Manager, Human Resources must be contacted.

Vexatious Claims

A vexatious claim is a grievance reported without sufficient grounds for action. Vexatious claims include but are not limited to those that are:

- malicious;
- raised to annoy or harass the respondent;

lacking in substance; and/or

frivolous.

Where a complaint is found to be vexatious, malicious or substantially frivolous and reported only to annoy or harass the Respondent, the staff member reporting the original grievance may be dealt with under the provisions of the RTA's Harassment, Discrimination and Workplace Bullying Policy or Discipline Policy.

Protection

Any staff member who is involved in a grievance in accordance with the RTA grievance procedures, or is required to prepare a report concerning another member of staff in relation to a grievance, is protected against any action for defamation provided they:

do not intentionally make a vexatious, malicious or substantially frivolous complaint;

raise the grievance in accordance with these established procedures and confidentiality is maintained; and

do not publish or make information available to persons who have no legitimate interest in receiving it.

Mediation

Mediation provides the opportunity for a trained, independent person to assist in the resolution of the grievance. The mediation may result in the parties agreeing to and signing an agreement or understanding. The General Manager and/or Branch Manager must approve the engagement of an external mediator. Mediators are to be engaged through the GNC, HR Branch who manages the RTA Mediator Panel.

Appeal Right

Any Grievant who is dissatisfied with his or her treatment in terms of the Grievance Resolution Policy procedures may appeal to the Director or Chief Executive Officer for a re-examination of the matter. This appeal right does not in any way diminish a Grievant's right to seek the assistance or support of his or her union or staff association in the matter. Appeals must be lodged within 21 days from the date that the parties involved in the grievance are advised of the outcome.

Employee Assistance Program

The Employee Assistance Program (EAP) is available to assist all staff and their families. The service offers short term face-to-face or telephone professional advice and counselling to help cope with personal, family and work related issues.

Responsibilities

Title	Responsibilities
Staff	<p>Ensure their behaviour is aligned with the RTA Code of Conduct and Ethics</p> <p>Report inappropriate behaviour in the workplace when witness to it, or when it is brought to their attention.</p> <p>Participate in grievance resolution and maintain confidentiality in the process as and when required.</p> <p>Not participate in the harassment or victimisation of any party involved in a grievance.</p> <p>Not lodge vexatious, frivolous or malicious grievances.</p>

Managers	<p>Promote, explain and model the standards of behaviour expected of staff members as set out in the RTA Code of Conduct and Ethics.</p> <p>Be familiar with and actively promote and support the RTA Grievance Resolution Policy, procedures and strategies.</p> <p>Monitor the workplace for early identification and resolution of grievances.</p> <p>Chair grievance related meetings and make grievance related decisions based on fact.</p> <p>Ensure confidentiality in the process except where there is a serious breach of an RTA policy or where there are grounds to believe there may be harm or injury to person or property in which case the matter must be referred to an appropriate person.</p> <p>Make appropriate arrangements to release a selected GCO to carry out his/her GCO duties.</p>
Grievance Contact Officers	<p>Advise their manager of the time involved in dealing with a grievance and make reasonable arrangements to carry out their normal duties.</p> <p>Assist the Grievant or Respondent to identify the options available to address the grievance.</p> <p>Direct the Grievant or Respondent to appropriate RTA policies, procedures or services (e.g. Ethics Hotline or EAP)</p> <p>Refer the Grievant to an appropriate staff member responsible for handling grievances.</p> <p>Complete a Grievance Resolution Report for each grievance received and forward to the GNC, HR Branch.</p> <p>Notify GNC of any changes to their contact details and work location.</p>
Grievance Network Coordinator	<p>Recruit, select, train and supervise GCOs in their role as a GCO.</p> <p>Coordinate the grievance resolution network and case management system.</p> <p>Ensure that the practices and processes applied and decisions proposed in individual workplace grievance cases are equitable and conform to RTA policy, legislation and industrial instruments.</p> <p>Provide grievance resolution advice to line management.</p> <p>Manage and report on administrative and contract matters associated with grievance resolution.</p> <p>Facilitate Grievance Resolution workshops to ensure that grievance resolution is communicated and understood.</p> <p>Manage and coordinate the RTA panel of mediators.</p>

Evaluation

This policy will be evaluated as appropriate, taking into account changes to New South Wales and Commonwealth legislation, identification of changing trends, and feedback provided to Human Resources Branch on its effectiveness.

Breaches

The RTA may take disciplinary action (including the termination of services) against any staff member who breaches this policy and the RTA Code of Conduct and Ethics.

Quality Records

2M4203

Additional Information

Legislation

Anti-Discrimination Act 1977 (NSW)

Occupational Health and Safety Act 2000 (NSW)

Industrial Relations Act 1996 (NSW)

Privacy and Personal Information Protection Act 1998 (NSW)

Reference documents

Human Resources Manual, Grievance Resolution Procedure

Human Resources Manual, Code of Conduct and Ethics

Human Resources Manual, Harassment, Discrimination and Workplace Bullying Policy

Human Resources Manual, Employee Assistance Program Policy

Human Resources Manual, Corrupt Conduct and Maladministration Prevention Policy

Corporate Policy Statement 26, Employees' Personal Records Policy

Contact details:

Grievance Contact Officer - Procedural advice

Human Resource Adviser - Policy enquiries

Grievance Network Coordinator, Human Resources Branch

Effective date: September 2006.

Review date: No later than September 2009.

Policy replaces: This policy replaces the RTA Grievance Resolution Policy version 2.1 issued on 25 February 2005.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (STATE LIBRARY SECURITY STAFF)
AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6389 published 14 March 2008

(365 I.G. 121)

(No. IRC 1696 of 2007)

CORRECTION

1. Delete in Table 1 - Rates of Pay, 1st year - 41, 502, and substitute the following:

1st year	48,502
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G. M. GRIMSON *Industrial Registrar.*

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CROWN EMPLOYEES NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, Industrial Organisation of Employees.

(No. IRC 41 of 2008)

Before Commissioner Connor

8 February 2008

VARIATION

1. Delete in clause 2, Definitions, the definition "employee" of the award published 14 December 2007 (364 I.G. 719), and insert in lieu thereof the following:

"Employee" means for the purpose of this award, a person who holds a position for which a nursing qualification is an essential requirement and is employed as a public servant within the NSW Department of Health or in a Division of the Government Service as per Schedule 1 of the *Public Sector Employment and Management Act* where the Director General of the Department of Health is the Division Head.

2. Delete subclause (a) of clause 13, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (a) This award applies to all employees as defined in clause 2, Definitions employed as a public servant within the NSW Department of Health or in a Division of the Government Service as per Schedule 1 of the *Public Sector Employment and Management Act* where the Director General of the Department of Health is the Division Head.
3. This variation shall take effect from the beginning of the first full pay period to commence on or after 8 February 2008.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

DRUG FACTORIES (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 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Item 7 from Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 1 June 2001 (325 I.G. 1), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
7	17	Meal Allowance - required to work overtime in excess of 1 ½ hours after finishing time.	11.60

2. Delete the amount "\$60.00" appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 5, Supported Wage System for Workers with Disabilities, and insert in lieu thereof the following:
"\$66.00"
3. This variation shall take effect from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(357)

SERIAL C6444

GOVERNMENT RAILWAYS (BUILDING TRADES CONSTRUCTION STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1646 of 2007)

Before Commissioner McLeay

20 February 2008

REVIEWED AWARD

Clause No.	Subject Matter
1.	Anti-Discrimination
2.	Definitions
3.	Terms of Employment
4.	Hours
5.	Overtime
6.	Rates of Wages, Tool and Special Allowances
6A.	No Extra Claims
7.	Charge Hands
8.	Annual Leave Loading
9.	Special Rates
10.	Saturday Work
11.	Sunday Work
12.	Picnic Day
13.	Travelling Time and Fares
14.	Distant Jobs
15.	Inducement Allowances
16.	Sick Leave
17.	Payment of Wages
18.	Amenities
19.	Clothing and Tools
20.	Union Notices
21.	Notation
22.	Leave Reserved
23.	Personal/Carer's Leave
24.	Dispute Settlement Procedure
25.	Redundancy
26.	Occupational Health and Safety for Employees of Labour Hire Employers
27.	Area, Incidence and Duration

1. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (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 fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

2. Definitions

In this award:

"Charge hand" shall be a building tradesperson on construction who is required to be in charge of one or more employees and who from time to time may be required to be in charge of a construction project. Charge hands' duties may also include the supervision of organisers work and will include all other duties as directed.

"Employer" means the Rail Infrastructure Corporation or any contractor or subcontractor engaged by Rail Infrastructure Corporation or their successor organisations.

3. Terms of Employment

- (i) An employee leaving their employment shall give the Employer one week's notice thereof.
- (ii) Except in the case of any employee discharged for misconduct, one week's notice of dismissal by the Employer shall be given.
- (iii) The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.
- (iv) The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- (v) Any direction issued by an employer pursuant to subclauses (iii) and (iv) of this clause shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

(Subclauses (iii), (iv) and (v) of this clause inserted matter no. 769/91 op. 27.9.91.)

4. Hours

Except as provided elsewhere in this award, the ordinary working hours shall be an average of 38 per week worked in accordance with the following provisions for a four-week work cycle:

- (i) Commencing 30 April 1982, the ordinary working hours shall be worked in any of the following ways:
 - (a) by fixing one week day on which all employees will be off during a four-week work cycle (i.e. the location shuts down for a day once each four weeks and eight hours are worked on the other 19 week days or those four weeks); or
 - (b) by rostering employees off on various days of the week during a four-week cycle so that each employee has one day off during that cycle (i.e. as in paragraph (a) above) except that employees take various days off according to a roster so as to avoid a location shutdown.

The ordinary working hours of employees who are called upon to work afternoon and/or night shifts shall be as arranged by the Employer.

Provided that, by agreement between the Employer and their employees, an alternative day in the four-week cycle may be substituted for the rostered day off and paid as though worked and, where such agreement is reached, all provisions of this award shall apply as if such day was the prescribed day off.

- (ii) Where such rostered day off falls on a public holiday, the next working day shall be taken in lieu unless an alternate day in that four-week cycle or the next is agreed.
- (iii) Paid leave at full rates taken during any cycle of four weeks shall be regarded as a day worked for accrual purposes. The period of annual leave is inclusive of non-working days and, subject to all other provisions, an employee shall be entitled to a maximum of 12 rostered days off in a calendar year, except where an employee does not take annual leave in that calendar year.
- (iv) Except as in subclause (iii) of this clause, 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.
- (v) An employee who works on their day off will receive another day in lieu in the same four-week work cycle but, if this is not practicable, it must be cleared in the next work cycle. Should the employee fail to clear the day in the first three weeks of the next work cycle, the Employer will nominate the day to be cleared in the fourth week.
- (vi) A break of not less than 30 minutes shall be allowed for a meal each day Monday to Friday, both inclusive, to other than employees working on afternoon and/or night shifts. Meal breaks for employees working on afternoon and/or night shifts shall be as agreed upon between the Employer and the employees concerned.
- (vii) Notwithstanding anything contained in this clause, the time worked each day and the times of commencing and ceasing work on any particular section of work may be varied by agreement between a majority of the employees and the Employer, subject to a limit of 10 hours maximum in any one day and 76 hours each fortnight for the purpose of enabling employees to cease work early to make connection with transport.
- (viii) Notwithstanding anything contained in this award, the time worked each day and the times of commencing and ceasing work on any particular section of work may be varied by agreement between the relevant Unions and the Employer, provided that, where the parties agree, ordinary hours may be worked in shifts of up to 12 hours' duration without attracting an overtime penalty.

(Subclause (viii) of this clause inserted matter no. 769/91 op. 27.9.91.)

5. Overtime

- (i) All time worked beyond the ordinary time of work inclusive of time worked for accrual purposes as prescribed in clause 4, Hours, shall be paid for at the rate of time and a half times the ordinary rates for the first two hours thereof and at double time thereafter.
- (ii) When more than one and a half hours' overtime is required to be worked, immediately after ordinary working hours, or after what would be ordinary working hours if the employee be working on a day the employee ordinarily has off, an employee before starting to work such overtime shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. The Employer and any employee may agree to any variation of this provision, provided that the Employer shall not be required to make any payments in respect of time allowed in excess of 20 minutes.
- (iii) An employee required to work overtime for more than two hours immediately after ordinary finishing time without being notified the day before that the employee would be so required to work shall either be supplied with a meal by the Employer or paid \$10.90 for the first meal and for each subsequent meal. If an employee pursuant to notice has provided a meal or meals and is not required to work overtime, the employee shall be paid as herein prescribed for meals so provided.
- (iv) When an employee on day work is required to work during their meal break, the employee shall be paid at the rate of time and a half until the employee is allowed the usual meal interval time, unless the employee is allowed 20 minutes for crib, and is paid overtime for the balance of the meal interval time worked by the employee.
- (v) An employee who works four hours' overtime after having had the meal break provided for in subclause (ii) of this clause shall be allowed a further meal break of 20 minutes without deduction of pay if the employee is required to continue working.
- (vi) When any employee is required to work overtime so long as to preclude their having at least eight consecutive hours off duty between the ordinary ceasing time of one shift and the ordinary commencing time of the next, the employee shall be entitled to be absent, if the exigencies of the service permit, until the employee has eight consecutive hours off duty without deduction of ordinary pay for ordinary time of duty occurring during such absence; if the exigencies of the service prevent such absence being allowed, the employee shall be paid at the rate of double time for such portion of the eight hours as is worked.
- (vii) No employee, including a night shift worker, shall work for more than 16 hours' overtime in any one week excepting in case of extreme emergency such as urgent repairs or delay causing unemployment.
- (viii) Subject to subclause (ix) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (ix) 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.
- (x) For the purposes of subclause (ix) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

6. Rates of Wages, Tools and Special Allowances

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of wages per week:

Classification	Base* rate per wk \$	Tool Allowance per wk \$	Fixed special Allowance per wk \$	Fixed Additional loading per wk \$	Tradespersons' Allowance per wk \$	SWC 2000- 2007 \$	Total per wk \$
Bricklayer	366.00	17.10	12.88	59.87	16.25	139.00	611.10
Bridge Carpenter	366.00	24.20	12.88	59.87	16.25	139.00	618.20
Carpenter and joiner	366.00	24.20	12.88	59.87	16.25	139.00	618.20
Painter	366.00	5.80	12.88	59.87	16.25	139.00	599.80
Signwriter	375.80	5.80	12.88	59.87	16.25	139.00	599.60
Plaster and Fibrous Plaster Fixer	366.00	20.00	12.88	59.87	16.25	139.00	614.00
Plumber and Gasfitter	369.10	24.20	12.88	59.87	16.25	121.00	623.30

* Please note the base rate includes the now deleted basic wage component of \$121.40.

Provided that the amount shown as additional loading comprehends consideration for over award payments.

- (ii) Without limiting the general meaning, signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.
- (iii) The ordinary hourly rates for employees engaged on leadburning shall be calculated by adding to the hourly rate prescribed for journeyman plumbers an amount of 58 cents per hour.
- (iv) The ordinary hourly rates for employees in the following classifications shall be calculated by adding to the hourly rate prescribed for journeyman plumbers in this clause and subclause (vi) of this clause, the following rates:
- (a) When required to act on a plumbers licence 76 cents
 - (b) When required to act on a gasfitters licence 76 cents
 - (c) When required to act on a drainers licence 64 cents
 - (d) When required to act on a plumbers and gasfitters licence \$1.02 cents
 - (e) When required to act on a plumbers and drainers licence \$1.02 cents
 - (f) When required to act on a gasfitters and drainers licence \$1.02 cents
 - (g) When required to act on a plumbers gasfitter and drainers licence \$1.40
 - (h) When required to act on a Pressure Welding Certificate 44 cents

Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (v) Tradespeople covered by this award when employed on large construction projects being constructed by the Public Transport Commission of NSW shall be paid not less than the amount paid to tradespersons of the same class under the Building and Construction Industry (State) Award in respect of wage rate, tool allowance, industry allowance and special allowance. Any disputes between the parties concerning construction work being defined as a large construction project shall be referred to the Industrial Relations Commission of New South Wales for determination.
- (vi) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a certificate of registration shall be paid 59 cents per hour in addition to his ordinary rate of pay.
- This allowance shall be paid for all purposes of the Award with the exception of Clause 5 Overtime, in which case it shall be paid at the flat rate and not subject to penalty provisions.
- (vii) The allowances contained in subclause (iv) and (vi) of this Clause are applicable to employees working a 40 hour week. Where employees work an average of 38 hours per week in a four week work cycle, the hourly rate indicated is to be multiplied by 40 and divided by 38 to obtain the appropriate hourly rate.

6A. No Extra Claims

It is a term of this award arising from the decision of the Commission in Court Session in the State Wage Case of 29 May 1991 that the Union(s) undertake(s), for the duration of the principles determined by that decision, not to pursue any extra claims, award or over-award, except when consistent with those principles.

7. Charge Hands

Charge hand tradesmen shall be paid at the rate of the following amounts whilst so employed in addition to rates of wages prescribed by Clause 6, Rates of Wages, Tool and Special Allowances of this Award, for employees of the same classification except in respect of the large construction project allowance.

	Per week \$
When in charge of not less than one and not more than nine employees	76.90
When in charge of ten and not more than fifteen employees	89.60
When in charge of sixteen or more employees	103.00

8. Annual Leave Loading

- (i) Any employee who has completed at least one year's service who is regularly on shift work and rostered to work on Sundays and/or public holidays, when proceeding on annual leave, shall be paid a loading at the rate of 20 per cent of the appropriate weekly wage rates prescribed in this award in addition to payment for such leave of absence.
- (ii) Any other employee who has completed at least one year's service when proceeding on annual leave shall be paid a loading at the rate of 17 1/2 per cent of the appropriate weekly wage rate prescribed by this award in addition to payment for such leave of absence.

9. Special Rates

In addition to the ordinary rates of wages:

- (i) High places: A bridge carpenter when required to work at a height of 7.62 metres from the ground, deck floor or water level shall be paid at the rate of 53 cents per hour extra, and 9 cents per hour extra for every additional 3.048 metres. Height shall be calculated from where it is necessary for the employee to place his hands or tools in order to carry out the work to the ground deck, floor or water level.

For the purpose of this paragraph "deck" or "floor" shall mean a substantial structure which, even though temporary is sufficient to protect an employee from falling any further distance and "water level" shall mean in tidal waters the mean water level.

This paragraph shall not apply to workers working on suitable scaffolding erected in accordance with the regulations under the *Occupational Health and Safety Act 2000* and certified by an inspector as conforming to that Act.

- (ii) An employee required to work on the construction of chimneys and air shafts where the construction exceeds 15.24 metres in height, shall be paid for all work above 15.24 metres 50 cents per hour with 11 cents per hour additional for work above each further 15.24 metres.
- (iii) Tunnels and sewers: In the case of all employees whose craft award contains a similar provision an employee when engaged in tunnel and sewer work in an underground shaft exceeding 3.048 metres in depth shall be paid such additional minimum rate as is provided for in such craft award.
- (iv) Second hand timber: A bridge carpenter or a carpenter and joiner who, whilst working on secondhand timber has their tools damaged by nails, dumps or other foreign matter in the timber shall be paid an allowance of \$2.07 for each day upon which his tools are so damaged: Provided that no allowance shall be payable under this paragraph unless the damage is immediately reported to the Commission's representative on the job in order that he may have an opportunity to properly investigate the matter.
- (v) Wet places: An employee when working in any place where his clothing or boots become saturated, whether by water, oil or otherwise shall be paid at the rate of 53 cents per hour extra: provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear; provided further that any employee who becomes entitled to this extra rate shall continue to be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.
- (vi) Chokages: A plumber who is employed upon any chokage or oil chokage (other than domestic) and is required to open up any soil pipe, waste pipe or drain conveying offensive material, or scupper containing sewage shall be paid an additional \$5.56 per day or part of a day thereof.
- (vii) Swing scaffold: A payment of \$3.98 for the first four hours or any portion thereof and 78 cents for each hour thereafter on any day shall be made to any person employed:
 - (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosuns chair etc.
 - (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

And further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

- (viii) Insulation: Employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be offended by the use thereof, 59 cents per hour or part thereof.
- (ix) Hotwork: An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius 47 cents per hour or part thereof, exceeding 56 degrees Celsius- 67 cents per hour or part thereof.

Where such work continues for more than two hours the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this sub-clause.

- (x) An employee who works in a place the dimensions or nature of which necessitates working in a cramped position or without sufficient ventilation shall be paid 67 cents per hour extra.
- (xi) Roof repairs: Employees engaged on repairs to roofs shall be paid 67 cents per hour.
- (xii) An employee who is an authorised operator of explosive power tools shall be paid \$1.25 for each day on which he uses such a tool.

- (xiii) An employee working on any structure at a height of more than 9.144 metres where an adequate fixed support not less than .762 metres wide is not provided shall be paid 53 cents per hour in addition to ordinary rates. This sub-clause shall not apply to an employee working on a bosuns chair or swinging stage.
- (xiv) A painter engaged on all spray application carried out in other than a properly constructed booth, approved by the Department of Commerce shall be paid 53 cents per hour extra.
- (xv) Computing quantities: Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$3.83 per day or part thereof, provided that, this allowance shall not apply to an employee classified as a leading hand and receiving allowance prescribed in Clause 7, Charge Hands of this award.
- (xvi) Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person the employee shall be paid an additional rate of \$2.29 per day.
- (xvii) Applying obnoxious substances:
- (a) An employee engaged in either the preparation and/or application of epoxy based materials or materials of a like nature shall be paid 67 cents per hour extra.
 - (b) In addition employees applying such material in buildings which are normally air-conditioned shall be paid 42 cents per hour extra for any time worked when the air conditioning plant is not operating.
 - (c) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition, protective clothing shall be supplied where recommended by the Health Commission of New South Wales.
 - (d) Employees working in close proximity to employees so engaged shall be paid 53 cents per hour extra.
 - (e) For the purpose of this clause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xviii) Marking-setting-out: A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid an additional margin of \$20.13 per week.
- (xix) Cleaning down brickwork: A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid 47 cents per hour extra. Whilst so employed employees will be supplied with gloves.
- (xx) Bricklayers laying other than standard bricks: Bricklayers employed laying block (other than cindercrete blocks for plugging purposes) shall be paid the following additional rates:
- Where the blocks with over 5.5 kg and under 9 kg - 53 cents per hour.
- Where the blocks with 9kg or over up to 18 kg - 96 cents per hour.
- Where the blocks weigh over 18 kg - \$1.34 per hour.
- An employee shall not be required to lift a building block in excess of 20kg unless such employee is provided with a mechanical aid or with an assisting employee; provided that, an employee shall not be required to manually lift any building block in excess of 20kg in weight to a height of more than 1.2 metres above the working platform.
- (xxi) Asbestos: Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as

required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid 67 cents per hour extra while so engaged.

- (xxii) Bagging: Employees engaged upon bagging brick or concrete structures shall be paid 47 cents per hour.
- (xxiii) Rates not cumulative: Where more than one of the above special rates provides payment for disabilities of substantially the same nature then only the highest of such rates shall be payable. The above rates shall not form part of the ordinary rates of wages for the purpose of calculation of overtime.

10. Saturday Work

- (i) Time worked on Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter; provided that an employee who attends for work as required on Saturday shall be paid for not less than four hours' work.
- (ii) All work performed after 12 noon on Saturday shall be paid for at the rate of double time.
- (iii) All time worked with the approval of the Employer between 12 midnight on Friday and 12 midnight on Saturday to make up time lost or to be lost in connection with weekend home visitation shall be paid for at the rate of single time.

11. Sunday Work

All time worked on Sunday shall be paid for at the rate of double time; provided that an employee who attends for work as required shall be paid for not less than four hours' work.

12. Picnic Day

- (i) The first Monday in December of each year shall be the Union Picnic Day.
- (ii) All employees shall as far as practicable be given and shall take this day as Picnic Day and shall be paid therefore as for eight hours' work at the rate of pay prescribed in clause 6, Rates of Wages, Tool and Special Allowances. Any employee required to work on this day shall be paid at the rate of double time and one half; provided that an employee who attends for work as required on this day shall be paid for not less than four hours' work.
- (iii) The Employer may require from an employee evidence of attendance or desired attendance at the picnic and the production of the butt of a picnic ticket purchased for the picnic shall be sufficient evidence to satisfy this requirement. Where such evidence is requested by the Employer, payment need not be made unless the evidence is produced.
- (iv) Where an employer holds a regular picnic for their employees on some other working day during the year, such day may be given and may be taken as a Picnic Day in lieu of the Picnic Day here fixed.
- (v) An employee who is not required by the Employer to work in the area in which normally employed on the Picnic Day and who does not purchase a ticket for the picnic shall be provided with alternative duties on that day. Such duties to be at the discretion of the Employer.
- (vi) The employee who so elects to work in accordance with subclause (v) of this clause shall not be entitled to a day's leave in lieu thereof.

(Subclauses (iii), (v) and (vi) of this clause inserted matter no. 1455/86 op. 5.12.86.)

13. Travelling Time and Fares

- (i) All time occupied in travelling in excess of 20 minutes each way between the camp and the place of work shall be paid for at the prescribed rate. Walking time shall be at the rate of a mile in 20 minutes.

- (ii) All fares actually and reasonably incurred by an employee in travelling to and from their place of employment in excess of \$1.00 per week or, in the case of employees engaged for less than one week, 20 cents per day, shall be paid by the Employer; provided that, if an employee travels to work by a conveyance of their own, the fares to be allowed shall be calculated as if travel were made in the ordinary way.
- (iii) Provided that employees may elect on an annual basis to take a home and duty pass or have the benefit of the provisions of this clause. Provided further that persons employed after 9 July 1990 shall be issued with a home and duty pass in lieu of the rates in this clause.

(Subclause (iii) of this clause inserted matter no. 769/91 op. 27.9.91.)

14. Distant Jobs

- (i) For the purpose of this clause, a "distant job" is a job the location of which makes it impracticable for an employee to return from such job to their residence daily.
- (ii)
 - (a) An employee sent to a distant job shall be conveyed thereto, with tools, free of charge.
 - (b) An employee who has been sent to a distant job shall, upon ceasing work at the distant job, be conveyed with tools from the distant job, either to the place whence they were sent or to their residence or to the railway station nearest their residence, whichever be the nearest to the distant job, free of charge; provided that the employee:
 - (1) is not discharged for incompetence within one week after commencing work on the job;
 - (2) is not discharged for misconduct within three months after commencing on the job;
 - (3) does not leave the job of their own volition within three months after commencing on the job.
- (iii)
 - (a) An employee who is sent to a distant job shall be paid at the rate of single time for the time occupied in travelling between either the place whence they are sent or their residence or the railway station nearest to their residence, whichever be the nearest to the distant job, and the distant job.
 - (b) An employee who has been sent to a distant job shall, upon ceasing work at the distant job, be paid at the rate of single time for time occupied in travelling between the distant job and either the place whence they were sent or their residence or the railway station nearest their residence, whichever be the nearest to the distant job, provided that the employee:
 - (1) is not discharged for incompetence within one week after commencing work on the job; or
 - (2) is not discharged for misconduct within three months after commencing work on the job; or
 - (3) does not leave the job of their own volition within three months after commencing on the job.
 - (c) In no case shall payment for travelling time exceed one day's wages at single time in a period of 24 hours and the said period of 24 hours shall commence when the travelling time first commences in that period, and there shall be only one such commencement in each period of 24 hours. They shall be paid also an amount of \$14.30 to cover the expenses, if any, of reaching their home and of transporting their tools.

- (iv) An employee working on a distant job who is provided with the same camping and related facilities as are prescribed by the award applying to the majority of the employees of the Employer on the project shall be deemed to be "in camp" and shall be paid an allowance of \$12.90 for each day upon which the location of their work requires the employee to remain in camp.
- (v) An employee working on a distant job when not required to camp shall be provided by the Employer with reasonable board and lodging or paid an allowance of \$381.10 per week of seven days. In the case of broken parts of a week occurring at the beginning or end of a period during which and employee is working on a distant job, the allowances shall be all living expenses actually and reasonable incurred, but not exceeding \$381.10.
- (vi) An employee claiming payment of any allowance under this clause shall produce evidence satisfactory to the Employer that the employee is entitled to the payment claimed.
- (vii) Allowances paid, pursuant to this clause, shall not be wages for any purpose of this award.
- (viii) Where an employee is travelling to or from distant work, the employee shall be entitled to a meal allowance of \$10.90 for each meal incurred.

15. Inducement Allowances

- (i) An employee stationed permanently on the following lines:

West of Euabalong West to Broken Hill

West and north-west of Nevertire to Cobar, Bourke and Brewarrina

West and north-west of Wee Waa to Walgett and Pokataroo

North and north-west of Edgeroi to Mungindi and Wubbera

shall be paid an allowance as follows:

	Per Week \$
Employee with Dependant/s	9.00
Employee without Dependant/s	7.60

- (ii) An employee with a spouse or partner who is also entitled to the allowance shall be regarded as an employee without dependants for the calculation of the allowance.
- (iii) Where at 5 September 2002 an employee was entitled to the allowance at the dependant/s rate, that employee shall continue to be paid at the dependant/s rate.
- (iv) Where an employee in receipt of an inducement allowance acts temporarily in his/her own classification or in a lower classification in an area which does not entitle the employee to an inducement allowance, he/she shall be paid at his/her normal rate plus the inducement allowance for the area in which he/she is permanently stationed.
- (v) Where an employee in receipt of an inducement allowance acts temporarily in a higher classification in an area which does entitle the employee to an inducement allowance, he/she shall be paid the acting rate plus the inducement allowance for the area in which he/she is permanently stationed.
- (vi) The allowance is paid for ordinary time only.
- (vii) For the purpose of this clause, a dependant means a spouse in either a marital or de facto relationship, including a same sex partner who resides with the officer on a bona fide domestic basis; or a child or parent of the officer or of the spouse or partner who ordinarily resides with the officer and is wholly or substantially dependant on the officer.

16. Sick Leave

An employee who, after not less than three months' continuous service in their current employment, is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity (including incapacity resulting from injury within the *Workers Compensation Act 1987* and or *Workplace Injury Management Act 1998*) not due to their own serious and wilful misconduct shall be entitled to be paid at the rate of single time for the period of such non-attendance, subject to the following:

- (i) Payment in connection with sick leave is to be made on the next regular pay day after the employee reports sick and such payment shall continue on regular pay days until the employee exhausts their sick leave or resumes duty.
- (ii) They shall not be entitled to be paid leave of absence for any period in respect of which they are entitled to workers compensation.
- (iii) They shall, within 24 hours of the commencement of such absence, inform the Employer or their representative of their inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of same.
- (iv) They shall prove to the satisfaction of the Employer (or in the event of a dispute the Industrial Relations Commission) that the employee is or was unable on account of such illness or incapacity to attend for duty on the days or days for which payment under this clause is claimed.
- (v) An employee shall not be entitled in respect of any year of continued employment to sick pay for more than 76 ordinary working hours. Any period of paid sick leave allowed by the Employer to any 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 or in respect of such year. Each hour of sick leave paid shall count for accrual purposes for clearance of accrued day off.
- (vi) The rights under this clause shall accumulate from year to year so long as their employment continues with the Employer so that any part of 76 hours which has not been allowed in any year may be claimed by the employee and shall be allowed by the Employer subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this subclause shall be allowed by the Employer in any subsequent year of employment.
- (vii) For the purpose of this clause, "continuous services" shall be deemed not to have been broken by:
 - (a) any absence from work no leave granted by the Employer; or
 - (b) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee).

Provided that any such absence as aforesaid shall not be counted in computing the qualifying period of three months.

- (viii) Service with the Employer before the date of coming into operation of this award shall be counted as service for the purpose of qualifying thereunder.

17. Payment of Wages

- (i) One day of each period shall be recognised as pay day for each job. It shall be not later than the same day in each period. When or before payment of wages is made to an employee they shall be issued with a docket showing at least the gross amount of wages and the amount of any deductions which are made from his earnings. Employees shall be paid during ordinary working hours. If they are paid during the usual mealtime such time so occupied shall be added to the actual mealtime.
- (ii) Any employee required to wait after their ordinary ceasing time to receive his wages shall be paid at ordinary rates for all time kept waiting to be paid. When employees are discharged, except for misconduct they shall be paid all wages due to them at the time of their discharge. In the case of

discharge for misconduct or of resignation they shall be paid all wages due to them within twenty-four hours after discharge or the timekeeper and/or ganger is notified of resignation by the employee. In the case of any delay beyond the time herein stated they shall be paid at ordinary rates for all working time they are kept waiting.

- (iii) Provided that payment of wages shall be by electronic funds transfer to account. In cases where hardship may occur due to inaccessibility of facilities, consideration will be given to payment by cheque.

(3rd subclause of Clause 15 inserted matter no. 769/91 op. 27.9.91)

- (iv) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:

- (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
- (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
- (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
- (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (e) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (f) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (g) 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
 - (h) 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.
- (i) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (j) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (k) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.

- (l) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.
- (m) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 14th May 2004.
- (n) In the case of employers who do not fall within subparagraph (m) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 14th August 2004.
- (o) For all other employers, from the beginning of the first pay period to commence on or after 14th November 2004.

18. Amenities

- (i) The Employer shall provide, at all camps, sanitary conveniences in accordance with the requirements of the local health authorities but, in any case, not of a lower standard than the following:
 - (a) the sanitary conveniences shall be so located as to preclude the possibility of contamination of the water supply and/or foodstuffs of the employees;
 - (b) the conveniences shall be fly-proof and shall have sufficient covering to provide for shade and protection from weather and to ensure decency;
 - (c) one seat shall be provided for each 10 employees and each seat shall be separately partitioned off;
 - (d) sufficient and proper material shall be supplied to render the conveniences innocuous;
 - (e) the conveniences shall be maintained in a clean condition.
- (ii) The Employer shall provide adequate drainage for all camps.
- (iii) The Employer shall on all jobs:
 - (a) make reasonable provision to enable employees to eat their lunch, to change and keep their clothes and to shelter;
 - (b) provide clean, fresh and, as far as reasonably practicable, cool drinking water at all times;
 - (c) provide within easy access, sufficient boiling water for the use of employees at meal breaks and at rest periods;
 - (d) provide sanitary conveniences reasonably accessible to all employees.

19. Clothing and Tools

- (i) A bricklayer who in the course of their work is required to use muriatic acid shall be provided by the Employer with protective clothing.
- (ii) The Employer shall provide for the use of employees tools, as herein prescribed, when such tools are required for the work to be performed by the employees:

- (a) For bricklayers -
- Scutch combs
 - Hammers excepting mash and brick hammers
 - Rubber mallets
- T-squares
- (b) For carpenters -
- Dogs and cramps of all descriptions
 - Bars of all descriptions over 24 inches long
 - Augers of all sizes
 - Star bits and bits not ordinarily used in a brace
 - Hammers except claw hammers and tack-hammers glue pots and glue brushes
 - Dowell plates
 - Trammels
 - Hand and thumb screws
- (c) For plumbers -
- Metal pots
 - Mandrills
 - Long dummies
 - Stock and dies for iron, copper and brass pipes
 - Cutters
 - Tongs
 - Tops and drills
 - Vices
 - Ratchets
 - Cramps
 - Caulking tools
 - Hacksaws and blades
 - Files
 - Welding and brazing outfits, including goggles where necessary
 - Soldering irons of 1 1/2 lbs or over
 - All shop tools (the usual kitbag of tools only to be supplied by the employees)

(iii)

- (a) Saw-sharpening and tool-grinding may be done by employees during working hours.
- (b) The Employer shall provide for the use of carpenters and joiners and bridge carpenters files for sharpening saws and grindstones. If the grindstone is not driven by steam or other mechanical power, assistance shall be provided to turn it.

(iv)

- (a) A suitable lock-up place for tools shall be provided by the Employer at each depot.
 - (b) A suitable lock-up place for tools shall be provided by the Employer at each place of work except where a place of work is in close proximity to the depot and provision is made for employees to deposit their tools in the lock-up at the depot within working hours.
 - (c) Lock-up places for tools shall be such as to provide for protection against fire and inclement weather and security against theft.
- (v) In the case of an employee whose craft award contains a similar provision, the Employer shall insure and keep insured against loss of damage by fire or theft whilst on their premises such tools of the employee as are used by the employee in the course of their employment.

The employee if requested so to do shall furnish to the Employer a list of all their tools so used by them.

- (vi) An employee whose clothing or tools are damaged by acids or sulphur or other deleterious substance due to the circumstances of their employment shall be recompensed by the Employer to the extent of their loss; provided that this subclause shall not apply if it be proved that such damage was caused by the employee's negligence.

20. Union Notices

The Secretary of any of the Unions whose members are provided for in this award shall be entitled to post Union notices not exceeding 14 inches by 9 inches in a suitable place agreed upon with the Employer; provided that any representative of the Employer shall be entitled to remove any notice which the Employer thinks should be removed on the ground that it is offensive or objectionable.

21. Notation

The rates of wages prescribed by this award are subject to alteration during the currency of the award in the event of the Industrial Relations Commission making a determination pursuant to the Industrial Relations Act 1996.

22. Leave Reserved

Leave is reserved to the Unions to apply in respect of the following matters:

- (a) For an extra rate for applying obnoxious substances.
- (b) Travelling Time. Sick Leave.

23. Personal/Carer's Leave

1.1 Use of Sick Leave

- 1.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 1.1.3(ii) of this clause 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.

1.1.2 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.

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

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

1.2 Unpaid Leave for Family Purpose

1.2.1 An employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 1.1.3(ii) above who is ill.

1.3 Annual Leave

1.3.1 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.

1.3.2 Access to annual leave, as prescribed in paragraph 1.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

- 1.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- 1.4 Time Off in Lieu of Payment for Overtime
- 1.4.1 An employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.
- 1.4.2 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- 1.4.3 If, having elected to take time as leave in according with paragraph 1.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- 1.4.4 Where no election is made in accordance with paragraph 1.4.1 above, the employee shall be paid overtime rates in accordance with the award.
- 1.5 Make-up Time
- 1.5.1 An employee may elect, with the consent of the Employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award at the ordinary rate of pay.
- 1.5.2 An employee on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time at a later time) at the shift work rate which would have been applicable to the hours taken off.
- 1.6 Rostered Days Off
- 1.6.1 An employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- 1.6.2 An employee may elect, with the consent of the Employer, to take rostered days off in part-day amounts.
- 1.6.3 An employee may elect, with the consent of the Employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and employee, or subject to reasonable notice by the employee or the Employer.
- 1.6.4 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 Unions to participate in negotiations.

24. Dispute Resolution Procedure

- (1) Any grievance, claim or dispute which arises shall, subject to the delegation of the supervisor concerned and provided the grievance, claim or dispute relates to a local matter only and its resolution will not have a repercussive impact on other locations, be settled where possible at the workplace between the employee concerned and their immediate supervisor.
- (2) If the problem is not resolved at this level, it is to be discussed between the employees concerned, the accredited local Union representative and the local controlling officer.
- (3) Should the problem be incapable of resolution at the local level, the Employer and the Union involved will confer and prompt arrangements shall be made for accredited representatives of the Union to discuss the matter with the line manager or their representative, together with officers of the Industrial Relations and/or Human Resource sections.

- (4) If the problem remains unresolved, the General Manager, Employee Relations, or their nominee and the President or Secretary of the State or Federal Branch of the Union concerned or their nominee, whichever is appropriate, should confer and take appropriate action to arrive at an agreement on the matters in dispute.
- (5) At any stage of the procedures, the parties may, by agreement, seek the assistance of a member of the appropriate industrial tribunal or a mutually acceptable neutral arbitrator for the purpose of endeavouring to conciliate or, by agreement, arbitrate on the matter.
- (6) In the event of failure to resolve the matters by Steps (1) to (5) and where the parties are unable to agree that the matters be determined by the appropriate industrial tribunal, the Union(s) concerned, before taking any action which would affect the operation of the service or members of other Unions, shall forthwith notify Unions New South Wales of the existence of the dispute, following upon which a cooling-off period of 72 hours, excluding weekends and public holidays, shall apply to enable the Unions New South Wales to assist in the resolution of the dispute. A copy of the notification shall be forwarded to the Employer .
- (7) During the progress of all Steps (1) to (6), as indicated above (i.e. until the expiration of a 72-hour notice of dispute), no changes will be implemented that are in dispute and work shall continue as normal, except where there is a bona fide safety issue involved.
- (8) Should a dispute still remain after the above procedures have been followed, either party shall be free to take the course they consider appropriate, including referral of the matter to the Australian Industrial Relations Commission for conciliation or arbitration within the Commission's jurisdiction.
- (9) Where a Union lodges a claim or is in dispute with the Employer over the claim, the parties shall follow the procedures set out herein.
- (10) In the event of any breach or threatened breach of the procedures outlined in Steps (1) to (6) by either party or in the event of a dispute existing, Unions New South Wales and the Employer will confer immediately and take whatever action is necessary to resolve the matter.
- (11) In the event of a demarcation dispute arising, the above procedures shall be observed and work shall continue as normal where it is agreed there is an existing custom; otherwise work shall be continued at the instruction of the Employer.
- (12) Stoppages directed by Unions New South Wales or the ACTU and generally applying in industry are exempted from this provision.
- (13) Nothing contained herein shall preclude either the Employer or Unions New South Wales from entering into direct negotiations on any matter.

25. Redundancy

25.1 Definition

"Redundancy" means:

- (a) a situation where an employee who has less than 12 months' employment with their current employer and ceases to be employed by an employer, other than for reasons of misconduct or refusal of duty or termination of employment by the employee;
- (b) a situation where an employee who has more than 12 months' employment with their current employer and ceases to be employed by an employer, respondent to the award, other than for reasons of misconduct or refusal of duty.

"Redundant" has a corresponding meaning.

25.2 Redundancy Pay

A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service with their employer.

Period of continuous service with an employer	Redundancy/Severance Pay
1 year or more but less than 2 years	2.4 weeks' pay plus, for all service in excess of 1 year, 1.75 hours' pay per completed week of service up to a maximum of 4.8 weeks' pay
2 years or more but less than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours' pay per completed week of service up to a maximum of 7 weeks' pay.
3 years or more but less than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours' pay per completed week of service up to a maximum of 8 weeks' pay.
4 years or more	8 weeks' pay

Provided that, where the employee is terminated by the Employer for reasons other than misconduct or refusal of duty and the employee has been employed for less than 12 months' continuous service, then the employee shall be entitled to a redundancy/severance payment of 1.75 hours per week of service.

25.3 "Week's pay" means the ordinary-time rate of pay at the time of termination for the employee concerned.

25.4 If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement shall be paid to the estate of the employee.

25.5

- (i) Any period of service as a casual employee shall not entitle an employee to accrue service in accordance with this clause for that period.
- (ii) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.

25.6 An employer bound by this award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employer utilises such a fund:

- (i) payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay shall be set off against the liability of the Employer under this clause, and the employee shall receive the fund payment or the award benefit, whichever is the greater but not both; or
- (ii) where a fund which has been established pursuant to an agreement between unions and employers does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund shall, to the extent of those contributions, be set off against the liability of the Employer under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall be entitled to the fund benefit or the award benefit, whichever is greater but not both.

25.7 Service as an employee for Crown in the Right of the State of New South Wales shall not be counted as service for the purpose of this clause.

25.8 An employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and, if this occurs, shall be entitled to the provisions of this clause as if the employee remains with the Employer until expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.

25.9 Transmission of Business

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

26. Occupational Health and Safety for Employees of Labour Hire Employers

26.1 Occupational Health and Safety for employees of labour hire employers

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) The employer engaging a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(iv) Disputes Regarding the Application of this Clause

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

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

27. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Government Railways (Building Trades Construction Staff) Award published 13 May 2005 (350 I.G. 1070).

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 February 2008.

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

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

(358)

SERIAL C6445

GOVERNMENT RAILWAYS (BUILDING TRADES MAINTENANCE STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1647 of 2007)

Before Commissioner McLeay

20 February 2008

REVIEWED AWARD

Clause No.	Subject Matter
1.	Anti-Discrimination
2.	Definitions
3.	Hours
4.	Overtime
5.	Rates of Wages, Tool and Special Allowances
6.	No Extra Claims
7.	Leading Hands
8.	Special Rates
9.	Annual Leave Loading
10.	Saturday Work
11.	Sunday Work
12.	Night and/or Shift Work
13.	Travelling Time
14.	Home Passes
15.	Living Allowances
16.	Inducement Allowance
17.	Sharpening Tools
18.	Picnic Day
19.	Tool Lockers or Boxes
20.	Damage to Clothing or Tools
21.	Union Notices
22.	Notation
23.	Terms of Employment
24.	Leave Reserved
25.	Personal/Carer's Leave
26.	Sick Leave
27.	Dispute Resolution Procedure
28.	Redundancy
29.	Occupational Health and Safety for Employees of Labour Hire Employers
30.	Area, Incidence and Duration

1. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (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 fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

2. Definitions

In this award "Employer" means the State Rail Authority or the Rail Infrastructure Corporation or any contractor or subcontractor engaged by the State Rail Authority or Rail Infrastructure Corporation or their successor organisations.

3. Hours

Except as provided elsewhere in this award, the ordinary working hours shall be an average of 38 per week worked in accord with the following provisions for a four-week work cycle:

- (i) Commencing 30 April 1982, the ordinary working hours shall be worked in any of the following ways:
 - (a) by fixing one week day on which all employees will be off during a four-week work cycle (i.e. the location shuts down for a day once each four weeks and eight hours are worked on the other 19-week days of those four weeks); or
 - (b) by rostering employees off on various days of the week during a four-week work cycle so that each employee has one day off during that cycle (i.e. as in paragraph (a) above except that employees take various days off according to a roster so as to avoid a location shutdown.)

The ordinary working hours of employees who are called upon to work afternoon and/or night shifts shall be as arranged by the Employer.

Provided that, by agreement between the Employer and their employees, an alternate day in the four-week cycle may be substituted for the rostered day off and paid as though worked and, where such agreement is reached, all provisions of this award shall apply as if such day was the prescribed day off.

- (ii) Where such rostered day off falls on a public holiday, the next working day shall be taken in lieu unless an alternate day in that four-week cycle or the next is agreed.
- (iii) Paid leave at full rates taken during any cycle of four weeks shall be regarded as a day worked for accrual purposes. The period of annual leave is inclusive of non-working days and subject to all other provisions an employee shall be entitled to a maximum of 12 rostered days off in a calendar year, except where an employee does not take annual leave in that calendar year.
- (iv) Except as in subclause (iii) of this clause, 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.
- (v) An employee who works on their day off will receive another day in lieu in the same four-week cycle, but, if this is not practical, it must be cleared in the next work cycle. Should the employee fail to clear the day in the first three weeks of the next work cycle, the employer will nominate the day to be cleared in the fourth week.
- (vi) A break of not less than 30 minutes shall be allowed for a meal each day Monday to Friday both inclusive to other than employees working on afternoon and/or night shifts. Meal breaks for employees working on afternoon and/or night shifts shall be as agreed upon between the Employer and the employees concerned.
- (vii) Notwithstanding anything contained in this clause, the time worked each day and the times of commencing and ceasing work on any particular section of work may be varied by agreement between a majority of the employees and the Employer, subject to a limit of 10 hours maximum in any one day and 76 hours each fortnight for the purpose of enabling employees to cease work early to make connection with transport.
- (viii) Notwithstanding anything contained in this award, the time worked each day and the times of commencing and ceasing work on any particular section of work may be varied by agreement between the relevant Unions and the Employer, provided that, where the parties agree, ordinary hours may be worked in shifts of up to 12 hours' duration without attracting an overtime penalty.

(Subclause (viii) of this clause inserted matter no. 768/91 op. 27.9.91.)

4. Overtime

- (i) All time worked beyond the ordinary time of work, inclusive of time worked for accrual purposes as prescribed in clause 3, Hours, shall be paid for at the rate of one and a half times the ordinary rates for the first two hours thereof and at double time thereafter.
- (ii) When an employee on day work is required to work during their meal break, they shall be paid at the rate of time and a half until the employee is allowed the usual meal interval, unless they are allowed 20 minutes for crib, and is paid overtime for the balance of the meal interval time worked by them.
- (iii) When an employee is required to work overtime so long as to preclude them having at least eight consecutive hours off duty between the ordinary ceasing time of one shift and the ordinary commencing time of the next, they shall be entitled to be absent, if the exigencies of the service permit, until they have had eight consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence. If the exigencies of the service prevent such absence being allowed, the employee shall be paid at the rate of double time for such portion of the eight hours as is worked.

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

- (iv) When more than one and a half hours' overtime is required to be worked immediately after ordinary working hours, or after what would be the ordinary working hours if the employee be working on a day the employee ordinarily has off, an employee before starting to work such overtime shall be allowed a

meal break of 20 minutes which shall be paid for at ordinary rates. The Employer and an employee may agree to any variation of this provision, provided that the Employer shall not be required to make any payment in respect of time allowed in excess of 20 minutes, provided further that this subclause shall not operate to prevent urgent repairs being effected to vehicles or locomotives at places, other than workshops, or to equipment to keep a plant operating.

- (v) An employee who works four hours' overtime after having had the meal break provided for in subclause (iv) of this clause shall be allowed a further meal break of 20 minutes without deduction of pay if the employee is required to continue working.
- (vi) An employee required to work overtime for more than two hours immediately after ordinary finishing time without being notified the day before that the employee would be so required to work shall either be supplied with a meal by the Employer or paid \$10.50 for the first meal and for each subsequent meal. If an employee pursuant to notice has provided a meal or meals and is not required to work overtime, the employee shall be paid as herein prescribed for meals so provided.
- (vii) An employee called out after working hours shall be paid for not less than three hours at the appropriate penalty rate.
- (viii) No employee, including a night shift worker, shall work more than 16 hours' overtime in any one week excepting in case of extreme emergency such as urgent repairs or delay causing unemployment.
- (ix) Subject to paragraph (x) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (x) 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.
- (xi) For the purposes of paragraph (x) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

(Amount in paragraph (iv) varied in Government Railways (Building Trades - Maintenance Staff 1994 Expense Related Allowances Award matter no. 4911/97 effective date 30 September 1997.)

5. Rates of Wages, Tool and Special Allowances

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of wages per week:

Classification	Base* rate per wk \$	Tool Allowance per wk \$	Fixed Special Allowance per wk \$	Fixed Additional loading per wk \$	Tradespersons' Allowance per wk \$	SWC 2000- 2007 \$	Total per wk \$
Bricklayer	366.00	17.10	12.88	59.87	16.25	139.00	611.10
Bridge Carpenter	366.00	24.20	12.88	59.87	16.25	139.00	618.20

Carpenter and joiner	366.00	24.20	12.88	59.87	16.25	139.00	618.20
Painter	366.00	5.80	12.88	59.87	16.25	139.00	599.80
Signwriter	375.80	5.80	12.88	59.87	16.25	139.00	599.60
Plaster and Fibrous Plaster Fixer	366.00	20.00	12.88	59.87	16.25	139.00	614.00
Plumber and Gasfitter	369.10	24.20	12.88	59.87	16.25	121.00	623.30

* Please note the base rate includes the now deleted basic wage component of \$121.40.

Provided that the amount shown as additional loading comprehends consideration for over award payments

- (ii) Without limiting the general meaning, signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.
- (iii) The ordinary hourly rates for employees engaged on leadburning shall be calculated by adding to the hourly rate prescribed for journeyman plumbers an amount of 62 cents per hour.
- (iv) The ordinary hourly rates for employees in the following classifications shall be calculated by adding to the hourly rate prescribed for journeyman plumbers in this clause and sub-clause (vi) of this clause, the following rates:

Cents per hour

- (a) When required to act on their plumbers licence - 78
- (b) When required to act on their gasfitters licence - 78
- (c) When required to act on their drainers licence - 67
- (d) When required to act on their plumbers and gasfitters licence - \$1.04
- (e) When required to act on their plumbers and drainers licence - \$1.04
- (f) When required to act on their gasfitters and drainers licence - \$1.04
- (g) When required to act on their plumbers gasfitter and drainers licence - \$1.38
- (h) When required to act on Pressure Welding Certificate - 45

Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (v) A plumber and or gasfitter and/or drainer who is or will be required to be the holder of a certificate of Registration shall be paid 58 cents per hour in addition to their ordinary rate of pay.

This allowance shall be paid for all purposes of the award with the exception of Clause 4 Overtime and Clause 12, Night and/or shift work in which case it shall be paid as a flat rate and not subject to penalty provisions.

- (vi) The allowances contained in sub-clause (iv) and (v) of this clause are applicable to employees working a 40 hour week. Where employees work an average of 38 hours per week in a four week work cycle the hourly rate indicated is to be multiplied by 40 and divided by 38 to obtain an appropriate hourly rate.
- (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

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

6. No Extra Claims

It is a term of this award arising from the decision of the Commission in Court Session in the State Wage Case of 29 May 1991 that the Union(s) undertake(s), for the duration of the principles determined by that decision, not to pursue any extra claims, award or over-award, except when consistent with those principles.

7. Leading Hands

Leading hand tradesmen shall be paid at the rate of the following amounts whilst so employed, in addition to the rates of wages prescribed by Clause 5, Rates of wages, Tool and Special Allowances of this award, for employees of the same classification:

	Per Week \$
When in charge of not less than three and not more than ten employees	26.20
When in charge of more than ten and not more than twenty employees	39.70
When in charge of more than twenty employees	50.44

8. Special Rates

In addition to the ordinary rates of wages.

- (i) Tunnels: An employee when working in a tunnel 402.34 metres or over in length or in the Eveleigh Engine dive shall be paid at the rate of 43 cents per hour extra.
- (ii) Wet places: An employee when working in any place where his clothing or boots become saturated whether by water, oil or otherwise shall be paid at the rate of 54 cents per hour extra; provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear; provided further that any employee who becomes entitled to this extra rate shall continue to be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.
- (iii) Chokages: A plumber who is employed upon any chokage or oil chokage (other than domestic and is required to open up any soil pipe, waste pipe or drain pipe conveying offensive material or scupper containing sewage shall be paid an additional \$5.70 per day or part of a day thereof.
- (iv) Boilers, flues, etc: An employee when engaged in alteration of repairs to boilers, flues, furnaces, retorts and kilns shall be paid at the rate of \$1.62 per hour extra.
- (v) Swinging scaffold - a payment of \$3.94 for the first four hours or any portion thereof and 80 cents for each hour thereafter on any day shall be made to any person employed -
 - (a) On any type of swing scaffold or any scaffold suspended by rope of cable, bosuns chair etc.,
 - (b) On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

And further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

- (vi) An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be offended by the use thereof, 70 cents per hour or part thereof.

- (vii) Hotwork: An employee who works in a place where the temperature has been artificially raised to between 46 degrees and 54 degrees Celsius shall be paid 54 cents per hour or part thereof exceeding 54 degrees Celsius- 70 cents per hour or part thereof.

Where such work continues for more than two hours the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this sub-clause.

- (viii) An employee who works in a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation shall be paid 67 cents per hour extra.
- (ix) Roof Repairs: Employees engaged on repairs to roofs shall be paid 70 cents per hour.
- (x) An employee who is an authorised operator of explosive power tools shall be paid \$1.28 for each day on which he uses such a tool.
- (xi) An employee working on any structure at a height of more than 9.144 metres where an adequate fixed support not less than .762 metres wide is not provided shall be paid 54 cents per hour in addition to ordinary rates. This sub-clause shall not apply to an employee working on a bosun's chair or swinging stage.
- (xii) An employee being the holder of a Department of Industrial Relations oxyacetylene or electric welding certificate or equivalent qualifications recognised by the Employer when required by the Employer to act on either of his certificates or equivalent qualifications during the course of his employment shall be entitled to be paid for every hour of his employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum of 47 cents per hour for each certificate in addition to the rates for journeyman plumbers.
- (xiii) A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Commerce shall be paid 54 cents per hour extra.
- (xiv) Computing quantities- Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$3.94 per day or part thereof, provided that, this allowance shall not apply to an employee classified as a leading hand and receiving allowance prescribed in clause 7, Leading Hands, of this award.
- (xv) Applying obnoxious substances:
- (a) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid 69 cents per hour extra.
- (b) In addition employees applying such material in buildings which are normally air-conditioned shall be paid 43 cents per hour extra for any time worked when the air-conditioning plant is not operated.
- (c) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the WorkCover Authority of New South Wales.
- (d) Employees working in close proximity to employees so engaged shall be paid 54 cents per hour extra.
- (e) For the purpose of this clause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

(xvii) Cleaning down brickwork: A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid 48 cents per hour extra. While so employed employees will be supplied with gloves.

(xviii) Bricklayers laying other than standard bricks - bricklayers employed laying blocks (other than concrete blocks for plugging purposes shall be paid the following additional rates:

Where the blocks weigh over 5.5 kg and under 9 kg: 54 cents

Where the blocks weigh 9 kg or over up to 18 kg: 98 cents

Where the blocks weigh over 18 kg: \$1.37

An employee shall not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that, an employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.

(xix) Plumbers engaged on electric welding applicable to plumbing other than those covered by subclause (xii) of this clause shall be paid 16 cents per hour extra for the time so worked.

(xx) Asbestos: Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (ie combination overalls and breathing equipment or similar apparatus) such employees shall be paid 68 cents per hour whilst so engaged.

(xxi) Bagging: Employees engaged upon bagging brick or concrete structures shall be paid 48 cents per hour.

(xxii) Second hand timber: A carpenter and joiner who, whilst working on second hand timber has his tools damaged by nails, dumps or other foreign matter in the timber shall be paid an allowance of \$2.12 for each day upon which his tools are so damaged. Provided that no allowance shall be payable under this paragraph unless the damage is immediately reported to the commission's representative on the job in order that he may have an opportunity to properly investigate the matter.

(xxiii) Marking setting out- A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid an additional margin of \$20.76 per week.

(xxiv) Rates not cumulative: Where more than one of the above special rates provide payments for disabilities of substantially the same nature then only the highest of such rates shall be payable.

The above rates shall not form part of the ordinary rates of wages for the purpose of calculation of overtime.

9. Annual Leave Loading

(i) Any employee who has completed at least one year's service, who is regularly on shift work and rostered to work on Sundays and/or public holidays, when proceeding on annual leave shall be paid a loading at the rate of 20 per cent of the appropriate weekly wage rate prescribed by this award in addition to payment for such leave of absence.

(ii) Any other employee who has completed at least one year's service when proceeding on annual leave shall be paid a loading at the rate of 17 1/2 per cent of the appropriate weekly wage rate prescribed by this award in addition to payment for such leave of absence.

10. Saturday Work

- (i) All time worked with the approval of the Employer between 12 midnight on Friday and 12 midnight on Saturday to make up time lost or to be lost in connection with weekend home visitation shall be paid for at the rate of single time.
- (ii) All time worked between 12 midnight on Friday and 12 midnight on Saturday which forms part of the ordinary working hours for the week or the fortnight except time worked in accordance with subclause (i) of this clause shall be paid for at the rate of time and one half.
- (iii) All time worked between 12 midnight on Friday and 12 midnight on Saturday which does not form part of the ordinary working hours for the week or the fortnight and which is not worked in accordance with subclause (i) hereof shall be paid for at the rate of time and one half for the first two hours and double time thereafter, provided that an employee who attends for work as required on Saturday shall be paid for not less than four hours' work.

11. Sunday Work

All time worked between midnight on Saturday and midnight on Sunday shall be paid for at the rate of double time; provided that an employee who attends for work as required shall be paid for not less than four hours' work.

12. Night and/Or Shift Work

Employees working night and/or shift work shall continue to be paid in accordance with present practices.

13. Travelling Time

- (i) Employees who are required to travel in order to undertake duty at another place distant five miles or more from their home station and further from their home than their home station, but to and from which they are able to travel daily, shall be credited with full time at single rate for the difference between the time at which it would be necessary for them to leave their place of residence for the temporary location and the time they would leave for their home station to work a shift commencing at the same time and also the difference between the time at which they can at the earliest arrive at their place of residence on the conclusion of their shift and the time they would arrive thereat if the employee had worked a similar shift at their home station.
- (ii) Employees required to travel in order to undertake duty at another place within five miles of their home station shall not be credited with any time for the time occupied in travelling unless the employee is obliged to first report at their home station, in which case the employee shall be credited with the full time at single rate for the time occupied in travelling from their home station to the place of duty.
- (iii) Employees covered by subclauses (i) and (ii) of this clause shall not be entitled to free rail travel between their residence and their home stations.
- (iv) An employee travelling on duty (other than as provided for in subclauses (i) and (ii) of this clause) or working at a place away from their home station to and from which they are unable to travel daily shall be paid for all time occupied in travelling from place to place according to instructions up to a maximum of 12 hours out of every 24 hours or, where a sleeping berth is provided, a maximum of eight hours out of 24. The said 24 hours shall count from time travel first commenced on a particular day.

The words "place to place" in this subclause means from job to job and do not include time occupied in travelling to home stations on home passes. When an employee travels to their departmental home station on a home pass and recommences duty at another location, they shall be paid for so much of their time spent in travelling to the new location as is in excess of what it would have taken them to return to their former place of work, subject to the limitation herein prescribed; provided that employees engaged on short duration jobs which finish on a Friday or a Saturday shall be paid for the travelling time involved in returning to their home station up to the maximum hereinbefore mentioned. A short duration job is one which does not necessitate the employee being engaged in it for more than seven

consecutive days, including non-working Saturdays and Sundays, and does not include work which progresses along a particular section of the track. Work elsewhere during the currency such short duration job, which does not necessitate the employee being away from their temporary location overnight, shall be deemed to be part of such job.

- (v) When an employee has been called upon to commence to travel by a train before 12 midnight to or from work which is performed at a place away from their home station, and arrives at their destination between 12 midnight and 6.00 am and the nature of the work will permit, they shall be allowed a reasonable time not exceeding eight hours for a rest. Any part of such eight hours which extends into what would otherwise be their working time shall be paid for subject to a maximum payment for four hours.
- (vi) An Employee Who is temporarily transferred from their home station to another place of employment because of strike conditions shall not be credited with any travelling time.
- (vii) Where payment for travelling time is provided for in this award, the rate shall be ordinary time except on Sundays when the rate shall be time and a half.
- (viii) The provisions of this clause have no application whatsoever to travelling time involved under clause 14, Home Passes.

14. Home Passes

- (i) Employees working where they can get back at night to their home stations or depots after knock-off time and be back at work by starting time next morning shall be allowed passes to enable them to return to their home stations or depots.
- (ii) Employees working away from their home stations shall be allowed passes to enable them to spend not less than 18 hours at home at weekends, provided such home is within the boundary of the area in which they are employed and such passes shall be issued:
 - (a) every week where the said time and the time spent travelling involves no loss of time;
 - (b) once a fortnight where such time involves any loss of time up to half a day;
 - (c) once in every three weeks where such time involves the loss of more than half a day.

Time so lost may be made up on the Saturday or Saturdays on which the passes are not issued where all employees on the job so agree or at any other time when the parties agree. When the time is so made up, it shall not count in the ordinary days', weeks' or fortnights' work, for any purpose, but shall stand by itself and be paid for at ordinary rates.

- (iii) Where concessions as to home passes differ from these provisions, they shall not be altered in consequence of this award.

15. Living Allowances

Employees covered by this award shall be paid living allowances under the conditions as varied from time in clause 15, Living Allowances, of Part III of the Railways Miscellaneous Grades Award.

16. Inducement Allowances

- 16.1 An employee stationed permanently on the following lines:

West of Euabalong West to Broken Hill

West and north-west of Nevertire to Cobar, Bourke and Brewarrina

West and north-west of Wee Waa to Walgett and Pokataroo

North and north-west of Edgeroi to Mungindi and Wubbera

shall be paid an allowance as follows:

	Per Week \$
Employee with Dependant/s	9.00
Employee without Dependant/s	7.60

- 16.2 An employee with a spouse or partner who is also entitled to the allowance shall be regarded as an employee without dependants for the calculation of the allowance.
- 16.3 Where at 5 September 2002 an employee was entitled to the allowance at the dependant/s rate, that employee shall continue to be paid at the dependant/s rate.
- 16.4 Where an employee in receipt of an inducement allowance acts temporarily in his/her own classification or in a lower classification in an area which does not entitle the employee to an inducement allowance, he/she shall be paid at his/her normal rate plus the inducement allowance for the area in which he/she is permanently stationed.
- 16.5 Where an employee in receipt of an inducement allowance acts temporarily in a higher classification in an area which does entitle the employee to an inducement allowance, he/she shall be paid the acting rate plus the inducement allowance for the area in which he/she is permanently stationed.
- 16.6 The allowance is paid for ordinary time only.
- 16.7 For the purpose of this clause, a dependant means a spouse in either a marital or de facto relationship, including a same sex partner who resides with the officer on a bona fide domestic basis; or a child or parent of the officer or of the spouse or partner, who ordinarily resides with the officer and is wholly or substantially dependant on the officer.

17. Sharpening Tools

Grindstones shall be provided for the use of carpenters. When the grindstone is not driven by steam or other mechanical power, assistance shall be supplied to turn it.

Saw sharpening and tool grinding may be done by the employees during working hours. Files for sharpening saws shall also be provided for the use of carpenters.

18. Picnic Day

- (i) An employee shall be granted a day's leave, without deduction of pay each calendar year, to attend an approved picnic applying generally throughout the area of the Employer in which they work. Such employee if required by the Employer to work in this day shall be granted a day's leave, without deduction of pay in lieu thereof.
- (ii) The Employer may require from an employee evidence of attendance or desired attendance at the approved picnic referred to in subclause (i) and the production of the butt of a picnic ticket purchased for the picnic shall be sufficient evidence to satisfy this requirement. Where such evidence is requested by the Employer, neither payment nor a day in lieu need be given unless the evidence is produced.
- (iii) An employee who is not required by the Employer to work in the area in which normally employed on the Picnic Day and who does not purchase a ticket for the picnic shall be provided with alternative duties on that day. Such duties to be at the discretion of the Employer.
- (iv) An employee who so elects to work in accordance with the subclause (iii) of this clause shall not be entitled to a day's leave in lieu thereof.

(This clause varied matter no. 1458/86 op. 5.12.86.)

19. Tool Lockers Or Boxes

A weatherproof and suitable lock-up shall be provided for the storage of carpenters' tools.

20. Damage to Clothing and Tools

An employee whose clothing or tools are damaged by acid or sulphur or other deleterious substances due to the circumstances of their employment shall be recompensed by the Employer to the extent of their loss, provided that this clause shall not apply if it be proved that such damage was caused by the employee's negligence.

21. Union Notices

The Secretary of any of the Unions whose members are provided for in this award shall be entitled to post Union notices not exceeding 14 inches by 9 inches in a suitable place agreed upon with the Employer; provided that any officer of the Employer may be entitled to remove any notice which the Employer thinks should be removed on the ground that it is offensive or objectionable.

22. Notation

The rates of wages prescribed by this award are subject to alteration during the currency of the award in the event of the Industrial Relations Commission making a determination pursuant to the *Industrial Relations Act 1996*.

23. Terms of Employment

- (i) Payment of wages shall be by electronic funds transfer to account. In cases where hardship may occur due to inaccessibility of facilities, consideration will be given to payment by cheque.
- (ii) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
 - (e) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
 - (f) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (g) 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

- (h) 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.
 - (i) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
 - (j) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
 - (k) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
 - (l) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.
 - (m) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 14th May 2004.
 - (n) In the case of employers who do not fall within subparagraph (m) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 14th August 2004.
 - (o) For all other employers, from the beginning of the first pay period to commence on or after 14th November 2004.
- (iii) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.
 - (iv) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
 - (v) Any direction issued by an employer pursuant to subclauses (ii) and (iii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

(This clause inserted matter no. 768/91 op. 27.9.91).

24. Leave Reserved

Leave is reserved in relation to the issue of part-time, temporary and casual work.

25. Personal/Carer's Leave

1.1 Use of Sick Leave

- 1.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 1.1.3(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, 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.

1.1.2 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.

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

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

1.2 Unpaid Leave for Family Purpose

1.2.1 An employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 1.1.3(ii) above who is ill.

1.3 Annual Leave

1.3.1 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.

- 1.3.2 Access to annual leave, as prescribed in paragraph 1.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 1.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- 1.4 Time Off in Lieu of Payment for Overtime
- 1.4.1 An employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.
- 1.4.2 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- 1.4.3 If, having elected to take time as leave in according with paragraph 1.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- 1.4.4 Where no election is made in accordance with paragraph 1.4.1 above, the employee shall be paid overtime rates in accordance with the award.
- 1.5 Make-up Time
- 1.5.1 An employee may elect, with the consent of the Employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award at the ordinary rate of pay.
- 1.5.2 An employee on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time at a later time) at the shift work rate which would have been applicable to the hours taken off.
- 1.6 Rostered Days Off
- 1.6.1 An employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- 1.6.2 An employee may elect, with the consent of the Employer, to take rostered days off in part-day amounts.
- 1.6.3 An employee may elect, with the consent of the Employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and employee, or subject to reasonable notice by the employee or the Employer.
- 1.6.4 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 Unions to participate in negotiations.

26. Sick Leave

An employee who, after not less than three months' continuous service in their current employment, is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity (including incapacity resulting from injury within the *Workers Compensation Act 1987* and or *Workplace Injury Management Act 1998*) not due to their own serious and wilful misconduct shall be entitled to be paid at the rate of single time for the period of such non-attendance, subject to the following:

- (i) Payment in connection with sick leave is to be made on the next regular pay day after the employee reports sick and such payment shall continue on regular pay days until the employee exhausts their sick leave or resumes duty.

- (ii) They shall not be entitled to be paid leave of absence for any period in respect of which they are entitled to workers' compensation.
- (iii) They shall, within 24 hours of the commencement of such absence, inform the Employer or their representative of their inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of same.
- (iv) They shall prove to the satisfaction of the Employer (or in the event of a dispute the Industrial Relations Commission) that the employee is or was unable on account of such illness or incapacity to attend for duty on the days or days for which payment under this clause is claimed.
- (v) The employee shall not be entitled in respect of any year of continued employment to sick pay for more than 76 ordinary working hours. Any period of paid sick leave allowed by the Employer to any 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 or in respect of such year. Each hour of sick leave paid shall count for accrual purposes for clearance of accrued day off.
- (vi) The rights under this clause shall accumulate from year to year so long as their employment continues with the Employer so that any part of 76 hours which has not been allowed in any year may be claimed by the employee and shall be allowed by the Employer subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this subclause shall be allowed by the Employer in any subsequent year of employment.
- (vii) For the purpose of this clause, "continuous services" shall be deemed not to have been broken by:
 - (a) any absence from work no leave granted by the Employer; or
 - (b) any absence from work by reason of personal illness, injury or other reasonable cause, (proof whereof shall in each case be upon the employee).

Provided that any such absence as aforesaid shall not be counted in computing the qualifying period of three months.

- (viii) Service with the Employer before the date of coming into operation of this award shall be counted as service for the purpose of qualifying thereunder.

27. Dispute Resolution Procedure

- (1) Any grievance, claim or dispute which arises shall, subject to the delegation of the supervisor concerned and provided the grievance, claim or dispute relates to a local matter only and its resolution will not have a repercussive impact on other locations, be settled where possible at the workplace between the employee concerned and their immediate supervisor.
- (2) If the problem is not resolved at this level, it is to be discussed between the employees concerned, the accredited local Union representative and the local controlling officer.
- (3) Should the problem be incapable of resolution at the local level, the Employer and the Union involved will confer and prompt arrangements shall be made for accredited representatives of the Union to discuss the matter with the line manager or their representative, together with officers of the Industrial Relations and/or Human Resource sections.
- (4) If the problem remains unresolved, the General Manager, Employee Relations, or their nominee and the President or Secretary of the State or Federal Branch of the Union concerned or their nominee, whichever is appropriate, should confer and take appropriate action to arrive at an agreement on the matters in dispute.
- (5) At any stage of the procedures, the parties may, by agreement, seek the assistance of a member of the appropriate industrial tribunal or a mutually acceptable neutral arbitrator for the purpose of endeavouring to conciliate or, by agreement, arbitrate on the matter.

- (6) In the event of failure to resolve the matters by Steps (1) to (5) and where the parties are unable to agree that the matters be determined by the appropriate industrial tribunal, the Union(s) concerned, before taking any action which would affect the operation of the service or members of other unions, shall forthwith notify Unions New South Wales of the existence of the dispute, following upon which a cooling-off period of 72 hours, excluding weekends and public holidays, shall apply to enable Unions New South Wales to assist in the resolution of the dispute. A copy of the notification shall be forwarded to the Employer.
- (7) During the progress of all Steps (1) to (6), as indicated above (i.e. until the expiration of a 72-hour notice of dispute) no changes will be implemented that are in dispute and work shall continue as normal, except where there is a bona fide safety issue involved.
- (8) Should a dispute still remain after the above procedures have been followed, either party shall be free to take the course they consider appropriate, including referral of the matter to the Australian Industrial Relations Commission for conciliation or arbitration within the Commission's jurisdiction.
- (9) Where a Union lodges a claim or is in dispute with the Employer over the claim, the parties shall follow the procedures set out herein.
- (10) In the event of any breach or threatened breach of the procedures outlined in Steps (1) to (6) by either party or in the event of a dispute existing, Unions New South Wales and the Employer will confer immediately and take whatever action is necessary to resolve the matter.
- (11) In the event of a demarcation dispute arising, the above procedures shall be observed and work shall continue as normal where it is agreed there is an existing custom; otherwise work shall be continued at the instruction of the Employer.
- (12) Stoppages directed by Unions New South Wales or the ACTU and generally applying in industry are exempted from this provision.
- (13) Nothing contained herein shall preclude either the Employer or Unions New South Wales from entering into direct negotiations on any matter.

28. Redundancy

28.1 Definition

"Redundancy" means:

- (a) a situation where an employee who has less than 12 months' employment with their current employer and ceases to be employed by an employer, other than for reasons of misconduct or refusal of duty or termination of employment by the employee;
- (b) a situation where an employee who has more than 12 months' employment with their current employer and ceases to be employed by an employer, respondent to the award, other than for reasons of misconduct or refusal of duty.

"Redundant" has a corresponding meaning.

28.2 Redundancy Pay

A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous with their employer.

Period of Continuous Service with an Employer	Redundancy/Severance Pay
1 year or more but less than 2 years	2.4 weeks' pay plus, for all service in excess of 1 year, 1.75 hours' pay per completed week of service up to a maximum of 4.8 weeks' pay

2 years or more but less than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours' pay per completed week of service up to a maximum of 7 weeks' pay
3 years or more but less than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours' pay per completed week of service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

Provided that, where the employee is terminated by the Employer for reasons other than misconduct or refusal of duty and the employee has been employed for less than 12 months' continuous service, then the employee shall be entitled to a redundancy/severance payment of 1.75 hours per week of service.

28.3 "Week's pay" means the ordinary-time rate of pay at the time of termination for the employee concerned.

28.4 If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement shall be paid to the estate of the employee.

28.5

- (i) Any period of service as a casual employee shall not entitle an employee to accrue service in accordance with this clause for that period.
- (ii) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.

28.6 An employer bound by this award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employer utilises such a fund:

- (i) payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay, shall be set off against the liability of the Employer under this clause, and the employee shall receive the fund payment or the award benefit whichever is the greater but not both; or
- (ii) where a fund which has been established pursuant to an agreement between unions and employers does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall be entitled to the fund benefit or the award benefit whichever is greater but not both.

28.7 Service as an employee for Crown in the Right of the State of New South Wales shall not be counted as service for the purpose of this clause.

28.8 Employee Leaving during Notice

An employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and, if this occurs, shall be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.

28.9 Transmission of Business

- (i) Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (b) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (ii) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

29. Occupational Health and Safety for Employees of Labour Hire Employers

29.1 Occupational Health and Safety for employees of labour hire employers

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) The employer engaging a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(iv) Disputes Regarding the Application of this Clause

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

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

30. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Government Railways (Building Trades Maintenance Staff) Award published 13 May 2005 (350 I.G. 1052) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 February 2008.

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

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

GROCERY PRODUCTS MANUFACTURING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1539 of 2007)

Before Commissioner Bishop

5 February 2008

REVIEWED AWARD**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
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3.	Hours - Day Work
4.	Hours - Shift Work
5.	Procedure for Settling Disputes
6.	Shift Work Allowances
7.	Wages
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9.	State Wage Case Adjustments
10.	Meal Hours
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32.	Right of Entry
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38. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

PART A**1. Title**

This Award shall be known as the Grocery Products Manufacturing (State) Award.

2. Definitions

For the purpose of this award:

- (i) Casual Employee - shall mean an employee engaged to work for a lesser period than 38 hours in any one week, who is engaged and paid as such.
- (ii) Condiment - shall mean something used to give relish to food and to gratify the taste, a pungent or appetising substance such as pepper or mustard or seasoning or any substance used in the thickening or binding of foodstuffs such as gluten, bread crumbs, gum arabic or cornflour.
- (iii) Miller - shall mean an employee in charge of one or more gristling or grinding machines but shall not include the head miller.
- (iv) Combined Miller - shall mean and shall include any employee capable of and who, in the course of his ordinary duties may be required to do the combined work of grinding and/or roasting and/or blending of any of the following:
 - (a) Grinding - spices, condiments, rice, oatmeal, cornflour and pepper.
 - (b) Roasting - coffee, chicory, groats, wheat, peanuts, malt and peas.
 - (c) Blending - pepper.
- (v) Packer - shall mean an employee filling bags or other containers of 25.4 kg (56lb) weight and over by an automatic machine, semi-automatic machine and/or hand from a sleeve, weighing and thereafter sewing up the bags or sealing the containers.
- (vi) Union - shall mean the National Union of Workers New South Wales Branch.
- (vii) Adult Employee - shall mean an employee 18 years of age or over.
- (viii) Junior Employees - shall mean an employee under 18 years of age.
- (ix) Any reference to the male gender in this award shall also be taken to be a reference to the female gender and vice versa.

2A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in

particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

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

- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

3. Hours - Day Work

Unless otherwise determined by agreement in accordance with clause 33, Workplace Consultation, the following provisions shall apply:

(a) ORDINARY HOURS OF WORK:

(i) Except as provided elsewhere in this clause, ordinary working hours shall not exceed an average of 38 per week to be worked between 6.00 a.m. and 6.00 p.m., Monday to Friday on one of the following basis:

- (1) 38 hours within a work cycle of one week
- (2) 76 hours within a work cycle of two weeks
- (3) 114 hours within a work cycle of three weeks
- (4) 152 hours within a work cycle of four weeks

Different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the establishment concerned.

- (ii) In the absence of agreement the ordinary working hours are not to exceed eight on any day.
- (iii) Where agreement exists between the employer and the employee or between the employer and the majority of employees concerned, the ordinary hours of work can be worked at any time on any day of the week, Saturday and Sunday inclusive.

(b) RATE FOR ORDINARY HOURS ON SATURDAY AND SUNDAY

Ordinary hours of work performed on a Saturday shall be paid for at time and one half and on a Sunday at double time.

(c) MEAL BREAK

A meal break shall be allowed for a minimum of half an hour or such other period as may be agreed between the employer and the majority of employees concerned. An employee shall not be required to work for more than five ordinary hours without a meal break unless otherwise agreed, provided that the time of taking a meal break for a particular day may be varied to meet the needs of the establishment. If a meal break is not given within six hours an employee shall be paid at time and one half rates until a meal break is allowed.

(d) NOTICE OF ROSTERED DAYS OFF

In cases where, by virtue of arrangement of the ordinary hours of work, an employee is entitled to a rostered day off during the work cycle, such employee shall be advised by the employer at least four weeks in advance of the day to be taken off by written notice posted by the employer on the notice board.

(e) BANKING ROSTERED DAYS OFF

By agreement between the employer and an employee or between an employer and the majority of employees concerned rostered days off may be accumulated (banked) and shall be entitled to be taken in a manner agreed upon between the employer and the employee.

(f) ROSTERED DAY OFF NOT TO COINCIDE WITH HOLIDAY

In cases where, by virtue of the arrangement of the ordinary hours of work, the employee is entitled to a day off during the work cycle, the weekday to be taken off shall not coincide with a holiday fixed in accordance with clause 12, Sundays and Holidays.

(g) **SUBSTITUTE DAYS:**

- (i) The employer and an employee or the employer and the majority of employees concerned may by agreement substitute the day the employee or employees are to take off during a work cycle for another day.
- (ii) An apprentice who is required to attend trade school on a rostered day off shall be entitled to a substitute day as soon as practicable following the attendance at trade school.

(h) **WORK ON A ROSTERED DAY OFF:**

Unless a rostered day off is substituted for another day off in accordance with subclause (e) or (g) work performed on the rostered day off will be paid in accordance with clause 11, Overtime.

4. Hours - Shift Work

Unless otherwise determined by agreement in accordance with clause 33, Workplace Consultation, the following provisions shall apply:

(a) **ORDINARY HOURS OF WORK**

- (i) Except as elsewhere provided in this clause the ordinary working hours shall not exceed an average of thirty-eight per week.

Different methods of working shifts may apply to various groups or sections of employees in the establishment concerned.

- (ii) In the absence of agreement the ordinary working hours are not to exceed eight on any day.
- (iii) Where agreement exists between the employer and an employee or between the employer and the majority of employees concerned, the ordinary hours of work can be worked at any time on any day of the week, Saturday and Sunday inclusive.

(b) **DEFINITIONS**

- (i) "Day Shift" means a shift worked in accordance with the terms of clause 3, Hours - Day Work, which forms part of a rostered shift system.
- (ii) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- (iii) "Night Shift" means any shift finishing after midnight and at or before 8.00 a.m.
- (iv) "Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.
- (v) "Continuous Work" means work carried on with consecutive shifts of persons throughout the twenty-four hours of each day of the week without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

(c) **CHANGE OF SHIFT ROSTERS**

Employees placed on the shift roster shall not have their roster changed by the employer without 48 hours' notice of such change or payment is made at time and one half rates for ordinary time worked until such 48 hours' notice would have expired. Such extra rate shall be in substitution for the shift allowance.

(d) TERMINATION OF SHIFT

A shift worker shall be given seven days' notice of the cessation of the shift work. If such notice is not given, the appropriate shift allowances set out in clause 6, Shift Work Allowances, shall be paid until such seven days' notice expires.

(e) MEAL BREAKS

(i) Employees employed in mills running two shifts shall be paid 30 minutes for meals during each shift and no time shall be deducted for such meal breaks except where a meal relief is granted on day shifts and the employees concerned are paid an additional amount as set out at Item 14 of Table 2 in Part B - Monetary Rates per shift and in such case not less than 30 minutes or more than one hour shall be allowed for a meal break which shall not be counted as time worked.

(ii) Employees employed in mills running three shifts shall be allowed 30 minutes for meals and no time shall be deducted for meals on shift.

(f) NOTICE OF ROSTERED SHIFTS OFF:

In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is entitled to a rostered day off during the work cycle, such employee shall be advised by the employer at least four weeks in advance of the day to be taken off by written notice posted by the employer on the notice board.

(g) BANKING OF ROSTERED SHIFTS OFF:

By agreement between the employer and an employee, or between the employer and the majority of employees concerned, rostered shifts off may be accumulated (banked) and shall be entitled to be taken in a manner agreed upon between the employer and the employee.

(h) ROSTERED SHIFTS OFF NOT TO COINCIDE WITH HOLIDAYS:

(i) In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is entitled to a rostered shift off during the work cycle, the shift to be taken off shall not coincide with a holiday fixed in accordance with clause 12, Sundays and Holidays.

(ii) Provided that, in the event that a public holiday is prescribed after an employee has been given notice of a rostered shift off in accordance with subclause (f) of this clause and a holiday falls on such shift the employer shall allow the employee to take an alternative shift off in lieu.

(iii) An employee working continuous shift work who by the arrangement of ordinary hours of work is entitled to a rostered shift off which falls on a public holiday prescribed by the said clause 12 of this award shall at the discretion of the employer, be paid for that day one-fifth the ordinary weekly rate of pay or have an additional day added to the annual leave entitlement. This provision shall not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.

(iv) Where an employee is absent from work for the purpose of enjoying a rostered day off, then such employee shall be paid the shift allowance, or any other allowance, he/she would have received had he/she attended for duty that day.

(i) RATES FOR ORDINARY SHIFTS ON SATURDAY, SUNDAY AND HOLIDAYS:

(i) An ordinary shift, the major portion of which is worked on a Saturday, shall be paid for at time and one half rates. An ordinary shift the major portion of which is worked on a Sunday or Holiday shall be paid for at double ordinary time. Such extra rate shall be in substitution for shift allowances as prescribed in clause 6, Shift Work Allowances.

(j) DAY WORKER CHANGING TO SHIFT WORK:

Where a day worker commences shift work at the instruction of the employer without seven days' notice (or the reduced period of 48 hours' notice where the transfer to shift work is necessitated by absenteeism) the employer shall pay time and one half rates for all ordinary time worked until such required notice would have expired. Such extra rate shall be in substitution for the shift allowance.

(k) WORK ON A ROSTERED SHIFT OFF:

Unless a rostered shift off is substituted for another shift off in accordance with subclauses (g) and (l) of this clause, work performed on the rostered shift off will be paid in accordance with clause 11, Overtime.

(l) SUBSTITUTE SHIFT

The employer and an employee or the employer and the majority of employees concerned may by agreement substitute the shift an employee or the employees are to take off during a work cycle for another shift without the payment of penalty rates.

(m) DAYLIGHT SAVING

Notwithstanding anything contained elsewhere in this award, in any area where, by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State the length of any shift commencing before the time prescribed by the relevant legislation for the commencement 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 so recorded at the end thereof, the time of the clock in each case to be set at the time fixed pursuant to the State legislation.

In this subclause the expression "standard time" and "summer time" shall bear the same meaning as prescribed by the State legislation.

5. Procedure for Settling Disputes

- (i) Should a dispute arise between any employee and the Company which cannot be resolved by the employee and his/her supervisor, the matter should be referred to the Factory Supervisor and Union Representative for resolution.
- (ii) In the event they are unable to resolve the matter, it must be referred to the Production Manager who will attempt to settle the dispute.
- (iii) Should the dispute still not be resolved, the Union Representative will refer the matter to the Union Organiser who will make a further attempt at settlement.
- (iv) If, after the above has been followed, the dispute still remains unresolved it will be referred to the Industrial Relations Commission of New South Wales for determination.
- (v) In the event that a stop work meeting is proposed, the employees agree to complete all work in progress and carry out whatever cleaning etc. is required to make the plant and surrounding areas properly clean, secure, safe, and not liable to any damage or loss through being left unattended.

6. Shift Work Allowances

- (i) Employees engaged on day, afternoon and night shift in regular weekly rotation shall be paid as set out in Item 1 of Table 2.
- (ii) Employees engaged on day and night shift only in regular weekly rotation shall be paid as set out in Item 2 of Table 2.

- (iii) Employees engaged on afternoon and night shift only in regular weekly rotation shall be paid as set out in Item 3 of Table 2.
- (iv) Employees engaged on afternoon shift only shall be paid as set out in Item 4 of Table 2.
- (v) Employees engaged on permanent night shift shall be paid as set out in Item 5 of Table 2.
- (vi) Employees instructed by their employer to change shift during any week shall be paid as set out in Item 6 of Table 2 for each change but not for the change back.

7. Wages

- (i) Adults - The minimum award wage rate shall be paid as set out in Table 1 of Part B.
- (ii) Where juniors are required to perform work ordinarily done by adults such juniors shall receive the appropriate wages fixed for adult employees as set out in Table 1 of Part B according to the class of work performed.
- (iii) Leading Hands - An employee appointed by their employer to supervise the work of not less than three and not more than ten employees shall be paid an amount as set out in Item 7 of Table 2 in addition to the rate fixed for the class of work performed by such employee; provided, however, that an employee shall not be entitled to the payments herein fixed by reason only of the fact that the employee is performing work coming under any of the classifications set out in Table 1 of Part B.
- (iv) Additional Rates -
 - (a) A mill hand called upon to be the person in charge of vat mixing liquid mustard shall be paid an amount as set out in Item 8 of Table 2 in addition to the rate herein prescribed for a mill hand.
 - (b) An employee engaged in the grinding of chillies shall be an amount as set out in Item 9 of Table 2 in addition to his ordinary rate of pay for the time actually engaged on such work.
 - (c) Employees engaged in packing or unpacking and who are exposed to pepper, shake-on seasoning, blackit, curry powder, cinnamon, instant coffee, ammonia, baking powder or fruit saline shall be paid as set out in Item 10 of Table 2 in addition to the ordinary rates of pay prescribed in this award.
- (v) Casual Employees - See subparagraph (A)(ii) of clause 20, Conditions of Employment.

8. Undertakings

- (a)
 - (i) Employees under this award shall be required to perform a wide range of duties including work which is incidental or peripheral to their main tasks or functions as well as maintenance duties (subject to required skills) requiring some use of tools.
 - (ii) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award.
 - (iii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
 - (iv) Subject to agreement at the enterprise level, employees shall undertake training for the wider range of duties and for access to higher classifications.

- (v) The parties shall not create barriers to the advancement of employees within the award structure or through access to training.
- (vi) The parties shall accept in principle a new classification structure in which descriptions shall be more broadly based and generic in nature.
- (vii) The parties shall co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputations.
- (viii) N.B.: All work performed under this Award shall be done consistent with the *Occupational Health and Safety Act 2000* (including regulations) and any successor legislation.

(b) Award Modernisation -

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

Any alterations to current terms and conditions of employment shall be processed in accordance with the procedure set out in clause 34, Enterprise Arrangements of this award.

(c) Training -

- (a) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills required.
- (b) Following proper consultation or through the establishment of a training committee, an employer shall develop a training programme consistent with
 - (i) the current and future skill needs of the enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocational skills relevant to the enterprise and the grocery manufacturing industry through courses conducted by accredited educational institutions and providers.
- (c) Where it is agreed a training committee be established that training committee should be equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
 - formulation of a training programme and availability of training courses and career opportunities to employees;
 - dissemination of information on the training programme and availability of training courses and career opportunities to employees;
 - the recommending of individual employees for training and reclassification;
 - monitoring and advising management and employees on the on-going effectiveness of the training.

- (d)
- (i) Where it is agreed that additional training in accordance with the programme developed pursuant to paragraph (b) of this subclause should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employers technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
 - (iii) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

9. State Wage Case Adjustments

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

- (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.

10. Meal Hours

- (i) Except as provided for in paragraph (c) of clause 3, Hours, not less than thirty minutes nor more than one hour per day, between 11.00 a.m. and 2.00 p.m. shall be allowed for lunch. This meal time, when fixed, shall not be altered except by mutual agreement between the employer and the employees.
- (ii) The time at which an employee is required to have lunch on the first working day in each week shall be the recognised lunch break for each of the remaining days in that week.
- (iii) Employees shall not be required to work any part of a recognised meal break unless they so desire but, if they consent to do so, they shall be paid at the rate of time and one half in addition to the ordinary rates prescribed in Table 1 - Wages, of Part B, Monetary Rates, for the time so worked.
- (iv) An employee required to work overtime for more than two hours after the usual ceasing time shall be paid the sum set out in Item 11 of Table 2 - Other Rates and Allowances, of the said Part B, as a meal allowance. An employee required to work six hours or more after the usual ceasing time shall be paid a further sum as set out in Item 12 of the said Table 2 for a second meal allowance.

11. Overtime

Unless otherwise determined by agreement in accordance with clause 33, Workplace Consultation, the following provisions shall apply:

- (a)
 - (i) All work done outside the ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Provided that in respect of overtime worked on a Saturday payment shall be made at the appropriate overtime rate as for a minimum of three hours worked, except in the case of shift worker continuing in overtime after having finished his ordinary hours of work on a Saturday. In the computation of overtime each day or shift shall stand alone.

- (ii) An employee shall not be paid overtime for work on any day until the employee has worked the equivalent of his ordinary hours for the day. This provision is intended to apply in circumstances where employees are late for work or are unlawfully absent during the day.
- (b) Where, after having left their place of employment, an employee is recalled to work from their home, the employee shall be paid for at least three hours' work at the appropriate rate, except where such recall occurs within one hour of the employee's normal commencement time. In such case overtime rates shall apply until the normal commencement time and then ordinary rates shall be payable.
- (c) An employee who works so much overtime between the termination of the ordinary hours of work on one day or shift and the commencement of the ordinary hours of work on the next day or shift that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double ordinary rates until the employee is released from duty for such period and he/she shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for 10 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 shift worker is required to replace such shift worker; or
- (iii) Where a shift is worked by arrangement between employees themselves.
- (d) Compulsory Overtime -
 - (i) An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
 - (ii) The organisation party to this award shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.
- (e) Time Off In Lieu Of Overtime, Call Back, Sunday and Holiday Work - Subject to the following provisions, time off in lieu of payment of overtime, call back, Sunday and Holiday work may be taken by an employee. The amount of time off shall be calculated on the basis of the appropriate penalty rate. This alternative to the payment of penalty rates shall only apply by agreement between the employer and the employee concerned.
- (f) Standing by - An employee required by the employer to hold the employee in readiness for call back to work shall be paid "stand by" time at ordinary rates of pay from the time the employee is required to so hold the employee in readiness until released by the employer from the requirement to "stand by".
- (g) An employee working overtime but finishing work when means of transport are not available, shall be entitled to any additional outlay incurred in reaching home by reasonable means of transport or transport home provided by the employer.

12. Sundays and Holidays

- (i)
 - (a) The days upon 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 an additional holiday being the last Monday in October each year, together with

- any other days which shall be proclaimed by the Government as public holidays shall be recognised as holidays and no deduction shall be made from the wages of permanent employees for such holidays if not worked,
- (b) In localities where no Labour Day is observed a day in lieu thereof shall be granted to employees and such day shall be arranged mutually between the employer and the union,
 - (c) An employer and an employee, or an employer and the majority of employees in an establishment, may agree to observe an alternative day as a holiday in lieu of the last Monday in October.
 - (d) An employee required to work on any of the holidays specified in paragraph (a), of this sub-clause, shall be paid at the rate of double time and a half.
 - (e) An employee required to work on a Sunday shall be paid at the rate of double time.
- (ii) Payment for any holiday need not be made in cases where an employee is absent on the last working day prior to the holiday or on the first working day following the holiday unless such absence is due to illness or the action of the employer or is taken with the permission of the employer.
 - (iii) No employee, other than a shift worker, shall be required to work on a Sunday or holiday unless given forty-eight hours' notice that he/she will be required.
 - (iv) An employee discharged, except for misconduct, within fourteen days of any of the holidays specified in paragraph (a) of subclause (i) of this clause, shall be paid for such holiday; provided that such employee has been employed for a period of not less than fourteen days immediately prior to the date of the employee's discharge.
 - (v) A holiday shall commence at 7.00 a.m. on the day of the holiday and end at 7.00 a.m. on the next succeeding day. Alternatively, a holiday shall commence at the beginning of the first shift on the day of the holiday and end at the beginning of the first shift on the next succeeding day. The provision of this sub-clause shall not apply to the Australasian Conference Association Limited at Cooranbong and Lewisham.

13. Annual Leave

See *Annual Holidays Act 1944*.

During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by Table 1 - Wages, of Part B, Monetary Rates.

The loading shall be as follows:-

- (i) Day Worker - an employee who would have worked on day work only had the employee not been on leave - a loading of 17.5 per cent.
- (ii) Shift Worker - An employee who would have worked on shift work had the employee not been on annual leave - a loading of 17.5 per cent. Provided that, where the employee would have received shift allowances prescribed by this award had the employee not been on leave during the relevant period and such allowances would have entitled the employee to a greater amount than the loading of 17.5 per cent, then the shift allowance shall be added to the rate of wage prescribed by clause 7, Wages, in lieu of the 17.5 per cent loading. Provided further that, if the shift allowances would have entitled the employee to a lesser amount than the loading of 17.5 per cent, then such loading of 17.5 per cent shall be added to the rate of wage prescribed by the said clause 7, in lieu of the shift allowances.

The loading prescribed in this clause shall not apply to proportionate leave on termination.

14. Long Service Leave

See *Long Service Leave Act 1955*.

15. Sick Leave

- (i) An employee who is absent from work by reason of personal illness or injury, not being illness or injury arising from the employee's misconduct or default or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (a) The employee shall not be entitled to paid leave of absence unless the employee has been in the service of the employer concerned for at least one month immediately prior to such absence.
 - (b) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to Workers' Compensation weekly benefits.
 - (c) The employee shall notify the employer as early as possible of their inability to attend for duty. Where practicable this shall be done within eight hours of the commencement of their work and in any event such notification shall be made within 24 hours of the commencement of his/her absence.
 - (d) The employee shall furnish to the employer such reasonable evidence as the employer may desire that the employee was unable by reason of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
 - (e) The employee shall not be entitled during the first year of service to leave in excess of 38 hours of ordinary working time and not more than 76 hours in respect of subsequent years of service.
 - (f) During the first six months of employment with an employer the employer shall not be liable to pay the employee for more than three and one third hours absence owing to ill health or accident in respect of each completed month of employment with that employer.
- (ii) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer so that any part of sick leave which has not been allowed in any one year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in subsequent year of continued employment. Any rights which accumulate, pursuant to this subclause, shall be available to the employee for a period of twelve years, but for no longer, from the end of the year in which they accrued.
- (iii) For the purposes of this clause continuous service shall be deemed not to have been broken by:
 - (a) any absence from work on leave granted by the employer; or
 - (b) any absence from work by reason or personal illness, injury or other reasonable cause, proof whereof shall in each case be upon the employee.
- (iv) Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under paragraph (e) of subclause (i) of this clause, but shall not be taken into consideration in arriving at the period of accumulated leave.
- (v) Accumulated sick leave at the credit of an employee at the commencement of this award shall not be affected nor reduced by the operation of this clause.

16. 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 16(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 15, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

(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.

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

Where the parties are unable to reach agreement the disputes procedure at clause 5, Procedure For Settling Disputes, should be followed.

- (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 class of person set out in 16(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.
- (3) Annual Leave -
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (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.
 - (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (4) Time Off In Lieu of Payment for Overtime -
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-Up Time -
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken 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.
- (7) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 16(1)(b) and 16(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 16(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

16A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

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

to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's

business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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

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

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

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

- (4) Communication during parental leave

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

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

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

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

17. Mixed Functions

- (i) An employee directed to perform work or to relieve in a higher grade shall, whilst so employed be paid at the rate prescribed by this award for the employee they are relieving provided that where an employee performs work in a higher grade for more than four hours on any one day or more than a total of twenty hours in any one week, such employee shall be paid the higher rate for the whole of such day or the whole of such week as the case may be.
- (ii) An employee, who is required to perform work of a lower grade than that upon which the employee usually is employed and who performs such lower grade of work for the greater part of the week, shall suffer no reduction in their wages by reason of doing the lower grade of work.

18. Manning of Mills and Factories

Not less than two persons shall be on duty at all times in any mill or factory other than persons whose function it is to observe production processes.

19. Proportion of Juniors

- (i) The proportion of junior employees to be employed in that section of the industry covered by Division I and II, and Section A, Macaroni, Vermicelli or Spaghetti, of clause 7, Wages, shall be one junior employee to every three or fraction of three adult employees.

20. Conditions of Employment

Unless otherwise determined by agreement in accordance with clause 33, Workplace Consultation, the following provisions shall apply:-

(A) Engagement - Subject to the following conditions the engagement of all employees under this award shall be on the basis of either permanent employment (which includes part time employees) or casual employment. Employees shall be notified prior to engagement under which category they are employed.

(i) Permanent Employees (Including Part-time Employees)

- (a) Probationary Period of Employment - All new permanent employees (which includes part-time employees) shall be employed under a probationary period of three months commencing from the date of engagement. During this period a new employee will be properly instructed on the tasks and requirements of the position to be filled. During the probationary period employment shall be on a day to day basis and the employee's employment may be terminated by either the employer or the employee at the end of any day or shift without notice.
- (b) A "part-time employee" shall mean an employee who is employed on a permanent basis to work regular days and regular hours, either of which are less than the number of days or hours worked by full-time employees employed at a site, but such days shall not be less than two per week and such hours shall not be less than 16 per week.
- (c) The number of part-time employees that may be employed at a site shall not exceed the proportion of one part-time employee to every four or portion of four full-time permanent employees employed under this award.
- (d) The part-time employee shall be paid per hour one thirty-eighth of the weekly rate prescribed for full-time employees for the classification in which he or she is employed.
- (e) The spread of ordinary hours of part-time employees shall be the same as that applicable to full-time permanent employees in the section of the establishment in which they are employed. The number of ordinary hours worked shall not on any day exceed the number of ordinary hours of permanent employees in the section in which the employee is employed and shall not in any week exceed the number of hours of permanent employees in the section without the payment of overtime.
- (f) Subject to this subclause, all the provisions of this award shall apply to a part-time employee on a pro rata basis.

(ii) Casual Employees -

- (a) The rate of pay for casual employees shall be the award rate plus 12.5 per cent. Where a casual employee works on any day Monday to Friday in excess of the number of ordinary hours worked by permanent employees in the establishment the rate of pay for working such excess hours shall be time and a half for the first two hours and double time thereafter and such rate shall not include the casual loading.
- (b) The rate of pay for work performed by casual employees on Saturdays, Sundays and Public Holidays shall be the award rate plus 12.5 per cent.

(NOTATION: The New South Wales *Annual Holidays Act 1944* provides that casual employees under this award are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave.)

(B) Termination -

- (i) Permanent employees (including Part-time Employees) - 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.

No such notice shall be given to an employee at the time of commencing his/her annual holidays or long service leave or during the currency of such holidays or leave.

- (ii) Casual Employees - Employment shall be terminated by one hour's notice on either side given at any time during the week or by payment or forfeiture of one hour's ordinary pay as the case may be.
- (iii) Instant Dismissal - These provisions shall not affect the right of the employer to dismiss any employee without notice for serious and wilful misconduct, and in such cases, the wages shall be paid up to the time of dismissal only.

(C) Stand Down -

- (i) None of the above shall affect the right of the employer to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.
- (ii) Except as provided by clause 15, Sick Leave, employees shall not be entitled to full weekly wages unless they are ready, willing and available to work during the ordinary hours of the week prescribed by this award.

21. Time and Payment of Wages

- (i) All employees shall be paid at the termination of their final shift in each week which shall be not later than Friday in each week. Provided that any employer, if they so desire, may keep one day's pay in hand of each of such permanent employee.
- (ii) An employee kept waiting for their wages on pay day for more than 15 minutes after the usual time for ceasing work shall be paid overtime after that 15 minutes with a minimum payment as for quarter of an hour.

22. Deduction and Remittance of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
- (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
- (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
- (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the

Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.

- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advise shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.

23. Bereavement Leave

- (a) An employee, other than a casual employee, shall be entitled to up to two days' bereavement leave, up to and including the day of the funeral, without deduction of pay on each occasion of the death within Australia of a person as prescribed in subclause (c) of this clause.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employees in respect to a death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 16, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 16. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (f) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 23(b) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 16(1)(c)(ii) of clause 16, Personal/Carer's Leave.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

24. Dismissal

Except for misconduct, when payment shall be made not later than the next succeeding pay day an employee who is dismissed on a day, other than a pay day, shall be paid all wages and overtime due at the time of dismissal and for any time in excess of fifteen minutes the employee is kept waiting for payment the employee shall be paid at ordinary rates of wages prescribed by Table 1 of Part B.

25. First Aid

- (i) Adequate first-aid appliances shall be kept on the premises of each employer and shall be maintained at all times ready for use.
- (ii) Note - See *Occupational Health and Safety Act 2000*.

26. Uniforms

- (i) Where an employer requires an employee to wear a special establishment uniform the employer shall provide such uniform.
- (ii) If the employee is not allowed to take the uniform home to be laundered the employer shall be responsible for the laundering thereof.
- (iii) Not later than six weeks after the commencement of employment an employer shall supply to a permanent employee, upon request, safety footwear free of charge; such footwear shall remain the property of the employer, but it shall be a condition of the employment that the employee shall wear such safety footwear at all times whilst at work. "Worn out" safety footwear shall be replaced by the employer free of charge to the employee when an employer is satisfied that the safety footwear is worn out and the footwear being returned to the employer. On termination of the employment the employee shall upon request return the safety footwear issued to the employee in good order and condition, fair wear and tear accepted.

27. Morning Refreshment

- (i) All employees shall be allowed a paid ten minute break between 8.30 a.m. and 11.00 a.m. for morning tea.
- (ii) Hot water and tea or coffee or cocoa, together with milk and sugar shall be provided by the employer for morning tea and at lunch time.

28. Protective Clothing

Employees engaged on filling containers with ammonia or hot coffee essence shall be supplied with gloves which they shall wear.

29. Washing Times

Employees engaged in gluing or pasting or whose hands come in contact with curry, cinnamon, phenyl, coffee or turmeric shall be allowed five minutes for washing before ceasing time on the termination of the day's work.

30. Jury Service

An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their 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 their employer as soon as possible of the date on which the employee is required to attend for jury service. Further the employee shall give their employer proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

31. Dusty Conditions

Where an employee and their supervisor agree that work is of an unusually dusty nature the employee shall be entitled to be paid an amount as set out in Item 13 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the ordinary rates of pay prescribed by this Award.

Any dispute over such work shall be dealt with in accordance with the disputes procedure in this Award.

32. Right of Entry

See the *Industrial Relations Act 1996*.

33. Workplace Consultation

The development of effective participative/consultative practices is important in the process of award restructuring and can lead to advantages for both employers and employees. It is therefore recommended that participative/consultative mechanisms at the enterprise level be implemented.

- (i) Consultative Mechanisms/Practices shall be implemented within each enterprise where agreement exists between employers and employees.
- (ii) The form, structure and method of implementing Consultative Mechanisms/Practices shall be determined at the enterprise level through negotiation between the employer, employees and where either party deems it appropriate, the Union. The Union shall where involved be represented in the consultation process by Shop Stewards.
- (iii) The Union agrees that at enterprises where Consultative Mechanisms/Practices are in place the parties may, by agreement, vary the application of designated award conditions referred to in this award. The Union shall be party to the ratification of any agreement but shall not unreasonably withhold such agreement where the employees genuinely agree.
- (iv) Where an enterprise does not have in place agreed Consultative Mechanisms/Practices current award provisions will apply unless otherwise varied in accordance with the award modernisation provisions of clause 8, Undertakings.
- (v) The Union reserves the right to advise its members as it deems appropriate on award issues under discussion.

The process of consultative practices is a mechanism through which employees can be involved in and positively contribute towards management decision making process. All decisions are encouraged to be reached through Consultative Mechanisms/Practices; however, managerial prerogative is acknowledged.

34. Enterprise Arrangements

See the enterprise arrangement principle of the Wage Fixing Principles of the State Wage Case.

35. Redundancy

(i) Application -

- (a) This clause shall apply in respect of full-time and part-time employees.
- (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.

(ii) Introduction of Change -

(a) Employer's Duty to Notify -

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

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

(b) Employer's Duty to Discuss Change -

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this sub-clause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy -

(a) Discussions Before Terminations.

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

(a) 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 sub-clause (ii)(a)(1) above.

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) 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 subclause (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (3) The period of notice required by this sub-clause 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.
- (c) Time Off During the Notice Period -
 - (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
 - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) 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.
- (e) 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.
- (f) Notice to Appropriate Government Agency - Where a decision has been made to terminate employees, the employer shall notify Appropriate Government Agency 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.
- (g) 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 the Department of Social Security.
- (h) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, 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.
- (v) Severance Pay -
 - (a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:
 - (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years 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

- (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.

- (b) 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 (a) above.

The Industrial Relations 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 (i) above will have on the employer.

- (c) 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 paragraph (a) above if the employer obtains acceptable alternative employment for an employee.

- (vi) Savings Clause - Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

36. 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:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal Jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

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

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

37. Superannuation

DEFINITIONS -

- (a)
 - (i) "Fund" - In this clause, all reference to "fund" shall mean the Milling and Associated Industries Superannuation Fund (the MAIS fund) at sites providing occupational superannuation prior to 1 July 1991; or, the Labour Union Co-Operative Retirement Fund (LUCRF) at sites introducing Occupational Superannuation on or after 1 July 1991.
 - (ii) "Ordinary-time earnings" - In this clause, the term "ordinary-time earnings" shall mean the award classification rate, including supplementary payments where relevant, overaward payments and shift work loadings.
 - (iii) "Approved superannuation scheme" - For the purpose of this clause, "approved superannuation scheme" means a scheme approved in accordance with the Commonwealth's operational standards or occupational superannuation funds.

EMPLOYER CONTRIBUTIONS -

- (b)
 - (i) In addition to other payments provided for under this award, the employer shall make a superannuation contribution to the fund on behalf of eligible employees of an amount equivalent to three per cent of the employee's ordinary time earnings.
 - (ii) Payment shall be made on a monthly basis and cover pay periods completed in that time.
 - (iii) The majority of employees in an establishment will determine the appropriate fund for that establishment prior to 1 July 1991, after which time the Labour Union Co-operative Retirement Fund (LUCRF) shall be the only defined fund.

ELIGIBILITY -

- (c)
- (i) Employers shall only be required to make contributions in accordance with this clause in respect of employees who have been employed by the employer continuously for a period of three months.
 - (ii) Contributions for casual employees will be made at the end of each calendar month, calculated at three per cent of all earnings during the month; provided that, if a casual employee's hours are less than 12.5 hours in any week, the employer shall not be required to make any contribution.
 - (iii) Employees who become eligible to join the fund shall, in addition to contributions under subclause (b) hereof, be entitled to a once only contribution by the employer to the fund in respect of the qualifying period. Such contributions shall be equivalent to contributions under subclause (b) hereof.
- (d) Employer's Contribution During Leave Without Pay - Where an employee is absent on leave without pay, whether or not such leave is approved, no contribution from the employer shall be due in respect of that employee in respect of the period of unpaid absence.

EMPLOYEE CONTRIBUTIONS -

- (e)
- (i) Employees who wish to make contributions to the fund additional to those being paid by the employer pursuant to subclause (b) hereof, shall be entitled to authorise the employer to pay into the fund from the employee's wages amounts specified by the employee.
 - (ii) Employee contributions to the fund requested under this subclause shall be made in accordance with the rules of the fund.
- (f) Cessation of Contributions - The obligation of the employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employer.
- (g) Employer's Failure To Participate In Fund - Where an employer has failed to make application to participate in the fund, the employer shall make application to participate in the fund and, upon acceptance by the trustees, shall make a once only contribution to the fund in respect of each eligible employee equivalent to the contributions which would have been payable under this clause had the employer made application to participate in the fund and been accepted by the trustees prior to 1 July 1991.

FUND MEMBERSHIP -

- (h)
- (i) An employer shall, within fourteen days of an employee becoming eligible for contributions as described in subclause (c) hereof, inform each eligible employee of the availability of superannuation entitlements and offer such employee the opportunity to join the fund.
 - (ii) Such offer shall be made in writing by the employer and shall, if not accepted, be rejected in writing by the employee. Contributions made by the employer shall only begin from the date when the employee applied to join the fund.
 - (iii) Where an employee, after being made aware of the superannuation entitlement by the employer, refuses to become a member of the fund, the employer will not make contributions in accordance with subclause (c) hereof.

EXCLUSIONS -

- (i)
- (i) an employer making a three per cent contribution (or more) to an approved superannuation scheme for employees under this award prior to 1 July 1991 is automatically excluded from the provisions of this clause.
 - (ii) Other than as provided in paragraph (i) hereof, no employer shall be excluded from the operation of this clause on the basis of existing voluntary superannuation arrangements.
- (j) Standards of Proof - Where doubt exists as to whether contributions were made in accordance with subclause (i), prior to 1 July 1991, the provision of the statutory declaration by the employer shall be deemed to be prima facie evidence of the date of the operation of the contributions.
- (k) Exemptions - An individual employer, other than an employer covered by subclause (i) may make application for exemption from the requirement to pay contributions to the fund pursuant to this clause.

The Commission may grant such exemption having regard to the following procedures and circumstances:

- (i) Provided that leave is reserved to any employer to apply for exemption from this clause on the grounds of the standards of existing arrangements provided by the employer as at 1 July 1991.
- (ii) It is further provided that in circumstances where the union is concerned about a fund established on or after the commencement date of this clause, it may challenge the suitability of that fund. In the event of dispute between the parties in the application of this exemption clause, the matter shall be referred to the Commission for resolution. During the period required to obtain such a resolution, work shall continue as normal.

(NOTATION: Employees covered by this award are also covered by the provisions of the *Superannuation Guarantee Charge Act 1992* (Cth.) and the *Superannuation Guarantee (Administration) Act 1992* (Cth.) and complimentary legislation. Nothing in this notation, however, shall be used to reduce any benefits enjoyed by employees as at the date of making this award.)

38. Area, Incidence and Duration

- (a) This award shall apply to all persons engaged or employed within the jurisdiction of the Starch and Condiment Makers, &c. (State) Industrial Committee.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Grocery Products Manufacturing (State) Award published 1 June 2001 (325 I.G. 38) and all variations thereof.
- (c) The award published 23 April 1999 took effect from the beginning of the first pay period to commence on or after 5 March 1998.
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 5 February 2008.
- (e) This award remains in force until varied or rescinded, the period for which it was made already having expired.

STARCH AND CONDIMENT MAKERS, & c. (STATE) INDUSTRIAL COMMITTEE

INDUSTRIES AND CALLINGS

Employees Employed in:

- grain (other than wheaten flour);
- cereal food and starch mills;
- coffee mills;
- wholesale grocery stores and factories;

As well as Employees Engaged in:

- the manufacture of stove, boot and floor polishes;
- the manufacture of macaroni, vermicelli, spaghetti, cake and pudding mixes;
- the manufacture of hydrolysed vegetable protein, noodles, soup powders or tablets, junket powders or tablets, caramel powder, glucose, dextrin and self-raising flour;
- the handling or putting up of honey, butter (not in butter factories), processed cheese (not other cheese factories) and junket tablets;
- the manufacture of cream of tartar, tartaric acid and any by-products thereof

As Well As Employees Engaged In or About;

- the grinding of drugs and spices;

As Well As Employees Engaged As Or With:

- condiment makers, chicory roasters, malt roasters, peanut roasters, custard mixers and jelly blenders;

excepting:

- Engine drivers and firemen, greasers, trimmers, cleaners and pumpers engaged in or about the driving of engines;

and excepting:

- drivers of motor bikes and other motor or power-propelled vehicles used for the carriage of articles of merchandise;

and excepting:

- those employees within the jurisdiction of the Jam, Vinegar, Sauce &c. Manufacture (State) Industrial Committee;

and excepting:

- employees employed by milk vendors

and excepting:

- the County of Yancowinna.

PART B
MONETARY RATES

Table 1 - Wages

Division 1 - Condiments

Classifications	Former award rate per week 14/10/2006 \$	Minimum award rate per week 14/10/2007 \$
Rice, Oatmeal, Barley, Split Peas or Mustard Miller	543.90	563.90
Operator Rice Par Boiler	543.90	563.90
Assistant Operator Rice Par Boiler	533.00	553.00
Assistant Miller	533.00	553.00
Rice Fumigator	533.00	553.00
Assistant Rice Fumigator (Certified)	521.30	541.30
Coffee, Chicory, Malt or Peanut Roaster	533.00	553.00
Coffee Roaster after 18 months' continuous service or cumulative service	536.80	556.80
Person in Charge of Vacuum Pan making coffee essence	533.00	553.00
Condiment Miller	526.50	546.50
Icing Sugar Miller	526.50	546.50
Person in Charge of Bulk Stores	526.50	546.50
Drying Person and Stove Person	525.00	545.00
Presser and Bran Tub Man	522.30	542.30
Kilnman	521.30	541.30
Packerman	517.00	537.00
Rice Tipper -Tallying Off	516.40	536.40
Stacker - Over 7 High	521.30	541.30
Loader	515.60	535.60
Loader - Murrumbidgee Irrigation Area	521.30	541.30
Pulveriser Operator - Roller man	525.00	545.00
Mustard Blender	533.00	553.00
Mustard Siever	522.30	542.30
Mustard Seed Cleaner	522.30	542.30
Mustard Dryer	522.30	542.30
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 2 - Cereal Foods

Section A - Macaroni, Vermicelli or Spaghetti

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October \$
Macaroni, Vermicelli or Spaghetti Plant - Man in Charge	544.00	564.00
Machine Operator	520.20	540.20
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Section B - Other Cereal Foods

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Miller and/or Roller Person	530.00	550.00
Ovensperson, Stoveperson, Cooker, Dressing Room and Drying Room Person	530.00	550.00
Pressperson and/or Moulder	522.30	542.30
Packer	517.00	537.00
Wheat Cleaner	516.40	536.40
Corn Mill Operator	543.90	563.90
Silo Operator	532.20	552.20
Flavourperson	530.00	550.00
Person Working at Silos	516.40	536.40
Puffing Tower Operator	542.10	562.10
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 3 - Jellies, Puddings, Custards, Self-Raising Flour and Cake Mixes

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Person actually engaged in mixing from a formula the ingredients for custard powder, jelly blending, baking powder, puddings, self-raising and cake mixes and who in addition may be in charge of employees doing such work	533.00	553.00
Machine Operator Maintenance	533.00	553.00
Flour Tipper	517.00	537.00
Adequate Weighter	517.00	537.00
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 4 - Noodles and Soup Powders

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Cooker	516.60	536.60
Drum Dryer Operator	516.60	536.60
Person actually engaged in mixing from a formula ingredients for noodles and soup powders	533.00	553.00
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 5 - Boot, Floor and Stove Polishes

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Person in Charge of one or More Persons	531.50	551.50
Paste Maker	518.50	538.50
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 6 - Drugs

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Miller	544.40	564.40
Assistant Miller	529.20	549.20
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 7 - Miscellaneous

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Combined Miller	538.90	558.90
Stone Dresser	538.90	558.90
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

JUNIORS

Classifications	Percentage of Wages of all Other Employees (to the nearest 5 cents)
Under 16 Years of Age	57
At 16 and Under 17 Years of Age	60
At 17 and Under 18 Years of Age	69
At 18 Years of Age	Full Adult Pay

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$
1	6(i)	Shift Work - Day, Afternoon, Night	55.80 per week
2	6(ii)	Shift Work - Day, Night	55.80 per week
3	6(iii)	Shift Work - Afternoon, Night	82.42 per week
4	6(iv)	Shift Work - Afternoon	82.42 per week
5	6(v)	Shift Work - Night	123.65 per week
6	6(vi)	Shift Work - Change of Shift	28.70 per week
7	7(iii)	Leading Hands	4.39 per day
8	7(iv)(a)	Mill Hand - making mustard	2.52 per shift
9	7(iv)(b)	Grinding Chillies	80 cents per hour
10	7(iv)(c)	Packing/Unpacking	1.19 per day
11	10(iv)	Meal Allowance - more than two hours overtime	7.18 (1st meal)

12	10(iv)	Meal Allowance - six hours or more	6.03 (2nd meal)
13	31	Dusty Conditions	2.66 per shift
14	4(e)(i)	Payment for Meal Break on Day Shift Where Mill Runs Two Shifts	2.16 per shift

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

ICE CREAM MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1540 of 2007)

Before Commissioner Bishop

21 February 2008

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

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Hours
3A.	Implementation of 38 Hour Week
4.	Mixed Functions
5.	Shift Work
6.	Rates of Pay
7.	State Wage Case Adjustments
8.	Supported Wage
9.	Overtime, Sunday and Holiday Rates
10.	Holidays
11.	Meal Break
12.	Meal Allowance
13.	Rest Period
14.	Engagement and Termination of Employment
14A.	Secure Employment
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16.	Annual Leave
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20A.	Parental Leave
21.	Working Alone
22.	Jury Service
23.	Shop Stewards
24.	Compassionate Leave
25.	Long Service Leave
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28.	First Aid
29.	Redundancy
30.	Grievance Procedure
31.	Training
32.	Anti-Discrimination
33.	Area, Incidence and Duration
34.	Training Wage

PART B

MONETARY RATES

Table 1 - Adult Wages

Table 2 - Other Rates and Allowances

1. Title

This award shall be known as the Ice Cream Makers (State) Award.

2. Definitions

- (i) Ice Cream Mixer shall mean an employee responsible for the mix preparation, whether under the control of a foreperson or otherwise.
- (ii) Assistant Ice Cream Mixer shall mean an employee directly assisting the Ice Cream Mixer as defined in subclause (i) of this clause.
- (iii) Operator - Moulding and Freezing shall mean an employee who controls the operation of an Ice Cream Churn in conjunction with a moulding or extruding and freezing machine, being machines producing product by the freeze or freeze heat method.
- (iv) Operator - Auto Filler shall mean an employee who controls the operation of an Ice Cream Churn in conjunction with an automatic filling machine, producing semi-frozen product.
- (v) Operator - Manual Filler shall mean an employee who controls the operation of an Ice Cream Churn producing semi-frozen product requiring manual fill operation.
- (vi) Other Operator shall mean an employee undergoing training on any of the classifications or who operates machines auxiliary to machines mentioned in subclauses (iii), (iv) and (v) of this clause.
- (vii) Packer shall mean an employee who performs the work incidental to the production line such as forming cartons, packing into cartons, sealing cartons, filling containers, lidding, loading sticks into "stick" machines, observing products passing through machines and discarding imperfect products and/or materials, transferring products by hand from point to point, preparatory work for the shrink wrapping process and any other associated duties.
- (viii) Union shall mean the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.
- (ix) Ice Cream Production Assistant - An employee appointed by the employer to this grade shall be required to perform any one or more of the functions within this grade and may be undertaking training so as to enable the employee to work in Manufacturer Grade 1:
 - (1) General Hand
 - (2) Packer

In addition employees in this grade will undergo a training program and will have to successfully complete the program to a competency level defined within the program.

- (x) Ice Cream Manufacturer - Grade 1

An employee appointed by the employer to this grade shall be required to perform any one or more functions within this grade and may be required to perform any of the duties for which they are trained under Production Assistant; they may also be undertaking training so as to enable them to work in Manufacturer Grade 2:

- (1) Stretchwrap Operator / Forklift Driver
- (2) Trainee Operator
- (3) Other Operator

In addition employees will undergo a training program and will have to successfully complete the program to a competency level defined within the program.

(xi) Ice Cream Manufacturer - Grade 2

An employee appointed by the employer to this grade shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Manufacturer Grade 1 and Production Assistant; they may also be undertaking training so as to enable them to work in Manufacturer Grade 3:

- (1) Operator Auto Filler
- (2) Operator Manual Filler
- (3) Assistant Ice Cream Mixer

(xii) Ice Cream Manufacturer - Grade 3

An employee appointed by the employer to this grade shall be required to perform this function and may be required to perform any of the duties for which they are trained under Manufacturer Grade 2, Manufacturer Grade 1 and Production Assistant:

- (1) Ice Cream Mixer
- (2) Operator Moulding and Freezing
- (3) Cake Decorator

In addition employees in this grade will undergo a training program and will have to successfully complete the program to a competency level defined within the program.

3. Hours

- (i) The ordinary hours of work shall be an average of 38 per week.
- (ii) Except for shift workers, the ordinary hours of work shall be worked in five days of not more than 8 hours continuously except for breaks for meals between 6.00 a.m. and 6.00 p.m. on Mondays to Fridays inclusive. Provided that where as a result of the introduction of 6.00 a.m. - 6.00 p.m. as ordinary hours of work an existing employee (as at 28 August 2002) may lose regular or usual overtime, that change with respect to that employee shall be preceded by consultation with the employee (and where the employee is a member, consultation with the union) and if the consultation fails to resolve the matter it shall be settled in accordance with the settlement of disputes procedure.
- (iii) The daily starting and finishing times for day work shall be fixed by the employer within the spread of hours prescribed by subclause (ii) of this clause shall not be altered except on one week's notice.
- (iv) Rostered days off falling on a public holiday
 - (a) An employee who works continuous work and who by the circumstances of the arrangement of the employee's ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall, at the discretion of the employer, be paid for that day 7.6 hours at ordinary rates or have an additional day added to the employee's annual leave. This

provision shall not apply when the public holiday on which the employee is rostered off falls on a Saturday or Sunday.

- (b) In the case of an employee whose ordinary hours of work are arranged in accordance with paragraphs (b) or (d) of subclause (ii) of clause 3A, Implementation of 38 Hour Week, the week day to be taken off shall not coincide with a public holiday fixed in accordance with clause 10, Holidays. Provided that, in the event that a public holiday is prescribed after an employee is given notice of the employee's week day off and the public holiday falls on the week day the employee is to take off, the employer shall allow the employee to take the day off on an alternate week day.

3A. Implementation of 38 Hour Week

- (i) Ordinary hours of work shall be an average of 38 per week as provided in clauses 3, Hours, and 5, Shift Work.
- (ii) Except as provided by subclauses (iv) and (v) of this clause, the method of implementation of the 38 hour week may be any of the following:
 - (a) by employees working less than eight ordinary hours each day; or
 - (b) by employees working less than eight ordinary hours on one or more days each week; or
 - (c) by fixing one weekday on which all employees will be off during a particular work cycle; or
 - (d) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during the cycle.
- (iii) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation. Provided that if a method of operating a 38 hour week is already in place at a plant or section or sections concerned prior to 28 August 2002, such a method shall not be altered unless by agreement between the employer and a majority of employees concerned.
- (iv) The employer and the majority of employees in the plant or sections or sections concerned may agree that the hours of work are to exceed eight on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply.
- (v) Circumstances may arise where different methods of implementation of the 38 hour week apply to various groups or sections of employees in the plant or establishment concerned.
- (vi) Notice of days off

Except as provided in subclauses (vii) and (viii) of this clause, in cases where, by virtue of the arrangement of employee's ordinary working hours, an employee, in accordance with paragraphs (c) and (d) of subclause (ii) of this clause, is entitled to a day off during the employee's work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday the employee is to take off. Provided that lesser period of notice may be agreed by the employer and majority of employees or section or sections concerned.

- (vii) Substitute days
 - (a) An employer, with the agreement of the majority of employees concerned may substitute the day an employee is to take off in accordance with paragraphs (c) and (d) of subclause (ii) of this clause 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 rush orders or some other emergency situation.

- (b) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.
- (viii) Flexibility in relation to rostered days off
- (a) Notwithstanding any other provision of this clause, where the ordinary hours of work of an establishment, plant or section are organised in accordance with paragraphs (c) and (d) of subclause (ii) of this clause an employer, the union and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.
 - (b) Where such agreement has been reached the accrued rostered days off must be taken within twelve months on which they fall due.
 - (c) It is understood between the parties that the involvement of the union would be necessary in cases where it has members in the plants concerned and not in non-union establishments.

4. Mixed Functions

An employee if employed on a higher class of work shall be paid at the higher rate for all time worked upon such higher duty, provided that if the employee is so employed for more than two hours on any day, the employee shall receive the wages for the higher class of work for the whole of the day and if the employee is so employed for ten hours or more in any pay week the employee shall be paid at the higher rate for the whole of that pay week. If an employee is called upon to work on a class of work carrying a lower rate of pay the said employee shall suffer no reduction.

5. Shift Work

An employer may employ employees on shift work subject to the following conditions and limitations:

- (i) A night shift may be worked by adult employees only, in which case the ordinary hours of work shall not exceed an average of thirty-eight hours per week inclusive of crib time. Subject to clause 3A, Implementation of 38 Hour Week, such shifts shall be worked continuously on each night, Monday to Friday inclusive, between the hours of 10.00pm and 8.00am on the succeeding day.
- (ii) An employee engaged on night shift shall be paid a loading of thirty per cent of the wages prescribed by clause 6, Rates of Pay, of this award.
- (iii) Morning and afternoon shifts may be worked subject to the following conditions:
 - (a) Subject to clause 3A, Implementation of 38 Hour Week, the ordinary hours shall not exceed an average of thirty-eight hours per week, to be worked Monday to Friday inclusive.
 - (b) A crib time of twenty minutes shall be allowed to shift workers on each shift which shall be counted as time worked.
 - (c) A rest period of twenty minutes which shall be counted as time worked shall be allowed to shift workers. Such twenty minutes shall be taken either in one period or in two periods of ten minutes at times mutually convenient.
 - (d) The employer shall give to the union not less than seven days' notice of its intention to work shifts and of the times between which such shifts shall be worked; provided that shifts shall not commence before 6 a.m. and shall not finish later than 11:30 p.m.
 - (e) Employees whilst working on afternoon shift shall be paid the rate per shift as set out in Item 6 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates in addition to the ordinary rates.

- (f) Afternoon shift shall mean any shift finishing after 6 p.m. and at or before 11:30 p.m.
- (g) Employees whilst working on night shift shall be paid 30 per cent, in addition to the ordinary rates.
- (iv) Norco Co-operative Limited may commence a shift at 4:00 a.m. for the purpose of preparing mixers for the day with a shift loading of 10 per centum.

6. Rates of Pay

Adult and junior employees shall be paid in accordance with the rates prescribed in Table 1 - Rates of Pay, of Part B, Monetary Rates.

7. State Wage Case Adjustments

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

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

8. Supported Wage

Employees Eligible for a Supported Wage -

- (a) The clause defines the condition which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause, the following will apply:
 - (i) Supported Wage System means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
 - (ii) Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (iii) Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991*, or any successor to that scheme.
 - (iv) Assessment Document means the form provided under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (b) Eligibility Criteria - Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria test for receipt of a Disability Support Pension.

The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment. This clause does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a Disability Support

Pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the said Act or, if a part only has received recognition, that part.

- (c) Supported Wage Rates - Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing, according to the following schedule:

Assessed capacity(subclause (d))	Percentage of prescribed award rate
10%	10
20%	20
30%	30
40%	40
50%	50
60%	60
70%	70
80%	80
90%	90

(Provided that the minimum amount payable shall be not less than \$66.00 per week.)

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

- (d) Assessment of Capacity - For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (i) the employer and a union party to the award, in consultation with the employee or, if desired, by any of these:
 - (ii) the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.
- (e) Lodgement of Assessment Instrument -
- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.
 - (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is a party to the award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and will take effect, unless an objection is notified to the Registrar within ten working days.
- (f) Review of Assessment - The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (g) Other Terms and Conditions of Employment - Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.
- (h) Work Adjustment - An employer wishing to employ a person under the provisions of this clause must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangement and work organisation in consultation with other workers in the area.

- (i) Trial Period -
- (i) In order of an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (ii) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
 - (iii) The minimum amount payable to the employee during the trial period shall be no less than \$66.00 per week.
 - (iv) Work trials should include induction or training as appropriate to the job being trialled.
 - (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into, based on the outcome of assessment under subclause (d) of this clause.

9. Overtime, Sunday and Holiday Rates

- (i) An employee, who works for any time in excess of thirty-eight hours in any one week or before the fixed starting time or after the fixed finishing time shall be paid for such time at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (ii) An employee required to work on a Sunday shall be paid at the rate of double time, whilst an employee required to work on a public holiday shall be paid at the rate of double time and a half, provided that an employee required to work on 25 December or Good Friday shall be paid at treble time. There shall be a minimum payment of four hours at the rate herein described for any start on such day.
- (iii) An employee required to work during the usual meal break shall be paid at the rate of time and one-half and such rates shall continue to be paid until the employee is allowed the usual meal break.
- (iv) 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.
- (v) An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on these instructions of the employer, such employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Notation: The provisions of this award, in particular this clause, shall be read in conjunction with the *Occupational Health and Safety Act 2000*.

10. Holidays

- (i) The following holidays shall be observed as holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or any day observed in lieu of such days, and such other days as may be proclaimed as public holidays for the State and observed as such and the union picnic day which shall be held on the last Monday in October, in each year.

- (ii) Employees, other than casual employees, shall be entitled to the holidays specified in subclause (i) of this clause without loss of pay provided that such employees do not absent themselves from work on the working day preceding or the working day succeeding such holiday.
- (iii) When such holidays fall on consecutive days an employee who works on either the working day preceding or the working day succeeding such holiday, but not on both, shall be entitled to payment for the holiday closest to the day on which the employee worked.
- (iv) The employer may require from an employee evidence of the employee's attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is required by the employer payment need not be made unless the evidence is produced.

11. Meal Break

- (i) Except as to shift work employees, no employee shall work more than five hours without a suitable meal break, such meal break shall be not less than thirty minutes nor more than one hour.
- (ii) Each employee on shift work shall be allowed at least twenty minutes for crib during the fifth hour of this employment which shall be counted as time worked.

12. Meal Allowance

An employee required to work overtime in excess of one hour without having been notified on the previous day, shall be paid the sum as set out in Item 3 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates to provide the employee with a meal and an additional sum as set out in the said Item 3 for each further four hours so worked; provided that in the case of day workers where such overtime is completed by 5:30 pm, a meal allowance is not paid if the overtime worked is not more than one and one-half hours.

13. Rest Periods

- (i) Rest periods of ten minutes' duration shall be allowed to all employees within the third hour after starting time and the third hour after meal break.
- (ii) Rest periods in each instance shall be paid for and if worked by direction of the employer shall be paid for at the rate of double time.

14. Engagement and Termination of Employment

- (i) Employees shall be engaged on a full-time, part-time or casual basis and shall be paid by the week.
- (ii) The engagement of an employee may be terminated only by one week's notice or the payment or forfeiture, as the case may be, of one week's wages in lieu provided that the employer may dismiss an employee at any time for misconduct or wilful disobedience and then shall be liable for the payment of wages due to the time of dismissal only.

14A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months

shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

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

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

15. Protective Clothing

- (i) Caps, overalls, uniforms and other protective covering shall be provided by the employer free of charge and shall be kept laundered by the employer: Provided that the employer may require the employee to launder their uniforms / overalls only, in which case the employer shall reimburse the employee the amount as set out in Item 5 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates per week.
- (ii) Caps, overalls, uniforms and other protective covering shall be returned on demand and in default thereof the employee shall pay for them at a reasonable rate calculated by the employer and the union.

16. Annual Leave

See *Annual Holidays Act 1944*.

17. 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 their 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 such separate period, 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).)
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled.
- (v) The loading is the amount payable for the period or the separate period 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 the employee's annual holiday, together with where applicable the extra rates pursuant to subclauses (iii) and (v) of clause 6, Rates of Pay, of this award, but shall not include penalty rates, shift allowances, overtime rates, or any other payments prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when the employee would have become entitled under the Act to the 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 to 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 an annual holiday to which the employee has become entitled the employee shall be paid a loading calculated in accordance with subclause (iv) 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.

Shift Worker -

- (viii) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then the amount shall be paid to the employee in lieu of the loading.

18. Sick Leave

- (a) Entitlement to Sick Leave

An employee who is absent from work on account of illness or on account of injury by accident shall be entitled to paid sick leave subject to the following conditions:

The employee shall be entitled to paid sick leave after one months service;

Where absences occur in the first 3 months of employment, payment for sick leave shall be subject to the production of a medical certificate covering the period of absence.

An employee shall be entitled to the following sick leave entitlements:

38 hours during the first year of employment.

76 hours during the second and subsequent years of employment.

(b) Inability to Attend for Work - Notifying the Employer

The employee shall inform the employer of the inability to attend for work within 2 hours of the commencement of such absence and, as far as practicable, state the nature of the employee's illness or injury and the estimated duration of the absence. If it is not reasonably practicable to inform the employer of the absence within 2 hours the employee shall inform the employer within 4 hours.

(c) Proof of Illness or Injury

The employee shall provide to the satisfaction of the employer, or in the event of any dispute to the Industrial Relations Commission, that the employee was unable, on account of such illness or injury, to attend for work for the period of sick leave claimed.

The employer may require an employee to make a statutory declaration verifying the cause and length of the employee's absence.

(d) Cumulative effects of unexhausted sick leave entitlement

Where an employee has not exhausted the amount of sick leave owing to them as outlined in subclause (a) above, the balance of any leave owing shall be cumulative and be available in subsequent years of employment for the purposes of this clause. This shall be in addition to any entitlement that arises in the second or subsequent years of employment under this clause.

(e) Single Day Absences

Where an employee is paid sick leave for a single days absence in one year, the employee shall not be entitled to payment for a further single days absence unless a medical certificate stating proof of illness or injury is provided to the employer.

19. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled three days bereavement leave, without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause (iii) of this clause. Provided that, if the employee claims payment for such leave in excess of two ordinary working days, the employee shall furnish proof satisfactory to the employer that the employee attended the funeral.
- (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 (ii) of paragraph (c) of subclause (1) of clause 20, Personal/Carers Leave, 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), (6) of the said clause 20. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

- (vi) Bereavement entitlements for casual employees
- (a) Subject to the evidentiary and notice requirements in 19(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 20(1)(c)(ii) of clause 20, Personal / Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20. 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 20(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 18, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (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.

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

Where the parties are unable to reach agreement the disputes procedure at clause 30, Grievance Procedure, should be followed.

(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 class of person set out in 20(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (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.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(4) Time Off in Lieu of Payment for Overtime

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

- (5) **Make-up Time**
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken 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.
- (7) **Personal Carers Entitlement for casual employees -**
- (1) Subject to the evidentiary and notice requirements in 20(1)(b) and 20(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 20(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

20A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

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

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

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

21. Working Alone

No employee shall be required to work alone without regular observation or contact with another responsible person.

22. Jury Service

An employee, other than a casual, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their 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 their employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

23. Shop Stewards

- (a) An employee who is elected or appointed a shop steward shall be recognised as such by the employer and subject to the permission of the employer, which permission shall not be unreasonably withheld, the shop steward may interview members of the union during working time and if such time is during the shop steward's working time, the shop steward shall suffer no loss of pay.
- (b) A shop steward shall be permitted to interview the employer or its representative during working hours without loss of pay.
- (c) A shop steward shall be permitted easy access to a telephone to call branch officials at any time.

24. Compassionate Leave

- (i) An employee shall be entitled to leave of absence upon notice without pay in order to attend to matters relating to the education of a child or to attend to personal legal business or legal business involving a person dependent either wholly or partially upon the employee or to attend to matters of a medical nature involving the employee personally or a person whose relationship to the employee is such as it is reasonable that the employee shall be in attendance or escort the person to a medical appointment.
- (ii) An employee shall be entitled to so much leave of absence upon notice as is necessary to attend a parent, spouse, child, stepchild or ward whose death is anticipated to be imminent.

25. Long Service Leave

See *Long Service Leave Act 1955*.

26. Part-Time Employment

- (i) A part-time employee is an employee engaged for a regular number of hours each week less than 38 but such hours shall not be less than 15.
- (ii) The weekly hours shall be worked at the same time and on the same days of the week, and all time worked outside these hours shall be paid as overtime.
- (iii) Such an employee for working ordinary time shall be paid per hour one-thirty-eighth of the weekly rate prescribed by this award; and where applicable the appropriate shift penalty shall be paid on a pro rata basis.

27. Payment of Wages

- (i) The employer may determine the method of payment of wages which shall be paid weekly, during working hours, by one of the following ways:
 - (a) Cash;
 - (b) Cheque; or

- (c) Electronic funds transfer (EFT) into the employees' nominated financial institution account, without cost to the employee.
- (ii) Payment of cash or cheque wages - if cash or cheque wages are to be paid, such cash or cheque wages shall be paid without delay prior to the employee ceasing work on the nominated pay day. Employees who are kept waiting for their cash or cheque wages for more than ten minutes after the usual time for ceasing work shall be paid overtime rates for all waiting time. This subclause shall not apply if cash or cheque wages cannot be paid within working time due to circumstances beyond the employer's control.
- (iii) Payment of wages by EFT - where wages are paid by into an employee's nominated bank account, wages shall be available on the nominated pay day. If the wages are not available on the designated pay day, the employee shall contact the employer, who shall contact the relevant financial institution for the wages to be made available.

If, by the day following the designated pay day, the wages are still not available, employees who are kept waiting for wages to be credited into their nominated bank account for more than ten minutes after the usual time for ceasing work on pay day shall be paid overtime rates for all waiting time. This subclause shall not apply if wages cannot be paid within working time due to circumstances beyond the employer's control.

- (iv) Payment on termination - upon termination of employment, in the case of cash payment of wages or payment of wages by electronic funds transfer, all wages due to an employee (including a casual) shall be paid to an employee on the day of termination. In the case of payment of wages by cheque, such wages shall be forwarded to the employee by post on the next ordinary working day.

28. First-Aid

An employee appointed by the employee to perform first-aid duty, shall in addition to the employee's ordinary rate of pay be paid the amount as set out in Item 4 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates per week extra.

29. Redundancy

- (i) Application -
 - (a) This clause shall apply in respect of full-time and part-time employees as set out in clause 6, Rates of Pay.
 - (b) This clause shall apply only in respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of subclause (iv) of this clause.
 - (c) Notwithstanding anything contained elsewhere in this award, 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 award, 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.

(ii) Introduction of Change -

(A) Employers 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.

(B) Employer's Duty to Discuss Change -

- (a) The employer shall discuss with the employees affected and the union to which they belong, the introduction of the changes referred to in subclause (A) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause (A).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy

Discussions Before Terminations -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, pursuant to paragraph (a) of subclause (ii), Introduction of Change, 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 practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of 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.

(iv) Termination of Employment

(A) Notice for Changes in Production, Program, Organisation or Structure - 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 paragraph (a) of subclause (ii) 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	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.

(B) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph (a) of subclause (ii) of this clause.

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

(b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(C) Time Off During the Notice Period -

(a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the 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 employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(D) 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 as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.

(E) 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.

- (F) Notice to Centrelink or the appropriate Government Authority - Where a decision has been made to terminate the employment of 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.
- (G) 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.
- (H) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), 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.

(v) Severance Pay

- (a) Where an employee is to be terminated pursuant to subclause (iv) Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

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

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

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

- (C) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.

- (b) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (a) of this clause.

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 (a) of this subclause will have on the employer.

- (c) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (a) of this subclause if the employer obtains acceptable alternative employment for an employee.

30. Grievance Procedure

- (i) Procedures Relating to Grievances of Individual Employees
 - (a) The employee is required to notify the employer (in writing or otherwise) 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 its 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 and the employer may be represented by an industrial organisation of employers.
- (ii) Procedures Relating to Disputes, etc., Between Employers and their 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 purposes of each procedure.

31. Training

- (a) The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills required.
- (b) Following proper consultation or through the establishment of a training committee, an employer shall develop a training program consistent with:

- (i) the current and future skill needs of the enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by accredited education institutions and providers.
- (c) Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- formulation of a training program and availability of training courses and career opportunities to employees;
 - dissemination of information on the training program and availability of training courses and career opportunities to employees;
 - the recommending of individual employees for training and reclassification;
 - monitoring and advising management and employees on the on-going effectiveness of the training.
- (d)
- (i) Where it is agreed that additional training in accordance with the program developed pursuant to subclause (b) hereof should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall be on the basis of reports of satisfactory progress.
 - (iii) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (e) Subclauses (b), (c) and (d) herein shall operate as interim provisions and shall be reviewed as part of the ongoing process of award restructuring. The parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (a) hereof. In this connection the unions reserve the right to press for the mandatory prescription of a minimum number of training hours per annum without loss of pay for an employee undertaking training to meet the needs of an individual enterprise and/or the Ice Cream Making industry.
- (f) Any disputes arising in relation to subclauses (b) and (c) shall be subject to the provisions of clause 30, Grievance Procedure.
- (g) Redefine the role of operator to include reference to the responsibility for quality, safety and hygiene. In addition, employees in this grade will:
- (i) undergo a training program and will have to successfully complete the program to a competency level defined within the program;
 - (ii) be responsible for achieving, monitoring and maintaining specified product quality;
 - (iii) be responsible for implementing and monitoring hygiene work practices.

- (h) Commitment from the union to discuss the future roles and responsibilities of employees. The industry is introducing a Total Quality Management philosophy with the intention of giving a competitive edge by improving quality and hygiene. It is the wish of the industry to provide employees with the right work practices and equipment in a clean and safe environment. To achieve this it is proposed that the union give a commitment to discuss reviewing the roles and responsibilities of employees seeking their involvement in support via work study groups and consultative committees.

A commitment is also required from the union and its members to participate in purposeful and cooperative discussions towards the achievement of a Streets Ice Cream Site Agreement.

32. Anti Discrimination

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

33. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Ice Cream Makers (State) Award published on 21 September 2001 (327 I.G. 1037) and all variations thereof.

This award shall apply to all employees engaged in or in connection with the manufacture, packing, putting up and conveying to cold store of ice creams, frozen ices, or snows, in the State, excluding the County of Yancowinna, within the Industries and Callings of this 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 28 April 1999 (310 I.G. 359) take effect on and from 21 February 2008.

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

Industries and Callings

Employees engaged in or in connection with the manufacture, packing, putting up and conveying to cold store of ice cream, frozen ices or snows, in the State, excluding the County of Yancowinna;

Excepting -

Engineers, fitters, turners, blacksmiths, coppersmiths and patternmakers;

Makers, fitters, and repairers of electrical apparatus and installations, and employees engaged in the maintenance of electrical apparatus and installations or in running electrical plant;

Tinsmiths, canister makers, sheet ironworkers, and tin box makers;

Carpenters and joiners;

Engine-drivers and firepersons, greasers, trimmers, cleaners, and pumpers engaged in and about the driving of engines, electrical crane, winch, and motor drivers;

Plumbers and gasfitters and their assistants;

Painters;

Bricklayers and tuckpointers;

Carters, grooms, stablepersons, yardpersons, and drivers of motor and other power propelled vehicles;

Watchpersons, caretakers and cleaners;

Clerks; and

Cold storage and ice hands.

34. Training Wage

The parties to this award shall observe the terms and conditions of the National Training Wage Award 1994 Print N4816 as amended from time to time.

That is to permit the employment under this Award of employees undertaking traineeships including school-based and part-time traineeships as approved by the relevant NSW Training Authority.

Payment of wages of those employees undertaking a relevant traineeship shall be in accordance with the National Training Wage Award 1994.

PART B
MONETARY RATES

Table 1 - Wages

Classification	Former Rate Per Week \$	SWC June 2007 \$	Wage Total Per Week \$
Ice Cream Production Assistant - General Hand	510.80	20.00	530.80
Packer	510.80	20.00	530.80
Ice Cream Manufacturer Grade 1 - Stretchwrap operator/forklift operator	527.00	20.00	547.00
Trainee Operator	519.80	20.00	539.80
Other operator	519.80	20.00	539.80
Ice Cream Manufacturer Grade 2 - Operator auto filler	534.30	20.00	554.30
Operator manual filler	527.00	20.00	547.00
Assistant ice cream mixer	524.90	20.00	544.90
Ice Cream Manufacturer Grade 3 - Ice cream mixer	545.70	20.00	565.70
Operator moulding and freezing	542.30	20.00	562.30
Cake decorator	542.30	20.00	562.30

Junior Employees

Classification	Former Rate Per Week \$	SWC June 2007 \$	Wage Total Per Week \$
Under 17 years of age	226.75	9.05	235.80
At 17 and under 18 years of age	268.35	10.75	279.10

Table 2 - Other Rates and Allowances

Item No.	Clause No	Brief Description	Amount \$
1		Leading Hands - Leading Hands shall, in addition to their rate of pay, be paid the following amounts: In charge of two and up to five employees inclusive In charge of six and up to ten employees inclusive In charge of more than ten employees	23.10 per week 29.40 per week 33.70 per week
2		Casual employees - Casual employees shall be paid one-thirty-eighth of the appropriate weekly wage, plus 20% thereof per hour	
3	12	Meal Allowance	11.95 per occasion
4	28	First-aid Allowance	12.30 per week
5	15(i)	Laundry Allowance	19.00 per week
6	5(iii)(e)	Shift Allowance	16.60 per shift

Notation: The *Annual Holidays Act 1944* (NSW) provides that casual employees under this award are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

ICE CREAM MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 165 of 2008)

Before Commissioner Bishop

21 February 2008

VARIATION

1. Delete the amount "\$62.00" in subclause (c) of clause 8, Supported Wage of the award published 21 September 2001 (327 I.G. 1037) , and insert in lieu thereof the following:
"\$66.00"
2. Delete the amount "\$62.00" in paragraph (iii) of subclause (i) of clause 8, and insert in lieu thereof the following:
"\$66.00"
3. This variation shall take effect on and from the first full pay period to commence after 21 February 2008.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

MANNEQUINS AND MODELS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Distributive and Allied Employees' Association, New South Wales, South Australian Branch.

(Nos. IRC 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Item 3 from Table 2 - Other Rates and Allowances of Part B, Monetary Rates, of the award published 9 February 2001 (322 I.G. 172), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	11 (i)	Travelling allowance when required to report direct to location site.	7.51
	11(iii)	Travelling allowance when work more than 40 kilometres from employer's main place of business.	7.51
	11(v)	Travelling allowance when suitable transport supplied.	7.51

2. Delete the amount \$63.00 appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 5, Supported Wage, and insert in lieu thereof the following:

"\$66.00"

3. This variation shall take effect from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

METALLIFEROUS MINING INDUSTRY (STATE) AWARD 1995

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1327 of 2007)

Before Commissioner Bishop

13 September 2007

VARIATION

1. Delete subclause (iv) of clause 7, Rates of Pay, of the award published 8 March 1996 (291 I.G. 1), and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
(a) Treatment Plant Operators -			
Operator Level 5	506.50	24.90	531.40
Operator Level 4	522.50	20.00	542.50
Operator Level 3	544.70	20.00	564.70
Operator Level 2	565.10	20.00	585.10
Operator Level 1	598.20	20.00	618.20
(b) Mine and Haulage -			
Operator Level 5	506.50	24.90	531.40
Operator Level 4	522.50	20.00	542.50
Operator Level 3	544.70	20.00	564.70
Operator Level 2	565.10	20.00	585.10
Operator Level 1	598.20	20.00	618.20
(c) Underground Operations -			
Mine Level 5	522.50	20.00	542.50
Mine Level 4	544.70	20.00	564.70
Mine Level 3	565.10	20.00	585.10
Mine Level 2	598.20	20.00	618.20
Mine Level 1	618.90	20.00	638.90

(d) Maintenance, Electrical and Mechanical -			
Tradesperson Level 5	598.20	20.00	618.20
Tradesperson Level 4	619.10	20.00	639.10
Tradesperson Level 3	639.90	20.00	659.90
Tradesperson Level 2	658.80	20.00	678.80
Tradesperson Level 1	700.50	20.00	720.50

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	8 (i)	Qualified Supervisor Certificate (Electrician) Certificate of Registration (Electrician)	30.95/week 16.65/week	32.20/week 17.30/week
2	8 (ii)	Leading Hand - 3 to 10 employees 10 to 20 employees More than 20 employees	22.65/week 32.85/week 43.05/week	23.55/week 34.15/week 44.75/week
3	9 (i)	Electrical and Mechanical Tradesperson Tool Allowance	11.05	11.50
4	13 (vi)(c)	Meal Allowance	8.20 on each occasion	8.55 on each occasion
5	24 (iii)	First - Aid Allowance	12.90	13.40

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

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

E. A. R. BISHOP, Commissioner

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(489)

SERIAL C6457

MOTOR VEHICLE SALESPERSON (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 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Items 2, 3, 4, 5, 6 and 7 from Table 2 - Other Rates and Allowances of Part B - Monetary Rates of the award published 3 November 2000 (319 I.G. 1092), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
2	11(v)(a)	Meals (Showrooms, Car Yards, etc.)	12.15
3	11(v)(b)	Meals (Royal Easter Show etc.)	12.15
4	12(ii)(a)	Vehicle Allowance - Up to 20 h.p.	161.30, plus 16 cents per km
5	12(ii)(b)	Vehicle Allowance - Over 20 h.p.	185.40, plus 25 cents per km
6	12(iii)	Vehicle Allowance - (casual) - up to 20 h.p.	Min 63 cents per km
7	12(iii)	Vehicle Allowance - (casual) - over 20 h.p.	Min 63 cents per km

2. Delete the amount "\$61.00" in subclause (c) and paragraph (iii) of subclause (i) of clause of 7, Supported Wage, and insert in lieu thereof the following:
- "\$66.00"
3. Effective on and from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(501)

SERIAL C6420

**MUSICIANS' (LIVE PERFORMANCE) (STATE) CONSOLIDATED
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1572 of 2007)

Before Commissioner Cambridge

6 February 2008

REVIEWED AWARD

1. Delete subclause (d) of clause 33, Area, Incidence and Duration of the award published 7 December 2001 (330 I.G. 116), and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 February 2008.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

MUSICIANS' (MULTI MEDIA) (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1573 of 2007)

Before Commissioner Cambridge

6 February 2008

REVIEWED AWARD

1. Delete subclauses (d) and (e) of clause 12, Area, Incidence and Duration of the award published 7 December 2001 (330 I.G. 135), and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 February 2008.
 - (e) This award remains in force until varied or rescinded, the period for which it was made already having expired.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

(511)

SERIAL C6493**NUT FOOD MAKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 144 of 2008)

Before Commissioner Bishop

21 February 2008

VARIATION

1. Delete subclause (v) of clause 4, Rates of Pay of the award published 15 February 2002 (331 I.G. 357), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete table (i), Adult Employees, of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:
 - (i) Adult Employees -

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2008 Amount \$
Roaster and/or fryer (96%)	564.75	20.00	584.75
Mayonnaise Plant Operator (96%)	564.75	20.00	584.75
Distributor and Dispatcher (92.4%)	551.90	20.00	571.90
All other adult employee*(87.9%)	536.60	20.00	556.60

3. Delete Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	4(iii)	Leading Hands:		
		In charge of 3 to 6 employees	23.70	24.65
		In charge of 7 to 10 employees	27.85	28.95
		In charge of 11 to 15 employees	35.25	36.65
		In charge of more than 15 employees	43.25	45.00
2	14(i) and (iii)	Meal Allowance	10.00	10.35
3	26(ii)	First-aid Allowance	2.95	3.05

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

4. This variation shall take effect from the first full pay period to commence on or after 21 February 2008.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

NUT FOOD MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1549 of 2007)

Before Commissioner Bishop

21 February 2008

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

Clause No.	Subject Matter
1.	Arrangement
2.	Hours
3.	Anti-discrimination
4.	Rates of Pay
5.	Contract of Employment
5A.	Secure Employment
6.	Labour Flexibility
7.	Training
8.	Training Wage
9.	Utilisation of Skills
10.	Consultative Mechanism
11.	Mixed Functions
12.	Overtime
13.	Meal Breaks
14.	Meal Allowances
15.	Sunday and Holiday Rates
16.	Recall
17.	Holidays
18.	Sick Leave
19.	Personal Carer's/Family Leave
20.	Bereavement Leave
21.	Jury Service
22.	Annual Leave
23.	Long Service Leave
24.	Parental Leave
25.	Payment of Wages
26.	First-aid and Safety
27.	Grievance Procedures
28.	Amenities
29.	Protective Clothing
30.	Redundancy
31.	Superannuation
32.	Deduction of Union Membership Fees
33.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. Hours

- (i) Day Work -
 - (a) The ordinary hours of labour shall be 40 per week, to be worked in five days, Monday to Friday. The ordinary hours of work prescribed herein shall not exceed ten on any day. Provided that, in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between the employer, each individual employee and/or the majority of employees in the plant or work section or sections concerned.
 - (b) The starting and finishing times shall be between the hours of 6.00 a.m. and 6.00 p.m., Monday to Friday, inclusive. Such hours shall be worked continuously, except for meal breaks.
- (ii) Shift Work -
 - (a) The ordinary hours of shift workers shall be fixed by mutual agreement between the employer and the employee concerned, but shall not exceed 80 in any period of two consecutive weeks, or 160 in any period of four consecutive weeks.
 - (b) Where the employees are working on shift work, the ordinary working hours on any shift shall not exceed ten on any day. Provided that, in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between the employer, each individual employee, and/or the majority of employees in the plant or work section or sections concerned.
 - (c) Shift workers shall be allowed a break of at least 20 minutes for the purposes of a crib, such time to be counted as time worked, but the crib time shall be taken in such a way so as not to interfere with the work being carried out.

3. Anti-Discrimination

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

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

4. Rates of Pay

- (i) Adult Employees - The minimum rate of pay for adult employees in each classification shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (ii) Junior Employees - The minimum rates of pay for junior employees shall be as set out in the said Table 1.

The rates of pay for juniors prescribed in this subclause shall be calculated to the nearest five cents, any broken part of five cents in the result not exceeding two and a half cents to be disregarded.

- (iii) Leading Hands - A Leading Hand appointed in charge of other employees shall be paid as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rate prescribed by subclauses (i) and (ii) of this clause, for the highest classification under the employee's control.
- (iv) Shift Work -
 - (a) An employee on afternoon shift shall be paid 15 per cent and on night shift shall be paid 25 per cent in addition to his/her ordinary rates of pay, provided that a shift worker shall be paid at the rate of time and a half for all ordinary shift work performed on a Saturday. Such rate shall be in substitution for, and not in addition to, the shift allowance.
 - (b) Notwithstanding anything elsewhere contained in this subclause, employees required to work on a permanent afternoon shift shall be paid 15 per cent, or on a permanent night shift 25 per cent, in addition to the prescribed rate of pay.
- (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

5. Contract of Employment

- (i) Weekly Employment - Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

- (ii) Termination of Employment - 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. Provided that during the first month of full-time or part-time employment the contract of employment shall be of a probationary nature.

This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and, in such cases, the wages shall be paid up to the time of dismissal only.

Where an employee has given or been given notice as aforesaid, the employee shall continue in employment until the date of the expiration of such notice. Any employee who, having given or been given notice as aforesaid, without reasonable cause (proof of which shall lie on the employee) is absent from work during such period, shall be deemed to have abandoned employment and shall not be entitled to payment for work performed within that period.

- (iii) Casual Labour -

- (a) Casual labour shall mean labour engaged by the hour when the number of hours does not extend to 40 in any week during which the employee is engaged, with a minimum payment of four hours.
- (b) The minimum rate to be paid to all adult employees engaged as casual labour shall be 15 per cent, in addition to the hourly equivalent of their respective rate as classified.

(NOTATION: The New South Wales *Annual Holidays Act* provides that casual employees under this award are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave)

- (iv) Part-time Employees -

- (a) A part-time employee shall mean an adult employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees, but such days shall not be less than two per week and such hours shall not be less than 12 per week or more than 30.
- (b) The spread of ordinary hours of part-time employees shall be as set out in clause 2, Hours, and their hourly rate equal to the appropriate weekly rate divided by 40.
- (c) Notwithstanding anything elsewhere contained in this award, the provisions of this award with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave, parental leave and holidays shall apply to part-time employees on a pro rata basis for each employee in proportion to the normal ordinary hours worked by weekly employees.

- (v) Abandonment of Employment - The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment. Provided that:

- (a) If, within a period of 14 days from the employee's last attendance at work or the date of his/her last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the employer that he/she was absent for reasonable cause, the employee shall be deemed to have abandoned their employment.
- (b) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

5A. Secure Employment

(a) Objective of this Clause

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

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of twelve months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

6. Labour Flexibility

- (i) For the purposes of increasing productivity and flexibility, as well as enhancing career opportunities for employees, it is agreed that the employees will perform a wider range of duties, including work which is incidental or peripheral to their main tasks or functions and is within the scope of their skills and competence.
- (ii) Subject to the terms of agreement at the enterprise level, employees are to undertake training for a wider range of duties and for access to higher classification.
- (iii) The parties will not create barriers to advancement of employees within the award structure.
- (iv) The parties will co-operate in the transition from the old structure to the new structure in an orderly manner, without creating false expectations or disputation.

7. Training

- (i) The parties to this award recognise that, in order to increase the efficiency, productivity and competitiveness of the industry, a greater commitment to training and skill developments is required. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills acquired.
- (ii) Following proper consultation, an employer shall develop a training program consistent with:
 - (a) the current and future skill needs of the industry;
 - (b) the size, structure and nature of operation in the industry;
 - (c) the need to develop vocational skills relevant to the industry and the snack food industry through courses conducted by accredited educational institutions and providers and through on-site courses.
- (iii)
 - (a) Where, as a result of consultation with the employee(s) concerned, it is agreed that additional training in accordance with the program developed pursuant to subclause (ii) of this clause should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours, the employees concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's Technical Library), incurred in connection with the undertaking of training, shall be evidence of such expenditure. Provided that reimbursement shall also be on an annual basis, subject to the presentation of reports of satisfactory progress.
 - (c) Travel costs incurred by employees undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (iv) Any disputes arising in relation to subclauses (i) and (iii) of this clause shall be subject to the provisions of clause 27, Grievance Procedures.

8. Training Wage

See the AWU Training Wage (State) Award 2002 published 5 April 2002 (332 I.G. 522), as varied, or any successor industrial instrument.

9. Utilisation of Skills

- (i) Employees shall be employed to carry out such duties as may be directed by an employer from time to time, subject to their skills and competence and training.
- (ii) Any employee may, at any time, carry out such duties and use such tools and equipment as may be directed by an employer, provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction given by an employer in accordance with subclauses (i) and (ii) of this clause shall be consistent with the employer's obligations under the *Occupational Health and Safety Act 2000*.
- (iv) Disputes arising in relation to the operation of this clause shall be dealt with in accordance with clause 27, Grievance Procedures, following prior consideration of the issue.

10. Consultative Mechanism

Enterprises covered by this award shall establish, between the employer and employee(s) and/or the union, consultative mechanisms and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

11. Mixed Functions

- (i) Should any employee be transferred temporarily from a higher paid to a lower paid class of work or from a lower paid to a higher paid class of work, such employee shall be paid not less than the rate of wages prescribed for the higher class of work during such temporary employment.
- (ii) Notwithstanding subclause (i) of this clause:
 - (a) an employee transferred temporarily to a higher paid class of work for four hours or more on any one day shall be paid the higher rate of wages for the whole of such day,
 - (b) an employee transferred temporarily to a higher paid class of work for 20 hours or more in any one week shall be paid the higher rate of wages for the whole of such week.

12. Overtime

- (i)
 - (a) All time worked in excess of the ordinary daily working hours prescribed in subclause (i) of clause 2, Hours, or in excess of the regular hours of shift workers, shall be deemed to be overtime.
 - (b) All such overtime shall be paid for at the rate of time and one-half for the first two hours in any one day and double time thereafter, excepting those employees specified in paragraph (c) of this subclause.
 - (c) Continuous seven-day shift workers shall be paid double time for all work done outside the ordinary hours of their shifts.
 - (d) Each day's overtime shall stand alone.
- (ii) When overtime is worked on a Saturday, the overtime rates shall be time and one-half for the first two hours and double time thereafter; provided that an employee required to work overtime after finishing

his/her normal shift on a Saturday in accordance with paragraph (a) of subclause (iv) of clause 4, Rates of Pay, shall be paid double time for such overtime.

(iii) An employee required to work in place of a shift worker, after having completed his/her own shift, shall be paid overtime rates for such time worked.

(iv)

(a) 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.

(b) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day so that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until released from duty for such period. Further, the employee shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(d) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

(1) for the purpose of changing shift rosters; or

(2) where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or

(3) where a shift is worked by arrangement between the employees themselves.

(4) The roster of an employee shall not be changed from one shift to another without 48 hours' notice of such change; rates shall be paid until the expiry of such notice.

(5) An employee required to work any period of overtime on a Saturday shall receive a minimum payment of four hours at overtime rates.

(v)

(a) In computing overtime, each day's work shall stand alone.

(b) Time worked outside the fixed hours of that day by a worker arriving late is to be considered ordinary time until the worker has worked the normal number of rostered hours for that day.

(c) Subject to genuine agreement between an employer and employee, an employee may elect to take time off in lieu of payment for ordinary hours of work performed outside the fixed commencing and ceasing time for ordinary hours. In such cases, the time off shall be calculated on the basis of the penalty prescribed for work outside the fixed ordinary hours.

(vi) Reasonable Overtime

(a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.

- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

13. Meal Breaks

- (i) A period of at least 30 minutes for a meal shall be allowed each day, Monday to Friday, inclusive. An employee shall not be required to work for more than five hours without a break for a meal. Provided that, by agreement between an employer and each individual employee and/or the majority of employees in the enterprise work section or sections concerned, an employee or employees may be required to work in excess of five hours, but not more than six hours, at ordinary pay without a meal break.
- (ii) The time of taking a scheduled meal break by one or more employees may be altered by the employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (iii) Subject to subclause (i) of this clause, the employer may stagger the time of taking a meal and rest break to meet operational requirements.
- (iv) Subject to the provisions of subclause (i) of this clause, an employee employed as a regular maintenance person 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 be done whilst such plant is idle.
- (v) Work done during any period of the recognised meal time shall be paid for at the rate of time and one-half and such rate shall continue to be paid until a meal break is allowed.

14. Meal Allowances

- (i) Any employee required to work overtime for any period in excess of one hour after the usual ceasing time either shall be supplied with a meal by the employer or shall be paid the sum as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and if required to work in excess of four hours' overtime, either shall be supplied with a further meal or shall be paid the sum as set out in the said Item 2.
- (ii) This clause shall not apply when an employee has been notified the previous day of the intention to work overtime.
- (iii) If such an employee is notified on the previous day that he/she will be required to work overtime, and by reason of such notice have organised a meal and such overtime is cancelled, he/she shall be allowed the sum as set out in Item 2.

15. Sunday and Holiday Rates

- (i) For all work performed on a Sunday, an employee shall be paid at the rate of double time, with a minimum payment of four hours' pay at double time.

- (ii) For all work performed on the holidays prescribed by clause 17, Holidays, an employee shall be paid at the rate of double time and a half, with a minimum payment of four hours' pay at double time and a half.

16. Recall

An employee, recalled from home to work overtime after having left the premises of the employer, shall be paid a minimum of four hours at overtime rates.

17. Holidays

- (i)
 - (a) The following days shall be holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day,

and any other days which may be proclaimed as public holidays and observed as such. However the day on which the Newcastle Show is held may be worked at ordinary rates even though such day is proclaimed as a public holiday.
 - (b) The first Monday in March each year also shall be a holiday as the picnic day of the Australian Workers' Union, New South Wales, provided that a picnic is held.
 - (c) No deduction shall be made from the wages of employees for such holidays; provided, however, that an employee absent the day before or the day after a holiday without reasonable excuse or without the employer's consent shall not be entitled to payment for such holiday.
- (ii) An employer may require from an employee evidence of the employee's attendance at the 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 requested by the employer, payment need not be made unless the evidence is produced.

18. Sick Leave

An employee who, after not less than three months' continuous service in his/her current employment with the employer, is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity (including incapacity resulting from injury within the *Workers' Compensation Act 1987*), not due to the employee's own serious and wilful misconduct, shall be entitled to be paid at the ordinary-time rate of pay for the time of such non-attendance, subject to the following:

- (i) Where the employee is unable to attend for duty, the employee will endeavour to inform the employer within two hours of the commencing time, in order to allow the employer to engage a replacement for the period of such non-attendance.
- (ii) The employee shall, within 24 hours of the commencement of such absence, inform the employer of his/her 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.
- (iii) The employee shall prove to the satisfaction of the employer, by the production of a medical certificate or other satisfactory evidence, that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (iv) Subject to subclauses (v) and (vi) of this clause, an employee shall be entitled to the following sick leave:
 - (a) An employee in his/her first year of service shall be entitled to five days' sick leave per year.

- (b) An employee in his/her second year of service and thereafter shall be entitled to ten days' sick leave per year.
- (v) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer, so that any part of the sick leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for an unlimited period.
- (vi) Service before the coming into force of this award shall be counted as service for the purpose of qualifying thereunder.
- (vii) When an employee has completed three months' continuous service, that employee shall be entitled, retrospectively, to sick leave taken in accordance with this clause during that three months' continuous service.

19. Personal Carer's/Family Leave

- (i) Use of Sick Leave -
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 19(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 18, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - 1. a spouse of the employee; or
 - 2. a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - 3. a child or an adult child (including an adopted child, a step-child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - 4. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

5. a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
- (A) "relative" means a person related by blood, marriage or affinity;
 - (B) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (C) "household" means a family group living in the same domestic dwelling.
- (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.

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

Where the parties are unable to reach agreement the disputes procedure at clause 27, Grievance Procedures, should be followed.

(ii) 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 class of person set out in 19(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

(iii) Annual Leave -

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (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.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) 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 (b) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (b), the employee shall be paid overtime rates in accordance with the award.

- (v) **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.
- (vi) **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.
- (vii) **Personal Carers Entitlement for casual employees -**
- (1) Subject to the evidentiary and notice requirements in 19(1)(b) and 19(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 19(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

20. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to a maximum of two days bereavement leave without deduction of pay, on each occasion of the death of a person in Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to two days bereavement leave where the employee travels outside Australia to attend the funeral.
- (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 (2) of paragraph (c) of subclause (i) of clause 19, Personal Carer's/Family Leave, 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 (ii), (iii), (iv), (v) and (vi) of the said clause 19. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 20(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 19(1)(c)(ii) of clause 19, Personal Carer's/Family Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

21. Jury Service

An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had he/she not been on jury service.

22. Annual Leave

- (i) See *Annual Holidays Act 1944*.
- (ii) Seven-day Shift Workers -
 - (a) In addition to the annual leave benefits prescribed by subclause (i) of this clause with regard to an annual holiday of four weeks, an employee who, during a year of employment with the employer with respect to which he/she has become entitled to the said annual holidays, works as a continuous seven-day shift worker, shall be entitled to the additional leave as hereunder specified:
 - (1) If, during a year of employment, the employee has served the employer continuously as such seven-day shift worker, the additional leave with respect to that year shall be one week.
 - (2) Subject to subparagraph (4) of this paragraph, if, during a year of employment, the employee has served for only a portion of that year as such seven-day shift worker, the additional leave shall be one day for every 36 ordinary shifts worked as a seven-day shift worker.
 - (3) Subject to the said subparagraph (4), the employee shall be paid for such additional leave at the same rate and under the same conditions as provided in subclause (i) of this clause, for the employee's annual holiday of four weeks.
 - (4) Where the additional leave calculated under this subclause is or includes a fraction of a day, such fraction shall be discharged by payment only and such payment shall be at the rate outlined in subparagraph (3) of this paragraph.

- (5) In this clause, reference to one week and one day shall include holidays and non-working days.
- (b) Where the employment of an employee has been terminated and that employee thereby becomes entitled, under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, the said employee shall also be entitled to an additional payment for three and one-third hours at the annual leave rate of pay with respect to each 21 shifts of service as such seven-day shift worker which he/she has rendered during such period of employment.
- (c) In the case of an employee who was, at the commencement of his/her annual leave, employed as a seven-day shift worker as defined herein, one day shall be added to his/her annual leave period in respect of any holiday prescribed by this award which falls within the period of annual leave to which the employee is entitled under this award.

In addition to the foregoing, a seven-day shift worker who regularly works the 21st shift of his/her roster shall be paid the equivalent of time worked on that day when proceeding on annual leave.

- (iii) In addition to the entitlement accruing under subclauses (i) and (ii) of this clause, during a period of annual leave an employee shall receive a loading calculated on the rate of wages prescribed in clause 4, Rates of Pay.

The loading shall be calculated as follows:

- (a) Day Workers - An employee who would have worked on day work only had he/she not been on leave - a loading of 17.5 per cent.
- (b) Shift Workers - An employee who would have worked on shift work had he/she not been on leave - a loading of 17.5 per cent.

Provided that where the employee would have received shift loadings, Saturday penalties and/or Sunday penalties as prescribed by this award had he/she not been on leave during the relevant period, and such loadings would have entitled him/her to a greater amount than the loading of 17.5 per cent, the shift loadings shall be added to the rate prescribed by the said clause 4 in lieu of the 17.5 per cent loading.

Provided further, that if the shift loadings would have entitled him/her to a lesser amount than the loading of 17.5 per cent, such loading of 17.5 per cent shall be added to the rate of wages prescribed by clause 4 in lieu of the shift loading.

23. Long Service Leave

See *Long Service Leave Act 1955*.

24. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

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

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

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

25. Payment of Wages

- (i) All wages and overtime shall be paid, in the employer's time, not later than Friday in each week. Furthermore, such payment by the employer may be made by cheque or by the employer transferring the amount due into an individual employee's account at the bank of the employee's choice, in the following cases:

- (a) where the majority of employees and the employer agree;
- (b) by individual agreement between an employer and any particular employee;
- (c) at the employer's discretion, for any new employee entering into the industry after the date of hearing.

26. First-Aid and Safety

- (i) Adequate first-aid facilities shall be provided by the employer. (See Occupational Health and Safety Regulation 2001)
- (ii) Where an employee is required by the employer to act as a first-aid attendant, the employee shall be paid as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

27. Grievance Procedures

The procedure for the resolution of industrial disputation will be in accordance with the *Industrial Relations Act 1996*. These Procedural steps are:

- (i) Procedure relating to grievances of individual employees:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) 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.
 - (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.
- (ii) Procedure relating to disputes, etc., between employers and their 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 purposes of each procedure.

28. Amenities

The employer shall provide adequate dressing room, washing and toilet accommodation in accordance with the requirements of the Occupational Health and Safety Regulation 2001.

29. Protective Clothing

- (i) Suitable waterproof coats shall be provided free of cost by the employer for the use of employees who are required to work in the open in wet weather. Such coats, when provided, shall remain the property of the employer.
- (ii) Where necessary, employees washing drums, handling acids or caustic soda shall be provided with suitable gumboots and/or gloves or goggles.
- (iii) Suitable protective clothing in the form of overalls, boots or shoes shall be supplied to an employee where the nature of the work requires such protective clothing to be worn.
- (iv) All protective clothing supplied under this clause shall remain the property of the employer and, if an employee leaves the employment of such employer without returning such protective clothing, the employer may deduct from any moneys owing at the time of termination an amount representing the value of such protective clothing not returned.

30. Redundancy

- (i) Application -
 - (a) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by clause 4, Rates of Pay.
 - (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of paragraph (a) of subclause (iv) of this clause.
 - (c) Notwithstanding anything contained elsewhere in this award, 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 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 employment.
 - (d) Notwithstanding anything contained elsewhere in this award, 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.
- (ii) Introduction of Change -
 - (a) Employer's Duty to Notify -
 - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effect on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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.

(b) Employer's Duty to Discuss Change -

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussions 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 (a).
- (3) For the purposes 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 the 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.

(iii) Redundancy -

(a) Discussions Before Terminations -

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (1) of this paragraph and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purpose of the discussions the employer shall, as soon as is 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.

(iv) Termination of Employment -

(a) Notice for Changes in Production, Program, Organisation or Structure - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause.

- (1) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than one year	1 week
One year and less than three years	2 weeks
Three years and less than five years	3 weeks
Five years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
 - (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice for Technological Change - This paragraph sets out the notice provision to be applied to terminations by the employer for reasons arising from technology in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause.
 - (1) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
 - (2) Payment in lieu of notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time Off During Notice Period -
 - (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
 - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) 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.
- (e) 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.
- (f) Notice to Centrelink (or relevant successor entity) - Where a decision has been made to terminate employees, the employer shall notify Centrelink (or relevant successor entity) thereof as soon as possible, giving relevant information, including the number and categories of employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) 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 (or relevant successor entity).
- (h) Transfer to Lower-paid Duties - Where an employee is transferred to lower-paid duties for reasons set out in subparagraph (1) of paragraph (a) of subclause (ii) 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 notice still owing.

(v) Severance Pay -

- (a) Where the employment of an employee is to be terminated pursuant to paragraph (a) of subclause (iv) of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service.

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

Years of Service	Under 45 Years of Age Entitlement
Less than one year	Nil
One year and less than two years	4 weeks
Two years and less than three years	7 weeks
Three years and less than four years	10 weeks
Four years and less than five years	12 weeks
Five years and less than six years	14 weeks
Six years and over	16 weeks

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

Years of Service	45 Years of age and Over Entitlement
Less than one year	Nil
One year and less than two years	5 weeks
Two years and less than three years	8.75 weeks
Three years and less than four years	12.5 weeks
Four years and less than five years	15 weeks
Five years and less than six years	17.5 weeks
Six years and over	20 weeks

- (3) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.

- (b) 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 (a) of this subclause.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (a) will have on the employer.

- (c) 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 paragraph (a) if the employer obtains acceptable alternative employment for an employee.

- (vi) 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.

31. Superannuation

- (i) The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act*, 1992, the *Superannuation Guarantee Charge Act* 1992, the *Superannuation Industry (Supervision) Act* 1993 and the *Superannuation (Resolution of Complaints) Act* 1993. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) The employer shall be a participating employer in any of the following funds:
- Australian Public Superannuation (APS)
- Australian Superannuation Savings Employment Trust (ASSET)
- and shall participate in accordance with the Trust Deed of that fund.
- (iii) The employer shall contribute to the Fund in accordance with the legislation provided that employer contributions do not fall below 3% of ordinary time earnings:
- Notation: Employer contributions under relevant legislation are set at 9% from 1st July 2002.
- (iv) The employer shall provide each employee upon commencement of employment with membership forms of the fund and shall forward the completed membership form to the fund as soon as practicable.
- (v) An employee may make contributions to the fund in addition to those made by the employer. Such employee may either forward their own contribution directly to the fund trustees or authorise the employer to pay into the fund from the employee's wage an amount specified by the employee.
- (vi) To authorise an employer to make additional contributions, the employee must authorise the employer in writing to pay into the fund from the employee's wages a specified amount in accordance with the Trust Deed and the rules of the fund.
- (vii) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions as soon as practicable after the receipt of the authorisation.
- (viii) All contributions shall be made at the completion of each calendar month, or at such other times and in such other manner as may be agreed in writing between the Trustee and the employer.
- (ix) Ordinary time earnings shall be defined as including:
- (a) Award classification rate
 - (b) overaward payment
 - (c) Shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime
 - (d) Casual loading in respect to casual employees including 1/12th Annual Holiday Loading.

Ordinary time earnings does not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

32. Deduction of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;

- (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly 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.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.
- (viii) The above variations shall take effect:
- (a) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first full pay period to commence on or after 17 March 2003;
 - (b) In the case of employers who do not fall within paragraph (a) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions), from employees' pay, or have in place facilities to make such deductions, from the beginning of the first full pay period to commence on or after 17 June 2003;
 - (c) For all other employers, from the beginning of the first full pay period to commence on or after 17 September 2003.

33. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Nut Food Makers (State) Award published 15 February 2002 (331 I.G. 357) and all variations thereof.

It shall apply to all employees engaged in the manufacture of nut foods and accessories in the State, excluding the County of Yancowinna, within the jurisdiction of the Nut Food Makers, &c. (State) Industrial Committee.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from the first full pay period to commence on or after 21 February 2008.

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

PART B

MONETARY RATES

Table 1 - Wages

(i) Adult Employees -

Classification	SWC 2006 \$	SWC 2007 \$	SWC 2007 \$
Roaster and/or fryer (96%)	564.75	20.00	584.75
Mayonnaise Plant Operator (96%)	564.75	20.00	584.75
Distributor and Dispatcher (92.4%)	551.90	20.00	571.90
All other adult employee*(87.9%)	536.60	20.00	556.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	4(iii)	Leading Hands:		
		In charge of 3 to 6 employees	23.70	24.65
		In charge of 7 to 10 employees	27.85	28.95
		In charge of 11 to 15 employees	35.25	36.65
		In charge of more than 15 employees	43.25	45.00
2	14(i) and (iii)	Meal Allowance	10.00	10.35
3	26(ii)	First-aid Allowance	2.95	3.05

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

Nut Food Makers, &c. (State) Industrial Committee

Industries and Callings

Employees engaged in the manufacture of nut foods and accessories in the State, excluding the County of Yancowinna; excepting -

Engine drivers and firemen, greasers, trimmers, cleaners and pumpers engaged in or about the driving of engines, electrical crane, winch, and motor drivers; Carters, grooms, stablemen, yardmen, and drivers of motor and other power-propelled vehicles; Watchmen, caretakers, and cleaners; Storemen and packers; and clerks; and excepting employees within the jurisdiction of the Watchmen and Gatekeepers (Waterfront) Industrial Committee.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(113)

SERIAL C6456

PHARMACY ASSISTANTS (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

(No. IRC 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Items 1, and 2 from Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, of the award published 13 October 2000 (319 I.G. 285) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	14 (ii)	Meal Allowance (Schools and Courses)	11.60 per day
2	8 (v)	Meal Allowance	11.60 per day

2. Delete the amount \$61.00 appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 17, Supported Wage and insert in lieu thereof the following:
"\$66.00"
3. Effective on and from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

PLASTIC MOULDING, &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 1552 of 2007)

Before Commissioner Bishop

5 February 2008

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

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Contract of Employment
3A.	Secure Employment Provisions
4.	Classifications
5.	Wages
6.	Allowances and Special Rates
7.	Hours of Employment
8.	Implementation of 38-Hour Week
9.	Shift Work
10.	Overtime
11.	Holidays and Sunday Work
12.	Extra Rates Not Cumulative
13.	Meal Breaks
14.	Rest Period for Employees
15.	Mixed Functions
16.	Payment of Wages
17.	General Conditions
18.	Annual Leave
19.	Long Service Leave
20.	Sick Leave
21.	Personal/Carer's Leave
22.	Bereavement Leave
22A.	Parental Leave
23.	Jury Service
24.	Redundancy
25.	Superannuation
26.	Traineeships
27.	Dispute Resolution
28.	Enterprise Arrangements
29.	Consultation
30.	Training
31.	Anti-Discrimination
32.	Shop Stewards
33.	Notice Board
34.	Basis of Award and Leave Reserved to Apply
35.	Exemption
36.	Area, Incidence and Duration

Appendix A - Classification Definitions

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

2. Definitions

- (i) Sunday shall mean all time between midnight Saturday and midnight Sunday.
- (ii) Union shall mean Liquor, Hospitality and Miscellaneous Union, New South Wales Branch.
- (iii) "Adult Apprentice" means a person of 21 years of age or over at the time of entering into a Training Contract.
- (iv) "Apprenticeship Authority" shall mean the Commissioner for Vocational Training appointed under the *Apprenticeship and Traineeship Act 2001*, the Vocational Training Board constituted under the Act, or the Industrial Relations Commission formed under the *Industrial Relations Act 1996*.

3. Contract of Employment

- (i) Weekly Employment - Except as hereinafter provided for, employment shall be by the week. An employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (ii) 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 an employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only, or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. Where an employee has given or been given notice, as aforesaid, the employee shall continue in their employment until the date of expiration of such notice. An employee who, having given or been given notice, as aforesaid, without reasonable cause, proof of which shall lie on the employee, absents themselves from work during such period, shall be deemed to have abandoned their employment and shall not be entitled to payment for work done by the employee within that period; provided that where an employer has given notice as aforesaid, an employee on request shall be granted leave of absence without pay for one day in order to look for alternative employment.
- (iii) Subject to subclause (ii) of clause 16, Payment of Wages, an employee, other than an employee who has given or who has received notice in accordance with subclause (ii), of this clause, not attending for duty shall, except as provided by clause 20, Sick Leave, of this award, lose their pay for the actual time of such non-attendance.
- (iv) Casual Employment - A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid one thirty-eighth of the weekly award wage prescribed by this award for the work which the employee performs, plus twenty per cent.

Notation: The casual loading prescribed by this subclause is inclusive of a casual employee's entitlement under the *Annual Holidays Act 1944* (NSW).

- (v) Late Comers:
 - (a) Notwithstanding anything contained elsewhere in this award an employer may select and may utilise for timekeeping purposes any fractional or decimal proportion of an hour, not exceeding one-quarter of an hour, and may apply such proportion in the calculation of the working time of

employee's who report for duty after their appointed starting times or cease duty before their appointed finishing times.

- (b) An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion to the calculation of overtime.

(vi) Part-time Employment -

- (a) An employee may be engaged by the week 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.

- (b) An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by clause 5, Wages, for the classification in which the employee is engaged.

- (c) 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 9, Shift Work:

Where the employee has completed twelve months' continuous service - 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 close down in accordance with this award the employee shall receive 2.923 hours paid at the appropriate rate of wage for each 38 ordinary hours worked.

- (2) Public Holidays -Where the normal paid hours fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with clause 8, Implementation of 38-Hour Week.

- (3) Sick Leave -First Year of Employment During the first year of any period of service with an employer the employee shall be entitled to sick leave equivalent to the average number of hours worked each week in accordance with subclause (vi)(a) of this clause.

During the first five months of any period of service with an employer, sick leave shall accrue at the rate of one- fifth of the average number of hours worked each week for every completed month of service. Provided further that on application by the employee during the sixth month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first five months and in respect of which payment was not made.

Second or Subsequent Years of Employment -

During the second or subsequent years of any period of service with an employer the employee shall not be entitled to leave in excess of an amount calculated as follows:

$$\frac{\text{Average number of hours worked each week}}{5} \quad \times 8$$

- (d) 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 10, Overtime of this award.

3A. Secure Employment Provisions

(a) Objective of this Clause -

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

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

4. Classification

- (i) Plastics Worker Grade 1 is equivalent to a Metal Engineering and Associated Industries Award Part 1 classification as follows:

Wage Group: C14

Engineering/production employee - Level I
(Proposed relativity to C10 78%)

An engineering/production employee - Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of all employees' training:

- (a) performs general labouring and cleaning duties;
- (b) exercises minimal judgement;
- (c) works under direct supervision; or
- (d) is undertaking structured training so as to enable them to work at C13 level.

- (ii) Plastics Worker Grade 2 is equivalent to a Metal, Engineering and Associated Industries Award 1998 Part 1 classification as follows:

Wage Group: C13

Engineering/production employee - Level II
(Proposed relativity to C10 82%)

An engineering/production employee - Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of all employees' training:

- (a) works under direct supervision either individually or in a team environment;
- (b) understands and undertakes basic quality control/assurance procedures including the ability to recognize basic quality deviations/faults;
- (c) understands and utilises basic statistical process control procedures.

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

repetition work on automatic, semi-automatic or single purpose machines or equipment;

assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;

basic soldering or butt and spot welding skills or cuts scrap with oxyacetylene blow pipe;
uses selected hand tools;

boiler cleaning;

maintains simple records;

uses hand trolleys and pallet trucks;

assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

- (iii) Plastics Worker Grade 3 is equivalent to a Metal, Engineering and Associated Industries Award 1998 Part 1 classification as follows:

Wage Group: C12

Engineering/production employee - Level III

(Proposed relativity to C10 87.4%)

An engineering/production employee - Level III is an employee who has completed a production/engineering certificate I or equivalent training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of all employees' training:

- (a) is responsible for the quality of his/her own work subject to routine supervision;
- (b) works under routine supervision either individually or in a team environment;
- (c) exercises discretion within his/her level of skills and training.

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

operates flexibly between assembly stations;

operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;

non-trade engineering skills;

basic tracing and sketching skills;

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

basic inventory control in the context of a production process;

basic keyboard skills;

advanced soldering techniques;

boiler attendant;

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

ability to measure accurately;

assists one or more tradespersons;

welding which requires the exercise of knowledge and skills above C13;

assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

- (iv) Plastics Worker Grade 4 is equivalent to a Metal, Engineering and Associated Industries Award 1998 Part 1 as follows:

Wage Group: C11

Engineering/production employee - Level IV

(Proposed relativity to C10 92.4%)

An engineering/production employee - Level IV is an employee who has completed a production/engineering certificate II or equivalent training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of all employee's training:

- (a) works from complex instructions and procedures;
- (b) assists in the provision of on-the-job training to a limited degree;
- (c) Co-ordinates work in a team environment or works individually under general supervision;
- (d) is responsible for assuring the quality of his/her own work.

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

uses precision measuring instruments; machine setting, loading and operation; rigging (certificated);

inventory and store control including:

licensed operation of all appropriate materials handling equipment;

use of tools and equipment within the scope (basic non-trades) maintenance;

computer operation at a level higher than that of an employee at C12 level;

intermediate keyboard skills;

basic engineering and fault finding skills;

performs basic quality checks on the work of others;

licensed and certified for fork-lift, engine driving and crane driving operations to a level higher than C12;

has knowledge of the employer's operation as it relates to production process;

lubrication of production machinery equipment;

assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

- (v) A Plastics Worker Grade 5 is equivalent to a Metal, Engineering and Associated Industries Award 1998 Part 1 as follows:

Wage Group: C10

An Engineering Tradesperson - Level I

(Proposed Relativity to C10 100%)

A Plastics Worker Grade 5 is an employee who has successfully completed a Plastics Industry Apprenticeship as set out in his/her Training Contract and is able to exercise the skills and knowledge of the trade so as to enable the employee to perform work within the scope of this level.

An engineering Tradesperson - Level I works above and beyond an employee at C11 and to the level of his/her skills, competence and training.

- (a) Understands and applies quality control techniques;
- (b) Exercises good interpersonal and communication skills;
- (c) Exercises keyboard skills at a level higher than C11;
- (d) Exercises discretion within the scope of this classification level;
- (e) Performs work under limited supervision either individually or in a team environment;
- (f) Operates lifting equipment incidental to his/her work;
- (g) Performs non-trade tasks incidental to his/her work;
- (h) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (i) Inspects products and/or materials for conformity with established operational standards.
- (j) May be required to assist in the training of apprentices and trainees.

5. Wages

- (i) The minimum adult weekly rates of pay for each classification, inclusive of the adult basic wage from time to time effective, is as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (ii) The rates of pay in this award include all the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May, 1991 other than safety net, State Wage Case and minimum rate adjustments.
- (iii) Junior Employees -
 - (a) The minimum rates of wages for juniors shall be a percentage, according to age, of the base rate for a Plastics Worker Grade 2 listed in the following Table, and to which have been added the Arbitrated Safety Net Adjustments as set out in the said Table 1.

Age -	Percentage of Base rate for Plastics Worker Grade 2
Under 16 years of age	36.8
At 16 years of age	47.3
At 17 years of age	57.8
At 18 years of age	68.3
At 19 years of age	82.5
At 20 years of age	97.7

- (b) The total wage payable to a junior employee shall be calculated to the nearest five cents and any broken part of five cents in the result not exceeding two cents shall be disregarded.

- (c) Junior employees shall not be employed:
- (1) if under 16 years of age, on oil and gas burners or fires used for heating small articles; or
 - (2) if under 18 years of age, on die setting on power presses or as operators of power-driven guillotines.
- (iv) Apprentices
- (a) The minimum rate of pay of an apprentice shall be the following:
- | | |
|------------------------|------------------------------|
| Year of Apprenticeship | % of Plastics Worker Grade 5 |
| First | 42 |
| Second | 55 |
| Third | 75 |
| Fourth | 88 |
- (b) An employee who is under 21 years of age on completion of his/her apprenticeship and thereafter works in the occupation to which he/she has been apprenticed shall be paid at not less than the adult rate prescribed for that classification.
- (v) Adult Apprentices
- Subject to subclause 26(ii) of this award, the minimum rate of pay of an adult apprentice (as defined) shall be the following:
- | | |
|------------------------|------------------------------|
| Year of Apprenticeship | % of Plastics Worker Grade 5 |
| First | 74.5 |
| Second | 81.5 |
| Third | 84.8 |
| Fourth | 89.2 |

6. Allowances and Special Rates

- (i) Meal Allowance - For the purposes of this subclause, "the specified amount" means the amount as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates.
- (a) When Required to Work Overtime -
- (1) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he/she will be so required to work shall either be supplied with a meal by the employer or paid the specified amount for the first meal and for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.
 - (2) Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal, as the case may be, the employer shall provide such second and/or subsequent meals or shall make payment of the specified amount in lieu thereof.

- (3) If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he/she shall be paid the specified amount for meals which he/she has provided but which are surplus.
- (b) When Required to Work on a Sunday or Public Holiday -
- (1) An employee engaged on continuous work, required to work on a Sunday or a public holiday for more than four hours without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the employer or paid the specified amount for the meal taken during his/her first crib break and during each subsequent crib break; provided that such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.
- (2) An employee who, pursuant to notice, has provided a meal or meals and is not required to work on a Sunday or a public holiday or is required to work for a lesser period of time than advised, shall be paid the specified amount for meals which he/she has provided but which are surplus.
- (ii) Leading Hands Allowance - An employee appointed by an employer as a leading hand in charge of other employees shall be paid, in addition to the ordinary rates prescribed by clause 5, Wages:
- (a) when in charge of not less than three and not more than ten employees - the amount per week set out in Item 2 of the said table 2;
- (b) when in charge of more than ten and not more than 20 employees - the amount per week set out in Item 3 of Table 2;
- (c) when in charge of more than 20 employees - the amount per week set out in Item 4 of Table 2.
- (iii) First-aid Allowances - An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certification from the St. John Ambulance or similar body, and who is appointed by the employer to perform first-aid duty shall be paid, in addition to the ordinary rates prescribed by clause 5, Wages, the amount per week set out in Item 5 of Table 2.
- (a) Attendant - An employer shall endeavour to have at least one employee trained to render first aid in attendance when work is performed at an establishment.
- (b) First-aid outfit - see the relevant occupational health and safety legislation and regulation.
- (iv) Special Conditions Allowances - In addition to the ordinary rates prescribed by clause 5, Wages, the following allowances shall be paid to employees, including juniors, in the circumstances prescribed. Where more than one of the disabilities entitling an employee to an allowance under this subclause exists on the same job, the employer shall be bound to pay the allowance for each of the disabilities so prevailing. The allowances prescribed by this subclause shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.
- (a) Dirty Work - For work which a foreperson and employee shall agree is of an unusually dirty or offensive nature - the amount per hour set out in Item 6 of Table 2, provided that:
- (1) In the case of a disagreement between the foreperson and an employee, the employee or a shop steward on his/her behalf shall be entitled, within 24 hours, to ask for a decision on the employee's claim by the employer's industrial officer, if there be one, or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case, a decision shall be given on the employee's claim within 48 hours of it being asked for, unless that time expires on an on- working day, in which case it shall be given during the next working day or else the said allowance shall be paid.

- (2) Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined by the Industrial Relations Commission of NSW.
- (b) Hot Places - For working for more than one hour in the shade in places:
 - (1) where the temperature is raised by artificial means to between 46degrees Celsius and 54degrees Celsius - the amount per hour set out in Item 7 of Table 2;
 - (2) in places where the temperature exceeds 54degrees Celsius - the amount per hour set out in Item 8 of Table 2. Where work continues for more than two hours in temperatures exceeding 54 Celsius the employees shall be entitled to 20 minutes rest after every two hours work, without deduction of pay. The temperature shall be decided by the foreperson of the work after consultation with the employees who claim the allowance.
- (c) Wet Places - For working in any place wherein clothing or boots become saturated, whether by water, oil or otherwise - the amount per hour set out in Item 9 of Table 2, provided that:
 - (1) This allowance shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.
 - (2) An employee who becomes entitled to this allowance shall be paid such allowance for such part of the day or shift as he/she is required to work in wet clothing or boots.
- (v) Motor Allowance - In addition to the ordinary rates prescribed by clause 5, Wages, an employee, who by agreement with their employer uses their own motor vehicle on the employer's business, shall be paid an allowance as set out in Item 10 of Table 2.

7. Hours of Employment

- (i) Day Workers - Subject to clause 8, Implementation of 38-Hour Week, and subclause (iv) of clause 29, Consultation, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
 - (a) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (c) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (d) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
 - (e) for the purposes of subclause (i) of clause 8, Implementation of 38-Hour Week any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed in accordance with subclause (ix) of clause 8, Implementation of 38-Hour Week.
- (ii) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.
- (iii) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 a.m. and 6.00 p.m. Provided that the actual ordinary hours of work shall be determined by agreement between an employer and the majority of employees in the plant or work section or sections concerned.

Provided further that work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.

- (iv) The ordinary hours of work prescribed herein shall not exceed ten on any day. Provided that:
- (a) in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between an employer and the majority of employees in the plant or work section or sections concerned; and
 - (b) by arrangement between an employer, the union or unions concerned and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
 - (1) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve-hour shifts;
 - (2) proper health monitoring procedures being introduced;
 - (3) suitable roster arrangements being made; and
 - (4) proper supervision being provided.

8. Implementation of 38-Hour Week

- (i) Ordinary hours of work shall be an average of 38 per week as provided in clause 7, Hours of Employment, and clause 9, Shift Work.
- (ii) Except as provided in subclauses (v) and (vi) hereof, the method of implementation of the 38-hour week may be any one of the following:
 - (a) by employees working less than 8 ordinary hours each day; or
 - (b) by employees working less than 8 ordinary hours on one or more days each week; or
 - (c) by fixing one week day on which all employees will be off during a particular work cycle; or
 - (d) by rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- (iii) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned.
- (iv) In the absence of agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be applied in accordance with clause 27, Dispute Resolution. The procedure shall be applied without delay.
- (v) Subject to the provisions of subclause (iv), of clause 7, Hours of Employment, and subclause (ii)(a), of clause 9, Shift Work, the employer and the majority of employees in the plant or section or sections concerned may agree that the ordinary working hours are to exceed eight on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply.
- (vi) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.
- (vii) Notice of Days Off - Except as provided in subclauses (viii) and (ix) hereof, in cases where, by virtue of the arrangement of the employees ordinary hours an employee, in accordance with subclause (ii) (c) and (d), is entitled to a day off during the employee's work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday the employee is to take off; provided that a lesser period of notice may be agreed by the employer and the majority of employees in the plant or section or sections concerned.

(viii) Substitute Days -

- (a) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with subclauses (ii) (c) and (d) hereof, 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 rush orders or some other emergency situation.
 - (b) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.
- (ix) Flexibility in relation to rostered days off - Notwithstanding any other provision in this clause, where the hours of work of an establishment, plant or section are organised in accordance with subclause (ii) paragraphs (c) and (d) hereof an employer, the union or unions concerned and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five (5) rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

Where such agreement has been reached the accrued rostered days off must be taken within each 12 month period thereafter. It is understood between the parties that the involvement of the union or unions concerned would be necessary in cases where it or they have members in the plants concerned and not in non-union establishments.

9. Shift Work

(i) Definitions - For the purposes of this clause -

- (a) Afternoon shift shall mean any shift finishing after 6.00 p.m. and at or before midnight.
 - (b) Continuous work shall mean work carried on with consecutive shifts of employee's 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.
 - (c) Night shift shall mean any shift finishing subsequent to midnight and at or before 8.00 a.m.
 - (d) Rostered shift shall mean a shift of which the employee concerned has had at least forty-eight hours' notice.
- (ii) Hours - Continuous work shifts - This subclause shall apply to shift workers on continuous work as hereinbefore defined. The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days. Provided that, where the employer and the majority of employees concerned agree, 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. Subject to the following conditions, such shift workers shall work at such times as the employer may require.

A shift shall consist of not more than ten hours inclusive of crib time. Provided that -

- (a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
- (b) by agreement between an employer, the union or unions concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
 - (1) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve-hour shifts;
 - (2) proper health and monitoring procedures being introduced;

- (3) suitable roster arrangements being made; and
- (4) proper supervision being provided.
- (c) Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.
- (d) Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.
- (iii) Hours - Other than continuous shift work - This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. Subject to clause 8, Implementation of 38-Hour Week, and subclause (iv) of clause 29, Consultation, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
 - (a) 38 hours within a period not exceeding seven consecutive days; or
 - (b) 76 hours within a period not exceeding fourteen consecutive days; or
 - (c) 114 hours within a period not exceeding twenty one consecutive days; or
 - (d) 152 hours within a period not exceeding 28 days
 - (e) The 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 five hours without a break for a meal. Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.
 - (f) Provided that:
 - (1) the ordinary hours of work prescribed herein shall not exceed ten hours on any day;
 - (2) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
 - (3) by agreement between an employer, the union or unions concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
 - (A) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve-hour shifts;
 - (B) proper health and monitoring procedures being introduced;
 - (C) suitable roster arrangements being made;
 - (D) proper supervision being provided.
- (iv) Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (v) Variation by Agreement -
 - (a) 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.

- (b) The times of commencing and finishing shifts, once having been determined, may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or, in the absence of agreement, by seven days' notice of alteration given by the employer to the employees.
- (vi) Afternoon or Night Shift Allowances -
- (a) A shift worker whilst on afternoon or night shift shall be paid 15 per cent more than the employees ordinary rate.
- (b) A shift worker who works on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop, shall be paid for each such shift 50 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to the employees ordinary rate.
- (c) An employee who -
- (1) during a period of engagement on shift, works night shift only; or
 - (2) remains on night shift for a longer period than four consecutive weeks; or
 - (3) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of the employees working time off night shift in each shift cycle, shall, during such engagement, period or cycle, be paid 30 per cent more than the ordinary rate for all time worked during ordinary working hours in such night shift.
- (vii) 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 one-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (vi), of this clause.
- (viii) Overtime - Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall -
- (a) if employed on continuous work be paid at the rate of double time; or
 - (b) if employed on other shift work at the rate of time and one-half for the first three hours and at the rate of double time thereafter; except in each case where time is worked -
 - (c) by arrangement between the employees themselves; or
 - (d) for the purpose of effecting customary rotation of shifts; or
 - (e) on a shift to which an employee is transferred on shift notice, as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with subclause (ii), of clause 3, Contract of Employment, of this award. Provided that when not less than seven hours and thirty-six minutes' notice has been given the employer by the relief person that they will be absent from work and the employee whom the relief person should relieve is not relieved is required to continue to work on their rostered day off, the unrelieved employee shall be paid double time.
- (ix) Sundays and Holidays -
- (a) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid as follows:
- (1) Sundays - at the rate of double time.

- (2) Holidays as prescribed by clause 11, Holidays and Sunday Work, of this award, at the rate of double time.
- (b) Shift workers on other than continuous work for all time worked on a Sunday or a holiday shall be paid at the rates prescribed in clause 11, Holidays and Sunday Work, of this award, where shifts commence between 11.00 p.m. 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; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or a holiday and extending into the Sunday or the holiday shall be regarded as time worked on such Sunday or holiday.
- (c) Where shifts fall partly on a holiday that shift, the major portion of which falls on the holiday, shall be regarded as the holiday shift.
- (x) Daylight Saving - Notwithstanding anything contained elsewhere in this award where, in any area by reason of the legislation of the State, summer time is prescribed as being in advance of standard time of the State, the length of any shift -
 - (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
 - (b) 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 so recorded at the end thereof; the time of the clock in each case to be set to the time fixed pursuant to State legislation. In this subclause the expressions "standard time" and "summer time" shall bear the same meanings as are prescribed by State legislation.
- (xi) Requirement to Work Reasonable Overtime - An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement. The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of one in, all in overtime shall not apply.

10. Overtime

- (i)
 - (a) For all work done outside ordinary hours the rates of pay shall be time and one-half for the first three hours and double time thereafter and such double time shall continue until the completion of the overtime work. For the purposes of this clause ordinary hours shall mean the hours of work fixed in an establishment in accordance with clauses 7, Hours of Employment, 8, Implementation of 38-Hour Week, 9, Shift Work or subclause (iv) of clause 29 Consultation. The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by thirty-eight, even in cases when an employee works more than thirty-eight ordinary hours in a week.
 - (b) Except as provided for by this subclause or subclause (ii), of this clause, in computing overtime each day's work shall stand alone.
 - (c) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- (ii) Rest Period after Overtime -
 - (a) When overtime 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.
 - (b) An employee, other than a casual employee, who works so much overtime between the termination of the employees ordinary work on one day and the commencement of the employees ordinary work on the next day that the employee has not had at least ten consecutive hours off

duty between those times shall, subject to this subclause, be released after the completion of such overtime until the employee has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

- (c) If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (1) for the purpose of changing shift rosters; or
- (2) 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
- (3) where a shift is worked by arrangement between the employees themselves.

(iii) Call Back -

- (a) An employee recalled to work overtime after leaving the employer's business premises, whether notified before or after leaving the premises, shall be paid for a minimum of four hours work and where the employee has been paid for standing by in accordance with subclause (v), of this clause, shall be paid a minimum of three hours' work at the appropriate rate for each time the employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three or four hours as the case may be if the job the employee was recalled to perform is completed within a shorter period.

This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employees ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

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

(iv) Saturday Work - Five-Day Week - A day worker required to work overtime on a Saturday shall be afforded at least four hours' work or shall be paid for four hours at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

(v) Standing By - Subject to any custom now prevailing under which an employee regularly is required to hold state in readiness for a call back, an employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing- by time at ordinary rates from the time which the employee is so to hold themselves in readiness.

(vi) Crib Time -

- (a) An employee working overtime shall be allowed a crib break of twenty minutes, without deduction of pay, after each four hours of overtime worked if the employee continues working after such crib time; provided that where a day worker on a five-day week is required to work overtime on a Saturday, the first prescribed crib time shall, if occurring between 10.00 a.m. and 1.00 p.m., be paid at ordinary rates.

- (b) Unless the period of overtime is less than one and one-half hours an employee, before starting overtime after working ordinary hours, shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee agree to any variation of this

provision to meet the circumstances of the work in hand; provided that the employee shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

- (vii) Transport of Employee's - When an employee, after having worked overtime or a shift for which the employee regularly has not been rostered, finishes work at a time when reasonable means of transport are not available the employer shall provide the employee with a conveyance to the employees home or shall pay the employee their current wage for the time reasonably occupied in reaching the employees home.

11. Holidays and Sunday Work

- (i)
- (a) Prescribed Holidays - An employee on weekly hiring shall be entitled to the following public holidays without loss of pay as follows:
- (b) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day or Labour Day, Christmas Day and Boxing Day or such other day as is generally observed in a locality as a substitute for any of the said days respectively.
- (c) By agreement between an employer and the employees other days may be substituted for the said days or any of them as to such employer's undertaking.
- (d) In addition to the public holidays prescribed in paragraph (i)(b) of this clause, one additional public holiday shall apply to an employee on weekly hire as granted to employees working under the Metal, Engineering and Associated Industries Award 1988, an award of the Australian Industrial Relations Commission, each year.
- (e) For the purpose of this award -
- (1) where Christmas Day falls on a Saturday or a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;
- (2) where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;
- (3) where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day; and the said Saturday and/or Sunday shall be deemed not to be holidays.
- (ii) Payment for Work on Public Holidays - Except as provided in subclause (ix), Sundays and Holidays, of clause 9, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time and a half for work done on public holidays, such double time and a half to continue until the employee is relieved from duty.
- (iii) Where an employee is absent from their 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.
- (iv) Payment for Work on Sundays - Except as provided in subclause (ix), Sundays and Holidays, of clause 9, 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 the employee is relieved from duty.
- (v) Rest Pause - Holidays and Sundays - An employee, other than a casual 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 the employee has had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

- (vi) Minimum Payment - Holidays and Sundays - Employees, other than on shift or engaged in maintaining continuity of electric light and power or garage employees and/or drivers of tow and/or repair vehicles recalled for breakdown, accident or other emergency work, required to work on Sundays or public holidays, shall be paid for a minimum of three hours work.
- (vii) Crib Time - Holidays and Sundays - An employee not engaged on continuous work working on a Sunday or public holiday shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of work, if the employee continues work after such crib time. Provided that where a day worker is required to work on a Sunday or public holiday the first prescribed crib time shall, if occurring between 10.00 a.m. and 1.00 p.m., be paid at ordinary rates.
- (viii) Rostered Day Off Falling on Public Holiday -
 - (a) An employee who works continuous work and who by the circumstance of the arrangement of the employees ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall, at the discretion of the employer, be paid for that day seven hours 36 minutes at ordinary rates or have an additional day added to the employees annual leave. This provision shall not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.
 - (b) In the case of an employee whose ordinary hours of work are arranged in accordance with subclause (ii)
 - (c) or (ii) (d) or (iv) of clause 8, Implementation of 38-Hour Week, the weekday to be taken off shall not coincide with a public holiday fixed in accordance with subclauses (i), (ii) or (iii) hereof; provided that, in the event that a public holiday is prescribed after an employee has been given notice of his weekday off in accordance with subclause (vii), of the said clause 8, and the public holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.

12. Extra Rates Not Cumulative

Extra rates in this award, except rates prescribed in clause 6, Allowances and Special Rates, of this award, and in clause 11, Holidays and Sunday Work, of this award, as to work on public holidays are not cumulative so as to exceed the minimum of double the ordinary rates.

13. Meal Breaks

- (i) An employee shall not be required to work for more than five hours without a break for a meal. Provided that:
 - (a) in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered, and as a result it is not practicable for all employees to take a meal break within five hours, an employee shall not be required to work for more than six hours without a break for a meal; and
 - (b) by agreement between an employer and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- (ii) The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (iii) An employer may stagger the time of taking a meal and rest break to meet operational requirements.
- (iv) Subject to the provisions of subclause (i) hereof, an employee employed as a regular maintenance person 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.

- (v) Except as provided in subclauses (i) and (iv) hereof, and except where any alternative arrangement is entered into as a result of in-plant discussions as provided in subclause (iv) of clause 29, Consultation time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

14. Rest Period for Employees

- (i) Employees shall be allowed a rest period of not less than ten minutes during each day or shift which shall be taken during the first or second half of the day or shift as may be decided by a majority of the employees in the shop.
- (ii) When requested by employees and where practicable, suitable seats shall be provided by the employer for employees.

15. Mixed Functions

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than the employees ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift, the employee shall be paid the higher rate for the time so worked.

16. Payment of Wages

- (i) Wages shall be paid as follows:
 - (a) An employee who actually works 38 ordinary hours each week - In the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (a) and (b) subclause (ii) of clause 8, Implementation of 38-Hour Week, of this award so that the employee works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.
 - (b) An employee who works an average of 38 ordinary hours each week - Subject to subclauses (ii) and (iii) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (ii) of clause 8, Implementation of 38-Hour Week, of this award, so that the employee works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

Special Note: Explanation of Averaging System - As provided in this subclause, an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle is to be paid the employees wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

- (1) Clause 8, Implementation of 38-hour week, provides in subclause (ii) (c) and (d) that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that the employee is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (2) If the 38-hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours where arranged on the basis that for three of the four weeks the employee worked 40 ordinary hours each week and in the fourth week the employee worked 32 ordinary hours. That is, the employee would work for 8 ordinary hours each day, Monday to Friday inclusive, for three weeks, and 8 ordinary hours on four week days only in the fourth week - a total of 19 days during the work cycle.

- (3) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in clause 5, Wages, of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day the employee works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that the employee works on only four days, the employees actual pay would be for an average of 38 ordinary hours even though, that week, the employee works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours the employee accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours 36 minutes.

- (4) As provided in subclause (ii) of this clause, an employee will not accrue a "credit" for each day the employee is absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service. When an employee is absent from duty because of annual leave, long service leave, public holidays, paid sick leave, workers' legal advice to determine whether NSW industrial relations laws apply to them. compensation, bereavement leave or jury service, the employees entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.

(ii) Absences from Duty -

- (a) An employee whose ordinary hours are arranged in accordance with paragraph (c) and (d) of subclause
- (iii) of clause 8, Implementation of 38-Hour Week, of this award and who is paid wages in accordance with subclause (i) hereof and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) shall, for each day the employee is so absent, lose average pay for that day calculated by dividing the employees average weekly wage rate by 5. An employee who is so absent from duty for part of a day shall lose average pay for each hour the employee is absent by dividing the employees average daily pay rate by 8.
- (a) Provided, when such an employee is absent from duty for a whole day the employee will not accrue a "credit" because the employee would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which the employee would otherwise have been paid. Consequently, during the week of the work cycle the employee is to work less than 38 ordinary hours the employee will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the "credit" the employee does not accrue for each whole day during the work cycle the employee is absent.

The amount by which an employee's average weekly pay will be reduced when the employee is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) is to be calculated as follows:

Average weekly pay		
Total of credits not accrued	X	<u>average week</u>
during cycle		38

Examples - (An employee's ordinary hours are arranged so that the employee works 8 ordinary hours on five days of each week for 3 weeks and 8 ordinary hours on four days of the fourth week).

- (1) Employee takes one day off without authorisation in first week of cycle.

Week of Cycle and Payment -

1st week pay (i.e., less 1/5).	=	average weekly pay less one day's pay (i.e., less 1/5).	
2nd and 3rd weeks	=	average weekly pay each week.	
4th week	=	1/5 average pay less credit not accrued on day of absence	
	=	1/5 average pay less 0.4 hours	X $\frac{\text{average weekly pay}}{30}$

(2) Employee takes each of the 4 days off without authorisation in 4th week.

Week of Cycle and Payment -

1st, 2nd and 3rd weeks	=	average pay each week.	
4th week	=	average pay less 4/5 of average pay for the four days absent	
=		less total of credits not accrued that week	
=	=	1/5 average pay less 4 X 0.4 hours	X $\frac{\text{average weekly pay}}{38}$
		1/5 average pay less 1.6 hours	X $\frac{\text{average weekly pay}}{38}$

(iii) Alternative Methods of Payment -

- (a) Provided that in the case of an employee who prior to 15 March 1982 was working less than 40 ordinary hours each week and who was paid by a method different from that provided for in subclauses (i) and (ii) hereof, such method may be continued.
- (b) Provided further that, where the employer and the majority of employees concerned agree, an alternative method of paying wages to that provided in subclauses (i) and (ii) hereof may be introduced.
- (iv) Wages to be Paid During Working Hours - Subject to subclause (v) hereof, where the majority of employees in a particular establishment are employed under the terms of this award, wages shall be paid during ordinary working hours and if an employee is kept waiting for the employee's wages on pay day after the usual time for ceasing work, the employee shall be paid at overtime rates for the period the employee is kept waiting. Where the majority of employees in a particular establishment are not employed under the terms of this award, an employee kept waiting for their wages on pay day for more than six minutes after the usual time for ceasing work shall be paid at overtime rates after the six minutes.
- (v) Day Off coinciding with Pay Day - In the event that an employee, by virtue of the arrangement of the employees ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day; provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.
- (vi) Payment by cheque or electronic funds transfer subject to the NSW *Industrial Relations Act 1996*, where an employer and employee agree, the employee may be paid their wages by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this

provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account, provided that in the case of employees paid by cheque, the employer shall, on pay day, if it is required by the employee, have a facility available during ordinary hours for the "encashment" of the cheque.

- (vii) **Payment During First Week of Employment** - On the first pay day occurring during the employee's employment, an employee shall be paid whatever wages are due to the employee up to the completion of the employees work on the previous day; provided that this subclause shall not apply to employers who make a practice of allowing advances approximating wages due.
- (viii) **Termination of Employment** - Upon termination of the employment wages due to an employee shall be paid to the employee on the day of such determination or forwarded to the employee by post on the next working day; provided that in the case of an employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (ii) of clause 8, Implementation of 38-Hour Week, of this award and who is paid average pay and who has not taken the day off due to the employee during the work cycle in which the employees employment is determined, the wages due to that employee shall include the total of credits accrued during the work cycle as detailed in the Special Note following paragraph (b) of subclause (i) of this clause.
- (ix) **Details of Payments to be Given** - On or prior to the employees pay day, the employer shall state to each employee in writing the amount of wages to which the employee is entitled, the amount of deduction made there from, and the net amount paid to the employee.
- (x) **Calculation of Hourly Rate** - Except as provided in paragraph (a) subclause (ii), of this clause, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

17. General Conditions

- (i) **Boiling Water** - The employer shall provide boiling water at meal times for employees.
- (ii) **Lockers** - An employer shall, at some reasonably convenient place on the premises, provide a suitable locker for each employee in the workshop or hanging facilities which afford reasonable protection for employees' clothes.
- (iii) **Damage to Clothing, Spectacles, Hearing Aids and Tools** - Compensation to the extent of the damage sustained shall be made where in the course of the work clothing, spectacles, hearing aids or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties, provided further, that this paragraph shall not apply when an employee is entitled to workers' compensation in respect of the damage.
- (iv) **Gloves** - If requested by the employees suitable canvas or leather gloves shall be provided by the employer.
- (v) **Goggles** -
 - (a) Suitable mica or other goggles shall be provided by the employer for each employee using wheels. Where used by more than one employee such goggles shall be sterilised before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for the employees protection.
 - (b) Goggles containing celluloid shall not be considered suitable for the purpose of this provision.
- (vi) **Case Hardened Prescription Lenses** - An employer who requires an employee to have the employee's prescription lenses case hardened shall pay for the cost of such case hardening.
- (vii) **Tools** - The employer shall provide for each employee such tools as customarily and necessary for the employee to perform the employee's duties. The employee shall replace or shall pay for any tools so provided, if lost through the employee's negligence.

18. Annual Leave

- (i) **Period of Leave** - A period of twenty-eight consecutive days' leave including non-working days shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which the award applies. An employee on weekly hiring shall accrue annual leave at a rate of 2.923 hours for each thirty-eight ordinary working hours worked.
- (ii) **Seven-Day Shift Workers** - In addition to the leave hereinbefore prescribed seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days' leave including non-working days. Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, the employee shall be entitled to have the period of leave to which the employee is entitled as prescribed in subclause (i), of this clause, increased by half a day for each month the employee is continuously engaged as aforesaid.
- (iii) **Annual Leave Exclusive of Public Holidays** - Subject to this subclause the annual leave period prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 11, Holidays and Sunday Work, of this award, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon the employee, to attend for work at the employees ordinary starting time on the working day immediately following the last day of the period of the employees annual leave, the employee shall not be entitled to be paid for any such holiday.

- (iv) **Broken Leave** - The annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods, then one of those two periods must be of at least 21 consecutive days, including non-working days. Provided that, if the employer and an employee so agree, the employees annual leave entitlement may be given and taken in two separate periods, neither of which is of at least 21 consecutive days, including non-working days, or in three separate periods. Provided further that an employee may, with the consent of the employer, take short term annual leave, not exceeding four days in any calendar year, at a time or times separate from any of the periods determined in accordance with this subclause.
- (v) **Calculation of Continuous Service** - For the purpose of this clause service shall be deemed to be continuous notwithstanding -
 - (a) 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;
 - (b) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
 - (c) any absence with reasonable cause, proof whereof shall be upon the employee. In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this subclause shall inform the employer, in writing if practicable, within twenty four hours of the commencement of such absence of the employees inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of the employees absence.

A notification given by an employee pursuant to clause 20, Sick Leave, of this award shall be accepted as a notification under this subclause. Any absence from work by reason of any cause, not being a cause specified in this subclause, shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen

days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notification to employees is usually made in that plant, and by posting to the union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in this plant. A notice to an individual employee may be given by delivering it to the employee personally or by posting it to the employee's last recorded address, in which case it shall be deemed to have reached the employee in due course of post.

In calculating the period of twelve months' continuous service the following absences shall be taken into account and counted as time worked: Up to 152 ordinary working hours - twelve monthly period in the case of sickness or accident.

Long service leave taken by an employee in accordance with clause 19, Long Service Leave, of this award.

Other absences from work shall not be taken into account and shall not count as time worked in calculating the period of twelve 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 twelve months' service.

- (vi) Calculation of Service - Service before the date of this award shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or payment in lieu thereof has been allowed. 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 and if an employee was in the employment of the employer's predecessor at the time when the employer became such successor or assignee or transmittee the employee in respect of the period during which the employee was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.
- (vii) Leave to be Taken - The annual leave provided by this clause shall be taken and, except as provided by subclauses (xii) and (xiii) hereof, payment shall not be made or accepted in lieu of annual leave.
- (viii) 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 an employer and an employee, annual leave may be taken at any time within a period of twelve months from the date at which it falls due and with less than four weeks notice to the employee.
- (ix) Leave Allowed Before Due Date -
 - (a) An employer may allow an employee to take annual leave either wholly or partly in advance before the right thereto has accrued due. In such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part thereof had been taken before it accrued.
 - (b) Where annual leave or part thereof has been granted pursuant to paragraph (a) before the right thereof has accrued due, and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve 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 (xii), of this clause, the employer shall not be liable to make any payment to the employee under subclause (xii), of this clause, and shall be entitled to deduct the

amount of excess from any remuneration payable to the employee upon the termination of employment.

- (x) Payment for Period of Annual Leave - Each employee before going on leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employer not been on leave during the relevant period, provided that payment for the period specified in subclause (i) of this clause shall not exceed 152 ordinary hours. Subject to subclause (xi) hereof, each employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:
- (a) Time Workers (other than Piece Workers) -
- (1) The rate applicable to the employee as prescribed by clause 5, Wages, and subclause (iii), of clause 6, Allowances and Special Rates.
 - (2) Subject to subclause (xi) (b) to the rate prescribed for work in ordinary time by clause 9, Shift Work, of this award, according to the employee's rostered or projected roster including Saturday and Sunday shifts.
 - (3) The rate payable pursuant to clause 15, Mixed Functions, calculated on a daily basis which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.
 - (4) Any other rate to which the employee is entitled in accordance with the employees contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by clause 6, Allowances and Special Rates, or clause 10, Overtime, of this award, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.
- (b) Piece Workers - In the case of an employee employed on piece or bonus work or any other system of payment by results, whether in accordance with this award or otherwise, the rate which is the weekly average of payments made to the employee under such scheme for the period actually worked by the employee during ordinary working hours during the last three-monthly period in respect of which such payments have been calculated prior to the time of going on leave or termination of employment as the case may be.
- (xi) Loading on Annual Leave - During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by subclause (x), of this clause, subject to paragraph (b) hereof. The loading shall be as follows:
- (a) Day Workers - An employee who would have worked on day work only had the employee not been on leave - a loading of 17.5 per cent.
- (b) Shift Workers - An employee who would have worked on shift work had the employee not been on leave - a loading of 17.5 per cent. Provided that where the employee would have received shift loadings prescribed by clause 9, Shift Work, had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5 per cent, then the shift loading as prescribed in subclause (x) (a) (2), of this clause, shall be included in the rate of wage prescribed by subclause (x) in lieu of the 17.5 per cent loading; provided further that if the shift loadings would have entitled the employee to a lesser amount than the loading of 17.5 per cent then such loading of 17.5 per cent shall be added to the rate of wage prescribed by subclause (x), but not including subclause (x) (a) (2). The loading prescribed in this subclause shall not apply to proportionate leave on termination.

- (xii) Proportionate Leave on Termination - an employee on weekly hiring who:
- (a) after one week's continuous service in the employees first qualifying twelve-month period with an employer, lawfully leaves the employment of the employer or the employees employment is terminated by the employer through no fault of the employee; or
 - (b) after twelve months' continuous service with an employer, leaves the employment of the employer or their employment is terminated by the employer for any reason, 2.923 hours for each thirty-eight ordinary hours worked and in respect of which leave had not been granted under this clause at the appropriate rate of wage calculated in accordance with subclause (x), of clause 16, Payment of Wages;
- (xiii) Annual Close Down - Where an employer closes down the plant, or a section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:
- (a) The employer may, by giving not less than four weeks' notice of the employers intention so to do, stand off for the duration of the close down all employee's in the plant, or section or sections concerned and allow to those who are not then qualified for a full entitlement to annual leave for twelve months' continuous service, pursuant to subclause (i) hereof, paid leave on a proportionate basis at the appropriate rate of wage as prescribed in subclauses (x) and (xi) hereof for 2.923 hours for each 38 ordinary hours worked.
 - (b) An employee who has then qualified for a full entitlement to annual leave for twelve months' continuous service pursuant to subclause (i) hereof, and has also completed a further week or more of continuous service shall be allowed the employees leave and shall, subject to subclause (vi) hereof, also be paid at the appropriate rate of wage as prescribed by subclauses (x) and (xi) hereof for 2.923 hours for each 38 ordinary hours worked since the close of his last twelve-monthly qualifying period.
 - (c) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned, is re-opened 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 twelve-monthly qualifying period.
 - (d) If in the first year of the employees service with an employer an employee is allowed proportionate annual leave under paragraph (ix) hereof, and subsequently within such year lawfully leaves the employees employment or the employees employment is terminated by the employer through no fault of the employee, the employee shall be entitled to the benefit of subclause (xii), of this clause, subject to adjustment for any proportionate leave which the employee may have been allowed as aforesaid.
 - (e) The employer may close down the plant for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down the plant 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 majority of employees concerned agree, an employer may close down the plant, work section or sections in one, two or three separate periods for the purpose of granting annual leave in accordance with this subclause. Provided further that if an employer closes down the plant on more than one occasion, one of those periods shall be for a period of at least fourteen consecutive days including non-working days. In such cases, the employer shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.
- (xiv) Part Close Down and Part Rostered Leave -
- (a) The employer may close down the plant, 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.

- (b) Provided that by agreement with the majority of employees concerned, an employer may close down the plant for a period of at least fourteen consecutive days, including non-working days, and grant the balance of the annual leave due to an employee by mutual arrangement.
 - (c) The employer may close down the plant, or a section or sections thereof for a period of less than twenty one consecutive 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 a case the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of the employees in the plant, 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.
- (xv) Exemptions - This clause shall not apply to any employer in respect of any employee to whom, pursuant to an award or agreement, Commonwealth or State, an employer is required to allow annual leave to an extent equal to or greater than that prescribed herein.

19. Long Service Leave

See *Long Service Leave Act 1955*.

20. Sick Leave

- (i) An employee on weekly hiring who is absent from work on account of personal illness, or on account of injury by accident shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (a) An employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
 - (b) An employee shall, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of the employee's 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. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day of shift of such absence the employee shall inform the employer within twenty-four hours of such absence.
 - (c) An employee shall prove to the satisfaction of the employer (or, in the event of dispute, the Industrial Relations Commission of NSW) that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
 - (d) First Year of Employment - An employee shall not be entitled during the first year of any period of service with an employer to leave in excess of five days of ordinary working time or in cases where the employee normally works more than 8 ordinary hours in any day, the employee shall not be entitled to leave in excess of 40 hours of ordinary working time. Provided that during the first five months of the year of a period of service with an employer the employee shall be entitled to sick leave which shall accrue on a pro rata basis of one day of ordinary working time for each month of service completed with that employer to a maximum of 38 ordinary hours. On application by the employee during the sixth month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first five months and in respect of which payment was not made.
 - (e) Second or Subsequent Years of Employment - An employee shall not be entitled during the second or subsequent year of any period of service with an employer to leave in excess of 8 days of ordinary working time or in excess of 60.8 hours of ordinary working time in the case of an employee who normally works more than 8 ordinary hours on any day.
 - (f) Part Day Absences - In the case of employees whose hours of work are fixed in accordance with subclauses (ii) (c), (d) or (v) of clause 8, Implementation of 38-Hour Week, of this award, sick pay entitlements for part day absences shall be calculated on a proportionate basis as follows:

duration of sick leave absence	X	<u>appropriate weekly rate</u>
ordinary hours normally worked that day		5

In the case of employees whose hours of work are fixed in accordance with clause 8, Implementation of 38-Hour Week, (ii) (a) or (b), of this award, sick pay entitlements for part day absences shall be calculated on a proportionate basis as follows:

duration of sick leave absence	X	<u>appropriate weekly rate</u>
		38

- (ii) Single Day Absences - In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee if in the year the employee has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless the employee produces to the employer a certificate of a duly qualified medical practitioner that in, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident. However, an employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident, in lieu of a certificate of a duly qualified medical practitioner as prescribed by this subclause. Nothing in this subclause shall limit the employer's right under paragraph (c), of subclause (i), of this clause.
- (iii) Cumulative Sick Leave - Sick Leave shall accumulate from year to year, so that any balance of the period specified in paragraphs (d) and (e), of subclause (i), or in subclause (v), of this clause, which has in any one year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year; provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of twelve years but for no longer, from the end of the year in which it accrues.
- (iv) Attendance at Hospital, etc. - Notwithstanding anything contained in subclause (i), of this clause, an employee suffering injury through an accident arising out of and in the course of the employee's employment (not being an injury in respect of which the employee is entitled to workers' compensation) necessitating the employees attendance during working hours on a doctor, chemist, or trained nurse, or at a hospital, shall not suffer any deduction from the employee's pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.
- (v) Broken Service - If an employee is terminated by the employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of reengagement. In such a case the employee's next year of service will commence after a total of twelve months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.
- (vi) Definition of Year of Service - "Year of Service" for the purpose of this clause means the period between the date of commencement in employment in any year and the anniversary of the commencement in employment in any year and the anniversary of the commencement of employment in the next year.
- (vii) Sickness on Day Off - Where an employee is sick or injured on the weekday the employee is to take off in accordance with subclause (ii) (c) or (d), or subclause (v), of clause 8, Implementation of 38-Hour Week, of this award, the employee shall not be entitled to sick pay nor will the employees sick pay entitlement be reduced as a result of the employees sickness or injury that day.
- (viii) Alternative Methods of Payment - Where the employer and the majority of employees concerned agree, an alternative method of calculating sick leave entitlements to that provided for in this clause may be introduced.

21. Personal/Career's Leave

- (i) Use of Sick Leave
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21(i)(c)(2) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 20, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee. In normal circumstances, an employee must not take career's leave under this subclause where another person had taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being:
- (3) a spouse of the employee; or
- (A) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the 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
- (B) 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
- (C) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (D) 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. Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes

the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements. Where the parties are unable to reach agreement the disputes procedure at clause 27, Dispute Resolution, should be followed.

(ii) 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 class of person set out in 21(i)(c)(3) above who is ill or who requires care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (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.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) Time Off in Lieu of Payment for Overtime

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

(v) 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.

(vi) 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.
- (vii) Personal Careers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 21(i)(b) and 21(i)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 21(i)(c)(3) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

22. 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, on each occasion of the death of a person within Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to a minimum of two days bereavement leave where the employee travels outside Australia to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will 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/career's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 21, Personal/Career's Leave of this Award, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (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 (ii), (iii), (iv), (v) and (vi) of the said clause 21. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 22(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 21(i)(c)(3) of clause 21, Personal / Career's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be

available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

22A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave. The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (3) Right to request
- (a) An employee entitled to parental leave may request the employer to allow the employee:
- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing. The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
- (d) Request to return to work part-time. Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

23. Jury Service

- (i) An employee on weekly hiring required to attend for jury service during the employees ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employees 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.
- (ii) An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the employer proof of the employees attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Redundancy

- (i) Application -
 - (a) This clause shall apply in respect of full-time and part-time employees employed in the classifications specified in 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 award, 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 award, 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.
- (ii) Introduction of Change -
 - (a) Employer's Duty to Notify -
 - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. 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.

(b) Employer's Duty to Discuss Change -

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a), Employer's Duty to Notify, of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in this subclause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy -

(a) Discussions Before Terminations -

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, pursuant to paragraph (a) of subclause (ii), Introduction of Change, of this clause, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

(a) Notice for Changes in Production, Program, Organisation or Structure - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure", in accordance with paragraph (a) of subclause (ii) of this clause.

- (1) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
2 years and less than 5 years	3 weeks
3 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
 - (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice for Technological Change - This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with paragraph (a) of subclause (ii) of this clause:
 - (1) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
 - (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.
- (c) Time Off During the Notice Period -
 - (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
 - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) 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.
- (e) 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.
- (f) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) 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 Centre link.
- (h) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the

difference between the former ordinary time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

(v) Severance Pay -

(a) Where an employee is to be terminated pursuant to subclause (iv) of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

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

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

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

(3) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments and shift penalties paid in accordance with the parent award.

(b) 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 (a) of this subclause. The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (a) will have on the employer.

(c) 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 (a) if the employer obtains acceptable alternative employment for an employee.

(vi) Procedures Relating to Grievances - Grievances Relating to Individual Employees Will be Dealt With in Accordance With Clause 27, Dispute Resolution.

25. Superannuation

(i) Definitions - In this clause -

(a) "Eligible employee" means an employee under this award who is or becomes a member of the superannuation fund selected in accordance with subclause (iii) of this clause and who is:

- (1) a weekly employee with not less than 4 weeks continuous service with the employer; or
- (2) a casual employee who has:
 - (A) had a start with the employer on thirty days in a period no greater than one year; provided such period commences no earlier than the date one year preceding the operation of this clause; and
 - (B) worked an average in the case of junior employees of at least twelve hours per week and in the case of adult employees at least six hours per week with the employer during the one month immediately preceding any day the employer would (but for this definition) be required to make the superannuation contributions prescribed in subclause (ii) of this clause.
- (b) "Ordinary-time earnings" means an employee's award classification rate (including supplementary payment where applicable), any overaward payment, tool allowance, leading hand allowance and shift loading, including weekend and public holiday rates where the shift worked is part of the employee's ordinary hours or work.

All other allowances and payments are excluded.

"Act" means the *Superannuation Guarantee(Administration Act) 1992*.

- (c) "Regulations" means the *Superannuation Guarantee (Administration Act) Regulations*.

(ii) Contributions -

- (a) Subject to subclauses (iii), (iv), and (v) of this clause, an employer shall contribute to a superannuation fund which complies with the Act and Regulations on behalf of each eligible employee a superannuation contribution equivalent to 3 per cent of such eligible employee's ordinary time earnings from the beginning of the first pay period to commence on or after 27 March 1991 provided that:
 - (1) upon completion of the qualifying periods specified in subclause (i) of this clause, contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer subject to the operative date of this clause; and
 - (2) the benefits offered by the fund selected in accordance with subclause (iii) of this clause and of which the employee is a member, may be improved such that the improvements are equivalent to the value of contributions required to be made by paragraph (a) of subclause (ii) of this clause and are in accordance with the Act and Regulations.
- (b) The contributions required herein shall be made to the relevant fund selected in accordance with subclause (iii) of this clause in the manner and at the times specified by the terms of the fund or any agreement between the employer and the trustees of the fund.

(iii) Superannuation Fund -

- (a) The employer shall make the superannuation contributions or improvements pursuant to the award to any of the following funds selected by the employer provided that such fund complies with the Act and Regulations:
 - (1) The Superannuation Trust of Australia (STA), Australian Retirement Fund (ARF) or the Australian Superannuation Savings Employment Trust (ASSET).
 - (2) Any fund which has application to the employees in the principal business of the employer where employees covered by this award are a minority of award covered employees.

- (b) Provided further that an employer shall not be compelled to contribute to more than one fund in respect of employees covered by this award.
 - (c) In any circumstances in which a union respondent to this award is concerned about a fund selected pursuant to this clause, the union may challenge before the Industrial Relations Commission of New South Wales the suitability of the fund within six months of the date of operation of this award or the date of fund selection, whichever is the later.
- (iv) **Fund Membership** - The employer shall make the employee aware of the employees entitlements under his award and offer the employee the opportunity to become a member of the appropriate fund in accordance with subclause (iii) of this clause. An employee shall be required to properly complete the necessary application forms to become a member of the appropriate fund in order to be entitled to the contributions prescribed in subclause (ii), Contributions, of this clause.

In any case where the employee refuses to become a member of the relevant fund and the employer does not make the contributions in accordance with the said subclause (ii) of this clause on behalf of that employee, the employer shall notify in writing the trustee of the relevant fund of such circumstance.

In the event the employee elects not to join the fund, the employer shall remind the employee, in writing, of the employees entitlements, within a period of a further six months. Should an employee subsequently complete the necessary forms and become a member of the fund, the contributions prescribed in the said subclause (ii) of this clause shall commence from the pay period commencing after the completion of such forms.

- (v) **Exemptions** -
- (a) This clause shall not apply to any employer who as at 27 March 1991 is already satisfying and continues to satisfy the requirements of subclause (ii), Contributions, of this clause by providing new or improved superannuation benefits or contributions equivalent to three per cent of ordinary time earnings and in accordance with the Act and Regulations.
 - (b) In circumstances where a union is concerned about a fund utilised in paragraph (a) of this subclause, it may challenge the suitability of that fund within six months of the date of operation of this award before the Industrial Relations Commission of New South Wales.
- (vi) **Absence from Work** -
- (a) **Paid Leave** - Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.
 - (b) **Unpaid Leave** - Contributions shall not be required to be made in respect of any absence from work without pay.
 - (c) **Work Related Injury and Sickness** - In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of absence (subject to a maximum of 52 weeks total absence for each injury or sickness); provided that the member of the fund (employee) is legal advice to determine whether NSW industrial relations laws apply to them. receiving payments in accordance with the provisions of this award or an industrial agreement dealing with accident pay.

26. Apprentices

- (i)
- (a) The terms of the *Apprenticeship and Traineeship Act 2001* and this award will apply to apprentices (including adult apprentices, as defined) except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations

provided for in this clause where declared or recognised by an Apprenticeship Authority. The following provisions shall apply to apprentices:

- (b) The period of apprenticeship shall be four years.
 - (c) The period may be varied with the approval of the apprenticeship authority provided that any credits granted shall be counted as part of the apprenticeship for the purpose of wage progression under clause 5 (iv).
 - (d) Further, the period may be varied to such other period as is approved by the apprenticeship authority on the basis of an approved competency based training programme.
 - (e) The wage rates mentioned in clause 5(iv) may be varied with the approval of the relevant parties to this award according to the apprentice affected, and the relevant apprenticeship authority to allow for progression between wage levels based on the gaining of agreed competencies and/or modules instead of the year of the apprenticeships. For example, the appropriate proportion of the minimum training requirement associated with the year of the apprenticeship could only be used to identify progression from one percentage rate to the next.
 - (f) Apprentices shall be supervised in accordance with the requirements of the *Apprenticeship and Traineeship Act 2001*.
- (ii) Adult Apprentices
- (a) Where a person was employed by an employer under this award immediately prior to becoming an adult apprentice (as defined) with that employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured.
 - (b) For the purpose only of fixing a rate of pay the adult apprentice (as defined) shall continue to receive the rate of pay that applies to the classification or class of work specified in Table 1 of Part B - Monetary rates of this award in which the adult apprentice (as defined) was engaged immediately prior to entering into the contract of indenture.
- (iii) Trainees
- (a) As to traineeships for persons covered by this award, see the Training Wage (State) Award 2002 published 26 September 2003 (341 I.G. 569) or any successor thereto.
 - (b) With the approval of the relevant apprenticeship authority, and subject to subclauses 26(i)(c) and 26(i)(d) of this clause, employees may transfer from a traineeship program to an apprenticeship program under this award.

Adult Employees

Weekly Rates for Full-time Employees

Classification	Former Rate Per Week	SWC 2002 Per Week	Total Rate Per Week
Plastics Worker			
Grade 1	413.40	18.00	431.40
Grade 2	430.10	18.00	448.10
Grade 3	452.60	18.00	470.60
Grade 4	473.50	18.00	491.50
Grade 5	NA	NA	525.20*

* Plastics Worker Grade 5 is a new classification which takes effect on the first pay period to commence on or after 4 December 2002.

27. Dispute Resolution

(i) Avoidance of Industrial Disputes -

A procedure for the avoidance of industrial disputes shall apply in establishments covered by this award. The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, Co-operation and discussion; and to avoid interruption to the performance of work and the consequential loss of production and wages.

It is acknowledge that in some companies or sectors of the industry, disputes avoidance/ settlement procedures are either now in place or in the process of being negotiated and it may be the desire of the immediate parties concerned to pursue those mutually agreed procedures. In other cases, the following principles shall apply:

- (a) Depending on the issues involved, the size and function of the plant or enterprise and the union membership of the employees concerned, a procedure involving up to four stages of discussion shall apply. These are:

discussions between the employee/s concerned and at his/her request the appropriate union shop steward/delegates, and the immediate supervisors;

discussions involving the employee/s, the shop steward/s and more senior management;

discussions involving representatives from the State Branch of the union and the employer organisation

Branch representatives;

discussions involving senior union officials;

There shall be an opportunity for any party to raise the issue to a higher stage.

- (b) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (c) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (d) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.
- (e) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.
- (f) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (g) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.
- (h) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.

- (i) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- (j) Any direction issued by an employer pursuant to paragraphs (a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

28. Enterprise Arrangements

See *NSW Industrial Relations Act, 1996*.

29. Consultation

- (i) **Structural Efficiency**
 - (a) The parties to this award are committed to Co-operating positively to increase the efficiency, productivity and international competitiveness of the plastic moulding industry and to enhance the career opportunities and job security of employees in the industry.
 - (b) 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.
 - (c) Measures raised for consideration consistent with subclause (ii) herein shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and, subject to clause 30, Training, matters concerning training.
 - (d) Matters arising which affect award provisions shall be processed pursuant to clause 28, Enterprise Arrangements.
 - (e) Any disputes arising in relation to the implementation of subclauses (ii) and (iii) herein shall be subject to the provisions of subclause (viii), of clause 27, Dispute Resolution, of this award.
- (ii) **Commitments to Reform**

It is a term of this award that the parties undertake to continue with the implementation of structural efficiency measures at both the award and workplace level and that they will assist and actively Co-operate in achieving increased productivity, efficiency and flexibility at those enterprises which fall within the scope of this award.
- (iii) **Review Process: Facilitative Provisions and Majority Clauses**
 - (a) The parties to this award shall identify and review the effective use of facilitative provisions and majority clauses.
 - (b) The parties acknowledge that consultation with their respective membership, with the objective of implementing the review process, will need to take place.
 - (c) The parties will then confer at regular intervals regarding the proposals at times and dates agreed upon between the parties.
 - (d) Subject to the *Industrial Relations Act 1996*, nothing in this clause shall prevent any of the parties seeking the assistance of the Industrial Relations Commission of New South Wales, either by way of conciliation or arbitration, at any time during the review process.
- (iv) **Procedures for In-Plant Discussions**
 - (a) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38-hour week in accordance with clauses 8, Implementation of 38-

Hour Week and 9, Shift Work of this award and entailing an objective review of current practices to establish where improvements can be made and implemented.

- (b) The procedures should allow for in-plant discussions to be ongoing.
- (c) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.
- (d) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
- (e) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply.
- (f) Separate to these procedures the employer organisations may provide assistance and guidance to their members on the subject matters to be dealt with in in-plant discussions and on other relevant matters.

30. Training

- (i) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills acquired.
- (ii) Following proper consultation in accordance with subclause (i) of clause 29, Consultation, or through the establishment of a training committee, an employer shall develop a training programme consistent with:
 - (a) the current and future skill needs of the enterprise;
 - (b) the size, structure and nature of the operations of the enterprise;
 - (c) the need to develop vocational skills relevant to the enterprise and the plastic moulding industry through courses conducted by accredited educational institutions and providers.
- (iii) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
 - (a) formulation of a training programme and availability of training courses and career opportunities to employees;
 - (b) dissemination of information on the training programme and availability of training courses and career opportunities to employees;
 - (c) the recommending of the individual employees for training and reclassification;
 - (d) monitoring and advising management and employees on the ongoing effectiveness of the training.

- (iv)
- (a) Where, as a result of consultation in accordance with the said clause 29 or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause (ii) herein should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
 - (c) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (v) Subclauses (ii), (iii) and (iv) herein shall operate as interim provisions and shall be reviewed after nine months operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (i) herein. In this connection, the union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the plastic moulding industry.
- (vi) Any disputes arising in relation to subclauses (ii) and (iii) shall be subject to the provisions of clause 27, Dispute Resolution, of this award.

31. Anti Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground 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.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practise 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.
 - (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."

32. Shop Stewards

- (i) An employee appointed shop steward in the shop or department in which the employee is employed shall, upon notification thereof to the employer, be recognised as the accredited representative of the union to which the employee belongs. An accredited shop steward shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees whom the shop steward represents.
- (ii) Subject to the prior approval of the employer an accredited shop steward shall be allowed, at a place designated by the employer, a reasonable period of time during working hours to interview a duly accredited union official of the union to which the shop stewards belongs on legitimate union business.

33. Notice Board

The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in the plant or in a separate building in each plant so that it will be reasonably accessible to all the employees working under this award.

Accredited union representatives shall be permitted to put on the notice board or boards union notices, signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

34. Basis of Award and Leave Reserved to Apply

- (i) In order to maintain uniformity in the industry this award is based upon the current award of the Australian Industrial Relations Commission known as the Metal, Engineering and Associated Industries Award 1998 Part 1.
- (ii) Leave is reserved to the parties to apply at any time for variation of this award in order to make the rates and conditions of work uniform with any award or order of the Australian Industrial Relations Commission which rescinds and/or varies the award referred to in subclause (i), of this clause, so that uniformity in the industry created by this award may be maintained

35. Exemption

This award shall not apply to Formica Australia Pty. Limited whilst it continues to observe the terms and conditions of Industrial Agreement No. 7828 filed with the Industrial Registrar on 8 October 1987, or any variation thereof or any agreement made in substitution thereof.

36. Area, Incidence and Duration

- (a) This award has been reviewed pursuant to section 19 of the *Industrial Relations Act 1996*. It rescinds and replaces the Plastic Moulding, &c. (State) Award published 2nd November 2001 (329 I.G. 83).
- (b) This award shall apply to all employees engaged in or in connection with plastic moulding in the State, excluding the County of Yancowinna, excepting: Maintenance fitters and turners and toolmakers; and Employees engaged in plastic moulding in the rubber industry or in an industry which manufactures goods by plant and equipment which are normal to the rubber industry.
- (c) 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 5 February 2008.

- (d) This award remains in force until varied or rescinded, the period for which it was made already having expired. Plastic Moulding (State) Industrial Committee Industries and Callings All employees engaged in or in connection with plastic moulding in the State, excluding the County of Yancowinna.

Excepting -

Maintenance fitters and turners and toolmakers;

Employees engaged in plastic moulding in the rubber industry or in an industry which manufactures goods by plant and equipment which are normal to the rubber industry.

APPENDIX A

Classification Definitions

Classification -

- (i) Machine Operator means an adult employee who operates an extrusion injection moulding, blow moulding, compression moulding, vacuum forming or R.F. Welding Machine or any other machine producing plastic articles which require the application of a similar level of skill where such employee is required to exercise discretion as to all or any of the following matters - kind of quantity of powder, pressure, temperature and time of curing and running speed, including take-off speed and screw speed in the case of extrusion. (Old Wage Group G24.)
- (ii) Machine Operator (other) means an adult employee who operates the same machine but does not exercise the discretion referred to in the definitions of machine operator. (Old Wage Group G42.)
- (iii) Examiner of Materials - part finished or finished products - means an adult employee who is specifically engaged as an examiner paid as such and in the course of the employees duties exercises discretion as to the quality of the work examined. (Old Wage Group G38.)
- (iv) Impregnating Machine Operator means an adult employee engaged on the wet end of impregnating machine used in the manufacture of laminated products known under their registered trade names of Laminex and Panalyte or similar materials. (Old Wage Group G34.)
- (v) Laminating Machine Operator means an adult employee engaged on a laminating press manufacturing laminated products known under their registered trade names of Laminex and Panelyte or similar products. (Old Wage Group G34.)
- (vi) Hand Laminator - Class 1 is an adult employee required to perform all processes listed for "Hand Laminator - Class 2" and able to work from blueprints or drawings. The employee is also to perform both of the following tasks:
- (a) construct moulds;
- (b) capable of carrying out repair work on all types of reinforced plastic components. (Old Wage Group G19.)
- (vii) Hand Laminator - Class 2 is an adult employee required to exercise discretion and accept responsibility for the employees own work and who is capable of bringing a reinforced plastic component to completion. This includes the following tasks:
- preparation of moulds; preparation of constituents, including such operations as performing mat making, fibre, resin, deposition, etc., including use of spray gun; laminating by all methods; stripping and finishing and minor repair work. (Old Wage Group G31.)
- (viii) Assembler means an adult employee, not being a process worker, who assembles and/or fits components and accessories of F.R.P. products. (Old Wage Group G34.)

- (ix) means fibre reinforced plastic.
- (x) Press Operator - Rigid and Semi-rigid Plastic means an adult employee operating a press who shapes sheets of plastic by the application of heat and pressure and is required to exercise discretion as to all or any of the following matters - pressure, temperature and time of curing. (Old Wage Group G33.)
- (xi) Thermo Welder/Fabricator - Rigid and Semi-rigid Plastics, means an adult employee who is required to weld and/or glue and fabricate articles made from rigid or semi-rigid plastic by hand and shall not include an employee operating an electronic or radio frequency welding machine.
- (xii) Process Worker means an employee engaged on:
- (a) repetition work on any automatic, semi-automatic or single purpose machine or any machine fitted with jobs, gauges or other tools rendering operations mechanical (and in connection with which the employee is not responsible for the setting up on the machine or the dimensions of the products other than by checking with gauges, which gauges shall be either unadjustable or, if adjustable, shall not be set by the operator); or
 - (b) in the assembling of parts of mechanical appliances or other articles so made in which no fitting or adjustment requiring skill is required; or
 - (c) in specialised processes not requiring use of hand tools excepting hammers, pliers, screwdrivers, spanners and files and such tools as are necessary for deburring or removing rags or edging. (Old Wage Group - G40.)

PART B

MONETARY RATES

Table 1 - Wages

Adult Employees -

Classification	Weekly Rates for Full-time Employees		
	Wage Rate Payable as of 31 January 2007 \$	SWC 2007 Per Week \$	Wage rate payable as at 31 January 2008 \$
Plastics Worker -			
Grade 1	504.40	27.00	531.40
Grade 2	521.10	20.00	541.10
Grade 3	543.60	20.00	563.60
Grade 4	564.50	20.00	584.50
Grade 5	598.20	20.00	618.20

Junior Employees -

Age	Percentage of Grade 2 %	Wage Rate Payable as of 31 January 2007 \$	SWC 2007 per week \$	Wage Rate Payable as of 31 January 2008 \$
Under 16 years of age	36.8	191.75	7.35	199.10
At 16 years of age	47.3	246.50	9.45	255.95
At 17 years of age	57.8	301.20	11.55	312.75
At 18 years of age	68.3	355.90	13.65	369.55
At 19 years of age	82.5	429.90	16.50	446.40
At 20 years of age	97.7	509.10	19.55	528.65

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$	Payable
1	6.(i)	Meal Allowance	10.35	per meal
2	6.(ii) (a)	Leading Hand: 3 to 10 employees	27.45	per week
3	6.(ii) (b)	Leading Hand: 11 to 20 employees	40.80	per week
4	6.(ii) (c)	Leading Hand: more than 20 employees	51.80	per week
5	6.(iii)	First Aid Allowance	12.50	per week
6	6.(iv) (a)	Dirty Work	0.47	per hour
7	6.(iv) (b) (1)	Hot Places: between 46°C and 54°C	0.47	per hour
8	6.(iv) (b) (2)	Hot Places: exceeding 54°C	0.61	per hour
9	6.(iv) (c)	Wet Places	0.47	per hour
10	6.(v)	Motor Allowance	0.62	per km

E. A. R. BISHOP, Commissioner

 Printed by the authority of the Industrial Registrar.

RACE CLUBS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1588 of 2007)

Before Commissioner Cambridge

25 February 2008

REVIEWED AWARD

1. Insert in numerical order in clause 1, Arrangement of the award published 24 August 2001 (327 I.G. 95), the following new clause number and subject matter:

6A. Secure Employment

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

6A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

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

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

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

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

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. Delete clause 36 Area, Incidence and Duration and insert in lieu thereof the following:

36. Area, Incidence and Duration

This award shall apply to all employees of the classifications as set out in clause 3, Wages and Allowances, employed on racecourses, except those employees engaged exclusively in picking up newspapers and other refuse after race meetings within the jurisdiction of the Race Clubs, &c., Employees (State) Industrial Committee.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Race Clubs Employees (State) Award published 24 August 2001 (327 I.G. 95).

The award published 24 August 2001 took effect from the beginning of the first full pay period to commence on or after 12 April 2001.

The changes made to the award during the Award Review process pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (3 10 LG. 3 59) take effect on and from 25 February 2008.

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

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

REAL ESTATE INDUSTRY (STATE) AWARD 2003, THE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Real Estate Association of New South Wales, Industrial Organisation of Employees.

(No. IRC 190 of 2008)

Before Commissioner Cambridge

22 February and 18 March 2008

VARIATION

1. Delete subclause (c) of the clause 21, Remuneration - General of the award published 14 April 2006 (358 I.G. 826) and insert in lieu thereof the following :
 - (c) The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:
 - (i) any equivalent over award payment, and/or
 - (ii) award wages increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay of Part E, Monetary Rates, and insert in lieu thereof the following:

PART E**MONETARY RATES****Basic Wage for Adult Males: \$121.40 per week****Table 1 - Rates of Pay**

Full-time Employees	Amount Per Week \$
Salesperson	559.10
Property Manager	598.50
Property Officer	
Grade 1	582.00
Grade 2	564.00
Grade 3	548.10
Licensee-in-charge	650.00

3. This variation shall take effect from the first full pay period to commence on or after 22 February 2008.

I. W. CAMBRIDGE, Commissioner

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(576)

SERIAL C6451

RESTAURANT, &c., EMPLOYEES' RETAIL SHOPS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Distributive and Allied Employees' Association, New South Wales, South Australian Branch, industrial organisation of employees, and another.

(Nos. IRC 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Item 1 from Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 31 August 2001 (327 I.G. 368), and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(iii)	Meal Allowance	11.60

2. Delete the amount "\$61.00" appearing in subclause (c) of clause 30, Supported Wage System for Workers with Disabilities, and insert in lieu thereof the following:

"\$66.00"

3. This variation shall commence from the first full pay period on or after 13 February 2008.

J. P. MURPHY, Commissioner

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(241)

SERIAL C6450**RETAIL SERVICES EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees, and another.

(Nos. IRC 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete items 3, 4, 17, 18 and 19, from Table 2 - Other Rates and Allowances, of Part B Monetary Rates, of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	6(i) (b),(c) 36(i)(d) 36(ii)(a)	Meal Allowances	11.60
4	6(ii)16(vii)	Breakfast Allowance	6.30
17	35(iv)	Bicycle Allowance Motorcycle Allowance	11.40 per week 34.10 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc car over 2000cc allowance per kilometre travelled	119.10 per week 141.90 per week 0.35 per km
19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	0.55 per km 0.59 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.646 per km

2. Delete the amount "\$61.00" appearing in subclause (c) of clause 19 Supported Wage System For Workers With Disabilities and insert in lieu thereof the following:

"\$66.00"

3. This variation shall take effect from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

RETAIL SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1593 of 2007)

Before Commissioner Cambridge

14 February 2008

REVIEWED AWARD

1. Delete subclauses (c) and (d) of clause 21, Area, Incidence and Duration, of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:
 - (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 New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 14 February 2008.
 - (d) This award remains in force until varied or rescinded, the period for which it was made already having expired.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

RURAL LANDS PROTECTION BOARDS SALARIES AND CONDITIONS AWARD 2007

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 2095 of 2007)

Before Commissioner Cambridge

28 November 2007 and 15 February 2008

VARIATION

1. Delete clause 1, Basic Wage in the Arrangement of the award published 8 February 2008 (364 I.G 1069), and renumber existing clauses 1A, Parties and 1B, Demarcation accordingly:

1. Parties
- 1A. Demarcation

2. Delete clause 1, Basic Wage.

3. Insert in numerical order in the Arrangement, the following new clause and subject matter:

- 36A. Secure Employment

4. Delete clause 15A, State Personal and Carer's Leave Case - August 1996 in the Arrangement, and insert in lieu thereof the following:

- 15A. Personal Carer's Leave Case

5. Delete subparagraph (i) of paragraph 5.5.3 of subclause 5.5 of clause 5, Classification and Salary Structures, and insert in lieu thereof the following:

(i)

- (a) Progression from Grade 1 through to Grades 2, 3, 4 to Grade 5 Level 2 shall be by way of completion of the number of years of service at each grade and subject to certification by the Manager or Executive Officer, after consultation with the Chairman of the Board, the District Veterinarian or Veterinary Officer and the Managing Ranger (if any) or the supervising Ranger that the Ranger is performing satisfactory service, and has completed all the required units of study. This includes the required units of study for previous grades.
- (b) Progression of Rangers (and all other classifications under the Award) will not be impeded if courses or units of study are not available; "not available" being defined as "there is no course/module available and there are no future plans by any organisation to develop training/module for that particular competency (it does not mean that the course is not available until later in the year)". It is also agreed that an employee who progresses under these terms must undertake to do the next available course/module that becomes available whether that be a replacement competency determined by State Council or one that is scheduled in the Award. An employee who does not undertake to do this progression requirement shall not be allowed progression. If an employee does not complete the training/module when it becomes available then he/she shall regress back to his/her previously held grade.

6. Delete subparagraph (vii) of paragraph 5.5.3 of subclause 5.5 of the said clause 5, and insert in lieu thereof the following:
- (vii) If a Board requires the services of a Specialist Animal Health Ranger, then as an alternative to subparagraph 5.5.3(vi), the Board may approve following criteria for progression to grade 4:
 - (a) Passing an examination for Specialist Ranger on the Ranger's Manual as conducted by the District Veterinarian. Where a Ranger has satisfactorily completed the Ranger's Manual Examination under the current 2007 Award or previous 2004 or 2002 Award, then the Ranger is not required to re-sit or undertake the Ranger's Manual Examination a second time for the purposes of any progression to any grade.
 - (b) Two (2) years service as a Ranger (providing that State Council may approve a lesser period in a special case);
 - (c) Passing a progression review by a panel consisting of a nominee of the Board; the Managing Ranger (if any) or the supervising Ranger; the Senior Field Veterinary Officer or their representative and a nominee of the Department certifying that all of the following criteria have been met:
 - (d) Demonstrated suitable experience and ability to a standard required by the Board and the Department to perform OJD functions or Footrot functions or any other functions which the State Council approves on a case by case basis.
 - (e) Demonstrated that the Specialist Ranger is performing at a high level of skill in the speciality; and achieving a sustained high output of advisory work.
7. Delete subparagraph (ix) of paragraph 5.5.3 of subclause 5.5 of the said clause 5, and insert in lieu thereof the following:
- (ix) Progression to Grade 4 shall be organised by the Manager or Executive Officer and shall be subject to:
 - (a) Five (5) years continuous service as a Ranger
 - (b) One (1) year service on Grade 3
 - (c) Passing an examination on the Rangers' Manual as conducted by the District Veterinarian. Where a Ranger has satisfactorily completed the Ranger's Manual Examination under the current 2007 Award or previous 2004 or 2002 Award, then the Ranger is not required to re-sit or undertake the Ranger's Manual Examination a second time for the purposes of any progression to any grade.
 - (d) Demonstrating to the Manager or Executive Officer, who shall consult with the Chairman of the Board, the District Veterinarian or Veterinary Officer and the Managing Ranger (if any) or the supervising Ranger, that they are performing at a level that resulted in their progression to Grade 3.

8. Delete clause 8, Overtime, and insert in lieu thereof the following:

8. Overtime

- 8.1 Overtime shall mean one continuous hour or more in excess of 38 hours per week worked at the direction of the Board which, from its character or from special circumstances, cannot be performed in accordance with arrangements under clause 7, Hours of Work.

- 8.2 Subject to subclause 8.3 of this clause a Board may require an employee to work reasonable overtime at overtime rates.
- 8.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 8.4 For the purposes of subclause 8.3 of this clause 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 Board of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- 8.5 Payment for overtime worked shall not be made under this award without:
- (i) Board approval for the overtime worked; and
 - (ii) Board approval for the payment of overtime.
- 8.6 Approved paid overtime shall be paid at the following rates:
- (i) For all overtime, other than on Sundays and public holidays, worked in excess of 38 hours per week - at the rate of time and a half for the first two hours and double time thereafter.
 - (ii) For all overtime worked on Sunday - double time for each and every hour (for overtime worked on public holidays see clause 12).
 - (iii) Overtime rates are not fixed for meal times.
 - (iv) If an employee is absent from duty on any working day during any week in which overtime has been worked by them, the time so lost may be deducted from the total value of overtime worked by them during the week unless there has been granted leave of absence for recreation or on account of illness or unless, in the opinion of the Board, their absence has been caused by circumstances beyond their own control.
 - (v) An employee who works overtime which is not continuous with ordinary working hours shall be paid a minimum payment as for two hours work at the appropriate rate as prescribed by this award.
- 8.7 After completion of the first continuous hour, overtime shall not be paid for periods of less than one-quarter of an hour.
- 8.8 The method to be used to calculate overtime shall be as follows:
- | | | |
|--------------------|---|---------------------------------------|
| Fortnightly Salary | = | Annual Salary divided by 26.0714 |
| Hourly Rate | = | Fortnightly Salary divided by 76.0000 |
- which shall determine the ordinary-time (single) hourly rate.
- 8.9 To determine appropriate rates, the rate determined in subclause 8.8 of this clause shall be multiplied by 3/2 or 2 as the case may be.

8.10 Rangers, Field Assistants, Managers, Executive Officers, Administrative Officers, Administrative Assistants and District Veterinarians accept the system of leave in lieu of overtime as provided in this award.

9. Insert after subclause 14.6 in clause 14, Short Leave, the following new subclause:

14.7 Bereavement entitlements for casual employees

14.7.1 Subject to the evidentiary and notice requirements in subclause 14.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 15A.1(c)(ii) of clause 15A, State Personal and Carer's Leave Case.

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

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

10. Delete the title of clause 15A, State Personal and Carer's Leave Case - August 1996, and insert in lieu thereof the following new title:

15A. Personal and Carer's Leave Case

11. Delete subclauses 15A.1, 15A.2 and 15A.3 in clause 15A, Personal and Carer's Leave Case, and insert in lieu thereof the following:

15A.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 15A.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 15, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(b) The employee shall, if required,

(i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

(ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

(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 or legal guardian), grandparent, grandchild or sibling of the employee or the 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.

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

Where the parties are unable to reach agreement the disputes procedure at clause 34, Dispute Settling Procedures, should be followed.

15A.2 Unpaid Leave for Family Purpose:

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15A.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

15A.3 Annual Leave:

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (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 may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (d) 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.

12. Insert after subclause 15A.6 of the said clause 15A, the following new subclause:

15A.7 Personal Carers Entitlement for casual employees -

- (a) Subject to the evidentiary and notice requirements in 15A.1(b) and 15A.1(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 15A.1(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

13. Insert after subclause 16.6 in clause 16, Parental Leave, the following new subclause:

16.7 Family Provisions Case - Parental Leave

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

16.7.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:

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

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

16.7.3 Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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

The employee's request and the employer's decision made under 16.7.3(a)(ii) and 16.7.3(a)(iii) must be recorded in writing.

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

Where an employee wishes to make a request under 16.7.3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

16.7.4 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (a) of this paragraph.

14. Insert after clause 36, Anti-Discrimination, the following new clause:

36A. Secure Employment

36A.1 Objective of this Clause

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

36A.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 36A.2(b), upon receiving notice under paragraph 36A.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her

ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 36A.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 36A.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

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

36A.3 Occupational Health and Safety

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

- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 36A.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

36A.4 Disputes Regarding the Application of this Clause

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

36A.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

15. Delete Schedule A - Rural Lands Protections Boards, appearing after Table 3 - Long Service Leave Accrual in Part B, Monetary Rates.
16. This variation shall take effect on and from 28 November 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

(690)

SERIAL C6436

SCHOOL SUPPORT STAFF (CATHOLIC SCHOOLS) (STATE) TRAINING WAGE AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1767 of 2007)

Before Commissioner Tabbaa

19 February 2008

REVIEWED AWARD

1. Insert a full-stop "." at the end of the second paragraph of subclause (i) of clause 6, Employment Conditions, of the award published 10 August 2001 (326 I.G. 893), to appear as follows:

The following employment conditions apply specifically to part-time and school-based trainees.

2. Delete subclause (d) of clause 7, Wages, and insert in lieu thereof the following:

- (d) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2007. 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.

3. Insert after subclause (i) of the said clause 7, the following new subclause:

(j)

- (i) Definition of Adult Trainee

An adult Trainee for the purposes of this subclause is a Trainee who would qualify for the highest wage rate in Industry/Skill Level A if covered by that Industry/Skill Level.

- (ii) Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AFQ IV Traineeship shall receive the relevant weekly rate for AFQ III Trainees at Industry/Skill Level A with the addition of 3.8 per cent of that wage rate.

- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage based on the allocation of AQF III qualifications:

	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	503.00	522.00

4. Delete clause 9, Area, Incidence and Duration, and insert in lieu thereof the following:

9. Area, Incidence and Duration

This award shall apply to all classes of trainees who would ordinarily be covered by the following awards:

School Support Staff (Catholic Schools) (State) Award 2005;

School Support Staff (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2005;

School Support Staff (Catholic Independent Schools) (State) Award 2004; excluding the County of Yancowinna.

This award rescinds and replaces the School Support Staff (Catholic Schools) (State) Training Wage Award published 25 January 1996 (290 I.G. 208), as varied, and rescinded on and from 14 June 2001.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 19 February 2008.

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

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

PART B

MONETARY RATES

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed 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	\$ 237.00	\$ 261.00	\$ 313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	485.00
Plus 5 years or more	485.00	485.00	485.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - School-Based Traineeships

	Year of Schooling	
	Year 11	Year 12
	\$	\$
School Based Traineeships Skill Level A	237.00	261.00

The average proportion of time spent in Structured Training which has been taken into account in setting the rates is 20 per cent.

Table 3 - Hourly Rates for Trainees Who Have Left School

Skill Level A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.80	8.59	10.30
1 year after leaving school	8.59	10.30	11.97
Plus 2 years	10.30	11.97	13.95
Plus 3 years	11.97	13.95	15.95
Plus 4 years	13.95	15.95	15.95
Plus 5 years or more	15.95	15.95	15.95

Table 4 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Wage Level A	7.80	8.59

I. TABBAA, Commissioner

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(601)

SERIAL C6449**SHOP EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Distributive and Allied Employees' Association, New South Wales, South Australian Branch, industrial organisation of employees, and another.

(Nos. IRC 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Items 3, 4, 17, 18 & 19 from Table 2 - Other Rates and Allowances, of the award published 18 May 2001 (324 I.G. 935), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	6(i) (b),(c) 36(i)(d) 36(ii)(a)	Meal Allowances	11.60
4	6(ii) 16(vii)	Breakfast Allowance	6.30
17	35(iv)	Bicycle Allowance	11.40 per week
		Motorcycle Allowance	34.10 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc car over 2000cc allowance per kilometre travelled	119.10 per week 141.90 per week 0.35 per km
19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	0.55 per km 0.59 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.646 per km

2. Delete the amount "\$61.00" appearing in subclause (c) Supported Wage Rates, of clause 34, Supported Wage System for Workers with Disabilities, and insert in lieu thereof the following:

"\$66.00"

3. Effective on and from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

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(607)

SERIAL C6477

SOAP AND CANDLE MAKERS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 212 of 2008)

Before Commissioner Tabbaa

29 February 2008

VARIATION

1. Delete clause 2, Safety Net Commitments, of the award published 6 July 2001 (325 I.G. 1033), and insert in lieu thereof the following:

2. Safety Net Commitments

- (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
- (a) any equivalent over award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Group I - Employee in charge of soap Making Chemithon Plant Operator	536.50	20.00	556.50
Group II - Soap Boiler, including the finishing of Soap Pan Tower Operator Granulation Plant Operator Fork Lift Operator	525.40	20.00	545.40
Group III - Employees working at Pans Kettle Operator Amalgamator and Mill Operator Glycerine Room Operator Wrapping Machine Operator Automatic Stamping Machine Operator Liquid Detergents Operator Mixing (Non-soap Detergents) Operator Screens and Dosing Operator Soap Dryer Operator Tallow Beaching	517.20	20.00	537.20

Machine Adjuster, all locations Chemithon Assistant Operator Weight Controller			
Group IV - Malleys Dust Collector Jet Room Operator Employees engaged in mechanical and/or hand crushing Employee melting out oils and fats Employee pumping oil to soap pans and kettles Treatment - hand, glycerine Assistant mixer operator, non-soapy detergent Powder Reclaiming Operator	511.50	20.00	531.50
Group V - Employees engaged in open air stacking, handling and receiving raw materials Employee filing, trucking, weighing, etc. Employee on automatic sealing machine Soda Boiler Employee not elsewhere classified	505.70	20.00	525.70
Stearine and Candles - Candle Maker Stillman Candle Moulder Stearine Press Operator Employees concentrating candle crude glycerine Operator in charge of flat splitting plant General Hand not elsewhere classified Candle Manufacturer All others	512.30 510.10 506.70 504.40 504.40 510.10 504.40 504.40 505.70	20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00	532.30 530.10 526.70 524.40 524.40 530.10 524.40 524.40 525.70

Table 2- Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	5(iv)	Leading Hand Allowance -		
		In charge of 3 to 6 employees	21.65	22.50
		In charge of 7 to 10 employees	27.30	28.40
		In charge of 11 to 15 employees	32.30	33.60
		In charge of more than 15 employees	40.00	41.60
2	5(v)	Employees engaged in cleaning pits, tanks, vats and/or stumps and/or evaporator tubes	0.84	0.87
3	5(vi)	Employees required to empty bags of soda ash by hand	0.83	0.86
4	5(vii) 27(ii)	First-aid Attendant	2.80	2.90
5	15(i) and 15(iii)	Meal Allowance		
		Overtime in excess of four hours Notified of overtime	9.35	9.70

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

4. This variation shall take effect from the first full pay period to commence on or after 29 February 2008.

I. TABBAA, Commissioner.

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(656)

SERIAL C6462**TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Item 3 from Table 2 - Other Rates and Allowances, of Part B, Monetary Rates of the award published 3 August 2001 (326 I.G. 684), insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	15	Meal Allowance	11.60

2. Delete the amount "\$61.00" appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 7, Supported Wage, and insert in lieu thereof the following:

"\$66.00"

3. This variation shall take effect from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

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TEXTILE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1562 of 2007)

Before Commissioner Bishop

18 January and 15 April 2008

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

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Demarcation of Work
4.	Grievance Procedure
5.	Rates of Pay
6.	Apprenticeships
7A.	Adult Apprenticeships
8.	Enterprise Bargaining
9.	Rates for Juniors
10.	Additional Payments
11.	Payment of Wages
12.	Deduction from Wages
12A.	Deduction of Union Membership Fees
13.	Payment by Results Systems
14.	Mixed Functions
15.	Hours of Work
16.	Implementation of 38-Hour Week
17.	Procedure for In-plant Discussions
18.	Overtime
19.	Time Off in Lieu of Overtime
20.	Shifts
21.	Seven-day Continuous Shift Work
22.	Terms of Engagement
23.	Part-time Employment
24.	Casual Employment
24A.	Secure Employment
25.	Meal Hours - Meal Intervals - Crib Times
26.	Public Holidays
27.	Sunday Work
28.	Sick Leave
29.	Personal Carer's Leave
30.	Blood Donors
31.	Accident Pay
32.	Bereavement Leave
33.	Jury Service
34.	Parental Leave
35.	Annual Leave
36.	Trade Union Training Leave
37.	Proportion of Juniors

38. Limitations
39. General
40. Notice Boards
41. Award Posted
42. Shop Stewards
43. Right of Entry
44. Union Conference Delegates
45. Certificate of Service
46. Time and Wages Book
47. Aged or Infirm Workers
48. Outdoor Workers
49. Emergency Electricity Provisions
50. Anti -Discrimination
51. Introduction of Change
52. Redundancy
53. Superannuation
54. National Training Wage
55. Area, Incidence and Duration
- 55A. Traineeships
56. Operation of Award

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

Schedule "A" - Consultative Committees

Schedule "B" - Procedure to be Adopted in Developing an
Enterprise Agreement

Schedule "C" - Code of Conduct on Twelve-hour Shifts

Schedule "D" - Old Classification Structure*

Schedule "E" - Form of Indenture of Apprenticeship

Schedule "F" - Translation Procedure

* Former Transitional Wages classification system to facilitate the introduction of skill levels in December 1998. Retained for historical reference only.

2. Definitions

- 2.1 "Assistant foreperson and/or overlooker" means an employee appointed as such by the management.
- 2.2 "Consent of or notice to the claimant Union" means consent of or notice to the Secretary of The Transport Workers' Union of New South Wales.
- 2.3 "Designer - Creative" means an employee engaged as such and who in the course of his/her employment is required to create original designs and master sketches and may supervise and correct the work of other designers and technical drawers.
- 2.4 "Designer - Other" means an employee engaged as such and who is required to produce master sketches from designs supplied by the employer and in doing so may be required to adapt or correct such designs, or is required to produce original drawings (not being master sketches) or adaptations.
- 2.5 "Experience" for the purpose of calculating rates of pay under clauses 5 and 9 shall include all experience in the classification concerned, whether gained as a junior or as an adult.

- 2.6 "Fancy Warper Woollen and Worsted Division" means an employee who in the construction of warps containing different counts, shades, qualities or twists of yarn, uses two or more colours or where yarn is of a similar count, shade, quality or twist, three or more colours.
- 2.7 "High Rise Stacker Operator" means an operator of a device known as a high rise stacker where both the operator and the lift ascend with the load above floor level of up to 12 metres. A high rise stacker operator in addition to being a qualified fork lift driver shall have undertaken additional training and be qualified to operate a high rise stacker in accordance with the various labour and industry Acts.
- 2.8 "Industrial Agreement" referred to in clause 14, Mixed Functions, means an industrial agreement registered under the *Industrial Relations Act 1996*.
- 2.9 "Instructor" means an employee trained as an instructor and appointed by management to instruct employees in the duties of their classifications.
- 2.10 "Leading Hand" means an employee who, under the direction of the management, supervises the work of a shift or gang of other employees in accordance with subclause 5.7.
- 2.11 "Machine Operator and/or Attendant" means an employee who in the course of their duty is called upon to operate a machine and does not include an employee whose sole duty is carrying material to and from a machine.
- 2.12 "Recorder" means an employee whose main duties are entering of production figures on tickets and/or sheets, weighing and/or classifying the materials and/or making simple book entries.
- 2.13 "Sewing Machine Mechanic" means an employee -
- 2.13.1 who has served an apprenticeship as such or who, in the view of the employer and the union, has undergone equivalent training and/or experience; and
- 2.13.2 who is engaged to assemble, adjust, test and lubricate, to dismantle machines and trace faults, to repair and replace mechanisms and to be able to make and install a multiplicity of attachments and to use all tools commonly used in the industry for the correct and efficient operation of all sewing machines.
- 2.14 "Textile Mechanic" means an employee -
- 2.14.1 who has served an apprenticeship as such or who, in the view of the employer and the union, has undergone equivalent training and/or experience; and
- 2.14.2 who possesses a knowledge of yarns, fabrics, cloth structure and designs and the ancillary processes connected with the different types of machinery; and
- 2.14.3 who is engaged in the maintenance, mechanical adjustments, assembling, dismantling, replacement of parts (other than those parts replaced by machine operators in the course of their normal duties), and to be able to make and install attachments, and to use all tools commonly used in the industry, and setting of different types of machines for their correct and efficient operation, and all things incidental thereto.
- 2.15 "Technical Drawer" means an employee engaged as such, who in the performance of their duties prepares stencils or films for screen printing by tracing or working from master sketches or similar art work or designs.
- 2.16 "Textile Mechanic Special Class and Textile Mechanic (Sewing Machine) Special Class" means a textile mechanic (as defined) who is principally engaged in servicing and maintaining complex equipment requiring the application of additional knowledge.

In this definition "complex equipment" means textile production equipment with control systems derived from advanced electronic, pneumatic, hydraulic or robotic technology. "Additional knowledge"

means knowledge in excess of that of the textile mechanic which has been acquired by the textile mechanic by virtue of:

2.16.1 having had not less than two years' on-the-job experience as a textile mechanic working mainly on such complex equipment as will enable the textile mechanic to perform such work unsupervised, where necessary and practicable; and

2.16.2 having by virtue of either the satisfactory completion of a post-trade course relevant to that equipment or the achievement of a comparable standard of knowledge by other means, including on-the-job training and the experience referred to in paragraph 2.16.1 hereof, gained a sufficient comprehension of such complex equipment as will enable the textile mechanic to perform such work.

2.17 "Union" means The Transport Workers' Union of New South Wales.

2.18 "Wool Store" shall mean a department in the Industry where untreated wool is stored in bulk.

2.19 "Storeman/woman" means an employee (other than "warehouse employee") who is responsible for and whose work includes substantially the following:

Loading and unloading, taking or assigning goods to appropriate storage areas; processing orders, packing and unpacking of cartons, parcels, crates or some such container; checking and keeping records of inflows and outflows of goods from the store area.

Provided that "storeman/woman" shall not include:

2.19.1 an employee who in the course of manufacture merely encloses goods in the uniform container or containers in which such goods are ordinarily sold by the manufacturer;

2.19.2 an employee employed solely in cleaning or labouring duties in or about a store or in connection with the work of a storeman/woman, and shall not be deemed, by reason only of their performance of such duties, to come within the said definition;

2.19.3 a foreperson or other person in charge in such store or place who does not ordinarily work manually therein as a storeman/woman.

2.20 "Warehouse employee" means an employee (other than storeman/woman) performing up to any two of the following functions:

2.20.1 Sorting and Storing - Assist in unloading trucks, trolleys or other transportation device. Sort or check goods and take them to appropriate places (bins, shelves, stacks) in warehouse for storage. Enter on cards or labels.

2.20.2 Order Processing - Make up orders to specifications by selecting goods from storage places in warehouse and assembling them for packing or parcelling. Enter on cards or labels.

2.20.3 Wrapping or Packing - Check, pack or wrap assembled goods, address and weigh. Assist in loading. Enter on cards or labels.

Provided that any person performing more than two of the above functions shall be classified as storeman/woman.

Provided also that an employee engaged exclusively in sorting and/or despatching of goods partly processed within an establishment and held in a storage area pending further processing within that establishment shall be regarded as a warehouse employee.

Provided further that "warehouse employee" shall not include:

- (i) an employee who in the course of manufacture merely encloses goods in the uniform container or containers in which such goods are ordinarily sold by the manufacturer;
- (ii) an employee employed solely in cleaning or labouring duties in or about a warehouse or in connection with the work of a warehouse; he/she shall not be deemed, by reason only of their performance of such duties to come within the said definitions;
- (iii) a foreperson or other person in charge in such warehouse or place who does not ordinarily work manually therein as a warehouse employee.

- 2.21 "Pedestrian Fork Lift Operator" means an employee operating from a standing position adjacent to a self-powered fork lift appliance with which loads are handled, either solely by means of forks or tines mounted on a sliding carriage, or a vertical or near vertical mast, or by such means together with the use of a jib, ram, grab or other attachment. This definition specifically excludes spillage trucks or other appliances designed to lift and move a pallet or pallets within 30 cm of floor level.

Notwithstanding anything elsewhere contained in this subclause, when any pedestrian fork lift is used for the loading or unloading of vehicles or trucks the operator of such pedestrian fork lift shall be paid at the rate of pay for a fork lift driver as prescribed by this award.

3. Demarcation of Work

- 3.1 In the manufacture of knitted piecegoods and (excepting babywear) the making up therefrom of suits, coats, trousers, culottes, frocks, dresses, dressing gowns, tracksuits, slacksuits, blouses, shorts and/or like garments.

Where the knitting and making up are carried out by the one employer in the same establishment, the knitting work shall be subject to the Textile Industry (State) Award, and the work of making up to the Clothing Trades (State) Award.

- 3.2 In the manufacture of knitted piecegoods and the making up therefrom of all garments other than those specified in subclause 3.1 hereof:

Where the piecegoods are knitted by an employer and the making up is completed at the same or another establishment by the same employer, both the work of knitting of the piecegoods and making up shall be subject to the Textile Industry (State) Award.

- 3.3 In the manufacture of knitted piecegoods and the making up of all garments:

Where the piecegoods are knitted by one employer and the garments are made up by another employer the knitting shall be subject to the Textile Industry (State) Award and the work of making up shall be subject to the Clothing Trades (State) Award.

- 3.4 Provided that in an establishment where the making up of knitted piecegoods constitutes such a minor amount of the employer's total operations so as to render the observance of subclause 3.1 unreasonable the employer may on application to the Industrial Relations Commission of New South Wales be exempted from the obligation to observe the provisions of the Clothing Trades (State) Award.

4. Grievance Procedure

- 4.1 Where an employee or the shop steward has submitted a request or complaint concerning any matter directly connected with employment or job conditions to a foreperson or a more senior representative of management and has not received satisfaction the employee may refer the matter to a shop steward or if the matter has been raised by a shop steward he/she may refer the matter to the appropriate executive of the employer concerned.
- 4.2 The matter shall be discussed between the shop steward and the appropriate executive.

- 4.3 If the matter is not settled between the shop steward and the appropriate executive of the employer the matter shall then be referred by the shop steward to the Secretary of the union and a meeting shall be arranged between the employer and if the employer so desires their association and the union and a conference shall take place as soon as practicable.
- 4.4 If the matter is not settled in accordance with subclause 4.3 of this clause the matter shall be notified to the Industrial Registrar.
- 4.5 Where the above procedures are followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- 4.6 Notwithstanding anything contained in the preceding subclauses of this clause, the parties shall be free to exercise their rights if the dispute is not finalised without unreasonable delay.
- 4.7 This clause shall not apply to any dispute as to a bona fide safety issue.

5. Rates of Pay

- 5.1 Adults - An adult employee graded in accordance with the skill level classification structure and the descriptors as defined in subclause 5.5 (other than an apprentice, junior employee or any employee subject to the provisions of clause 47, Aged or Infirm Workers), shall be paid at the award rate per week assigned to that skill level classification as set out in Table 1 - Rates of Pay of Part B, Monetary Rates.
- 5.2 An adult weekly worker shall be paid not less than the award rate specified in subclause 5.1. The award rate is comprised of the base rate plus the supplementary payment specified in subclause 5.1.
- 5.3 Calculation of Wage Rates - State Wage Case Decisions - In circumstances where award wages are to be increased as a result of State Wage Case decisions the amount of the increase shall be calculated and applied to the Wages Schedule prescribed in the said Table 1.
- 5.3.1 Whenever the State Wage Case decision provides that award wages be increased by a percentage or a flat money amount, the award wage shall be increased by applying the same percentage and/or adding the same money amount.
- 5.3.2 The results of the calculations to the base rate and award wage shall be rounded off in accordance with the State Wage Case decision.
- 5.3.3 Whenever the State Wage Case decision provides that award wages be increased by the application of a "plateau" formula, the "plateau" level for the purposes of this award shall be determined by reference to the base rates.

The increase shall then be calculated in accordance with paragraphs 5.3.1 and 5.3.2 hereof.

The rates of pay in this award include the adjustments payable under the State Wage Case 2007, as set out in the said Table 1, Rates of Pay in Part B - Monetary Rates. 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.
- 5.4 Minimum Wage -
- 5.4.1 Notwithstanding the provisions of this subclause, an adult employee whose weekly wage rate payable pursuant to this subclause for ordinary hours of work together with overaward or payment by results amounts is less than the amount as set in Table 1, shall be paid in addition an allowance of such amount as will bring his/her or her rate of pay for such hours to the said respective amount for that week.

- 5.4.2 Where such an employee has been absent from duty in a week in circumstances entitling the employer to deduct payment for the time of non-attendance he/she shall be paid for the ordinary hours worked during such week at the rate of the said appropriate amount per week.
- 5.4.3 Where an allowance as prescribed by subclause 5.2 hereof, is payable to an employee, payments during paid leave and for holidays prescribed by clause 26, Public Holidays, shall be calculated at the rate of the said appropriate amount per week.
- 5.4.4 Calculations for overtime, penalty rates, shift work and other payments under this award shall be made at the rate prescribed by paragraph 5.4.1 of this clause for the classification in which the employee is employed.

NOTE: The purpose of fixing the minimum wage at the amount above set out is to ensure to each adult worker a minimum wage for a week's work performed in ordinary hours. The fixation of the minimum wage at the amounts mentioned does not give any reason for any change in award rates of pay which are below or above the appropriate minimum wage.

5.5 Skill Based Classification Structure - Skill Level Descriptors

An employee working in the Textile Industry shall be graded pursuant to the following Skill Based Classification Structure:

TRAINEE - 78%

Employees at this level:

1. Shall be new entrants into the industry.
2. Shall for a period of up to 3 months undergo approved (including induction) training so as to enable them to achieve the level of competence required to be classified at Skill Level 1.
3. Shall work under the following conditions:
 - totally defined procedures and methods
 - constant direct supervision
 - constant direct training
 - progressive assessment and feedback
4. Shall apply occupational health and safety principles to their work and the work of other employees.

Training for new entrants will be determined in accordance with the needs of the enterprise, but shall involve instruction aimed at assisting trainees to achieve the range of competencies required at Skill Level 1 or above, including:

The knowledge and skills required to apply relevant Occupational Health and Safety practices and procedures.

The knowledge and skills required to apply specified quality control⁴ standards to their own work.

The knowledge and skills required to apply specified operation practices and procedures and to meet efficiency requirements.

The knowledge and skills³ required to apply minor equipment/machine maintenance⁵ relevant to the equipment involved in the performance of their own work.

SKILL LEVEL 1 - 82%

Employees at this level:

1. Shall work to defined procedures/methods⁶ either individually or in a team environment, and
2. Shall exercise Skills³ to perform basic tasks⁸, and
3. Shall be aware of and apply basic Quality contro¹⁴ and skills³ in the receipt and completion of their own work to the specified quality standards¹⁰, and
4. Shall apply occupational health and safety principles to their work and the work of other employees.

In addition, according to the needs and operational requirements of the enterprise, employees at this level:

5. may be required to exercise the skill³ necessary to assist in providing basic on-the-job-instruction² by way of demonstration and explanation.
6. may be required to record basic information on production and/or quality indicators¹¹, as required.
7. may be required to work in a team environment⁷.
8. may be required to apply minor equipment/machine maintenance⁵.
9. may be required to exercise key pad skills¹².
10. may be required to exercise the level of English literacy and numeracy skills³ to effectively perform their tasks.
11. may commence training in additional skills¹³ required to advance to a higher skill³ level.

SKILL LEVEL 2 - 87.4%

Employees at this level exercise the skills³ required to be graded at Skill Level 1, and:

1. shall work to defined procedures/methods⁶, either individually or in a team environment⁷, and
2. shall exercise the skills³ to perform intermediate tasks¹⁴, and
3. shall understand and apply quality contro¹⁴ skills³ in their own work and component parts¹⁵ (including understanding of the likely cause/s of deviations to specified quality standards¹⁰ in their own work), and
4. shall apply occupational health and safety principles to their work and the work of other employees.

In addition, according to the needs and operational requirements of the enterprise, employees at this level:

5. may be required to exercise the skill³ necessary to assist in providing on-the-job-instruction² to employees in skills³ required at Skill Level 2 and below by way of demonstration and explanation.
6. may exercise discretion in the performance of their work.

7. may be required to record detailed information on production and/or quality indicators¹¹ as required.
8. may be required to exercise team work skills³.
9. may be required to identify and rectify minor machine¹⁶/equipment and equipment/machine faults, and report problems that cannot be rectified to a mechanic or supervisor.
10. may be required to exercise basic computer skills¹⁷.
11. may commence training in additional skills¹³ required to advance to a higher skill³ level.

SKILL LEVEL 3 - 92.4% - Make up section

Employees at this level exercise the skills³ required to be graded at Skill Level 2, and

1. shall exercise discretion, initiative and judgement on the job in their own work, either individually or in a team environment⁷, and
2. shall exercise skills³ to:
 - 2.1 perform a complex task/s¹⁸; or
 - 2.2 perform a series of different operations on a machine/s¹⁶; or
 - 2.3 use a variety of machine types²⁰, three of which require the exercise of level 2 skills³, and
3.
 - 3.1 shall be responsible for quality assurance²¹ in their own work and assembly of component parts¹⁵ including having an understanding of how this work relates to subsequent product processes and its contribution to the final appearance of the garment.

In addition, according to the needs and operational requirements of the enterprise, employees at this level:
 - 3.2 may be required to investigate causes of quality deviations²² to specified standards and recommend preventative action.
4. shall apply occupational health and safety principles to their work and the work of other employees.
5. may be required to exercise the skills³ necessary to assist in providing on-the-job instruction to employees in skills³ required at Skill Level 3 and below by way of demonstration and explanation.
6. may be required to record detailed information on, and recommend improvements to, production and/or quality.
7. may be required to take a coordinating role²³ for a group of employees or in a team environment⁷ (which includes contributing to the identification and resolution of the problems of others and assisting in defining work group procedures and methods), where the members of the group or team are at Skill Level 3 and below.
8. may be required to exercise advanced machine/equipment maintenance and problem solving skills³ (including identification of major. or equipment faults).
9. may commence training in additional skills¹³ required to advance to a higher skill³ level.

SKILL LEVEL 3 - 92.4% - Textile section/non make up section

Employees at this level exercise the skills³ required to be graded at Skills Level 2 and:

1. shall exercise discretion, initiative and judgement on the job in their own work, either individually or in a team environment⁷, and
2. shall exercise skills³ to:
 - 2.1 perform a complex task/s¹⁸, or
 - 2.2 operate different types of machines and/or perform processes requiring the application of skill level 2 skills that individually are sufficiently different and cumulatively are equivalent to complex tasks.
3. shall be responsible for quality assurance²¹ in their own work, including having an understanding of how this work relates to subsequent production processes and its contribution to the final appearance of the product, and if errors are detected take the appropriate action.
4. shall apply occupational health and safety principles to their work and the work of other employees.

In addition, according to the needs and operational requirements of the enterprise, employees at this level:

5. may be required to investigate causes of quality deviations²² to specified standards and recommend preventative action.
6. may be required to exercise the skills³ necessary to assist in providing on-the-job-instruction² to employees in skills³ required at Skill Level 3 and below by way of demonstration and explanation.
7. may be required to record detailed information on, and recommend improvements to, production and/or quality.
8. may be required to take a coordinating role²³ for a group of workers, or in a team environment⁷ (which includes contributing to the identification and resolution of the problems of others, and assisting in defining work group procedures and methods) where members of the group or team are at Skill Level 3 and below.
9. may be required to exercise advanced machine¹⁶/equipment maintenance and apply problem solving skills (including identification of machine/equipment faults).
10. may be required to explain documents, information and procedures to other employees.
11. may commence training in additional skills¹³ required to advance to a higher skill³ level.

SKILL LEVEL 4 - 100% - Make up section

Employees at this level exercise the skills³ required to be graded at Skill Level 3 and have a comprehensive knowledge of product construction.

Employees at this level shall also:

apply skills³ and knowledge, equivalent to that of a qualified tradesperson, that have been acquired as a result of training or experience, or

hold a relevant trade certificate, and

1. shall work largely independently²⁴ (including developing and carrying out of a work plan to specifications), and
2. shall exercise a range of skills³ involving planning, investigation and resolution of problems, and/or training, and/or supervision, and/or specialised technical tasks, or

shall make a whole garment to specifications, or exercise equivalent skills²⁵.

and

3. shall apply occupational health and safety principles to their work and the work of other employees.

In addition, according to the needs and operational requirements of the enterprise, employees at this level:

4. may be required to apply quality contro¹⁴/assurance techniques to their work group or team.
5. may have designated responsibility²⁶ for the training of other employees (and if so shall be trained trainers).
6. may be responsible for quality and production records relating to their own work group or team.
7. may be required to take a coordinating role²³ for a group of workers or in a team environment⁷ (which includes contributing to the identification and resolution of the problems of others and assisting in defining work group procedures and methods), where the members of the group or team are at Skill Level 4 and below.
8. may be required to exercise advanced machine¹⁶/equipment maintenance and problem solving skills³ (including identification of major equipment faults and organisation or performance of necessary repair).
9. may commence training in additional skills¹³ required to advance to a higher Skill³ Level.

SKILL LEVEL 4 - 100% - Textile/non make up section

Employees at this level exercise the skills³ necessary to be graded at Skill Level 3 and have a comprehensive knowledge of the product.

Employees at this level shall also:

apply skills³ and knowledge, equivalent to that of a qualified tradesperson, that have been acquired as a result of training or experience, or hold a relevant trade certificate or demonstrate specialist operation skills²⁷,

and

1. Shall work largely independently²⁴ (including developing and carrying out of a work plan to specifications),

and/or

2. shall exercise a range of skills³ involving planning, investigation and resolution of problems, and/or training, and/or supervision, and/or specialised technical tasks.
3. shall apply occupational health and safety principles to their work and the work of other employees.

In addition, according to the needs and operational requirements of the enterprise, employees at this level:

4. may be required to apply quality control¹⁴/assurance techniques to their work group or team.
5. may have designated responsibility²⁶ for the training of other employees (and if so shall be trained trainers).
6. may be responsible for quality and production records relating to their own work group or team.
7. may be required to take a coordinating role²³ for a group of workers, or in a team environment⁷ (which includes contributing to the identification and resolution of the problems of others, assisting in defining work group procedures and methods), where the members of the group or team are at Skill Level 4 and below.
8. may be required to exercise advanced machine¹⁶/equipment maintenance and problem solving skills³ (is able to identify major machine¹⁶ faults, and organise and/or perform necessary repairs).
9. may commence training in additional skills¹³ required to advance to a higher skill³ level.

SKILL LEVEL 5 - 110% - Textile Tradesperson Special Class

A Skill Level 5 is a Textile Tradesperson who uses all of the skills listed in Skill Level 3 and 4 and is principally engaged in servicing and maintaining complex equipment requiring the application of additional knowledge.

In this definition:

"complex equipment" means textile production equipment with control systems devised from advanced electronic, pneumatic, hydraulic or robotic technology, and

"Additional knowledge" means knowledge in excess of that of the textile tradesperson which has been acquired by the textile tradesperson by virtue of:

- (a) having had not less than two years on the job experience as a textile tradesperson or in training to attain a trades certificate working mainly on such complex equipment as will enable the textile tradesperson to perform such work unsupervised, where necessary and practicable; and
- (b) having by virtue of either the satisfactory completion of a post trade course relevant to that equipment or the achievement of a comparable standard of knowledge by other means, including on-the-job training and the experience referred to in paragraph (a) hereof, gained a sufficient comprehension of such complex equipment as will enable the textile tradesperson to perform such work.

ADDITIONAL CORE SKILLS

1. Provides technical guidance and assistance to work teams.
2. Makes decisions which may have a significant effect on the results of a production line/unit/department.
3. Supervisory duties.

EXPLANATION OF TERMS

1. Competence

The ability to perform a particular activity or activities to a prescribed standard (or standards) and under a prescribed set of circumstances.

2. On-the-job instruction
Demonstrating, showing, explaining and/or guiding other employees as to how to perform a particular task or operation to a competent standard.
3. Skill
The application of a combination of abilities, knowledge and attributes to competently perform a given activity or activities.
4. Quality Control
The activities used to check that materials and products meet quality specifications; includes the grading of product into acceptable and unacceptable categories.
5. Minor Equipment/Machine Maintenance
Includes cleaning and minor adjustments to the equipment/machine. In the case of sewing machines for example, it may include:
 - changing needles
 - cleaning
 - lubrication
 - tension and stitch adjustment
6. Defined Procedures/Methods
Specific instructions outlining how an employee is to do his/her job.
7. Team Environment
An environment involving work arrangements in which a group of employees work closely, flexibly and in co-operation with each other to ensure efficient and effective performance.
8. Basic Tasks
Non Make Up Section
Uncomplicated tasks which are easily learned and involve little decision making whether machine or non-machine.
 - (a) performs a range of simple manual tasks, and/or
 - (b) inspects and/or examines and/or uncomplicated grading/pairing raw materials/yarns/fabrics etc for faults (non-machine operations), and/or
 - (c) carries out simple tests on yarns/fabrics etc outside a laboratory environment, and/or
 - (d) transfers, removes or supplies fabric, yarn, tickets, bobbins etc to other employees or from one section to another, and/or
 - (e) performs basic machine tasks (see definition below).Make Up Section
 - (f) uncomplicated tasks which are easily learned and involve little decision making whether machine or non-machine,

- (g) basic machine tasks are those where the positioning of the work may be controlled by guide-bars and sensor lights, or other such guiding devices, or where there is uncomplicated feeding of the fabric.

9. Basic Machine Tasks

- (a) In the make up section basic machine tasks are those where the positioning of the work may be controlled by guide-bars and sensor lights, or other such guiding devices, or where there is uncomplicated feeding of the fabric or uncomplicated machine related tasks.
- (b) In the non make up section, basic machine tasks involve those of a sock turner.

Provided, however, for the purposes of this subclause, an employer shall approach the relevant authorised officer of The Transport Workers' Union of New South Wales where it is thought that the operation of any machine (other than a sock turner) only requires the performance of basic machine tasks (i.e. uncomplicated machine related tasks).

If the relevant authorised officer of the Transport Workers' Union of New South Wales and the employer agree that the operation of the machine requires the use of basic machine tasks, they shall record this agreement in writing.

10. Specified Quality Standards

Detailed standards against which quality is measured.

11. Quality Indicators

Information used to determine whether a quality standard has been met.

12. Key Pad Skills

Ability to use a small panel of keys, either numerical or with symbols, to operate equipment.

13. Additional Skills

Skills that can be developed by an employee through training to assist that worker to become qualified for a higher skill level.

14. Intermediate Tasks

Non-Make Up Section

Tasks which are more difficult to learn, involve more decision making than Skill Level 1 tasks and which may require more fabric/product knowledge, whether machine or non-machine.

- (a) the efficient operation of a machine or machines involving the application of more than basic skills in the setting up, running, monitoring and making adjustments to the machine or machines, or
- (b) the inspection or examination and grading/pairing of raw materials/yarns/fabrics etc for faults and, where necessary, mends by hand or machine, or
- (c) carries out tests which may involve colour matching and interaction of chemicals and/or dyes on yarns or fabrics etc in a laboratory environment, or
- (d) is responsible for the monitoring and co-ordination of fabric, yam, tickets, bobbins etc to other workers,, or from one section to another, or
- (e) weighs and measures raw materials/yarns/fabrics or chemicals and/or dyes, or

- (f) intermediate non-machine tasks require skills to perform a sequence of related tasks.

Make Up Section

- (g) tasks which are more difficult to learn involve more decision making than Skill Level 1 tasks and which may require fabric knowledge whether machine or non-machine, or
- (h) intermediate machine tasks require skill in positioning, feeding and handling of work involving directional changes, contouring or critical stopping points, or require feeding and handling skills beyond those of a Skill Level 1 worker because of fabric variation, or
- (i) intermediate non-machine tasks require skills to perform a sequence of related tasks.

15. Component Parts

The parts of the product which the employee receives in order to perform their job.

16. Machine

Any piece of equipment which is powered by an external source, i.e. electricity, steam or compressed air, or a combination of these.

Hand tools are not machines and refer to those items which are primarily powered by the employee, eg. scissors, shears, staplers, tagging guns and tape dispensers.

17. Basic Computer Skills

Use of the computer to enter, retrieve and interpret data.

18. Complex Tasks

Non Make Up Section

Tasks which are more difficult to learn and involve a higher level of decision making than Skill Level 2 tasks, whether machine or non-machine.

- (a) the application of more than intermediate skills in the setting up, running, monitoring and making adjustments/performs maintenance as required, but not to a standard equivalent to a Skill Level 4 employee, or
- (b) inspects, examines and grades raw materials/yams/fabrics etc. and mends by hand or machine consistent with specified quality standards, or
- (c) carries out tests which may involve colour matching of yarns/fabrics etc. in a laboratory. Assessment of the results of tests performed. Makes decisions in the selection of dyes/chemicals, or
- (d) capable of understanding recipes, makes decisions and is responsible in the performance of duties including accurate weighing, measurement and selection of chemicals or dyes to specification.

Make Up Section

- (e) tasks which are more difficult to learn and involve a higher level of decision making than Skill Level 2 tasks, whether machine or non-machine.
- (f) complex machine tasks require fabric manipulation skills and knowledge beyond those of a Skill Level 2 worker to perform more difficult tasks or to handle and align the sections

while ensuring correct shaping of the end result because of the complexity of combining parts or because of frequent variation in fabrics.

19. Series of Different Operations on a Machine(s) - Make Up Section

Performing a sequence of different operations on a machine/s to complete the majority of a complex garment.

20. Variety of Machine Types - Make Up Section

Three or more different types of machines which are sufficiently different in their operation to require the exercise of different skills (i.e. a button holer and a button sewer are the same machine type for this purpose whereas a button holer and an overlocker are different machine types).

21. Quality Assurance

The overall system and plans used to provide confidence that goods and services will satisfy given requirements.

22. Quality Deviation

Departures from a quality standard.

23. Coordinating Role

A role which involves responsibility for organising and bringing together the work and resource requirements of a work group or team.

24. Largely independently

Where the employee is accountable for own results including:

carrying out assigned tasks

coordinating processes

25. Whole Garment Machinist or Equivalent Skills - Make Up Section

A machinist who works largely independently in producing a complex garment from written specifications and patterns. Examples of "equivalent skills" include:

sample machinist

a machinist who performs each of the operations required to complete a complex whole garment from specifications

a fully multi-skilled machinist who is required to perform any of the operations involved in the making of complex whole garment to specification.

26. Designated Responsibility

Identified by management as an employee with a specific role or responsibility.

27. Specialist Operation Skills

Specialist operation skills are more difficult to learn and involve a higher level of decision making than Skill Level 3 tasks, whether machine or non machine. The application of specialist operation skills requires advanced knowledge of the product (e.g. fibres and/or yarns and/or fabrics and/or cloth structure and/or designs and the associated ancillary processes). An

employee at this level operates in a largely independent way and may provide training and/or may be responsible for a department or shift or section of a workplace. Specialist operation skills involve a level of skill equivalent to those of a Skill Level 4 employee.

- 5.6 Promotion - The entitlement to be graded higher does not apply whilst the employee is undertaking recognised training in higher level tasks and skills. That is, the employee remains at his/her or her existing skill level until the training is completed and meets the relevant competency standard.

Promotion from one level to another will be based on the availability of a position at that level and successfully passing a competency test. A competency test measures the ability of the employee in terms of knowledge and skills required for a particular skill level to a particular standard.

Competency tests will be developed either at the company level, industry level or both.

- 5.7 Leading Hand Allowance - An employee appointed by the employer to act as a leading hand shall be paid the amounts in addition to the highest rate prescribed for employees under his/her control as set out in Item 1 of Table 2 - Other Rates and Allowances of Part B.

Provided that an employee shall only be entitled to the above prescribed allowance where the employee's skill level grading classification description does not include those skills which reflect the duties of a leading hand as appointed. There shall be no double counting.

- 5.8 Ancillary Skill Level classifications

5.8.1 Forklift Driver and Motor Tow Driver - Rates of Pay -

The rates of pay for forklift drivers and motor tow drivers shall be the rate of pay for skill level 3 in Table 1 - Rates of Pay of Part B, Monetary Rates.

5.8.2 Pedestrian Forklift Operator - Rates of Pay -

Pedestrian Forklift Operator means an employee operating from a standing position adjacent to a self-powered forklift appliance with which loads are handled, either solely or by means of forks or tines mounted on a sliding carriage, or a vertical or near vertical mast, or by such means together with the use of a jib, ram, grab or other attachment. This definition specifically excludes stillage trucks or other appliances designed to lift or move a pallet or pallets within 30cm of floor level.

- (a) When any pedestrian forklift is used for loading or unloading of vehicles or trucks the operator of such pedestrian forklift shall be paid \$5.90 less than the rate of pay for skill level 3 in Table 1 - Rates of Pay of Part B, Monetary Rates.

5.8.3 High Rise Stacker Operator - Rates of Pay -

High Rise Stacker Operator mean an operator of a device known as a high rise stacker where both the operator and the lift send with the load above the floor level of up to 12 metres.

A high rise stacker operator in addition to being a qualified forklift driver will have undertaken additional training and be qualified to operate a high rise stacker in accordance with the State Act. The rates of pay of the High Rise Stacker Operator shall be \$14.60 more than the award rate of pay for Skill Level 3 of Table 1 - Rates of Pay of Part B, Monetary Rates.

Storeworker - rates of pay

5.8.4 Wage Rates

Wage per week of 38 hours - Classification	Total minimum award rate \$
Storeworker Grade 1	
On commencement	487.60
After 3 months	495.00
After 6 months	502.60
Storeworker Grade 2	508.40
Storeworker Grade 3	527.10
Storeworker Grade 4	545.70

Classifications

(a) Storeworker Grade 1

Points of entry

1. New Employee

Skills/duties

1. Responsible for the quality of their own work subject to detailed direction.
2. Works in a team environment and/or under routine supervision.
3. Undertake duties in a safe and responsible manner.
4. Exercises discretion within their level of skills and training.
5. Possesses basic interpersonal and communication skills.
6. Indicative of the tasks which an employee at this level may perform are the following:

storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;

preparation and receipt of appropriate documentation including liaison with suppliers;

allocating and retrieving goods from specific warehouse areas;

basic operation of VDU or similar equipment;

periodic stock-checks;

responsible for housekeeping in own work environment;

use of non-licensed material handling equipment.

Promotional criteria

An employee remains at this level they are capable of effectively performing through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

(b) Storeworker Grade 2

Points of entry

1. Storeworker Grade 1
2. Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

Skills/duties

1. Able to understand detailed instructions and work from procedures.
2. Able to co-ordinate work in a team environment under limited supervision.
3. Responsible for quality of their own work.
4. Posses sound interpersonal and communication skills.
5. Indicative of the tasks which an employee at this level may perform are the following:
licensed operation of all appropriate materials handling equipment;
use of tools and equipment within the warehouse (basis non-trades maintenance);
VDU operation at a level higher than that or an employee at Storeworker 1 level.

Promotional Criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

- (c) Storeworker Grade 3

Points of entry

1. Storeworker Grade 2
2. Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

Skills/duties

1. Understands and is responsible for quality control standards.
2. Possesses an advanced level of interpersonal and communication skills.
3. Competency keyboard skills.
4. Sound working knowledge of all warehousing/stores duties performed at levels below this grade, excercises discretion within scope of this grade.
5. May perform work requiring minimal supervision either individually or in a team environment.
6. Indicative of the tasks which an employee at this level may perform are the following:
use of a VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc at a level higher than Grade 2;
operation of all materials handling equipment under licence;

development and refinement of a store layout including proper location of goods and their receipt and despatch.

Employee who is responsible for the supervision of and the responsibility for the conduct of work of up to ten employees.

Promotional Criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

(d) Storeworker Grade 4

Points of entry

1. Storeworker Grade 3
2. Proven and demonstrated skills to the level required of this grade.

Skills/duties

1. Implements quality control techniques and procedures.
2. Understands and is responsible for a warehouse or a large section of a warehouse.
3. Highly developed level of interpersonal and communication skills.
4. Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
5. Exercises discretion within the scope of this grade.
6. Exercises skills attained through the successful completion of an appropriate warehousing certificate.
7. Indicative of the tasks which an employee at this level may perform are the following:
 - liaising with management, suppliers and customers with respect to stores operations;
 - Detailing and co-ordinating activities of other storeworkers and acting in a leading hand capacity for in excess of ten storeworkers;
 - Maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports of stock movement, despatches, etc.

5.8.5 Warehouse employee means an employee:

(other than foreperson) performing up to any of the following functions:

(a) Sorting and Storing

Assist in unloading trucks, trolleys and other transportation device. Sort or check goods and take them to appropriate places (bins, shelves, stacks) in warehouse for storage. Enter on cards or labels.

(b) Order Processing

Make up orders to specifications by selecting goods from storage places in warehouse and assembling them for packing or parcelling. Enter on cards or labels.

(c) Wrapping or Packing

Check, pack or wrap assembled goods, address and weigh. Assist in loading. Enter on cards or labels.

Provided that any person performing more than two of the above functions will be classified as storeman/woman.

Provided also that an employee engaged exclusively in sorting and/or storing and/or dispatching of goods partly processed within a workplace and held in a storage area pending further processing within that workplace will be regarded as a warehouse employee.

(d) Provided further that warehouse employee will not include:

an employee who in the course of manufacture merely encloses goods in the uniform container or containers in which such goods are ordinarily sold by the manufacture;

an employee employed solely in cleaning or labouring duties in or about a warehouse or in connecting with the work or a warehouse employee will not be deemed, by reason only of his/her or her performance of such duties to come within the definitions;

a foreperson or other person in charge in such warehouse or place who does not ordinarily work manually therein as a warehouse employee.

(e) Warehouse employees - rates of pay

The rates of pay of the warehouse employee shall be \$6.00 less than the rates of pay for the storeworker set out in 5.8.4.

5.8.6 Assistant foreperson and/or overlooker means an employee appointed as such by the management.

5.8.7 Designer - Creative means an employee engaged as such and who in the course of his/her or her employment is required to create original designs and master sketches and may supervise and correct the work of other designers and technical drawers.

5.8.8 Designer - Other means an employee engaged as such and who is required to produce master sketches from designs supplied by the employer and in doing so may be required to adapt to correct such designs, or is required to produce original drawings (not being master sketches) or adaptations.

5.8.9 Fancy Warper Woolen and Worsted Division means an employee who in the construction of warps containing different counts, shades, qualities or twists of yarn, uses two or more colours or where yarn is of a similar count, shade, quality or twist, three or more colours.

5.8.10 Machine Operator and/or Attendant means an employee who in the course of his/her or her duty, is called upon to operate a machine and does not include an employee whose sole duty is carrying material to and from a machine.

5.8.11 Recorder means an employee whose main duties are entering of production figures on tickets and/or sheets, weighing and/or classifying the materials and/or making simple book entries.

5.8.12 Sewing Machine Mechanic means an employee:

- (a) Who has served an apprenticeship as such or who, in the view of the employer and the union, has undergone equivalent training and/or experience, and;
- (b) Who is engaged to assemble, adjust, test and lubricate, to dismantle machines and trace faults, to repair and replace mechanisms and be able to make and install a multiplicity of attachments and to use all tools commonly used in the industry, for the correct and efficient operation of all sewing machines; and

5.8.13 Textile Mechanic means an employee:

- (a) Who has served an apprenticeship as such or who, in the view of the employer and the union, has undergone equivalent training and/or experience, and;
- (b) Who possesses a knowledge of yarns, fabrics, cloth structure and designs and the ancillary processes connected with the different types of machinery; and
- (c) Who is engaged in maintenance, mechanical adjustments, assembling, dismantling, replacement of parts (other than those parts replaced by machine operators in the course of their normal duties), and to be able to make and install attachments, and to use all tools commonly used in the industry, and setting of different types of machines for their correct and efficient operation, and all things incidental thereto; and

5.8.14 Technical Drawer means an employee engaged as such who in the performance of his/her or her duties prepares stencils or films for screen printing by tracing or working from master sketches or similar art work or designs.

5.8.15 Textile Mechanic Special Class and Textile Mechanic (Sewing Machine) Special Class means a textile mechanic (as defined) who is principally engaged in servicing and maintaining complex equipment requiring the application of additional knowledge.

In this definition complex equipment means textile production equipment with control systems derived from advanced electronic pneumatic, hydraulic or robotic technology. "Additional knowledge" means knowledge in excess of that of the textile mechanic which has been acquired by the textile mechanic by virtue of:

- (a) having had not less than two years' on the job experience as a textile mechanic working mainly on such complex equipment as will enable the textile mechanic to perform such work unsupervised, where necessary and practicable; and
- (b) having either the satisfactory completion of a post trade course relevant to that equipment or the achievement of a comparable standard of knowledge by other means, including on the job training and the experience referred to in part (a) hereof, gained a sufficient comprehension or such complex equipment as will enable the textile mechanic to perform such work.

Any dispute between an employer and employee as to the classification or not of an employee as textile mechanic-special class or textile mechanic (sewing machine) special class, will be initially discussed between the employer and the union and, if the matter is not resolved, may be referred to a Board of Reference for settlement.

5.9 Wool and Basil Rates - Employees who are required to work on pulling sheep skins, pie or piece picking, or any other class of work connected therewith, shall be paid the appropriate rate provided in the Wool Scourers and Carbonisers Award 1987 made pursuant to the *Workplace Relations Act 1996* as varied from time to time for the State of New South Wales.

Provided that at any time wage rates in the wool sorting, wool store, wool scouring and carbonising departments are higher in the aforementioned Wool Scourers and Carbonisers Award 1987 such higher wage rates shall be paid in lieu of the wage rates prescribed in this award.

5.10 Payment by Results Systems -

The weekly rates for the purposes of the said clause 13, Payment by Results Systems, shall be the base rate prescribed herein for the classification in which the employee is engaged.

Provided that if in any week the weekly earnings for a Payment by Results Systems employee are not greater than the award rate of pay as prescribed by Table 1 for the classification in which the employee is employed, the minimum weekly amount payable shall be the award rate of pay as prescribed in Table 1.

6. Apprenticeship

Apprenticeship trades

- 6.1 An employer shall not employ any person who is under the age of 21 years in a declared trade unless the employed person is an apprentice or qualified tradesperson in that trade.
- 6.2 "Apprentice" and "apprenticeship" are given the same meaning as they are defined in the *Industrial and Commercial Training Act 1989*.
- 6.3 A "declared trade" is defined in *Industrial and Commercial Training Act 1989* (as amended). The following are recognised callings relevant to the textile industry:
- 6.3.1 Textile mechanic
 - 6.3.2 Textile mechanic - special class (as defined)
 - 6.3.3 Textile mechanic - (sewing machine)
 - 6.3.4 Textile mechanic - special class (sewing machine) (as defined)
 - 6.3.5 Cutter
- 6.4 The number of apprentices which may be employed by any employer at any time in the said trade or trades shall not exceed the proportion of one apprentice for each individual tradesmen employed by such employer in such trade.
- For the purposes of this clause an employer actually working in the mill shall be deemed to be a tradesman and the number of tradesmen employed at any time shall be deemed to be the average per working day of the number of tradesmen employed at any time shall be deemed to be the average per working day of the number of tradesmen employed during the immediately proceeding period of six months.
- 6.5 Persons may be taken on probation for three months and if apprenticed such three months shall count as part of their period of apprenticeship. The employer shall, within 14 days of employing a probationer, notify the appropriate apprenticeship authority of the employment of such probationer to any of the trades mentioned herein.
- 6.6
- 6.6.1 The term of apprenticeship in the said trades covered by this award, shall be a maximum of four years.

- 6.6.2 any apprentice who cannot complete the full term of apprenticeship before reaching the age of 21 years may serve as an apprentice until completion of the term or until they reach the age of 23 years.
- 6.6.3 any apprentice who is under 21 years of age on the completion of the term of an apprenticeship and who thereafter is employed in the occupation to which they were apprenticed shall be paid at not less than the adult rate prescribed for that classification.
- 6.7 Every indentured apprenticeship shall be in the form prescribed in Schedule E of this award, and shall contain:
 - 6.7.1 the names of the parties;
 - 6.7.2 the date of birth of the apprentice;
 - 6.7.3 the date of commencement of and the term of apprenticeship;
 - 6.7.4 the trade to which the apprentice is bound;
 - 6.7.5 a covenant by the employer to teach and instruct, or cause to be taught and instructed, the apprentice in the processes of the trade mentioned;
 - 6.7.6 a covenant by the parent or guardian and by the apprentice that the apprentice will serve the employer for the term specified (where apprentice is not an adult apprentice).
 - 6.7.7 all other conditions of apprenticeship contained in this award.
- 6.8 Subject to the approval of the appropriate State Authority but not otherwise, an indenture of apprenticeship may be superseded or cancelled.
- 6.9 The minimum weekly rates of pay to be paid to apprentices shall be the undermentioned percentages of the weekly rates for Skill Level 4 as prescribed in paragraph 5.4.1 of this award.

	Percentage 4 year term	Base Rate	Supplementary Payment	Arbitrated Safety Net	Award Rate
	%	Refer to Table 1- Rates of Pay of Part B, Monetary Rates			
1st year	52				
2nd year	62				
3rd year	82				
4th year	92				

The total wage shall be calculated to the nearest five cents and any fraction of five cents in the result not exceeding two cents shall be disregarded.

Provided that the weekly rate for an apprentice shall not less than the rate for a junior of the same age.

- 6.10 No apprentice under the age of 18 years shall be required to work overtime unless they so desires; nor may any apprentice work or be required to work overtime at times which would prevent attendance at technical school as required by this award.
- 6.11 No apprentice under the age of 18 years shall be employed on any shift other than the day shift. An apprentice over the age of 18 years by mutual agreement may be required to work on an afternoon shift provided such shift work shall not prevent attendance at technical school as required by any statute, award or regulation applicable.
- 6.12 No apprentice shall work under any system of payment by results.

- 6.13 An employer shall not, either directly or indirectly, or by any pretence or device, receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any apprentice or probationer.
- 6.14 Apprentices attending a technical school and presenting reports of satisfactory attendance and conduct shall, at the end of each term, be reimbursed all fees paid by them in respect of any course prescribed.
- 6.15 All apprentices shall be allowed off during working hours they shall attend available classes. In order to be entitled to the said the apprentice shall produce a card showing his/her attendance at school for the period.

Operation of State laws

- 6.16 Any New South Wales statute relating to apprentices is now or hereafter in force or in which any authority with statutory power has issued or may issue any regulation relating to apprentices such statute and such regulations shall operate.

Provisions of any statute, award or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of apprenticeship authorities over apprentices and employers shall not be deemed to be inconsistent with this award.

Annual, sick and bereavement leave

- 6.17 Apprentices shall be entitled to sick, annual and bereavement leave in accordance with the provisions of clauses 28, 35 and 32 of this award respectively.

Hours

- 6.18 The ordinary hours of employment of apprentices shall not in each workshop exceed those of the tradesmen.

7. Adult Apprentices

- 7.1 An adult apprentice means a person of 21 years of age or over at the time of entering into an apprenticeship to one of the trades of apprenticeship of the textile industry as prescribed in clause 6 of this award. Subject to this clause, conditions of employment of adult apprentices shall be those prescribed in clause 6 of this award for apprentices under the age of 21 years.

- 7.2 Preference of employment

Preference of employment as an adult apprentice should be given to an applicant who is employed in the textile industry.

- 7.3 Period of apprenticeship

7.3.1 Subject to this clause and subclause 6.8 of this award, an adult apprentice shall be apprenticed for a period of four years in which period shall be included any period of probation.

7.3.2 Where the relevant State Authority approves an application for adult apprenticeship by an applicant who has been employed in the textile industry for at least two consecutive years and the State Authority is satisfied that the applicant has sufficient theoretical and practical knowledge, it may, subject to any conditions it may determine, permit the applicant to advance within the apprentice period by not more than two years.

- 7.4

7.4.1 Each adult apprentice shall from the commencement of his/her apprenticeship attend and not be prevented by his/her employer from attending during the apprentice's ordinary working hours for eight hours every week a suitable technical school for the period of three years or, where the

training facilities for apprentices at the technical school attended by such apprentices make it impracticable for their attendance to be for eight hours every week or for a period of three years, then for the number of hours and for the period of any prescribed course (with the minimum of four hours a day a week) as is approved by the organisation's parties to this award or by the appropriate State Authority, if such school is available. Wherever in any State a State technical school provides instruction in an apprenticeship trade such State technical school shall be accepted as a suitable school for the purposes of this award.

7.4.2 Where a State conducts in a suitable technical school a system of block release technical school training, each adult apprentice shall from the commencement of his/her apprenticeship attend and not be prevented by his/her employers from attending during the apprentice's ordinary working hours such block release training for a maximum of eight weeks each year for a period of three years on a basis to be arranged between the employer to this award and the relevant State technical education authorities. Such block release technical school training shall be in lieu of the technical school training prescribed in paragraph 7.4.1 hereof.

7.4.3 The appropriate State Authority may reduce the said three year period of adult apprenticeship technical school training to a period of two years where an applicant, prior to the commencement of the apprenticeship, has been employed in the textile industry for at least two consecutive years and the said Authority is satisfied that the applicant has sufficient theoretical and practical knowledge.

7.5 Wages of adult apprentices

7.5.1 Where a person was employed by an employer in the textile industry immediately before becoming an adult apprentice with that employer, such person shall not suffer a reduction in actual rate of pay by virtue of becoming an apprentice.

7.5.2 Subject to paragraph 7.5.1 hereof, the wages of an adult apprentice, including the wages of probationers for apprenticeship, shall be those payable to adult apprentices in Table 1 - Rates of Pay, Part B Monetary Rates.

7.5.3 Where the work is performed by an adult apprentice, the minimum rates of pay shall be the undermentioned percentage of the award wage of an employee working at the rate provided in Skill Level 4 as prescribed in paragraph 5.4.1 of this award.

	Percentage 4 year term	Base Rate	Supplementary Payment	Arbitrated Safety Net	Award Rate
	%	\$	\$	\$	\$
1st year	82	Refer to Table 1- Rates of Pay of Part B, Monetary Rates			
2nd year	87				
3rd year	92				
4th year	100				

An adult apprentice who enters their apprenticeship at an advanced stage shall be deemed, for the purpose of calculating the appropriate wage rate, to have completed the period by which they have been advanced.

Progress to the next rate of wage shall occur when the balance of the year to which the apprentice has been advanced is completed.

7.6 Proportion of apprentices to skilled adults

7.6.1 Adult apprentices shall be employed as excess apprentices in accordance with the provisions of subclause 7.2 of this award.

7.6.2 Notwithstanding anything elsewhere contained within this award, adult apprentices may be employed in this award subject to approval by the union and the employer, and the relevant state apprenticeship authority.

Form of indenture of adult apprenticeship

- 7.7 Each indenture of adult apprenticeship shall be in the form prescribed in Schedule E of this award provided that references to the parent or guardian shall be deleted.
- 7.8 Adult apprentices day/work shift provisions
- 7.8.1 An adult apprentice (other than an apprentice engaged on block release technical school training) shall be employed only on day work during the period they are required to attend technical school as determined in subclause 7.4.1 hereof.
- 7.8.2 an adult apprentice engaged in block release technical school training may be employed on morning, afternoon or night shift except during their periods of attendance on block release training as determined in subclause 7.4.1 hereof.

8. Enterprise Bargaining

- 8.1 The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the textile industry to enhance the career opportunities, quality of working life and job security of workers in the industry.
- 8.2 An employer, employees and the Union may develop an enterprise agreement in accordance with the provisions of this clause and Schedules "A" and "B" to this award or such other procedures that are agreed in writing between the employer and the State Secretary of the Union. The agreement shall, to the extent of any inconsistency, take precedence over any provisions of this award.
- 8.3 In each workplace in the textile industry seeking to develop an enterprise agreement, an employer, employees and the Union shall establish a consultative committee in accordance with Schedule "A" to this award or such other procedures that are agreed in writing between the employer and the Union.
- 8.4 The basis for the work of the Consultative Committee shall be to consider matters raised by committee members which impact on employees and/or which contribute to the improved operation and efficiency of the enterprise as outlined in subclause 8.1.
- 8.5 The matters raised for inclusion in an enterprise agreement, amongst other things, involve:
- spread of hours;
 - shift work;
 - job redesign and work organisation;
 - work related childcare;
 - vocational training;
 - English language training;
 - foundation education training;
 - arrangement of leave;
 - operation of payment by results systems;
 - occupational health and safety;
 - leave for special purposes;
 - parental leave;
 - job sharing.
- 8.6 An enterprise agreement shall not act to:
- reduce the award rate in accordance with clause 5, Rates of Pay;
 - increase the ordinary hours of work in any roster system beyond an average of 38 hours per week;
 - reduce the quantum of penalty rates in accordance with clause 18, Overtime;
 - reduce the quantum of shift penalties in accordance with clause 20, Shifts;

- reduce the quantum of period of notice in accordance with clause 22, Terms of Engagement;
- reduce the quantum of annual leave and annual leave loading in accordance with clause 35, Annual Leave;
- reduce the quantum of sick leave entitlement in accordance with clause 28, Sick Leave;
- reduce the quantum of holidays in accordance with clause 26, Public Holidays;;
- reduce the quantum of bereavement leave in accordance with clause 32, Bereavement Leave;
- reduce the quantum of accident make up pay in accordance with clause 31, Accident Pay;
- reduce the quantum of unpaid leave in accordance with clause 34, Parental Leave;
- reduce the quantum of severance pay in accordance with clause 52, Redundancy;
- reduce the quantum of superannuation contributions in accordance with clause 53, Superannuation;
- reduce the provisions of clause 13, Payment by Results System and clause 48, Outdoor Workers.

9. Rates For Juniors

- 9.1 The minimum award rates to be paid to junior employees other than apprentices shall be the undermentioned percentages of the weekly award wage for Skill Level 2 as specified in Table 1 - Rates of Pay of Part B.

	%	Base Rate \$	Supp. Payment \$	Award Rate \$
At 16 years of age and under	50			
At 16½ years of age	55			
At 17 years of age	59			
At 17½ years of age	64	(Amounts as set out in Table 1 - Rates of Pay of Part B)		
At 18 years of age	69			
At 18½ years of age	75			
At 19 years of age	80			
At 19½ years of age	85			
At 20 years of age and over		the appropriate adult rate		

Provided that the rates of pay for juniors as storemen/women shall be deemed to be adjusted in like manner and with the same operative date in accordance with the increases or decreases awarded to the corresponding junior employees under the relevant State award in force from time to time. Provided further that junior warehouse employees' rates of pay shall be adjusted in like manner subject to the application of subclause 5.8.5, Warehouse Employees - Rates of Pay, of clause 5, Rates of Pay.

- 9.2 The total wage shall be calculated to the nearest five cents, any fraction of five cents in the result not exceeding two cents to be disregarded.
- 9.3 Changes in rates shall be effective from the beginning of the first pay period to commence after the attainment of the prescribed age.
- 9.4 Notwithstanding anything elsewhere contained in this clause, a junior employee after three years' experience in the textile industry or upon attaining the age of 20 years shall be paid the appropriate rate prescribed for an adult employee in the classification in which he/she or she is employed.

10. Additional Payments

- 10.1 Blending - An employee employed as a blender or blending machine attendant who in the course of duty is required to blend cow hair, goat hair, angora rabbit hair and/or rabbit kemp with other fibres, shall be

- paid an additional allowance at the rate per week as set in Item 2 of Table 2 - Other Rates and Allowances of Part B whilst so engaged.
- 10.2 Cards - Hand Stripping - An employee engaged in hand stripping of cards shall be paid per complete set the amount set in Item 3 in addition to an employee's ordinary rate of pay which shall be for all purposes of the award.
- 10.3 Dust Chamber - Employees who in the course of their normal duties in any week are called upon to work in a dust chamber in a cotton mill shall be paid the sum as set in Item 4 for that week.
- 10.4 Dye House - Bleach House - Employees engaged in dye houses, operators of machines in the wool scouring and wet finishing departments, employees working on liquor tanks in bleaching departments, employees working in the colour kitchen or employees engaged in the washing of screens shall be paid an additional allowance per week as set in Item 5. In addition, employees also engaged in the loading or unloading of Kiers or entering vaporloc machines shall be paid a further additional allowance per week as set in Item 6.
- 10.5 First-aid Attendant - An employee who is appointed by the employer as a first-aid attendant shall be paid an allowance per week as set in Item 7.
- 10.6 Instructors - An instructor (as defined) shall be paid per week as set in Item 8 which shall be treated as part of his/her or her wage for all purposes of the award except incentive payments. This extra rate shall not apply to employees covered by clause 14.
- 10.7 Shoddy-Shaking Machines - Employees engaged on any type of shoddy-shaking machines in the course of duty shall be paid an additional amount at the rate per week as set in Item 9 as dirt money whilst so engaged.
- 10.8 Size Troughs - Sewing Threads - Polisher machine operators engaged in the cleaning of size troughs and brushes in the sewing thread section shall be paid an additional amount per week as set in Item 10.
- 10.9 Soda-Ash - Employers shall provide proper facilities for the protection of employees engaged in loading and unloading soda ash from delivery vehicles by hand. In the event of such facilities not being so provided, the employer shall pay each employee whilst so engaged the sum per hour extra as set in Item 11.
- 10.10 Unwashed Rags - Employees sorting unwashed rags shall be paid the sum as set in Item 12 per week as a special allowance.
- 10.11 Waste Room - Willey Hands - Willey hands in waste room shall be paid per week as set in Item 13 in addition to ordinary rates.
- 10.12 Wool Scouring Pits - An employee required to clean wool scouring pits which are in an unusually dirty and/or offensive condition shall be paid at double ordinary rates whilst employed in the cleaning of the pits.
- 10.13 Wool Waste and Rags - Picking Over - For picking over bales of wool waste or rags which are in an offensive or obnoxious condition, an employee shall be paid per bale as set in Item 14, in addition to his/her ordinary pay.
- 10.14 Flax Scutcher - Employees operating flax scutchers, tow on breaker and finisher cares shall be paid an additional allowance at the rate per week as set in Item 15.
- 10.15 Weekly allowances shall be calculated to the nearest 10 cents, any fraction below five cents to be disregarded, provided that the allowances contained in this clause shall be calculated to the nearest cent, any fraction below half a cent to be disregarded.

11. Payment of Wages

Wages shall be paid as follows:

- 11.1 Employees who actually works 38 ordinary hours each week - In the case of an employee whose ordinary hours of work are arranged in accordance with paragraphs 16.2.1 and 16.2.2 so that the employee works 38 ordinary hours each week, wages shall be paid weekly, fortnightly or monthly according to the actual ordinary hours worked each week, fortnight or month.
- 11.2 Employees who work an average of 38 ordinary hours each week - Subject to subclause 11.3 hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with paragraphs 16.2.3, 16.2.4 and 16.2.5, so that the employee works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly, fortnightly or monthly, according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

SPECIAL NOTE: Explanation of Averaging System - As provided in this subclause, an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

- (1) Clause 16, Implementation of 38-Hour Week, provides in paragraphs 16.2.3 and 16.2.4 that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that the employee is entitled to a day off, on a fixed or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (2) If the 38-hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks they worked 40 ordinary hours each week and in the fourth week the employee worked 32 ordinary hours.

In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in clause 5, Rates of Pay, and shall be paid each week even though more or less than 38 hours are worked that week. In effect, under the averaging system, the employee accrues a credit for each day the employee works actual ordinary hours in excess of the daily average of which would otherwise be 7 hours 36 minutes. This credit is carried forward so that in the week of the cycle that the employee works on only four days, the actual pay would be for an average of 38 ordinary hours even though that week the employee works only a total of 32 ordinary hours. Consequently, for each day an employee works eight ordinary hours they accrue a credit of 24 minutes (0.4 hours). The maximum credit the employee may accrue under this system is 0.4 of an hour on 19 days; that is, a total of 7 hours 36 minutes.

- (3) Clause 16, Implementation of 38-Hour Week, provides in paragraph 16.2.5 that in implementing a 38-hour week an employee may accrue rostered days off to a maximum of six days. In such cases, the averaging system as detailed in 11.2 herein applies.
- (4) As provided in subclause 11.3 of this clause, an employee will not accrue a credit for each day they are absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, accident pay, bereavement leave or jury service. When an employee is absent from duty because of annual leave, long service leave, public holidays, paid sick leave, accident pay, bereavement leave or jury service, the entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.
- (5) Where in establishments the 38-hour week is implemented in accordance with paragraphs 16.2.3, 16.2.4 and 16.2.5 hereof and where payment is made in accordance with this clause, an employee who works an afternoon or night shift who is entitled to payment of shift allowance as

provided by clause 20, Shifts, shall accrue a credit of a shift allowance in direct proportion to the ordinary hours accrued for the purpose of a rostered day off.

11.3 Absences from Duty -

11.3.1 An employee whose ordinary hours are arranged in accordance with paragraphs 16.2.3, 16.2.4 and 16.2.5 and who is paid wages in accordance with subclause 11.2 hereof and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, accident pay, bereavement leave or jury service) shall, for each day absent, lose average pay for that day calculated by dividing their average weekly wage rate by five.

An employee who is so absent from duty for part of a day shall lose average pay for each hour or part thereof they are absent at an hourly rate calculated by dividing the average daily pay rate by eight.

11.3.2 Provided further, when such an employee is absent from duty for a whole day without payment the employee will not accrue a credit because they would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which they would otherwise have been paid. Consequently, during the week of the work cycle the employee is to work less than 38 ordinary hours they will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the credit the employee does not accrue for each whole day during the work cycle they are absent.

The amount by which an employee's average weekly wage will be reduced when absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, bereavement leave, jury service or any stand downs by the employer), is to be calculated as follows:

Total of credits not	x	average weekly pay
accrued during cycle		38

Examples - An employee's ordinary hours are arranged so that he/she works eight ordinary hours on five days of each week for three weeks and eight ordinary hours on four days of the fourth week.

(1) Employee takes one day off without authorisation in first week of cycle:

Week of Cycle		Payment
1st week (i.e., less 1/5th)	=	average weekly pay less one day's pay
2nd and 3rd weeks	=	average weekly pay each week
4th week	=	average weekly pay less 0.4 hours x average weekly pay 38

(2) Employee takes each of the four days off without authorisation in the fourth week:

Week of Cycle		Payment
1st, 2nd and 3rd weeks	=	average weekly pay each week
4th week	=	average weekly pay less 4/5th of average weekly pay for the four days absent less total of credits not accrued that week

$$= \frac{1/5\text{th average weekly pay less } 4 \times 0.4 \text{ hours}}{\text{average weekly pay}} \times 38$$

$$= \frac{1/5\text{th average weekly pay less } 1.6 \text{ hours}}{\text{average weekly pay}} \times 38$$

- 11.4 In establishments where wages are paid weekly, fortnightly or monthly (when it is pay week) such payment shall be made not later than Thursday excepting the Easter Holiday period when wages shall be paid on the Wednesday prior to Easter; provided that shift workers finishing work on Friday mornings shall be paid their wages before ceasing work.
- 11.5 Wages shall be paid during working hours. Any employee kept waiting for wages beyond the ordinary working hours shall be paid at overtime rates for such waiting time.
- 11.6 The provisions of subclauses 11.4 and 11.5 of this clause shall not have application in circumstances where it is not reasonably practicable for a Company to comply with its obligations thereunder on account of causes for which it cannot reasonably be held responsible. Proof of the existence of such a circumstance shall be upon the Company. In such circumstances, the Company shall pay wages as soon as it is reasonably practicable for it to do so. Provided further that if an employee is stood down on the normal payday the employee may collect their wages without being entitled to a penalty payment for that attendance pursuant to subclause 22.7 of the award.
- 11.7 Where the services of an employee are terminated, their wages shall be paid on the day of dismissal or forwarded by post on the day arranged in accordance with paragraphs 16.2.3, 16.2.4 and 16.2.5. If the employee is paid average pay and they have not taken the day or days off due, during the work cycle in which their employment is terminated, the wages due to the employee shall include the total of credits accrued during the work cycle as detailed in the Special Note following subclause 11.2; provided further that where the employee has taken a day or days off during the work cycle in which their employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the cycle.
- 11.8 Not more than two days pay of each employee shall be kept in hand by an employer.
- 11.9 Payment of wages is to be made on the day before a holiday if a holiday falls on the pay day. Provided that such payment may not include overtime, piecework and/or bonus earnings earned on the last day preceding a holiday. These payments may be made on the subsequent pay day.
- 11.10 On or prior to pay day the employer shall notify each employee in writing of:
- 11.10.1 the gross amount of wages inclusive of overtime and other earnings;
 - 11.10.2 the amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee;
 - 11.10.3 the amount paid for payment by results work;
 - 11.10.4 the amount paid for payment for supplementary payment, if applicable;
 - 11.10.5 the amount paid as shift allowance, if applicable.
 - 11.10.6 details of make-up of payment made in respect of annual leave when leave is taken or on termination of employment;
 - 11.10.7 the amount deducted for taxation purposes;
 - 11.10.8 particulars of all other deductions;

- 11.10.9 the net amount paid; and
- 11.10.10 the amount of weekly superannuation contribution paid by the employer each week in accordance with clause 53, Superannuation, unless some other method has been agreed in writing between the respondent employer and State Secretary of the Union.

The notice detailing the above particulars shall remain the property of the employee.

- 11.11 Where an employer and a simple majority of employees agree, the employees may be paid wages by cheque or by direct payment into the employee's bank account without a requirement for the employer to provide encashment facilities. Any employee who receives payment of wages through the use of a cheque or any electronic transfer system shall, if wages are not available for encashment by the assigned date, be entitled to the following compensation:
- 11.12 Payment of 7.6 hours at ordinary-time rate of pay for each day of delay in receipt of wages provided the foregoing shall not apply if any delay is due to a problem outside the employer's or agent's control or responsibility.
 - 11.12.1 This provision shall only relate to late payment situations and will have no application where miscalculation of wages and/or allowances have occurred through clerical error.
 - 11.12.2 The onus of advising and proving the late payment or entry shall be with the employee. In any case an employer shall not be liable for more than 15.2 hours at ordinary rate of pay.
- 11.13 Wages may be paid fortnightly or monthly subject to agreement being reached with the employee.
- 11.14 Calculation of Hourly Rate - Except as provided in paragraph 11.3.1 of this clause, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

12. Deductions from Wages

- 12.1 Except as provided in subclause 12.2 of this clause no deductions shall be made from the wages of any employee for any purpose except with the written consent of the employee or by reason of statutory compulsion or any order of a court.
- 12.2 An employer shall have the right to deduct from an employee's wages any monies overpaid through clerical and/or computer error. The method to recover such overpayment shall be mutually agreed between the employer and the employee, provided further that where an employee subsequently leaves or is discharged from the service of the employer, the employer may deduct from whatever remuneration is payable upon the termination of the employment an amount equal to the amount of overpayment.

12A. Deduction of Union Membership Fees

- 12A.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - 12A.1.1 the employee has authorised the employer to make such deductions in accordance with subclause 12A.2 herein;
 - 12A.1.2 the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - 12A.1.3 deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - 12A.1.4 there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).

- 12A.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 12A.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- 12.A.3.1 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
- 12.A.3.2 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.
- 12A.4 Where an employee has already authorised the deduction of Union membership fees in writing from his/her 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.
- 12A.5 The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly or monthly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- 12A.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 12A.7 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/her or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.

13. Payment By Results Systems

13.1 Commitment to payment by results - piece work and/or bonus

Parties to this award are committed to the development of a payment by results system which is compatible with the skills based classification structures as outlined in clause 5 of this award and which contributes to the efficiency of the enterprise.

13.2 Operation of payment by results systems - piece work and/or bonus

An employer may maintain, alter or institute a system of individual and/or group payment by results subject only to the provisions and limitations set out in this clause.

13.3 Payment by results earnings

13.3.1 The employer must calculate the minute pay rate for each standard time minute by dividing the total award rate for the appropriate skill level by 2280 wherever appropriate.

13.3.2 An employer may depart from clause 13.3.1 only with the consent of the relevant state secretary of the union, or their nominee.

13.3.3 Where an employer is currently paying a bonus minute rate higher than the above, the higher rate must continue to be applied and must be increased in accordance with any variation in the relevant skill level wage rate.

- 13.3.4 An employer must calculate the payment by results earnings of an employee in accordance with clause 13.3.1 or 13.3.3 of clause 13.3 by multiplying the minute pay rate by the excess of the standard time produced over real time worked under payment by results.
- 13.3.5 An employer must pay the employee their payment by results earnings calculated in accordance with clause 13.3.1 or 13.3.3 of clause 13.3. in addition to the total award rate appropriate to their skill level.
- 13.3.6 Where an employee earns payment by results earnings for work performed in any day, such earnings must be credited to the employee and must not be reduced because the employee fails to earn payment by results earnings in any other day.
- 13.3.7 A junior or an apprentice employed under clauses 6 and 9 and respectively of this award must have their task set and be deemed to be producing bonus minutes when they have produced that number of minutes in proportion to the ordinary daily adult task or number of minutes as their rate of pay is in proportion to the appropriate adult award rate.
- 13.3.8 Payment by results employees must for the period they are employed at their occupation, be paid the payment by results rates applicable to their skill level and the time rate for their skill level for any period during which they are prevented from working at their payment by results rates because of machine breakdown, shortage of materials or lack of work, or transfer to other duties for which no payment by results rates are available or at which the operators are insufficiently skilled to earn in excess of their skill level time rates.
- 13.3.9 An employer subject to the provisions of clause 13.4 of this clause may fix or alter a time standard in respect of any article, provided such time standard is set to enable adult employees of average capacity in any given period to earn at least 15% more than the total award rate for their respective skill level.

13.4 Time standards

An employer must calculate the time standard allowed for the performance of work according to the following:

- 13.4.1 An employer must consult with the payment by results employees and union representative(s) prior to the finalisation of any time standard fixed under this clause and must provide to those employees and the union representative(s) the basis upon which the payment by results system is calculated, including the appropriate allowances and the likely weekly earnings on such time standard.

On application by the national secretary or state secretary of the union, the employer must make available the basis of such a system.

- 13.4.2 Once a time standard has been fixed under this clause, it must not be altered except where any of the following circumstances occur:-

there is a change in the manufacturing methods;

there is a change in the machines or equipment or materials used;

to correct an agreed error in the existing time standard;

by agreement between the employer, the payment by results employees, and the union representative(s)

- 13.4.3 An employer must clearly display a copy of the time standard for each payment by results operation in each work area in each enterprise. The copy of the time standard must be updated within twenty-four hours of any changes to the time standards.

- 13.4.4 Once a time standard has been fixed under this clause, it must be recorded in a register and signed and dated by the employer and union representative(s)
- 13.4.5 The employer must also display in each work area in each enterprise a conversion table to enable an employee to convert time standards into monetary amounts.
- 13.5 Where an employee has worked part of the week on payment by results; they will be entitled to their earnings in full for the actual time worked on payment by results if the earnings are higher than the appropriate award rate for such time.
- 13.6 As far as practicable, different grades of work will be equitably divided between payment by results employees.
- 13.7 An employee operating under this clause who also instructs a trainee(s) must receive in addition to payments by results earnings other amounts for the first, second, third and subsequent weeks. These additional payments are set out in Table 2 - Other Rates and Allowances.
- Provided that the amounts contained in subclause 13.7 will be calculated to the nearest 10 cents, any fraction below 5 cents to be disregarded.
- 13.8 Weavers on commencing a warp must be provided with a ticket on which will be entered particulars of the class of work, the number of picks per centimetre length of cut, speed of loom and the price per cut.
- 13.9 An employee operating under a piecework system (adult or junior) called upon to perform work before the usual starting time or after the usual finishing time on any day Monday to Friday inclusive must be paid in addition to their normal payment by results.
- 13.9.1 for the first three hours on any one of such days - at the rate per hour equivalent to one-seventy-sixth of the weekly award rate prescribed for an adult employee employed on the same work;
- 13.9.2 for any overtime extending beyond such three hours - at the rate per hour equivalent to one-thirty-eighth of the weekly award rate prescribed for an adult employee employed on the same work.
- Juniors under eighteen years of age, who work overtime extending over ten hours in any week, must, for any overtime beyond such ten hours, be paid the rate prescribed by paragraph 13.9.2.
- 13.10 If the union claims that any employer has wrongly based a payment by results rate on the time for juniors, it may submit such claims to the relevant Industrial Committee.
- 13.11. Training
- An employer implementing a payment by results system under this clause must provide each employee with appropriate training to ensure that individual performance is the only variable distinguishing employees within a skill level in this award.

14. Mixed Functions

An employee engaged for more than one half of the day or shift on duties under this or any other award or determination or industrial agreement carrying a higher award rate than his/her or her classification shall be paid the higher rate for such day or shift. If for less than one half of one day or shift, he/she or she shall be paid the higher rate for the time so worked.

15. Hours of Work

- 15.1 Subject to clause 16, Implementation of 38-Hour Week, and clause 17, Procedures for In-plant Discussions, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
- 15.1.1 38 hours within a work cycle not exceeding seven consecutive days; or
 - 15.1.2 76 hours within a work cycle not exceeding 14 consecutive days; or
 - 15.1.3 114 hours within a work cycle not exceeding 21 consecutive days; or
 - 15.1.4 152 hours within a work cycle not exceeding 28 consecutive days; or
 - 15.1.5 160 hours within a work cycle not exceeding 28 consecutive days in establishments where the method of banking of rostered days off have been agreed to.
- 15.2 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday (other than seven-day continuous shift workers).
- 15.3 The ordinary hours of work for day workers prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 7.00 a.m. and 7.00 p.m. and by shift workers (not being seven-day continuous shift workers) in not more than five shifts in accordance with the provisions of clause 20, Shifts.
- 15.4 The ordinary hours of work prescribed herein shall not exceed 10 on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or section or sections concerned.
- 15.5 The usual starting and/or finishing time in any factory or part thereof shall not be altered except on seven days notice to the appropriate shop steward or representative of the Union.
- 15.6 Where the ordinary hours of work on any specified day do not exceed six hours, these hours may be worked without a meal break by agreement of the majority of employees and the employer concerned, subject to the provisions of subclause 39.11.

16. Implementation of 38-Hour Week

- 16.1 Ordinary hours of work shall be 38 or an average of 38 per week as provided in clause 15, Hours of Work, clause 20, Shifts, and clause 21, Seven-day Continuous Shift Work.
- 16.2 Except as provided in subclauses 16.4 and 16.5 hereof the method of implementation of the 38-hour week may be any one of the following:
- 16.2.1 by employees working less than eight ordinary hours each day; or
 - 16.2.2 by employees working less than eight ordinary hours on one or more days each week; or
 - 16.2.3 by fixing one day on which all employees will be off during a particular work cycle; or
 - 16.2.4 by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle; or
 - 16.2.5 by accruing an entitlement to rostered days off up to a maximum of seven days and thereby averaging 38 hours over a period not exceeding six months.

- 16.3 In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, such method may be altered by mutual agreement.
- 16.4 Subject to the provisions of subclause 15.4, and paragraph 21.11, the employer and majority of employees in the plant or section or sections concerned may agree that the ordinary working hours are to exceed eight on any day, thus enabling a day off to be taken more frequently than would otherwise apply.
- 16.5 Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.
- 16.6 Notice of Days Off -
- 16.6.1 Except as provided in subclause 16.7 hereof, in cases where by virtue of the arrangement of his/her ordinary working hours an employee in accordance with paragraphs 16.2.3, 16.2.4 and 16.2.5 hereof, is entitled to a day or days off during his/her work cycle, such employee shall be advised by the employer at least four weeks in advance of the day or days he/she is to take off.
- 16.6.2 Where a system of working is adopted to allow one rostered day off in each four-week cycle or the banking of rostered days off an employee shall not be entitled to more than 12 such rostered days off in any 12-month period.
- 16.7 Substitute Days - The day or days scheduled to be the day or days off in accordance with paragraphs 16.2.3, 16.2.4 and 16.2.5 hereof may be worked as an ordinary day or days without penalty when substituted by another day or days by agreement between the employer and the employee concerned or where a number of employees are concerned by agreement between the majority of the employees.

17. Procedures for In-Plant Discussions

- 17.1 Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38-hour week in accordance with clauses 15, 16, 20, and 21 and entailing an objective review of current practices to establish where improvements can be made and implemented.
- 17.2 The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.
- 17.3 The procedures should allow, for the monitoring of agreements and understandings reached in-plant.
- 17.4 There shall be an ongoing character attached to the review of practices to establish where improvements can be made and implemented.

18. Overtime

- 18.1 Payment for Working Overtime - Except as provided in clause 21 for all work done outside ordinary hours the rate of pay shall be time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime work. For the purpose of this clause ordinary hours shall mean the hours worked in an establishment in accordance with clauses 15, 16, 17 and 20. Provided that the ordinary hours of a night shift finishing on Saturday morning shall not be subject to overtime rates.
- 18.1.1 Provided further that an employee required to work overtime on a Saturday shall be afforded at least three hours work or paid for three hours at the appropriate rate except where such overtime is continuous with a shift or rostered work period or overtime commenced on the day previous. The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly wage by 38, even in cases when an employee works more than 38 ordinary hours in a week.

- 18.1.1(i) The 38 ordinary hours of work each week may be worked in four days without incurring overtime penalties provided that the hours on any day shall not exceed 10 and provided the provisions of paragraph 20.1.5(iii) of clause 20, Shifts, are observed and provided further that mutual agreement is obtained.
- 18.2 Employees required to work overtime for more than two hours without being notified on the previous working day or earlier that they will be required to work shall be paid a meal allowance as set out in Item 17 of Table 2 - Other Rates and Allowances of Part B. When the employee so requests, such payment shall be made before the overtime is worked. If the notice is given and overtime is not worked (except as a result of a breakdown in machinery or plant) the meal allowance prescribed herein shall be paid. An employee who was required to work overtime of not less than two hours and was notified the previous day, but subsequently is informed on the following day that overtime is not required, shall be paid one hour's pay at the rate of time and one-half.
- 18.2.1 Irrespective of whether or not a meal allowance is paid as a result of working overtime a second meal break shall be taken not later than four hours after the completion of the first meal break where such overtime continues after the second meal break.
- 18.3 Employees under 18 years of age required to work overtime shall be paid overtime at the rate of time and one-half to a maximum of three hours in any one day Monday to Saturday inclusive and 10 hours in one week, and double time thereafter.
- 18.4 Employees under the age of 16 years shall not work overtime for more than two hundred hours in a calendar year. Provided that further overtime shall be allowed when the Union cannot supply competent and suitable labour, and the consent of the Union is first obtained.
- 18.5 Rest Period After Overtime - When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- 18.5.1 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- If on the instructions of his/her employer such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee shall be paid at double rates until released from duty for and shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 18.5.2 The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for 10 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.
- 18.6 Call Back - An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid a minimum of three hours work at the appropriate rate for each time so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific

job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclauses 18.2 and 18.5 of this clause where the actual time worked is less than three hours on such recall or each of such recalls.

18.7 Requirement to work reasonable overtime

18.7.1 Subject to paragraph 18.7.2 an employer may require an employee to work reasonable overtime. The method of remuneration for such overtime shall be at overtime rates or by agreement in accordance with clause 19, Time Off in Lieu of Overtime.

18.7.2 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.

18.7.3 For the purposes of paragraph 18.7.2 what is unreasonable or otherwise will be determined having regard to;

- (a) Any risk to employee health and safety;
- (b) The employee's personal circumstances including any family and carer responsibilities;
- (c) The needs of the workplace or enterprise;
- (d) The notice (if any) given by the employer of the overtime and by the employee of his/her or her intention to refuse it; and
- (e) Any other relevant matter.

18.7.4 The organisation party to this award shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with this subclause.

18.7.5 Transport of Employees - when an employee, after working overtime or a shift for which they have not been regularly rostered, finishes work at a time when the usual or other reasonable means of transport are not available, the employer shall provide the employee with transport home or pay the employee's ordinary wages for the time reasonably occupied in reaching their home.

19. Time Off in Lieu of Overtime

19.1 Such arrangements shall be done on an individual basis, i.e., agreement must be reached between an individual employee and the employer.

An employee retains the choice of working overtime for time off in lieu or overtime for payment.

19.2 Substitute time may be banked to a maximum of 38 hours at any one time.

19.3 Overtime hours worked on Monday to Friday will qualify for an equal number of ordinary hours time off, e.g., 4 hours worked equals 4 hours off.

19.4 Overtime hours worked on Saturdays will accrue at the rate of time and a half for the first 3 hours worked, and double time for each subsequent hour.

19.5 Overtime hours worked on Sunday will accrue at the rate of double time for each hour worked.

19.6 Time off that is accrued is to be paid at the current rate of pay when taken.

19.7 If called upon to work at any agreed time-off period the following shall apply:

19.7.1 the employer and the employee may agree upon an alternative period of time to be taken off in substitution; or

19.7.2 if there is no agreement to an alternative period of time to be off in substitution, then the following shall apply:

- (i) employees shall be paid at the appropriate overtime rate for that period of the time accrued worked; and
- (ii) the time banked will remain unchanged.

19.8 Any untaken accrued time off shall be taken and paid for at the time of taking the annual leave or other mutually agreed period or upon termination.

20. Shifts

20.1 The following shifts may be worked in the industry:

20.1.1 "Day shift" shall mean a shift worked between the hours of 7.00 a.m. and 7.00 p.m. provided that in cases where employees are required to work overtime commencing at 6.00 a.m. for a period exceeding four consecutive weeks they shall be deemed to be engaged on a "morning shift".

20.1.2 "Morning shift" shall mean a shift commencing at 6.00 a.m.

20.1.3 "Afternoon shift" shall mean a shift finishing time after 6.00 p.m. but not later than midnight.

20.1.4 "Night shift" shall mean a shift finishing time which shall be after midnight but not later than 8.00 a.m.

20.1.5 "Permanent night shift" shall mean a shift which is applicable to an employee who:

- (i) during a period of engagement 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.

20.1.6 "Short shift" shall mean a shift of not less than 20 ordinary working hours per week.

Provided that to meet extraordinary circumstances, the foregoing hours may be varied by mutual agreement in writing between the employer concerned and the Secretary of the Union.

Provided further that by mutual agreement between the employer and the employees and with the concurrence of the Union, the hours of duty prescribed herein for a night shift worker may be worked in four shifts. Under any such arrangement, all hours of duty beyond nine hours, even if they come within the starting and finishing time of a shift, shall be paid for at overtime rates.

20.2 Subject to the provisions of this clause employees under 18 years of age are prohibited from working after 11.00 p.m. but shifts for employees under eighteen years of age may be worked between the hours of 6.00 a.m. and 11.00 p.m. subject to the following conditions:

20.2.1 Such employees shall in addition to their ordinary rate, be paid per shift (other than a day shift as defined in subclause 20.1 hereof) an amount equal to 15 per cent of one-fifth of the award wage for Skill Level 2.

- 20.2.2 No employees under 16 years of age shall be employed before 7.00 a.m.
- 20.3 Employees eighteen years of age or over engaged on shifts (other than the day shift as defined herein) shall, in addition to their ordinary rates, be paid per shift an amount equal to 15 per cent of one-fifth of the award wage for Skill Level 2 in clause 5, Rates of Pay, irrespective of whether such shift is regarded as morning, afternoon or night shift, whether permanent or rotating.
- Provided that employees engaged on a permanent night shift shall in addition to their ordinary rate be paid per shift an amount equal to 30 per cent of one-fifth of the award wage for Skill Level 2 in the said clause 5.
- 20.4 As far as practicable, employees shall work shifts in rotation.
- 20.5 Short shifts of employees over eighteen years of age may be worked at the discretion of the employer. For work done on such shifts, other than the shift as defined in subclause 20.1 hereof, employees shall in addition to their ordinary rate be paid an hourly rate based upon an amount equal to 15 per cent of one-fifth of the award wage for Skill Level 2 in the said clause 4, and the resultant amount to be divided by 8.
- 20.6 All time worked by a shift worker other than a seven-day continuous shift worker as defined between midnight on Sunday and 7.00 am. on Monday shall be paid for at the rate of time and a half for the first three hours and double time thereafter.
- 20.7 Starting the week's hours on a Sunday night any employee who is employed on a Sunday shall, for all time worked on that day be paid at the rate of double time. Provided that where by mutual agreement between an employer and his/her employees and with the consent of the Union, shifts are rearranged to commence on Sunday instead of Monday, ordinary rates shall be paid for Sunday work.
- 20.8 An employee who is required to change from one shift to another without two working days' notice of such change of shifts shall be paid the amount extra as set in Item 18 of Table 2 - Other Rates and Allowances of Part B as compensation, but this shall not apply during any period where power restrictions are operating.
- 20.9 Shift workers may be required to work until the completion of their shifts on holidays without the payment of holiday rates, provided they are not required to work on the night shift commencing on a holiday. Where a holiday prescribed by this award is observed on a Monday, shift workers may be given time off on the shift commencing on the Sunday night preceding a holiday and in such event shall be required to work on the usual night shift commencing on the holiday without additional pay.
- Provided further that where an employee works two complete shifts on a holiday, both shifts shall be paid for as holiday shifts.
- 20.10 Except for the regular changeover of shifts, no employee shall be required to change from one shift to another without a break of at least 12 hours.
- 20.11 The additional shift rates fixed in subclauses 20.2, 20.3 and 20.5 hereof shall be calculated to the nearest cent with any fraction of a cent in the result less than half a cent being disregarded.

21. Seven-Day Continuous Shift Work

- 21.1 "Seven-day continuous shift work" means work carried out with consecutive shifts of employees throughout the 24 hours of each of the seven days of the week without interruption except during breakdowns or due to unavoidable causes beyond the control of the employer.
- 21.2 "Sick Pay" - Subject to the provisions of subclause 21.11 where the ordinary hours of a roster provide for a rostered overtime shift then employees shall be entitled to claim sickness benefits at ordinary rates for absences occurring through illness on the rostered overtime shift.

- 21.3 "Overtime" work performed by seven-day continuous shift workers shall be paid at the rate of double time.
- 21.4 Seven-day continuous shift workers for work done on a rostered shift, the major portion of which is performed on a Saturday, shall be paid at the rate of time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premium elsewhere prescribed.
- 21.5 Seven-day continuous shift workers for work done on a rostered shift, the major portion of which is performed on a Sunday, shall be paid at the rate of double time. Such extra rate shall be in substitution for and not cumulative upon the shift premium elsewhere prescribed.
- 21.6 Seven-day continuous shift workers for work done on a rostered shift, the major portion of which is performed on a public holiday, shall be paid at the rate of double time. Such extra rate shall be in substitution for and not cumulative upon the shift premium elsewhere prescribed.
- 21.7 A seven-day continuous shift worker who is rostered to work regularly on Sundays and holidays, when his/her rostered day off falls on a public holiday prescribed by this clause shall at the discretion of the employer, be paid for that day at the ordinary rate or have an additional day added to his/her annual leave. This subclause shall not apply when the holiday on which he/she is rostered off falls on a Saturday or Sunday.
- 21.8 In any area where by reason of the legislation of a State, "summer time" is prescribed as being in advance of the standard time of that State, the length of any shift:
- 21.8.1 commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- 21.8.2 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 in each case to be set to the time fixed pursuant to the relevant State legislation.
- In this subclause the expressions "standard time" and "summer time" shall bear the same meaning as are prescribed by the relevant State legislation.
- 21.9 Save as aforesaid, all the provisions of the award shall apply to seven-day continuous shift workers.
- 21.10 This subclause shall apply to shift workers on continuous work as hereinbefore defined. The ordinary hours of shift workers shall, average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days; provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period not exceeding 28 consecutive days. Subject to the following conditions, such shift workers shall work at such times as the employer may require:
- 21.10.1 A shift shall consist of not more than 10 hours inclusive of crib time. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.
- 21.10.2 Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- 21.10.3 Twenty minutes shall be allowed each shift for a meal which shall be counted as time worked.

21.11 12-Hour Shifts -

- 21.11.1 The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 ordinary hours in 28 consecutive days.
- 21.11.2 A maximum of 168 hours may be rostered in 28 consecutive days. These hours shall be rostered on the basis that no employee shall be rostered to work more than 4 consecutive shifts.
- 21.11.3 Payment is to be made on the following basis:
 - Monday to Friday: First 10 hours at ordinary rate plus 2 hours at double time plus shift penalty where appropriate.
 - Saturday: time and a half for all hours worked.
 - Sunday: double time for all hours worked.
- 21.11.4 Shift work arrangements shall be agreed between the employer, employees and the Union in the enterprise or sections concerned.
 - The agreements reached will reflect those arrangements best suited to the work of the enterprise and with due regard to employees' health and safety, including:
 - (i) roster arrangements;
 - (ii) supervision;
 - (iii) health counselling and monitoring.
 - These and other matters are outlined in the Code of Conduct on Twelve-hour Shifts - Schedule C of this award.

22. Terms of Engagement

- 22.1 Contract of Employment - Employment shall be by the week, except in the case of part-time workers.
- 22.2 An employee to become entitled to payment under this award shall be ready, willing and available for work at the times and during the hours usually worked by the employee.

Provided that any employee starting work shall be entitled to at least one half day's pay and any pieceworker to one half day's work.

22.3 Termination of Employment - Weekly and Part-time Employees -

- 22.3.1 Notice of Termination by Employer -
 - (i) 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 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

- (ii) If the said notice is given before the first half of any day or shift, then that day or shift shall be counted as part of the notice. If notice is given after the first half of any day or shift then that day or shift shall not be counted as part of the week's notice.
- (iii) In addition to the notice in subparagraph 22.3.1.(i) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service shall be entitled to an additional week's notice.
- (iv) Payment in lieu of the notice prescribed in subparagraphs 22.3.1.(i) and/or 22.3.1.(iii) hereof 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.

- (v) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had employment not been terminated shall be used. All amounts in respect of overaward payments, overtime in the case of an employee who works overtime on a permanent basis and payments under subclauses 10.2 and 10.6, shall be included. Except as aforementioned, all amounts in respect of overtime, payment by results systems, shift allowances and all other penalty or special rates shall be excluded.
- (vi) The period of notice in this subclause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or non-observance of company safety provisions, or in the case of apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- (vii) For the purpose of this subclause, continuity of service shall be calculated in the manner prescribed by subclause 35.5

22.3.2 Notice of Termination by Employee - The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary-time rate of pay for the period of notice.

Provided that after twelve months continuous service an employee on producing evidence satisfactory to the employer may, on compassionate grounds, be not required to give more than one week's notice.

Termination by Agreement - When an employer or employee gives notice of termination of employment, the parties may mutually agree to the employment ending before the expiration of the period of notice, and in such cases wages shall be paid only up to the time of agreed termination.

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

22.3.4 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.

22.3.5 Summary Dismissals - The employer shall have the right to dismiss any employee without notice for conduct justifying instant dismissal including malingering, inefficiency, neglect

of duty or non observance of company safety provisions and in such cases the wages shall be paid up to the time of dismissal only.

- 22.3.6 Unfair Dismissals - 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.

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.

- 22.3.7 Disputes Settlement Procedures - Unfair Dismissals - Any dispute or claim arising under paragraph 22.3 (vi) should be dealt with in the following manner:

- (i) As soon as is practicable after the dispute or claim has arisen, the employee concerned will take the matter up with his or her immediate supervisor, affording him or her the opportunity to remedy the cause of the dispute or claim.
- (ii) Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the employee and his or her immediate supervisor would be inappropriate, the employee shall notify a duly authorised representative of his or her union who, if he or she considers that there is some substance in the dispute or claim, shall forthwith take the matter up with the employer or his or her representative.
- (iii) If the matter is not settled it shall be submitted to the Industrial Committee which shall endeavour to resolve the issue between the parties by conciliation.
- (iv) Without prejudice to either party, work should continue in accordance with the award while the matters in dispute are being dealt with in accordance with this paragraph.

- 22.4 The employer shall have the right to deduct payment for any time the employee cannot be usefully employed because of any strike or through any breakdown of machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

- 22.4.1 Employees may be stood down at any time when no work is offering subject to the following procedure:

- (i)
 - (a) Prior to any stand-down there is consultation with the relevant employees including the duration and reason(s) for such stand-down, the number of employees affected and arrangements for on-going communications between the employees, the Textile, Clothing and Footwear Union of Australia (TCFUA) and the employer;
 - (b) There is agreement between the affected employees and the employer;
 - (c) The TCFUA is advised prior to the proposed stand-down and details thereof-, and
 - (d) There is agreement in writing between the relevant State secretary or his or her representative of the TCFUA and the employer prior to the proposed stand-down. The union will not unreasonably delay the process or withhold its agreement.
- (ii) An employer and the relevant State Secretary of the TCFUA or his or her representative may adopt a different procedure in writing than that contained in subparagraph (1) hereof.

- (iii) Provided that, when a weekly employee has been given notice of termination, he shall not be stood down when no work is offering.
- (iv) Provided also that such standing-down of an employee shall not break the continuity of service for the purposes of annual leave, holidays and sick leave. Employees cannot be stood down due to a lack of work on a public holiday. Employees' entitlements in respect of accrual of annual leave, sick leave and public holidays shall not be reduced as a result of being stood down.

22.5 Notification of Absence -

22.5.1 Subject to paragraph (ii) hereof an employee who is absent from work without the employer's consent for a continuous period exceeding one working day shall on the first day of the absence, if practicable, and in any event within 24 hours of the commencement of such absence or within four hours of the commencement of the next working day or shift inform the employer of the inability to attend for duty and, as far as practicable, state the reason for the absence and the estimated duration thereof.

22.5.2 An employee who proves to the satisfaction of his employer that his failure to give the required particulars of an absence was reasonable in the circumstances shall not be in breach of this subclause.

22.6 Abandonment of Employment -

22.6.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer or without notification to the employer in accordance with subclause 22.5 hereof shall be prima facie evidence that the employee has abandoned their employment.

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

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

22.7 Power and Other Stoppages - In the case of any power stoppage, or breakdown of machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible, any employee required to attend for work in accordance with this clause and does so attend shall be paid as for at least two hours work at time rates. This provision will have no application where the employer can demonstrate that an attempt, for example, telephone call, was made to notify the employee of the non-requirement to attend for duty.

Provided further that payment shall be made at time rates to an employee who is kept on the employer's premises at the direction of the management in excess of two hours.

Where an employee commences work they shall be entitled to be paid as for at least three hours work on that day.

22.8 Termination of Employment Prior to Holiday - Where the employer terminates the employment of an employee within two weeks prior to a day on which a holiday occurs, and such employee is re-engaged within a period of one month after such holiday or holidays, the employee shall be paid for such holiday or holidays prescribed by this award, provided that such employee has been employed by the employer for a period of at least two weeks prior to the termination of employment.

- 22.9 The first month of employment will be on a trial basis and may be terminated by two days notice by either side except during the first week of employment when termination will be by one hour's notice on either side; provided that if the requisite notice is not given during this period the payment or forfeiture of one hour or two days wages, depending upon when termination is effected will be applied.

23. Part-Time Employment

- 23.1 A part-time employee is one engaged for less than 38 hours per week as a day worker or a shift worker. Such employees may be employed subject to the following conditions:
- 23.1.1 They shall be employed for not less than 19 hours in any week.
- 23.1.2 If time workers, they shall be paid for each hour worked at the rate of at least one thirty-eighth of the minimum weekly wage prescribed by this award for the class of work performed by them and, if payment by results workers, they shall be paid at the appropriate payment by results rate payable under this award but in no case shall any of such employees be paid less than so much of the minimum weekly award wage prescribed by the said award as is proportionate to the time worked by them.
- 23.1.3 The payment or deduction of payment in lieu of notice of termination of employment shall be calculated on a proportionate basis. For example, where an employee was rostered for 19 hours in the preceding week, then the pro rata amount is 19/38 of the rate of wage for the classification involved.
- 23.1.4 The total provisions of this award as regards annual leave, sick pay and public holidays shall apply to such part-time employees but they shall be paid in respect of the period of such annual leave and sick pay only in proportion to the average number of hours worked each week during the previous six months or, if there is not a six-month period of employment, then the average on the actual period of employment. Provided that in the case of public holidays a part-time employee shall only be entitled to payment for the number of hours such employee would normally have worked had the day been an ordinary working day.
- 23.1.5 Save as aforesaid, all the provisions of this award shall apply to such part-time employee.

24. Casual Employment

- 24.1 A casual employee is an employee engaged either full-time or less than 38 hours per week to meet short term work demands on the following terms:
- 24.1.1 a 3-hour minimum daily engagement period;
- 24.1.2 an 8-hour minimum engagement in any one week;
- 24.1.3 an 8-week continuous maximum period or 40 working days of employment. This period can be extended subject to the arrangement being confirmed in writing from the Union;
- 24.1.4 a 4-week break in the employment cycle after completing 24.1.3 above;
- 24.1.5 a ratio of 1:15 or fraction thereof shall apply. Any changes to this ratio may be negotiated with the Union in accordance with the Enterprise Bargaining clause with the exception that the agreement shall only be required in writing from the Union.
- 24.2 A casual employee shall be engaged by the hour. Employment shall be terminated by either the giving of one hour's notice by either party or the payment or forfeiture of one hour's wage.
- 24.3 A casual employee shall be paid per hour 1/38 of the weekly award wage prescribed for the relevant classification/wage band plus a loading of 20 per cent. This payment shall compensate for payment of sick leave, annual leave and public holidays.

- 24.4 The relevant penalty rate shall apply for work performed on Monday to Friday outside the normal span of hours as specified in subclause 15.3 on Saturdays, Sundays and public holidays.
- 24.5 Casual employees shall be entitled to superannuation payments after four weeks service.
- 24.6 Where retrenchments occur, casual employees engaged in the same classification/ occupation will be the first to be terminated.

24A. Secure Employment

24A.1. Objective of this Clause

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

24A.2. Casual Conversion

- 24A.2.1. A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- 24A.2.2. Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- 24A.2.3. Any casual employee who has a right to elect under paragraph 24A.2.1, upon receiving notice under paragraph 24A.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 24A.2.4. Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 24A.2.5. Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 24A.2.6. If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 24A.2.3, the employer and employee shall, in accordance with this paragraph, and subject to paragraph 24A.2.3, discuss and agree upon:
- (a) whether the employee will convert to full-time or part-time employment; and

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

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

- 24A.2.7. Following an agreement being reached pursuant to paragraph 24A.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- 24A.2.8. An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

24A.3. Occupational Health and Safety

- 24A.3.1. For the purposes of this subclause, the following definitions shall apply:

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

- 24A.3.2. Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

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

- 24A.3.3. Nothing in this subclause 24A.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and*

Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

24A.4. Disputes Regarding the Application of this Clause

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

24A.5. This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

25. Meal Hours, Meal Intervals and Crib Times

25.1 Day Workers - Two-shift Workers -

25.1.1 A meal interval of not less than 30 minutes and not more than one hour shall be allowed each day or shift.

25.1.2 Unless directed by the employer, no work shall be performed by an employee during the unpaid meal interval.

25.1.3 Time and one-half rates shall be paid to any employee required to work during the unpaid meal interval.

25.1.4 Where two eight-hour shifts are worked and no meal interval is given, 20 minutes shall be allowed, as opportunity offers, to shift workers each shift for crib, which shall be counted as time worked.

25.1.5 Any employee required to work for a period of 12 consecutive hours (including crib breaks) as normal daily hours of work shall be entitled to two separate paid crib breaks, each of 20 minutes duration, which shall be counted as time worked.

25.1.6 No employee shall partake of a meal other than a crib in a production area. In such cases, proper dining accommodation shall be provided in the production area.

25.2 Three-shift Workers - Where three eight-hour shifts are worked and no meal interval is given, 20 minutes shall be allowed, as opportunity offers, to shift workers each shift for crib which shall be counted as time worked, provided that the method of granting crib times may be varied by agreement between the employer and the Secretary of the Union to suit the circumstances of the establishment.

25.3 Short Shift Workers -

25.3.1 Where a short shift of up to and including five hours is worked, 10 minutes shall be allowed, as opportunity offers, to such short shift workers each shift for a rest break which shall counted as time worked.

25.3.2 Where a short shift over five hours and less than eight hours is worked and no meal interval is given, 20 minutes shall be allowed, as opportunity offers, to such short shift workers each shift for crib which shall be counted as time worked.

25.3.3 The provisions of subclause 39.11, Tea Break, shall not apply to short shift workers in respect of whom paragraphs 25.3.1 and 25.3.2 of this subclause apply.

25.4 No employee shall work for more than five hours without a meal break unless by mutual agreement.

25.5 An employee engaged in the maintenance of plant shall, when breakdowns occur, work meal hours at the ordinary rates herein prescribed whenever instructed to do so.

- 25.6 Each employee shall have a meal interval fixed and having been fixed it shall not be altered except by mutual agreement or on seven days notice to a shop steward employed in the mill or factory and, where there is no shop steward, on notice to the Secretary of the Union, or in the event of an emergency such as a power breakdown.

26. Public Holidays

- 26.1. Subject to the limitations mentioned hereinafter, employees shall be entitled to the following public holidays without deduction of pay (which is the ordinary rate of pay an employee would have received for the hours that they would have worked had the day not been a holiday) on the following days:

26.1.1. New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour day or Labour Day, Christmas Day and Boxing day.

26.1.2. Provided that in addition to the public holidays prescribed above the following days shall be observed: Easter Tuesday shall be observed as a holiday except in years when Anzac Day falls on a Tuesday when the holiday shall be observed on the preceding day or where Anzac Day falls on a Thursday or a Friday in which case the holiday shall be observed on the succeeding working day except on a Saturday or a Sunday.

26.2

26.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

26.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

26.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

- 26.3 Where public holidays are declared or prescribed on days other than those set out in 26.1 and 26.2 above, those days shall constitute additional holidays for the purpose of this award.

26.4

26.4.1 An employer, with the agreement of the union which is party to this award, may substitute another day for any prescribed in this clause.

26.4.2

- (a) An employer and the employees may agree to substitute another day or any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
- (b) An agreement pursuant to (a) above shall be recorded in writing and be available to every affected employee.
- (c) The union which is party to this award shall be informed of an agreement pursuant to (a) above and may within seven days refuse to accept it. The union will not unreasonably refuse to accept the agreement.
- (d) If a union, pursuant to (c) above, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees and the union.
- (e) If no resolution is achieved pursuant to (d) above, the employer may apply to the relevant Industrial Committee for approval of the agreement reached with his/her or her employees. Such an application must be made fourteen or more days before the prescribed holiday.

26.5 Public holiday penalty loadings

All work done by an employee on the holidays prescribed in subclause 26.1 of this clause shall be paid for as follows, subject to the other provisions of this clause -

26.5.1 Time workers - time and a half of the ordinary rate in addition to the ordinary rate.

26.5.2 Piece workers - time and a half of the ordinary rate payable to employees on time worked doing the same class of work in addition to such piece work earnings.

26.6 Piece workers

An employee working under any system of piece work shall be paid for such holidays at the ordinary rate payable to an employee working as a time worker doing the same class of work.

26.7 Rostered day off or accumulated time off falling on a holiday

In the case of an employee whose ordinary hours of work are arranged in such a manner as to entitle the employee to a rostered day off, the weekday to be taken off shall not coincide with a holiday fixed in accordance with this clause. Provided that, in the event that a holiday is prescribed after an employee has been given or gives notice of a weekday off and the holiday falls on such weekday, the employer shall allow the employee to take an alternative weekday off in lieu of the holiday.

26.8 Termination within twenty-one days of Christmas/New Year and Easter

In the case of an employee with at least one months' service with the employer whose services are terminated by the employer through no fault of the employee within twenty one days prior to the Christmas, New Year or Easter holiday(s), the employee shall be paid for any such holiday the amount the employee would have received had employment not been terminated.

26.9 Full-time employees working non-standard hours

This subclause applies to full-time employees who do not regularly work a five-day, Monday to Friday week.

26.9.1 When a prescribed holiday falls upon a day when the employee would not be working in any event the employee shall receive-

- (a) A day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the employer and the employee); or
- (b) An additional day's wage.

26.9.2 If an employee is rostered to work on the public holiday or its substitute day (except Christmas Day) the employee is entitled to:

- (a) If the employee is not required to work on the public holiday the employee shall receive the payment the employee would ordinarily receive for that day and is not entitled to the substituted day off.
- (b) If the employee is required to work on the public holiday the employee is entitled to receive the normal rates of pay for working that day and the substitute day as a holiday. (If the substitute day is a non-working day for the employee, the employee would receive the compensation described in paragraph 26.9.1 above.)
- (c) If the employee is required to work on the substitute day the employee shall receive the rates of pay for working on a public holiday.

- 26.9.3 If an employee is rostered and required to work on both the "actual" public holiday and its substituted day (this would only occur if the holiday was to fall on a Saturday or a Sunday) the employee would be entitled to:
- (a) A day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the employer and the employee); or
 - (b) Payment at public holiday rates for the day's work for the substituted day, and payment at the normal rates for Saturday or Sunday for the actual public holiday.

26.9.4 Christmas Day Loading

If the employees are rostered to work on a Saturday or Sunday that is a Christmas Day and are required to work, the employee shall receive the normal Saturday or Sunday rate plus a loading of one-half of a normal day's wages for the full day's work and be entitled to the substitute day.

26.10 Permanent part-time employees (non- casual)

Where the normal roster of a part-time employee includes a day that is a holiday, the employee shall receive the normal pay they would have received on that day and enjoy the holiday or receive the appropriate public holiday rate for working whatever hours they work during it.

- 26.10.1 For a part-time employee whose normal roster includes a Saturday or Sunday that would be a prescribed holiday but for the substitution of an alternative day, the following shall apply:
- (a) The employee shall be granted leave with pay on the "actual day" without any substitution; or
 - (b) The employee works on the "actual day" at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day the Christmas Day loading will apply) and is allowed to take another day with pay, which may or may not be the prescribed substitute day, as a holiday; or
 - (c) The employee works on the "actual day" at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day the Christmas Day loading will apply) and receives, in addition, payment at ordinary time rates for an additional day of equal length (with no substitution of an alternative day).
- 26.10.2 If any of these benefits applies, the employee who works on the prescribed substitute day should do so at ordinary time rates.

26.11 Casual employees working on public holidays

A casual employee who works on the day prescribed as the public holiday shall be paid the appropriate public holiday pay as described elsewhere in this award. The employee should receive the ordinary casual rate plus the applicable penalty. That is, the casual loading of twenty per cent and the prescribed holiday rate for non-casual employees of 2.5 times ordinary rates. The casual will be paid 2.7 times the ordinary rate for non-casual employees.

26.12 Absences before or after public holidays

- 26.12.1 Where an employee is absent from employment on the working day or part of the working day before or the working day or part of the working day after a public holiday or group of public holidays to which the employee is entitled, and such absence is without reasonable cause, proof whereof shall be upon the employee, the employee shall not be entitled to payment for the holiday immediately succeeding or immediately preceding the absence, as the case may be.

26.12.2 When an employee is absent through illness or other reasonable cause from their employment for a period exceeding ten working days, the employee shall not be entitled to payment for any holidays occurring during such period of absence.

Provided that where an employer consents to an employee having leave beyond the period mentioned, payment shall be made for such holiday or holidays occurring in the period of absence.

26.13 Minimum hours of work on a public holiday

An employee required to work on a public holiday shall be afforded at least 3 hours work or paid for 3 hours at the appropriate rate except where such work is continuous with a shift or rostered work period or with overtime which commenced on the day previous.

27. Sunday Work

27.1 All work done by an employee on a Sunday shall be paid for as follows:

27.1.1 A time employee shall be entitled to receive payment for the time worked at their ordinary rate in addition to their ordinary rate.

27.1.2 A piece worker shall be entitled to receive payment for the time worked on the basis of the ordinary rate payable to an employee on time work doing the same class of work in addition to the employee's piece work earnings.

27.2 An employee required to work on a Sunday shall be afforded at least 3 hours work or paid for 3 hours at the appropriate rate except where such work is continuous with a shift or rostered work period or with overtime which commenced on the day previous.

28. Sick Leave

28.1 An employee on weekly hiring who is absent from work on account of personal illness, or on account of injury by accident arising out of and in the course of their employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

28.1.1 The employee shall not be paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.

28.1.2 The employee shall, notify the employer prior to the commencement of work or as soon as it is reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their 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. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence the employee shall inform the employer within 24 hours of the commencement of the absence.

28.1.3 The employee shall prove to the satisfaction of the employer (or in the event of a dispute to the Industrial Committee) that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. For such purpose the employer may require an employee to make a statutory declaration or submit a medical certificate of a duly qualified medical practitioner verifying the cause of their absence.

(1) The employee shall not be entitled during their first sick leave year with an employer (that is, from the date of engagement until 31 December next following) to leave in excess of 38 hours of working time. Provided that during the first sick leave year of any period of service with an employer, the employee shall be entitled to sick leave which shall accrue on a pro rata basis of 3.17 hours of working time for each month of service completed with that employer.

- (2) The employee shall be entitled during the second sick leave year of continuous service with an employer to paid leave of absence for not more than 46 hours of working time, subject to any accumulated leave to which the employee may be entitled in accordance with subclause 28.4 hereof.
 - (3) The employee shall be entitled during the third or subsequent sick leave year of continuous service with an employer to paid leave of absence for not more than 61 hours of working time, subject to any accumulated leave to which the employee may be entitled in accordance with subclause 28.4 hereof.
 - (4) **Sickness On Day Off, etc. -**
 - (A) Where an employee is sick or injured on the weekday the employee is to take off in accordance with paragraphs 16.2.3, 16.2.4 or 16.2.5 the employee shall not be entitled to sick pay nor will their sick pay entitlement be reduced as a result of their sickness or injury that day.
 - (B) An employee who is absent on the ordinary working day preceding and/or the ordinary working day following a rostered day off shall not be entitled to payment of sick pay for the day or days unless the employee produces to the employer a certificate from a duly qualified medical practitioner. Providing that if satisfactory evidence of sickness or injury acceptable to the employer is produced then the necessity of a medical certificate may be waived.
- 28.2 For the purpose of this clause, a month shall be reckoned as commencing with the beginning of the first day of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day has in its month and if there be no such day in such subsequent month, shall be reckoned as ending at the end of such subsequent month.
- 28.3 For the purpose of this clause, service shall also be deemed to be continuous in the case of an employee who is terminated by an employer and is re-engaged within three calendar months by that same employer, in such a case an employee on such re-engagement shall be entitled to any sick leave accumulated during the previous period of employment.
- 28.4 Sick Leave shall accumulate from year to year so that any balance of the period prescribed above which has in any year not been allowed to any employee by an employer as paid sick leave may be claimed by the employee and, subject to the conditions hereinbefore prescribed, shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.
- Provided that sick leave which accumulated pursuant to this subclause shall be available to the employee for a period of 12 years but no longer from the end of the year in which it accrues.
- 28.5 A pieceworker entitled to be paid leave of absence under this clause shall be paid at the time rate applicable to their classification.
- 28.6 For the purpose of this clause, a year shall be deemed to be from the first day of January to 31 December inclusive.
- 28.7 Part-time employees shall, in respect of sick leave, be paid only at the rate actually being received by them at such time.
- 28.8 **Transmission of Business -** For the purpose only of sick leave entitlements provided in this clause and where a textile industry business is transmitted from an employer to another employer and a worker who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee within one week of such transmission:
- 28.8.1 the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;

28.8.2 the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be employment of the employee with the transmittee;

28.8.3 "transmission" for the purpose of this subclause includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

29. Personal Carer's Leave

29.1 Use of Sick Leave

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

29.1.2 The employee shall, if required,

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

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

29.1.3 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 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.

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

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

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

Where the parties are unable to reach agreement the disputes procedure at clause 4, Grievance Procedure, should be followed.

29.2. Unpaid Leave for Family Purpose

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

29.3 Annual Leave

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

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

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

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

29.4 Time Off in Lieu of Payment for Overtime

29.4.1 For the purpose only of providing care and support for a person in accordance with subclause 29.1 of this clause, and despite the provisions of clause 19, Time Off in Lieu of Overtime the following provisions shall apply.

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

29.4.3 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

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

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

29.5 Make-up Time

29.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

29.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

29.6 Rostered Days Off

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

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

29.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

29.6.4 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.

29.7 Personal Carers Entitlement for casual employees -

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

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

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

30. Blood Donors

30.1 A weekly employee who attends a recognised clinic for the purpose of donating blood during working hours shall (subject to normal manning requirements) be allowed the necessary leave without loss of pay, provided that he/she shall not be entitled to payment with respect to time lost in excess of two hours on each occasion. An employee shall notify their employer as soon as possible of the time and date upon which he/she is intending to be absent for the purpose of donating blood.

31. Accident Pay

31.1 An employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.

31.2 Definitions - For the purposes of this clause and subject to the terms thereof the words hereunder shall bear the respective definitions set out hereunder:

31.2.1 Workers' Compensation Act means the *Workers' Compensation Act 1987* as amended from time to time, and the *Workplace Management Injury and Workers Compensation Act 1998* as amended from time to time.

31.2.2 Injury - For the purposes of this clause injury shall mean an injury occurring at the place of employment but otherwise shall be given the same meaning and application as applying under the respective Workers' Compensation Act and no injury occurring at the place of employment shall result in the application of accident pay unless an entitlement exists under such respective Act.

31.2.3 Accident Pay -

(i) Total incapacity - In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the Act means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation, including other allowances, paid to the employee during incapacity pursuant to the Act for the week in question and, on the other hand, the total weekly award rate and weekly overaward payment if any being paid to such employee at the date of the injury giving rise to the said payment of compensation together with or less as, the case may be, any variation in award rates which would have been applicable to the classification of such employee for the week in question if the employee had been performing normal duties, providing that in making such calculation any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the employer shall not be taken into account.

(ii) Partial Incapacity - In the case of an employee partially incapacitated within the meaning of the Act means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation paid to the employee during incapacity pursuant to the Act for the week in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the appropriate Accident or Workers' Compensation Tribunal or as agreed between the parties) and, on the other hand, the total weekly award rate and weekly overaward payment if any, being paid to such employee at the date of the injury giving rise to the said payments of compensation together with or less, as the case may be, any variation in award rates which would have been applicable to the classification of such employee for the week in question if he/she had been performing his/her normal duties, providing that any calculation payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and on making such travelling time allowances, penalty rates and any other ancillary payments payable to the employee shall not be taken into account.

The total weekly award rate and weekly overaward payment abovementioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment of compensation under the Act and subsequently such payment is reduced pursuant to the said Act, such reduction shall not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

(iii) Payment for Part of a Week - Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be direct pro rata.

31.3 Qualification for Payment - Always subject to the terms of this clause, an employee covered by this award shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by the employer who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on their behalf, provided that:

31.3.1 Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by they were employed at the time of the incapacity and then only

for such period as the employee receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from the employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

Provided further that in the case of the termination by an employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where:

- (i) the termination is due to serious and/or wilful misconduct on the part of the employee; or
- (ii) arises from a declaration of liquidation of the company in which case the employee's entitlement shall be determined by the appropriate State legislation.

In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the employer of the continuing payment of weekly workers' compensation payments.

31.3.2 Accident pay shall not apply to any incapacity occurring during the first four weeks of employment unless such incapacity continues beyond the first four weeks and then subject to clause 31.3.3 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first four weeks.

31.3.3 Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

31.3.4 An employee on engagement may be required to declare all workers' compensation and/or accident claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay under this award.

31.4 Maximum Period of Payment - The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in clause 31.3.2.

31.5 Absence on Other Paid Leave - An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave, or for any paid public holiday in accordance with the appropriate award provisions.

31.6 Notice of Injury - An employee upon receiving an injury for which they claim to be entitled to receive accident pay shall give notice in writing of the said injury to the employer and of its manner of happening as soon as practicable after the happening thereof and shall provide in writing all other information as the employer may reasonably require.

31.7 Furnishing of Evidence - An employee who has suffered any injury for which they are receiving payment or payments for incapacity in accordance with the provisions of the Act shall furnish evidence to the employer from time to time as required by the employer of such payment and compliance with this obligation shall be a condition precedent to any entitlement under this clause.

Any employee who is receiving or who has received accident pay in respect of any injury shall if required by the employer or other person on their behalf authorise the employer to obtain any information required by such employer concerning such injury or compensation payable in respect thereof from the insurance company that is liable to pay compensation to such employee pursuant to the Act.

31.8 Medical Examination - Nothing in this clause shall in any way be taken as restricting or removing the employer's rights under the Act to require the employee to submit to an examination by a legally qualified medical practitioner, provided and paid by the employer and if the employee refuses to submit to such examination or in any way obstructs the same, the right to receive or continue to receive accident

pay shall be suspended in like manner as the right to compensation is suspended pursuant to the Act until such examination has taken place.

31.8.1 Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

31.8.2 Where an employer is unable to provide work of the nature stipulated by the medical referee an employee shall take all reasonable steps to obtain such work with another employer and in the event of his/her failure to do so payment of accident pay shall cease.

31.9 Redemption of Weekly Payments - Where there is a redemption of weekly compensation payments by the payment under the Act of a lump sum the employer's liability to pay accident pay shall cease as from the date of such redemption.

31.10 Civil Damages Claims -

31.10.1 An employee receiving or who has received accident pay shall advise the employer of any action they may institute or any claim they may make for damages.

Further, the employee shall, if required, authorise such employer to obtain information as to the progress of such action or claim from the employee's solicitors and shall if required provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict or settlement on that injury.

31.10.2 Where an employee obtains a verdict for damages against the employer or is paid an amount of money in settlement of any claim for damages that he/she has made against the employer in respect of an injury for which the employee has received accident pay, the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employee immediately upon payment of such verdict or amount in settlement shall pay to the employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

31.10.3 Where an employee obtains a verdict for damages against a person other than the employer or is paid an amount of money in settlement of any claim for damages that the employee has made against such person in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to his/her employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

31.11 Insurance Against Liability - Nothing in this clause shall require an employer to insure against the liability for accident pay, nor shall it affect the right of an employer to terminate the employment of the employee.

31.12 Variations in Compensation Rates - Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

31.13 Death of Employee - All rights to accident pay shall cease on the death of an employee.

31.14 Disputes - In the event of any dispute arising as to the entitlement of an employee to payment of accident pay in accordance with the provisions of this award the matter shall if any party to this award so requires be referred to the Industrial Committee.

- 31.15 Safety Regulations - Without prejudice to the terms of this clause the Union shall use its best endeavours to have its members carry out all statutory and other regulations applicable to the employment of such members and to further carry out any orders relating to the preservation of safety given by or on behalf of any employer of its members.
- 31.16 An employer shall pay superannuation contributions in accordance with subclause 54.3 to an employee receiving accident pay in accordance with this clause.

32. Bereavement Leave

- 32.1 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 on each occasion of the death of a person prescribed in subclause 32.3 of this clause.
- 32.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- 32.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph 29.1.3 of clause 29, Personal Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 32.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 32.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 29.2, 29.3, 29.4, 29.5 and 29.6 of the said clause 29. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 32.6 Bereavement entitlements for casual employees
- 32.6.1 Subject to the evidentiary and notice requirements in 32.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 29.1.3(ii) of clause 29, Personal Carers' Leave.
- 32.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 32.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

33. Jury Service

- 33.1 An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of the award classification rate the employee would have received had they not been on jury service. An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give his/her employer proof of attendance, the duration of such attendance, and the amount received in respect of such jury service.
- 33.2 Provided that where an employee is working on afternoon or night shift and is required to attend for jury service and is empanelled or is required to remain until the afternoon session of Court, the employee shall not be required to attend for work on the shift occurring on the same day in the case of afternoon shift, or in the case of night shift on the shift preceding the period of jury service, and shall be entitled to

reimbursement as indicated above. Provided that in the case of night shifts this provision shall not apply where the night shift is rostered to finish on the morning the employee is called for jury service.

34. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the employer's decision to be in writing

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

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

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

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

35. Annual Leave

- 35.1 Period of Annual 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) as an employee on weekly engagement in any one or more of the occupations to which this award applies.

An employee on weekly engagement shall accrue annual leave at a rate of 2.923 hours for each 38 ordinary working hours worked.

- 35.2 Seven-day Shift Workers - In addition to the leave hereinbefore prescribed, seven-day shift workers, that is shift workers, who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days leave, including non-working days. Where an employee with 12 months continuous service is engaged for part of the twelve-month period as a seven-day shift worker, the employee shall be entitled to have the period of 28 consecutive days annual leave prescribed in subclause 35.1 hereof increased by 0.78 of one hour for each week the employee is continuously engaged as aforesaid, the employee shall be entitled to have the period of 28 consecutive days annual leave prescribed in subclause 35.1 hereof increased by 0.73 of one hour for each week the employee is continuously engaged as aforesaid, subject to the provisions of clause 35.12.1.

- 35.3 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 26 and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of the employee would have been an ordinary working day there shall be added to the period of annual leave one ordinary working day in respect of each such holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause (proof whereof shall lie upon the employee) to attend for work at the ordinary starting time on the working day 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.

- 35.4 Broken Leave - The annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those two periods must be of at least 21 consecutive days.

Provided that if the employer and an employee so agree then the annual leave entitlement may be given and taken in two separate periods neither of which is of at least 21 consecutive days, or in three separate periods.

- 35.5 Calculation of Continuous Service - For the purpose of this clause, service shall be deemed to be continuous, notwithstanding:

35.5.1 any interruption or determination of the employment by the employer if such interruption or determination has been merely with the intention of avoiding obligations hereunder in respect of leave of absence;

35.5.2 any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or

- 35.5.3 any absence with reasonable cause proof whereof shall be upon the employee.
- 35.5.4 In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this subclause shall inform the employer, in writing if practicable, within 24 hours of the commencement of such absence or within four hours of the commencement of the next working day or shift of their inability to attend and the estimated duration of the absence. A notification given by an employee pursuant to clause 28, Sick Leave, shall be accepted as a notification under this subclause. Any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer, during the absence, notifies the employee in writing that such absence will be regarded as having broken the continuity of service. In cases of individual absenteeism, such notice shall be given in writing to the employee concerned but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant in the manner in which general notifications to employees are usually made in that plant and by posting to the union a copy of same not later than the day it is posted up in the plant.
- 35.5.5 A notice to an individual employee may be given by delivering same to the employee personally or by posting it to the last recorded address, in which case it will be deemed to have reached the employee in due course of post.
- 35.5.6 In calculating the period of 12 months continuous service any absence from work not exceeding 21 working days in a qualifying period of 12 months on account of sickness or accident shall be taken into account in calculating the period of 12 months continuous service. In cases of absences in excess of 21 working days occurring in a qualifying period of twelve months the amount of annual leave entitlement shall be reduced by 2.923 hours for each week in which the absence exceeds 21 working days.
- 35.5.7 In cases where an employee proceeds on leave without pay with the consent of the employer in a qualifying period of 12 months the amount of annual leave entitlement shall be reduced by 2.923 hours for each week.
- 35.6 Calculation of Service - Service before the date of this award shall be taken into consideration for the purposes of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the awards hereby superseded. The annual leave shall be allowed at the rate of 2.923 hours for each one week of continuous service, subject to paragraph 35.11.1 hereof. 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 the employer 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.
- 35.7 Leave to be Taken - The annual leave provided for by this clause shall be taken and except as provided by subclauses 35.12 and 35.13 hereof payment shall not be made or accepted in lieu of annual leave.
- 35.8 Time of Taking Leave - Annual leave shall be given at a time fixed by the employer within a period not exceeding, in the case of an employee taking the leave in one period, six months or, in the case of an employee taking the leave in two or three periods, nine months from the date when the right to annual leave accrued and after not less than four months' notice to the employee.
- 35.9 Leave Allowed Before Due Date - An employer may allow annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.
- 35.9.1 Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued 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, the employer may for each complete week of the qualifying period of 12 months not

served by the employee deduct from whatever remuneration is payable upon the termination of the employment an amount equivalent to 2.923 hours for each week of uncompleted service.

35.10 Payment for Period of Leave - Each employee before going on annual leave shall be paid the wages they would have received in respect of the ordinary time which the employee would have worked had they not been on leave during the relevant period.

35.10.1 Subject to subclause 35.11 hereof, each employee shall, where appreciable, have the amount of wages to be received for annual leave calculated by including the following where applicable:

- (i) Day Workers - The rate applicable to the employee as prescribed by clause 5, Rates of Pay, clause 9, Rates for Juniors and clause 10, Additional Payments, in respect only of subclauses 10.5, First-aid Attendant, and 10.6, Instructors (as defined).
- (ii) Shift Workers - Subject to subclause 35.11.2, the rate prescribed for work in ordinary time by clause 20, Shifts, and clause 21, Seven-day Continuous Shift Work, according to the employee's roster or projected roster including Saturday or Sunday shifts and payment for the regularly rostered eight hours overtime shift which is worked once in every four weeks to maintain the continuity of the roster cycle.
- (iii) The rate payable pursuant to clause 14, Mixed Functions, calculated on a daily basis which the employee would have normally received for ordinary time during the relevant period whether on a shift roster or otherwise.
- (iv) Payment in the case of employees employed on piece or bonus or any other system of payment by results shall be in accordance with subclause 35.14 of this clause.
- (v) Part-time employees shall in respect of annual leave be paid only at the rate actually being received by them at such time.

35.11 Loading on Annual Leave - During a period of annual leave an employee shall in addition to the payment specified in subclause 35.10 hereof receive a loading of 17½ per cent calculated on the rate of wage prescribed by clauses 5 and 9, subject to the provisions of paragraph 35.11.2 hereof.

The loading shall be as follows:

35.11.1 Day Workers - An employee who would have worked on day work only had the employee not been on leave - a loading of 17½ per cent.

35.11.2 Shift Workers - An employee who would have worked on shift work had he/she not been on leave - a loading of 17½ per cent. Provided that where the employee would have received shift loadings prescribed by clause 20, Shifts, and clause 21, Seven-day Continuous Shift Work had he/she not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17½ per cent then the shift loading as prescribed in paragraph (ii) of subclause 35.10.1 of this clause shall be included in the rate of wage prescribed by subclause 35.10 in lieu of the 17½ per cent loading.

Provided further that if the shift loading would have entitled the employee to a lesser amount than the loading of 17½ per cent, then such loading of 17½ per cent shall be added to the rate of wage prescribed by subclause 35.10.1 but not including paragraph (ii) of subclause 35.10.1.

35.11.3 Provided that the loading prescribed in this subclause shall be payable when services are terminated in respect of any untaken part of a full twelve-month entitlement to annual leave for which payment in lieu is made upon the termination of employment by either party.

35.12 Proportionate Payment on Termination - If an employee:

- 35.12.1 after one month's continuous service in the first qualifying twelve-month period with the employer lawfully leaves employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid as follows:
- (1) if other than a seven-day continuous shift worker, at the ordinary rate of wage for 2.923 hours in respect of each completed week of service, the service being service in respect of which leave has not been granted hereunder;
 - (2) if the employee had been employed as a seven-day continuous shift worker for the whole of the period for which they are entitled to proportionate leave - at the employee's ordinary rate of wage or 3.653 hours in respect of each completed week of continuous service, the service being service in respect of which leave has not been granted hereunder;
 - (3) if the employee had been employed as a seven-day continuous shift worker for part only of the period for which the employee is entitled to proportionate leave - at the rate of 2.923 hours as prescribed in subparagraph (1) hereof plus 0.73 hours for each week the employee was continuously employed as a continuous shift worker;
- 35.12.2 If an employee after the completion of the first qualifying twelve-month period leaves their employment or the employment is terminated by the employer for any reason other than serious misconduct, the employee shall be paid at the rate as prescribed in paragraphs (1), (2) and (3) of this subclause together with any additional payment calculated in accordance with subclause 35.14 of this clause.

35.13 Annual Closedown - Where an employer closes down the plant or a section or sections thereof for the purpose of allowing annual leave to the bulk of the employees in the plant or section or sections concerned, the following shall apply:

- 35.13.1 The employer may, by giving not less than two months' notice of the intention to do so, stand off for the duration of the closedown all employees in the plant or section or sections concerned and allow to those who are not then qualified for four full weeks' paid leave on a proportionate basis of 2.923 hours' leave for each completed week of continuous service.
- 35.13.2 An employee who has then qualified for four full weeks' leave and has also completed a further week or more on continuous service shall be allowed the leave and shall, subject to subclause 35.6 hereof, also be paid in respect of each completed week of continuous service performed since the close of the last twelve-month qualifying period.
- 35.13.3 The next twelve-month qualifying period for each employee affected by such closedown shall commence from the first day of January of each year. Provided that all time during which an employee is stood off without pay for the purpose of this subclause shall be deemed to be time of service in the next twelve-month qualifying period.
- 35.13.4 If in the first year of service with an employer an employee is allowed proportionate annual leave under paragraph 35.13.1 hereof and subsequently within such year lawfully leaves employment or the employment is terminated by the employer through no fault of the employee, the employee shall be entitled to the benefit of subclause (1) hereof subject to adjustment for any proportionate leave which the employee may have been allowed as aforesaid; or
- 35.13.5 Alternatively, the employee may close down the plant or a section or sections thereof for two separate periods subject only to the following conditions:
- (a) That the employees concerned be given at least two months' notice of the proposed closures.

- (b) That the longer of the two periods of leave shall be at least 21 consecutive days. Such longer period of leave shall be granted by the employer during the December-January period unless otherwise decided by a Industrial Committee.
 - (c) That the balance of the period of annual leave shall be taken not later than September, or by mutual agreement may be extended to 31 October. This provision shall only apply to leave that has accrued in the previous 12 months.
 - (d) That the employer makes known to the employees not less than two and not more than three proposals when the remainder of the period of leave is to be given and taken. At least one of such proposals shall apply to Easter or an end-of-term school holiday period.
 - (e) That an employer in conjunction with an official of the Union or a Shop Steward shall by means of a secret ballot and not otherwise determine which of the two or three proposals is acceptable to a majority of the employees.
- 35.13.6 Each employee affected shall be credited with paid leave on a proportionate basis of 2.923 hours in respect of each completed week of continuous service while qualifying for four weeks leave during the 12 months ending on the day immediately preceding the re-opening of the plant after each December closedown.
- 35.13.7 Except to the extent that an employee has leave to their credit under the provisions of clause 35.13.6 at the end of the December closedown, the employee shall be stood off without pay during the period of the December and/or second closedown.
- 35.13.8 If in the first year of service with an employer an employee is allowed proportionate annual leave under this subclause and subsequently within such year lawfully leaves employment or employment is terminated by the employer through no fault of the employee, the employee shall be entitled to the benefit of clause 35.12 subject to adjustment for any proportionate leave which the employee may have been allowed as aforesaid.
- 35.13.9 An employee who terminates their employment or is dismissed for any reason after the December closedown and before any balance of leave due, at the date under paragraph 35.13.6 hereof has been granted shall be paid such balance on termination or dismissal; or
- 35.13.10 Alternatively, the employer may by giving not less than two months' notice of the intention to do so, close down the plant or a section or sections thereof for a period of at least 21 consecutive days for the purpose of granting annual leave in accordance with this subclause with the balance of each employee's years entitlement of annual leave being taken at a time mutually agreed between the employer and the respective employees. The granting and taking of annual leave in accordance with this paragraph shall be subject to the following conditions:
- (a) That the employees concerned be given at least two months' notice of the proposed closedown.
- 35.13.11 Each employee affected shall be credited with paid leave on a proportionate basis of 2.923 hours in respect of each completed week of continuous service while qualifying for four weeks leave during the 12 months ending on the day immediately preceding the opening of the plant after each December closedown.
- 35.13.12 Except to the extent that an employee has leave to their credit under the provisions of paragraph 35.13.6 hereof at the date of the December closedown, the employee shall be stood off without pay during the period of the December and/or second closedowns.
- 35.13.13 An employee who at the date of the December closedown has qualified for four full weeks' leave and who has completed a further week or more of continuous service shall be allowed leave and shall also be paid at the appropriate rate of wage as prescribed by

subclause 35.10 hereof for 2.923 hours for each completed week of continuous service worked thereafter.

35.13.14 If in the first year of service with an employer an employee is allowed annual leave under this subclause and subsequently within such year lawfully leaves employment or the employment is terminated by the employer through no fault of the employee, the employee shall be entitled to the benefit of subclause 35.12 hereof subject to adjustment for any proportionate leave which the employee may have been allowed as aforesaid.

35.13.15 Any employee who terminates their employment or is dismissed for any reason after the December closedown and before any balance of leave due at the date under paragraph 35.13.11 hereof has been granted shall be paid such balance on termination or dismissal.

35.13.16 In the case of seven-day continuous shift workers an employer may close down the plant or section or sections thereof for a period of less than 21 consecutive days and allow the balance of annual leave due to an employee in one or two continuous periods. In such cases the granting and taking of annual leave shall be subject to the agreement of the employer and the employee or employees of the plant, or section or sections thereof respectively.

35.14 Average Pay for Annual Leave -

35.14.1 Notwithstanding the foregoing provisions of this clause, when taking annual leave the employee, for the purpose of paid leave, will receive an additional payment based on the average overaward payment and/or the average bonus. The averages will be calculated on a twenty-week qualifying period applied to ordinary hours only.

35.14.2 The "qualifying period of employment" means:

- (a) In the case of an employee taking annual leave at Christmas, the period of 20 consecutive weeks commencing with the first pay in July.
- (b) Where an employee is not employed during the whole of the qualifying period, the average will be calculated on the period of employment falling within the said 20 consecutive weeks.
- (c) In the case of an employee taking annual leave at any other time, the first 20 consecutive weeks in the six months immediately preceding the date of taking annual leave.
- (d) Where an employee does not qualify for calculation over a 20-week period then the number of weeks shall be averaged by the actual number of weeks worked.

35.14.3 In the case of an employee absent on long service leave during any qualifying period of employment, both the period of such leave and the payment in respect thereof will be excluded in the calculation of the averages.

35.14.4 In calculating the average bonus, all amounts in respect of overtime, shift work, penalty or special rates will be excluded.

36. Trade Union Training Leave

36.1 Subject to subclause 36.3 hereof, a union delegate or elected employee workplace representative shall, upon application in writing, be granted up to five days leave with pay each calendar year non-cumulative to attend courses conducted or approved by the Australian Trade Union Training Authority which are designed to promote good industrial relations and industrial efficiency within the textile industry.

36.2 The notice to the employer must include details of the type, content and duration of the course to be attended.

- 36.3 Employers may approve leave in accordance with this clause subject to the following limitations:
- 36.3.1 Where the employer employs up to and including 49 employees 5 Union delegates or elected workplace representatives may be granted 5 days' leave per annum which is available within any 12-month period.
 - 36.3.2 Where the employer employs between 50 and 150 employees inclusive, 10 union delegates or elected workplace representatives may be granted 5 days leave per annum which is available within any 12-month period.
 - 36.3.3 Where the employer employees 150 or more employees, 15 union delegates or elected workplace representatives may be granted 5 days' leave per annum which is available within any 12-month period.
 - 36.3.4 Provided the numbers contained in this clause may be varied by mutual agreement between the union and an employer.
- 36.4 The granting of such leave shall be subject to the employee or the Union giving not less than one calendar month's notice. Provided that the taking of such leave shall be arranged so as to minimise any adverse effect on the employer's operations.
- 36.5 Leave of absence granted pursuant to this clause shall count as service for all purposes.
- 36.6 Each employee on leave approved in accordance with this clause shall be paid all ordinary-time earnings which normally become due and payable during the period of leave, such wages to be calculated in accordance with subclause 35.10.
- 36.7 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course during leave approved pursuant to this clause shall be the responsibility of the employee or the Union unless otherwise agreed between the employer, the union and the employee concerned.
- 36.8 Should an employee granted leave pursuant to this clause fail to attend the nominated course, the employer shall be notified by the union as soon as practicable, and no payment is to be made by the respondent employer in respect of leave for the employee concerned pursuant to this clause.
- 36.9 In the event that a scheduled rostered day off resulting from a work arrangement established in accordance with clause 15 falls within a period of leave approved pursuant to this clause, no alternative day off shall be substituted in lieu.
- 36.10 Employees granted leave pursuant to this clause shall inform their employer after the completion of the course of the nature of the course and their observations on it.

37. Proportion of Juniors

- 37.1 In any factory the proportion of juniors employed shall not exceed two to each employee receiving not less than the minimum adult rate. In determining the proportion of juniors to employees receiving the adult rate each shift shall be taken into account separately.

38. Limitations

- 38.1 Full-fashioned Machines -
- 38.1.1 On full-fashioned multiple head machines of 18 heads or more, one adult operator receiving not less than the adult operator's rate shall be employed.
 - 38.1.2 On all full-fashioned machines having less than 18 heads, or on groups of such machines not exceeding a total of 24 heads, one adult operator receiving not less than the adult operator's rate

shall be employed in accordance with the following scale of experience in relation to the number of heads:

- (a) an operator having less than three months experience - up to 16 heads;
- (b) an operator having three months but less than 12 months experience - 20 heads;
- (c) an operator having not less than 12 months experience - 24 heads.

38.1.3 Provided the period of experience of an operator may be shortened by agreement between the employer and the Secretary of the union.

38.2 Full-fashioned Machines (Underwear and Outerwear) - Work on full-fashioned knitting machines in the Underwear and Outerwear Section shall be confined to adult employees except where, with the consent of the union or the approval of a Industrial Committee, juniors are employed there for training purposes; but this clause shall not prevent the continued employment of juniors already employed on such work.

38.3 Irons - No female shall be required to use an iron weighing more than 3.629 kilograms.

38.4 Lifting of Weights -

38.4.1 No female shall be required to lift or carry any article or goods weighing more than 13.6 kilograms without one assistant for every additional 13.6 kilograms weight.

38.4.2 No male shall be required to lift more than 34.0 kilograms from the ground or 68.0 kilograms from a wagon or stillage without one assistant for each additional 34.0 kilograms or 68.0 kilograms respectively.

38.5 Machine Cleaning - Where practicable each machine shall be stopped when being cleaned, the cleaning to be done during working hours by the employee whose duty it is to do so.

38.6 Mule Spinning - To each pair of mules in the Spinning Department one adult shall be employed as in charge thereof.

38.7 Rotary-hydros operating - No employee under 18 years of age shall be permitted to operate the rotary-hydros and milling machine.

38.8 Rotary Press - No employee under 18 years of age shall be employed on any type of rotary press 1.5 metres or more in width.

38.9 Sizing Machines - Employees under 18 years of age except for training purposes shall not be employed on sizing machines.

38.10 Working in Close Association - An employer shall not require or permit any employee to work on any day unless one other person is in close association or another person is on the premises within the ready call.

39. General

39.1 Hot Water - Employees shall be provided with hot water free of charge.

39.2 Seats for Employees - When requested by employees and where practicable, suitable seats shall be provided by the employer for employees in positions handy to their work.

39.3 Rest Room - In factories where 10 or more female employees are employed a properly ventilated rest room shall be provided by the employer for the use of such female employees. It shall contain a suitable couch, stretcher, two easy chairs and a rubber hot water bag. Where less than 10 females are employed suitable provisions for a rest room or area or space shall be provided. Any dispute under this subclause shall be referred to the Industrial Committee.

- 39.4 Dining Room - Proper dining room accommodation shall be provided by the employer for the use of employees. The employer shall provide facilities for heating food if the employees so request. Any dispute under this subclause shall be referred to the Industrial Committee.
- 39.5 First-aid - In each mill or establishment the employer shall provide a properly equipped first-aid chest at a place or places reasonably accessible to all employees. Such chest shall, as to its contents, comply with any State Act or Regulations in force from time to time and shall contain antidotes against any toxic chemical used in the factory. On each shift a responsible person nominated by the employer and preferably a first-aid attendant shall be in charge of such chest.
- 39.6 Clothing -
- 39.6.1 When requested by the union representative the employer shall provide employees working in the dye house, wiley house, bleach house, milling and scouring, yarn dyeing and piece carbonising (except piece dyeing) and wool scouring departments with suitable protective clothing, such as gloves and top boots or appropriate footwear and, when working with acids or employed on acid tanks, aprons. Employees shall take reasonable care of clothing so provided.
- 39.6.2 Employers shall provide protective clothing for any employee whilst working in the rain.
- 39.6.3 Employees shall wear the protective clothing and equipment provided by the employer as required by this clause.
- 39.7 Handling Soda-ash Corrosive Chemicals - Employers shall provide proper facilities for protection of employees engaged in handling soda-ash or other chemicals having corrosive qualities. Such facilities shall include protective clothing, gloves and equipment so as to remove or reduce the possibility of damage to the person or clothing.
- Employees whose clothing is damaged by such chemicals when wearing the protective clothing as specified shall be compensated in such manner as may be agreed with the employer.
- 39.8 Cleaning Materials - All materials and appliances required for the cleaning of machinery shall be supplied by the employer free of charge.
- 39.9 Changing Accommodation - Separate dressing accommodation shall be provided by the employer for male and female employees.
- 39.9.1 An employer shall, at some reasonably convenient place on his/her premises, provide a suitable locker for each employee in his/her mill or proper hanging facilities which afford reasonable protection for employees' clothes.
- 39.10 Washing Facilities - Adequate washing, drying and sanitary facilities shall be provided in all factories. Warm water and soap shall be provided for washing purposes and towels/driers, etc., shall be provided for drying purposes by the employer.
- 39.11 Tea Break - Employees shall be allowed a period of not less than 10 minutes in the employer's time for rest and refreshment during each day or shift, to be taken at times to be mutually arranged. Reasonable facilities shall be provided by the employer for employees to have refreshments during such intervals if they so desire. Provided:
- 39.11.1 that such period shall not be allowed within one hour of commencing or finishing work for the day or for a meal break;
- 39.11.2 this subclause shall not apply to employees working a short shift who are allowed crib time without deduction of pay; and
- 39.11.3 that employees shall conform to such arrangements as the employer may make to ensure the continuity of machine operations.

- 39.12 Garbage Utensils - The employer shall provide utensils for removing and containing floor sweepings and garbage. All such utensils shall be kept in a hygienic condition and employees shall be required to see that refuse is placed in these containers.
- 39.13 Floor Coverings - Where practicable, suitable floor coverings shall be placed before machines, and no employee shall be called upon to stand on a bare concrete or brick or stone floor when operating or attending to a machine. Any dispute under this subclause shall be referred to the Industrial Committee.
- 39.14 Guarding Machinery - Nothing in this award shall be deemed to override or limit any State law relating to the safeguarding of machinery for the protection of employees from accident.
- 39.15 Lighting Facilities - Adequate lighting facilities shall be provided in all factories.
- 39.16 Drinking Water - Cool, clean, wholesome refrigerated running water for drinking purposes preferably delivered from bubbler type systems shall be provided in places easily accessible to all employees.
- 39.17 Heating and Cooling Facilities - Adequate heating systems shall be provided in all factories to maintain satisfactory working conditions during cold weather.
- 39.18 Respirators - Respirators and goggles shall be supplied for the use of employees when cleaning out dust from the cotton mills.
- 39.19 Vacuum System - A vacuum system of card stripping or an individual unit system of dust extraction shall be installed and kept working in all card rooms in the cotton section. For hand stripping an amount as set in Item 3 of Table 2 - Other Rates and Allowances of Part B, per complete set shall be paid in addition to an employee's ordinary rate of pay.
- 39.20 Steam Pipes - Where steam pipes are installed in close proximity to the workplace or machines of employees, such pipes shall be covered in such a way as to protect employees from risk of injury.
- 39.21 Tools of Trade - Employers shall supply all usual tools of trades' as are necessary for the proper carrying out of the employees' work and such tools shall remain the property of the employer and employees shall be responsible for the proper care and protection of such tools while in their possession. An employee shall replace or pay for any tools supplied if lost through their negligence.
- 39.22 Seats for Pin Setters - When requested by pinsetters and where practicable suitable seats shall be provided by the employer for them in positions handy to their work.

40. Notice Boards

- 40.1 The employer shall permit a notice board to be erected in a prominent position in the establishment upon which representatives of the union shall be allowed to post notices in connection with union meetings or other legitimate business of the union. Provided such notices are not objected to by the management. In the event of a conflict of opinion as to whether a notice is objectionable the matter shall be referred to the appropriate Industrial Committee.

41. Award Posted

- 41.1 A copy of this award shall be posted by each employer in a prominent and accessible place on the factory premises.

42. Shop Stewards

- 42.1 Shop stewards to the number of one in each department shall be recognised by the employer, and not more than three of such shop stewards shall be allowed time off during working hours to interview the employer if there is any legitimate complaint.

43. Right of Entry

43.1 The *Industrial Relations Act* 1996 (New South Wales) ("the Act") provides for Right of Entry in the following terms,

43.1.1 Definitions

In this Part:

43.1.2 authorised industrial officer means an officer or employee of an industrial organisation of employees who holds an instrument of authority for the purposes of this Part issued by the Industrial Registrar under section 299 of the Act

43.1.3 employees' records includes records of the remuneration of employees, part-time work agreements with the employees or other records relating to the employees that are required to be kept by the employer by or under the industrial relations legislation or an industrial instrument.

43.1.4 officer of an industrial organisation includes any person who is concerned in, or takes part in, the management of the organisation.

43.1.5 relevant employee, when used in connection with the exercise of a power by an authorised officer of an industrial organisation, means an employee who is a member of the organisation or who is eligible to become a member of the organisation.

This Part does not confer authority on an authorised industrial officer to enter any premises for the purposes of holding discussions with employees or of an investigation if:

- (1) the persons employed at that place are employed by a person who holds a certificate of conscientious objection under section 212 (3) of the Act because of membership of a religious society or order (such as the Brethren), and
- (2) none of the persons employed at those premises are members of an industrial organisation, and
- (3) there are no more than 20 persons employed at those premises.

43.2 Right of entry for discussion with employees

An authorised industrial officer may enter, during working hours, any premises where relevant employees are engaged, for the purpose of holding discussions with the employees at the premises in any lunch time or non working time.

43.3 Right of entry for investigating breaches

43.3.1 An authorised industrial officer may enter, during working hours, any premises where relevant employees are engaged, for the purpose of investigating any suspected breach of the industrial relations legislation, or of any industrial instrument that applies to any such employees.

43.3.2 For the purpose of investigating any such suspected breach, the authorised industrial officer may:

- (1) require any employer of relevant employees to produce for the officer's inspection, during the usual office hours at the employer's premises or at any mutually convenient time and place, any employees' records and other documents kept by the employer that are related to the suspected breach, and
- (2) make copies of the entries in any such records or other documents related to any such suspected breach.

43.3.3 An authorised industrial officer must, before exercising a power conferred by this section, give the employer concerned at least 24 hours' notice.

43.3.4 The Commission or the Industrial Registrar may, on the ex parte application of an authorised industrial officer, waive the requirement to give the employer concerned notice of an intended exercise of a power conferred by this section if the Commission or the Industrial Registrar is satisfied that to give such notice would defeat the purpose for which it is intended to be exercised.

43.3.5 If the requirement for notice is waived under paragraph 43.3.4:

- (i) the Commission or Industrial Registrar is to give the authorised industrial officer a warrant authorising the exercise of the power without notice, and
- (ii) the authorised industrial officer must, after entering the premises and before carrying out any investigation, give the person who is apparently in charge of the premises the warrant or a copy of the warrant

43.4 Provisions relating to authorities issued to officers

43.4.1 The Industrial Registrar may, on application, issue an instrument of authority for the purposes of this Part to an officer or employee of an industrial organisation of employees.

43.4.2 An authorised industrial officer is required to produce the authority:

- (i) if requested to do so by the occupier of any premises that the officer enters, or
- (ii) if requested to do so by a person whom the officer requires to produce anything or to answer any question.

43.4.3 The authority:

- (i) remains in force until it expires or is revoked under this section, and
- (ii) expires when the person to whom it was issued ceases to be an officer or employee of the industrial organisation of employees concerned.

43.4.4 The Industrial Registrar may, on application, revoke the authority if satisfied that the person to whom it was issued has intentionally hindered or obstructed employers or employees during their working time or has otherwise acted in an improper manner in the exercise of any power conferred on the person by this Part.

43.4.5 An application for the revocation of an authority is to set out the grounds on which the application is made.

43.4.6 A person to whom an authority has been issued under this section must, within 14 days after the expiry or revocation of the authority, return the authority to the Industrial Registrar for cancellation.

43.4.7 Maximum penalty: 20 penalty units.

43.5 No entry to residential premises without permission

- (i) An authorised industrial officer does not have authority under this Part to enter any part of premises used for residential purposes, except with the permission of the occupier.

43.6 Offences

43.6.1 An authorised industrial officer must not deliberately hinder or obstruct the employer or employees during their working time.

43.6.2 A person must not deliberately hinder or obstruct an authorised industrial officer in the exercise of the powers conferred by this Part.

43.6.3 A person must not, without lawful excuse, fail to comply with a requirement of an authorised industrial officer under this Part.

43.6.4 A person must not purport to exercise the powers of an authorised industrial officer under this Part if the person is not the holder of a current authority issued by the Industrial Registrar under this Part.

43.6.5 Maximum penalty: 100 penalty units.

43.7 Powers of Commission

43.8 The Commission may deal with an industrial dispute about the operation of this Part, but does not have any jurisdiction to make an award or order conferring additional or inconsistent powers of entry or inspection.

Industrial relations legislation means any of the following Acts and the regulations made under any such Act:

This Act

Annual Holidays Act 1944

Employment Protection Act 1982

Long Service Leave Act 1955

Long Service Leave (Metalliferous Mining Industry) Act 1963

An industrial instrument means an award, an enterprise agreement, a public sector industrial agreement, a contract determination or a contract agreement.

44. Union Conference Delegates

44.1 An employee who is elected or appointed in accordance with the rules of the union as a delegate to or member of the National Council or the National Executive or a Branch Annual Conference or a Branch Committee of Management shall be granted leave of absence without pay to attend any meeting of the same which he/she is entitled to attend, provided that:

- (a) reasonable notice has been given to the employer; and
- (b) such absence will not unduly interfere with the business of the employer; and
- (c) an employer shall not be required to provide such leave to more than two employees from the same factory at the same time.

45. Certificate of Service

45.1 An employee, if they ask for it, shall be entitled on termination of service to a certificate of length of service with an employer and the nature of the work which they were employed upon.

46. Time and Wages Book

46.1 Each employer shall keep a time and wages book or record, showing the name of each employee, his/her or her occupation, the hours worked each day and the wages and allowances paid each week.

46.2 The time occupied by an employee filling in time books or cards or in the making of records other than checking in or out at the beginning or end of duty shall be treated as time of duty.

46.3 Refer to *Industrial Relations Act 1996*.

47. Aged Or Infirm Workers

47.1 In the case of an employee who is unable to earn the minimum wage prescribed by this award or who is unable to work the prescribed thirty-eight hours per week a lower wage rate of a lesser number of hours may be fixed with the consent of the Union or if such consent is refused, then with the consent of the Industrial Registrar or Deputy Industrial Registrar of the Industrial Relations Commission of New South Wales of New South Wales.

47.2 The consent shall be for a specified term not exceeding one year, and the document evidencing it shall state the rate payable to and the name and the occupation of the employee in respect of whom it has been granted and it shall be filed by the employer with the Industrial Registrar or Deputy Industrial Registrar of the Industrial Relations Commission of New South Wales. Refer to *Industrial Relations Act 1996*.

48. Outdoor Workers

48.1 No work of any description or class covered by this award shall be done or performed except in the factory or workshop of an employer bound by this award, unless a permit has been given to an employee by the Union to work outside such factory or workshop, provided that no such permit shall be issued to any employee to perform work in the manmade fibre and synthetic fibre divisions of this award.

48.2 No permit shall be given unless the Union is satisfied that the person to whom it is proposed to give such permit is unable to work in such factory or workshop by reason of domestic ties, hardship, necessity, infirmity (which last term must not be deemed under any circumstances to include any communicable disease), old age or any other sufficient reason.

48.3 An employer shall not have more than one outdoor worker for every 15 indoor workers or fraction thereof.

48.4 An outdoor worker shall be deemed to be a person who works by themselves and is not employed in a workshop or factory.

48.5 The outdoor worker shall not work during any part of the day inside a workshop or factory.

48.6 The Union shall grant permits to necessitous cases only. In such cases, the Union must be satisfied that it is not reasonable to expect such a person to work inside a factory or workshop.

48.7 Outdoor workers shall be paid at the rates provided in this award.

48.9 Outdoor workers shall be provided free of charge with all yarn and/or other materials used in connection with their work.

48.10 Where an employer delivers and/or collects the work of such outdoor worker, the outdoor worker shall not be charged for such delivery and/or collection.

48.11 Outdoor workers shall not employ any labour whatever except members of their own families.

48.12 Outdoor workers shall be paid for annual leave and for each public holiday prescribed by this award which occurs during the period of their employment, such payment to be on a pro rata basis in proportion to the amount their aggregate earnings bears to the annual time rate earnings of an indoor worker doing similar work, payable on termination of employment or annually.

48.13 Provided that such payment shall not exceed the total amount to which such indoor workers are entitled to annually.

- 48.14 An employer who has work done elsewhere than in the factory or workshop shall keep a record book in English which shall contain a correct account written in ink as follows:
- (a) the name and address of the outdoor worker;
 - (b) the number of articles and description of the work given out;
 - (c) the rate paid for such outdoor work;
 - (d) the record book shall be signed each week by each outdoor worker verifying the accuracy of the amount of wages received;
 - (e) the record book shall be open for inspection at any time by any authorised officer. Refer to the *Industrial Relations Act 1996*.
- 48.15 No employer shall, except as provided in this clause, require or order or cause to be performed or contract for the performance of work of any class covered by or referred to in this award (including the work of preparing any material for manufacture or materials so prepared):
- (a) in any place other than the usual workshop or factory; and/or
 - (b) by any person or persons other than the employees usually employed at such workshop or factory.
- 48.16 Nothing herein contained shall affect the right of the employers bound by this award to contract, subcontract, let or sublet to any person, employing not less than four persons exclusive of members of his/her own family, who conducts a workshop or factory and is bound by this award.

49. Emergency Electricity Provisions

- 49.1 Notwithstanding anything elsewhere contained in this award the following provisions shall apply in the case of an employer who through no fault of their own is subjected to restriction or rationing in the use of electricity energy and/or coal gas and/or the emergency disconnection thereof in accordance with orders, regulations or notices approved by the lawful authority. In the case of an employer who is unable to resume his/her normal operations immediately after the cessation of such restrictions, rationing or disconnection, the following provisions shall operate:
- 49.1.1. Should notification of the cessation be received between midnight on Friday and noon on Thursday in any week - 7.00 am. on the Saturday;
- 49.1.2 Should notification of the cessation be received between noon on Thursday and midnight on Saturday in any week - 7.00 a.m. on the following Saturday in the following week.
- 49.1.3 If by reason of such restriction, rationing or disconnection the employer is unable usefully to employ for the whole or part of any day or shift the employer may deduct from the wages of that employee payment for any part of the day or shift such employee cannot be usefully employed, provided that:
- (a) if any employer requires the employee to attend for work but is not able to employ them usefully the employee shall be entitled to be paid for two hours work;
 - (b) where an employee commences work he/she shall be entitled to be paid for four hours work;
 - (c) this subclause shall not apply to apprentices.
- 49.1.4 Subject to subparagraph (c) hereof they may require any day worker to perform his/her ordinary hours of work (or any such ordinary hours of work) at any time on any day other than on a

Sunday on the basis of thirty eight hours per week. The following rates of pay shall apply for such work:

- (a) for work performed on Mondays to Fridays from 7.00 a.m. to 5.30 p.m. and on Saturdays from 7.00 a.m. to noon - ordinary time;
- (b) for work performed between noon and midnight on Saturdays - ordinary rates plus 25 per cent;
- (c) for work performed at all other times - ordinary rates plus 10 per cent.

Provided that when a day worker is required to commence work between the hours of 9.30 p.m. and 6.00 a.m. - the amount of 50 cents more than the amount he/she would receive if paid at ordinary day rates.

49.1.5 Subject to subparagraph (d) hereof the employee may require any shift worker to perform their hours of work at any time other than on a Sunday on the basis of 38 hours per week. The following rates of pay shall apply for such work:

- (a) for day work or day shift work - ordinary time;
- (b) for work performed between noon and midnight on Saturdays - ordinary rates plus 25 per cent;
- (c) for afternoon and night shifts - ordinary rates plus 10 per cent.
- (d) Provided that when a shift worker is required to commence work between the hours of 9.30 p.m. and 6.00 a.m. the amount they shall receive shall not be less than an amount of 50 cents more than the amount the employee would receive if paid at ordinary rates.
- (e) Nothing contained in this subclause shall operate so as to reduce the shift premiums payable to employees who were shift workers working on afternoon and night shifts only at the date of the imposition of restrictions or rationing as aforesaid and who continue to work on such shifts.

49.1.6 A day worker or a shift worker shall be allowed a rest period of eight hours between the completion of one shift or spell of duty and the commencement of the next unless as a result of a mutual arrangement between the employer and the majority of the employees concerned a lesser period than eight hours is agreed to. If in the absence of an agreement an employee is required to commence a shift or a spell of duty without having been granted the rest period allowed he/she shall be paid at double time rates until such time as the allowed rest period is granted. This subclause shall have no application to cases where in circumstances of normal working a shift worker could be required without the payment of penalty rates to work two successive shifts without a break of less than eight hours.

49.1.7 The employer may alter the time at which meal breaks are usually taken, and/or the duration of same, in order to avoid or mitigate the effects of such restrictions or rationing without being liable to pay penalty rates for work done during the normal meal breaks; provided that the commencing time of any meal break is not made more than one hour earlier or later than usual, and that a meal break of at least 20 minutes is allowed.

Provided also that the employer shall whenever it is practicable consult with the representative of the union before acting under this subclause.

49.1.8 The employer may, by agreement with an employee, allow to such employee the whole or any part of the annual leave prescribed by this award, without being liable to give to such employee the notice normally required for that purpose.

49.2 Notwithstanding anything elsewhere contained in this award, the provisions of this clause shall also apply, in the case of an employer who uses auxiliary power plant for the purposes of providing employment for employees whilst such restriction or rationing is in force and who:

49.2.1 is unable usefully to employ an employee for the whole of any day or shift by reason of a breakdown in such plant through no fault of his/her own; or

49.2.2 because of the inability of the auxiliary power plant to meet the normal demands for power:

- (a) finds it necessary to require any employee to perform their ordinary hours of work (or any of such ordinary hours of work) outside the hours normally worked by such employee; or
- (b) to alter the time at which meal breaks are usually taken and/or the duration of same.

50. Anti- Discrimination

50.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex marital status, disability, homosexuality, transgender identity and age.

50.2 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.

50.3 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.

50.4 Nothing in this clause is to be taken to affect:

50.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

50.4.2 offering or providing junior rates of pay to persons under 21 years of age;

50.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;

50.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

50.5 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".

51. Introduction of Change

51.1 Employers Duty to Notify -

51.1.1 Where an employer has made a definite decision to introduce major changes in production, programme, 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 their union or unions.

51.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required. The elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

51.2 Employers Duty to Discuss Change -

51.2.1 The employer shall discuss with the employees affected and their union or unions, inter alia, the introduction of the changes referred to in subclause 51.1 hereof, 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 unions in relation to the changes.

51.2.2 The discussions 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 subclause 51.1.

51.2.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their union or unions, 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 be inimical to his/her or her interests.

52. Redundancy

52.1 Discussions Before Termination -

52.1.1 Where an employer has made a definite decision that they no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their union or unions.

52.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 52.1.1 hereof and shall cover, inter alia, any reasons for the proposed terminations and measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

52.1.3 For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to his/her or her interests.

- 52.2 Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph 52.1.1 hereof the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if their employment had been terminated, and the employer may at their option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new lower ordinary-time rates for the number of weeks of notice still owing.
- 52.3 Severance Pay - In addition to the period of notice prescribed for ordinary termination in subclause 22.3, and subject to further order of the Industrial Relations Commission of New South Wales, an employee whose employment is terminated for reasons set out in clause 52.1.1 hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

SCALE OF SEVERANCE PAYMENTS

Length of continuous service by employee	Rate for calculation of amount of severance payment	
	If employee under 45 years of age	If employee 45 or more years of age
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years	12 weeks' pay	15 weeks' pay
5 years and more but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks' pay	20 weeks' pay

"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, overaward payments, shift penalties and allowances paid in accordance with this award.

- 52.4 Employee Leaving During Notice Period - An employee whose employment is terminated for reasons set out in paragraph 52.1.1 hereof may terminate their employment during the period of notice and, if so, 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.
- 52.5 Alternative Employment - An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if he/she or she obtains acceptable alternative employment for an employee.
- 52.6 Time Off During Notice Period -
- 52.6.1 During the period of notice of termination given by the employer for reasons set out in paragraph 52.1.1 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.
- 52.6.2 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 he/she or she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

- 52.7 Notification to Centrelink. - Where a decision has been made to terminate employees in the circumstances outlined in paragraph 52.1.1 hereof, the employer shall notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- 52.8 Superannuation Benefits - Award superannuation benefits payable upon termination shall not be used in lieu of any severance payments made in accordance with this clause. Any non-award superannuation benefit payable upon termination shall not be used in lieu of any severance payments made in accordance with this clause, other than by further order of the Industrial Relations Commission of New South Wales of New South Wales.
- 52.9 Transmission of Business -
- 52.9.1 Where a business is before or after the date of this award transmitted from an employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
- (i) the continuity of employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- 52.9.2 In this subclause, business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of the law and transmitted has a corresponding meaning.
- 52.10 Employees With Less Than One Year's Service - This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant 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.
- 52.11 Employees Exempted - This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or non-observance of company safety provisions, or in the case of apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- 52.12 Employers Exempted - Subject to further order of the Commission in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.
- 52.13 Incapacity to Pay - An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

53. Superannuation

53.1 Preamble - Superannuation Legislation

53.1.1 The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s.124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

53.1.2 Notwithstanding 53.1.1 above, the following provisions shall also apply:

53.2 Definitions

53.2.1 "The Fund" for the purpose of this clause shall mean the:

- (i) Australian Retirement Fund established and governed by a trust deed 11 July 1986, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (ii) Subject to the agreement of the relevant State Secretary of the Union and its members, an employer sponsored fund established prior to 1 July 1987, which complies with the *Superannuation Industry (Supervision) Act 1993* as amended from time to time, and set out in sub-clause 53.7.2 of this clause.

53.2.2 "Ordinary Time Earnings" for the purposes of this Clause, shall mean and include:

- (i) award skill level or classification rate;
- (ii) supplementary payment (where relevant);
- (iii) over-award payment;
- (iv) shift loading- including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime;
- (v) the payment for work performed by weekend employees exclusively and wholly during their ordinary hours on Saturdays and Sundays;
- (vi) payment by results earnings;
- (vii) all non reimbursable allowances payable under the award.

53.3 Employers to Become a Party to the Fund:

53.3.1 A respondent employer shall make application to the Fund to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.

53.3.2 A respondent employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.

53.3.3 Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of this clause or commencement of employment.

53.4 Eligibility of Employees

53.4.1 Each employee shall be eligible to join the Fund upon commencement of employment.

53.4.2 Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in subclause 53.3.3 was forwarded to the Fund.

53.5 Employer Contributions on Behalf of Each Employee

53.5.1 A respondent employer shall contribute to the Fund in respect of each employee such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and *Superannuation Guarantee Charge Act 1992* as amended from time to time. Failure to

comply with this sub paragraph shall constitute a distinct and separate breach of this sub-paragraph.

In accordance with the requirements of the relevant Acts, as mentioned, a respondent employer shall not be required to pay superannuation contributions in respect of employees who earn less than \$450.00 in a calendar month or upon reaching the age of 65.

53.5.2 Such contribution shall be made monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each employee.

The amount of contributions to the fund shall be calculated to the nearest ten cents and any fraction below five cents shall be disregarded.

53.5.3 The Fund and the amount of contributions paid in accordance with this sub-clause and sub-clause 53.6 shall be included in pay advice notices provided by employers to each employee.

53.5.4 Contributions shall continue to be paid in accordance with this sub-clause during any period in respect of which an employee is entitled to receive Accident Pay in accordance with clause 31 of this Award.

53.5.5 Unpaid Absences

Except as where specified in the rule of the Fund, contributions by respondent employers in respect of unpaid absences will be proportional to the wage received by the employee concerned in a particular pay period. For the purposes of this clause, each pay period will stand alone. Accordingly, unpaid absences in one pay period will not carry over to another pay period.

53.5.6 Cessation of Contributions

A respondent employer's obligation to make contributions on behalf of the employee ceases on the last day of employment with the employer.

53.6 Employee Contributions

53.6.1 An employee may make contributions to the Fund in addition to those made by the respondent employer under subclause 53.5.

53.6.2 An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the Fund, from the employee's wages, amounts specified by the employee in accordance with the Fund Trust Deed and Rules.

53.6.3 An employer who receives written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within 14 days of receiving the authorisation.

53.6.4 An employer may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of receiving the authorisation. An employee may only vary his or her additional contributions once each month.

53.6.5 Additional employee contributions to the Fund requested under this sub-clause shall be expressed in whole dollars.

53.7 Exemptions

53.7.1 An employer may make application for exemption from sub-clause 53.6 in respect of contributions to the Fund for employees who are not members of the Union.

Applications for exemption shall be determined in accordance with the Superannuation Test Case (Print L5100) and the December 1994 State Wage Case Principles or any decision made in succession thereto.

53.7.2 It is recorded that the scheme specified in the first column hereunder is a scheme to which this paragraph applies and that the agreement of the Union and its members has effect on and after correspondingly set out in the third column hereunder:

(1)	(2)	(3)
Name of Scheme	Covered	Date of effect of Union Agreement
Edwardstown Carpets Superannuation Fund		1 January 1988
Pacific Dunlop Superannuation Fund		6 August 1987

54. National Training Wage

The parties to this award shall observe the terms of the National Training Wage Award 2000, as amended. Each breach of the National Training Wage Award 2000 is a distinct and separate breach of this clause.

55. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Textile Industry (State) Award published on 19 October 2001 (328 I.G. 841) as varied.

The award published 19 October 2001 took effect from the first full pay period to commence on or after 27 July 2001 and remained in force for a period of 36 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 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 18 January 2008.

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

It shall apply to employees referred to in clause 5, Rates of Pay, of this award, within the jurisdiction of the Textile Workers (State) Industrial Committee.

55A. Traineeships

As to traineeships for persons covered by this award, see the Training Wage (State) Award 2002 published 26 September 2003 (341 I.G. 569) or any successor thereto.

56. Operation of Award

- (a) It is the intention of the parties to this award to achieve the principal object in section 3(f) of the *Industrial Relations Act 1996* by helping to prevent and eliminate discrimination in the workplace and in particular to ensure equal remuneration for men and women doing work of equal or comparable value.

Accordingly, in fulfilling their obligations under the grievance procedure clause, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to affect:

- (i) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;
- (ii) an employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Anti-Discrimination Board.

PART B
MONETARY RATES

Table 1 - Rates of Pay

Adult Rates of Pay - Clause 5

Classification Skill Level	Minimum Weekly Award Wage Rate \$
Trainee	524.40
1	541.10
2	563.60
3	584.50
4	618.20
5#	659.90

* The weekly award wage rate for ordinary hours combines the base rate, supplementary payment and arbitrated safety net adjustments and State Wage Case decisions awarded since the NWC October 1993 Review of Wage fixing Principles.

Wage Band

Junior Rates of Pay - Clause 9

Years of Age	Percentage of Skill Level 2 Skill Level 2 = \$563.60 %	Minimum Weekly Award Rate \$
16	50	281.80
16.5	55	310.00
17	59	332.50
17.5	64	360.70
18	69	388.90
18.5	75	422.70
19	80	450.90
19.5	85	479.05
20	Adult Rate	

Apprentice Rates of Pay - Clause 6

4-year term	Percentage of Skill Level 4 Skill Level 4 = \$618.20 %	Minimum Weekly Award Rate \$
	52	321.45
	62	383.30
	82	506.90
	92	586.75

Adult Apprentice Rates of Pay - Clause 7

4-year term	Percentage of Skill Level 4 Skill Level 4 = \$618.20 %	Minimum Weekly Award Rate \$
	82	506.90
	87	537.85
	92	568.75
	100	618.20

Table 2 - Other Rates and Allowances

The allowances in this table shall be payable on or from the first pay period on or after 1 August 2007.

Item No.	Clause No.	Brief Description	Amount \$
1	5.7	Leading Hand allowance -	
		In charge of up to 10 employees	22.35 per week
		In charge of 11 to 20 employees	32.65 per week
		In charge of 21 or more employees	39.60 per week
		High rise Stacker Operator	16.20 per week
2	10.1	Blender/Blending machine attendant	17.10 per week
3	10.2 39.19	Hand Stripping of cards	0.99 per complete set
4	10.3	Called upon to work in dust chamber in a cotton Mill	8.55 extra for that week
5	10.4	Engaged in Dye House/Bleach House	7.10 per week
6	10.4	Employees also engaged in loading/unloading of Kiers or entering vaporloc machines	Further additional 3.70 per week
7	10.5	First-aid Attendant	10.60 per week
8	10.6	Instructors	15.90 per week
9	10.7	Engaged on Shoddy-shaking machines (dirt money)	12.65 per week
10	10.8	Polisher machine operators engaged in cleaning of size troughs - Sewing Threads Section	8.55 per week
11	10.9	In the event where proper facilities are not provided for the protection of employees engaged in loading/unloading soda ash from delivery vehicles by hand	1.20 per hour
12	10.10	Sorting unwashed rags	2.60 per week
13	10.11	Willey hands in waste room	8.55 per week
	10.12	Clean Wool Scouring Pits in an offensive condition	Double ordinary rates
14	10.13	Picking over bales of wool, waste or rags in an offensive condition	1.04 per bale
15	10.14	Operating flax scutchers, tow on breaker and finisher	7.00 per week
16	13.7	Payment of Results systems -	
		Employee who also instructs learners	
		1st week	5.30 per week
		2nd week	4.65 per week
		3rd week	4.10 per week
continue instructing a learner thereafter	4.10 per week		
17	18.2	Meal Allowance	7.40
		For each subsequent meal	5.45
18	20.8	Change of shift without 2 working days' notice	17.50 extra as compensation

SCHEDULE "A"

CONSULTATIVE COMMITTEES

(Subject to the provisions of the *Industrial Relations Act 1996*)

(a) Composition -

- (i) A consultative committee shall include at least 50 per cent union/employee representatives and at least one senior management representative.

- (ii) Management and the union and employees will jointly determine the size of the committee, except that there will be no fewer than four members. The maximum number of representatives on any committee will be ten.
 - (iii) The election/appointment of management representatives will be determined by management and the election of union/employee representatives will be determined by the union. Where there is a union delegate he/she must be a union/employee representative.
 - (iv) In the determination of union/employee representatives on the committee, consideration shall be given to:
 - the makeup of the workforce, in particular the proportion of women, migrants and juniors;
 - the size of the workforce;
 - the number of distinct operations at the workplace;
 - shift arrangements;
 - the corporate structure;
 - other existing consultative mechanisms.
 - (v) Where an enterprise is comprised of a number of sites or distinct workplaces, the number of committees to be established shall be determined jointly by management and the union, depending on the size and operation of the enterprise and its separate components. Should more than one committee be established, a peak committee shall be established to ensure a co-ordinated approach.
 - (vi) The Committee, once established, may invite persons to attend specific meetings.
 - (vii) An official of the union shall have a right to be present and participate in the deliberations of the committee.
- (b) Term of Office -
- (i) Members elected or appointed to the Committee shall hold office for a period of twelve months, and will be required to be re-elected or re-appointed each subsequent year. It is the responsibility of each Committee member to attend meetings on a regular basis and to represent the views and opinions of those people he or she represents.
 - (ii) If a member of the committee ceases employment with the enterprise, or resigns from the committee, a new election or appointment shall be made in accordance with paragraph (a)(iii) hereof.
- (c) Terms of Reference - The following matters shall form the basis for the work of the Committees. Each Committee will seek to reach agreement on the matters set out below and make recommendations to senior management who will take into account the views and the deliberations of the Committee prior to making its final decisions:
- (i) To implement the restructured award in the workplace;
 - (ii) To review the implications and/or impact on the enterprise of major external influences, including the Australian Government Textile, Clothing and Footwear Industries Development Plan.
 - (iii) To consider the introduction of new or revised work methods/work arrangements.

- (iv) To give consideration to the impact of technological change and other significant changes in the organisation or workplace, with regard to:
 - number of employees, job specifications and current skill base; and
 - acquisition of new skills and additional training requirements.
 - (v) To develop a framework for skills development and provision of training within their workplaces, including English language training and the provision of foundation education.
 - (vi) To assess proposed changes in product or product orientation for possible impacts on work method/work arrangements, employment and skill requirements.
 - (vii) To give consideration to Equal Employment Opportunity principles in the context of award restructuring in the workplace.
 - (viii) To consider the provision of work related child care, and in particular, the Australian Government Work Based Child Care Program.
 - (ix) To consider other matters raised by Consultative Committee members which impact on employees or which contribute to the improved operation and efficiency of the enterprise.
- (d) Procedural Guidelines -
- (i) Chairperson - A Chairperson shall be elected by the Committee from within the Committee and shall alternate each meeting between management and union/employee representatives.
 - (ii) Secretary - A Secretary shall be appointed for the purposes of recording minutes, preparation and distribution of agendas and other administrative duties. The administrative requirements of this position shall be provided by the employer. The person appointed to this position shall not be a member of the Committee.
 - (iii) Agenda - All members of the Committee shall have a right and a responsibility to submit agenda items. The agenda, minutes and any relevant background documentation shall be circulated one week prior to the meetings.
 - (iv) Preparation - Reasonable time in working hours shall be provided to union/employee representatives for the purpose of preparing for the meeting. Union/employee representatives and an official of the union may, at a time convenient to the employer, during working hours, hold meetings with the workforce or part of the workforce prior to meetings of the Committee.
 - (v) Meetings - The Committee shall meet at least every two months, unless the Committee determines that it shall meet on a more frequent basis.

The meetings of the Committee shall be held at a place and time convenient to management, but shall be held during normal working hours. Attendance at Committee meetings shall be treated as and paid for as time worked.

A reasonable time limit shall be placed on the length of meetings. Enough time shall be provided to adequately deal with the agenda items. Meetings shall operate on a consensus basis.
 - (vi) Minutes - The Secretary shall minute the proceedings of each meeting of the Committee. The minutes shall be circulated to each member of the Committee within one week of the meeting, verified by Committee members prior to the next meeting, and signed by the Chairperson at the next meeting of the Committee as a true and correct record of the proceedings of the Committee.
 - (vii) Future Meetings - The date of the next meeting of the Committee shall be set at the close of the previous meeting.

- (viii) Confidentiality - All members of the Consultative Committee and the Secretary of the Committee shall accept that, whilst the spirit of genuine consultation is to be paramount, at no time shall the Committee have placed before it any matter, the confidentiality of which is in the company's best interests, or where confidentiality has been specifically agreed with a third party.
- (ix) Management Response - Senior management must formally respond to the Committee's recommendations. Normally this will take place prior to the next meeting of the Committee.
- (e) Feedback -
 - (i) The minutes of the meetings of the Committee shall be kept by the Secretary and shall be available upon request to any employee or any other person approved by the Committee. As a matter of course, minutes shall be forwarded to the State Secretary of the union.
 - (ii) Minutes of the Committee shall be posted on the notice boards after ratification by the meeting.
 - (iii) Reasonable time in working hours shall be provided to union/employee representatives for the purpose of reporting back on items raised and agreements reached at the meeting. Union/employee representatives may, at a time convenient to the employer during working hours, hold meetings with the workforce or part of the workforce following meetings of the Committee.
- (f) Training - All members of the Committee shall be entitled to training in meeting procedures and relevant related skills required to ensure that they are in a position to represent their constituents and play an active role in the operation of the Committee. The nature, time and extent of training provided shall be determined between management and the relevant union.
- (g) Evaluation - A review of these procedures shall be conducted at the end of each twelve months operation.

SCHEDULE "B"

PROCEDURE TO BE ADOPTED IN DEVELOPING AN ENTERPRISE AGREEMENT

The procedures to be followed in developing an enterprise agreement are as follows:

- (a) Step One - The party raising a measure or measures for consideration shall place the matter on the agenda of a forthcoming meeting of the Consultative Committee.
- (b) Step Two - The party raising the measure or measures for consideration shall outline the proposal at a meeting of the Consultative Committee and the outline shall be recorded in the minutes of the meeting. The party receiving the proposal shall not be required to respond to the proposal at that meeting.

At the same time a written outline of the proposal shall be forwarded to the State Secretary of the union.

- (c) Step Three - The Consultative Committee shall post the proposal on the notice boards. They shall endeavour to express the proposal in a manner that enables the proposal to be understood by the workforce. In particular, where there are a number of non-English speaking workers the Consultative Committee shall consider having the proposal translated into the main languages spoken in the workplace so that all employees fully understand the proposal.
- (d) Step Four - The union/employee Consultative Committee representatives shall be granted one day's, leave with pay to attend a briefing session conducted by the union to equip them to negotiate each enterprise agreement with the employer. Where an employee has used their full entitlement to trade union training leave in accordance with clause 36, Trade Union Training Leave the one day's leave shall be in addition to their entitlement.
- (e) Step Five - The union/employee Consultative Committee representatives and the relevant official of the union shall consult with the whole of the workforce and section of the workforce affected by the

proposal. An employer shall grant the whole of the workforce reasonable time off with pay to attend a meeting conducted by the union/employee representatives and the relevant official of the union for the purpose of consultation. In the case of a workplace where there are a number of non-English speaking workers the employer shall favourably consider a request from the union/employee Consultative Committee representatives or the relevant official of the union for engagement of interpreter/s to assist in the meeting so that non-English speaking workers fully understand the proposal. In such case, reasonable time to conduct the meeting will be longer than in the case where an interpreter/s is not used.

- (f) Step Six - The Consultative Committee shall then consider the proposal and the views of the workforce and attempt to reach an enterprise agreement. As necessary the employee/union consultative committee representatives will refer the draft to the workforce for comment.
- (g) Step Seven - If the Consultative Committee reaches agreement it shall record the agreement in writing and forward it to the State Secretary of the union, who shall arrange with the employer to jointly conduct a vote of the workforce affected.
- (h) Step Eight - In the case of a proposal which does not affect the provisions of the award, if a majority of the workforce affected are in favour of the proposal the proposal shall be forwarded as a recommendation to senior management.

In the case of a proposal which does affect the provisions of the award, if 75 per cent of the workforce affected are in favour of the proposal the proposal shall be forwarded as a recommendation to senior management.

- (i) Step Nine - If the recommendation is accepted then senior management shall refer the proposed agreement in writing to the State Secretary of the union for approval or otherwise. The union shall not unreasonably withhold agreement.
- (j) Step Ten - If the proposed agreement in writing is approved by the State Secretary of the union then it shall be signed by senior management and the State Secretary of the union.
- (k) Step Eleven - The agreement shall then be submitted to the Industrial Relations Commission of New South Wales for approval and if approved shall override over any provision of this award to the extent of any inconsistency.

SCHEDULE "C"

CODE OF CONDUCT ON TWELVE-HOUR SHIFTS

- (a)
 - (i) This Industry Code of Conduct on Twelve-hour Shift Work has been adopted by the Joint Union-Management Textile Sectoral Committee.

It is intended to be a guide for employers, workers and the union in the development of an enterprise based agreement on working 12-hour shifts.
 - (ii) Twelve-hour shift work, with correctly designed rosters, may provide benefits to workers by reducing cumulative fatigue, increase leisure time and relieving the pressure of seven-day shift work.

For twelve-hour shift work to be advantageous, it is recommended the increased leisure time be used for recuperation and recreation and not as an opportunity for additional employment.
- (b) Introduction of Twelve-hour Shift Work - The introduction of twelve-hour shifts should give due consideration to the following:

twelve-hour shift work will not impose excessive physical or mental workload;

after proper examination of the possible injurious effects to employees' health and social well being, there are demonstrated benefits for the workers concerned;

after full consultation with the union and there is a seventy-five per cent majority support of affected workers.

- (c) Control Measures - Workload - To minimise the health and safety risks of twelve-hour shift work, the following factors should be considered in relation to workload:

physical effort;

mental application and fatigue;

work performance;

occupational health and safety matters;

monotony/diversity of task;

social aspects.

The consideration of these factors may vary according to the individual enterprise.

- (d) Shift Rosters -

- (i) Rosters must be developed between employers, employees and the union and provision made for ongoing consultation and resolution of disputes about the rosters.

To reduce the hazards associated with night and shift work, rosters should be designed to:

have the least possible number of night shifts in succession;

have at least a twelve-hour interval between shifts;

include at least two free weekends each month;

allow workers some flexibility about shift change times; and

wherever possible breaks should be spread evenly throughout the shift and be taken at the same time, particularly in a night shift.

Consideration should be given to the frequency and extent of tea and crib breaks.

- (ii) An employee working twelve-hour shifts should not work overtime other than in the exceptional circumstances such as where a relief operator is not available, in which case a maximum of two hours overtime only should be worked.

- (e) Administration Measures - Discussions should take place, co-incidental with discussions regarding the introduction of twelve-hour work periods, with respect to the introduction of a range of employer support services to assist in minimising the inconvenience and disturbances of such extended hours. For example, such services could include:

provision of adequate information in everyday language, to address such issues as shift rosters, rest, fatigue, the effects of medication and other drugs, employer services, etc. (this information should be provided in appropriate languages);

availability of nutritionally balanced meals and drinks during shifts;

provisions of rest areas and social/recreational facilities;

training for supervisors to increase awareness of the special requirements of twelve-hour shift working;
child care arrangements.

- (f) Health and Related Matters - Health Services - All employers have a general duty of care to provide a safe and healthy work environment for their workers.

Health supervision and health care for workers is important. Employers may wish to consider such measures as health counselling and preventative health care, pre-placement (not pre-employment) screening in order to advise the worker about adjustment to their job and periodic health examinations.

SCHEDULE "D"

OLD CLASSIFICATION STRUCTURE*

* Former Transitional wages classification system to facilitate the introduction of skill levels in December 1998. Retained for historical reference only.

Classification and Assigned Wage Band Numbers

Division "A" - Carpets -

No.	Classification	Old Pay Group No.	Wage Band
1.	Assistant foreperson	BP	3C
2.	Back Starcher	N	1B
3.	Beamer	W	2A
4.	Brusher and/or steamer	N	1B
5.	Card fettler	Y	2A
6.	Copyist	AP	2D
7.	Creeler	O	1B
8.	Dye house and/or bleach house operator or attendant	R	2A
9.	Dye-stuffs and/or chemicals wither and/or designer	AB	2B
10.	Examiner and/or mender: Woven Carpets	Y	2A
	Other	N	1B
11.	Fork Lift Driver (see clause 19(e))	see note below	
12.	Hand trials	R	2A
12A.	High rise stacker operator (see clause 5(h))	see note below	
13.	Inspector - Latex finish	R	2A
14.	Jacquard card stamper and/or lacer	R	2A
15.	Labourer	A	1A
16.	Latex backing dryer	R	2A
17.	Textile mechanic: 1st year's experience	BA	3C
	2nd years experience	BI	3C
	Thereafter	BO	4B
18.	Machine operators and/or attendants not elsewhere specified	R	2A
19.	Moulder (carpet)	Y	2A
20.	Oiler and/or cleaner	F	1A
21.	Recorder	AB	2B
22.	Roller and/or measurer	N	1B
23.	Rug and/or sample section operator	R	2A
24.	Sewing Machinist: mould carpets	AB	2B
	other	V	2A
25.	Shearer	Y	2A
26.	Solderer	R	2A

27.	Spool setter:		
	1st three months experience	I	1A
	2nd three months experience	S	2A
	Thereafter	AG	2D
28.	Storeman/woman (see clause 5(h))	see note below	
29.	Sweeper	A	1A
30.	Test room and/or laboratory attendant	AB	2B
31.	Threader	R	2A
32.	Tow motor driver (see clause 5(h))	see note below	
33.	Trimmer	R	2A
34.	Trucker and/or wheeler and/or conveyor	A	1A
35.	Tufting machine operator	Y	2A
36.	Warehouse employee (see clause 5(h))	see note below	
37.	Warp sizer and beamer jute and cotton	Y	2A
38.	Weaver:		
	(a) Trainee (regardless of loom type or width):		
	1st three months experience	M	IB
	2nd three months experience	W	2A
	(b) Weaver looms up to 9ft. wide:		
	Plain Wilton	W	2A
	Axminster	AH	2D
	Jacquard Wilton	AK	2D
	(c) Weaver looms over 9ft. wide:		
	Plain Wilton	AJ	2D
	Axminster	AS	2D
	Jacquard Wilton	AW	2E
39.	Whipper	R	2A
40.	Winder - bobbin and/or cheese	N	IB
41.	All other adults not elsewhere specified	A	1A

Division "B" - Commission Dyeing - Bleaching and/or Finishing -

1.	Assistant foreperson	BL	3C
2.	Board and/or press hand (including pre-boarding)	W	2A
3.	Cloth cutting or cropping machine attendant	Y	2A
4.	Cutting measured lengths of finished cloth, employee responsible	R	2A
5.	Dye house and/or bleach house and/or finishing machine operator/attendant	R	2A
6.	Dye stuffs and/or chemicals weigher and/or dispenser	AB	2B
7.	Examiner and/or passer of pieces:		
	(a) after mending	AM	2D
	other	R	2A
8.	Examiner during finishing process	W	2A
9.	Examiner of finished cloth	AC	2B
10.	Examiner of finished cloth, assistant	R	2A
11.	Fork lift driver (see clause 5(h))	see note below	
12.	Grader and/or pairer	N	1B
13.	Grey room attendant	N	1B
14.	Hank stripper and/or puller		1B
14A.	High rise stacker operator (see clause 5(h))	see note below	
15.	Knotter and/or burler	N	1B
16.	Labourer	A	1A
17.	Machine operators and/or attendants not elsewhere specified	R	2A
18.	Mender and/or darning		
	Worsted	AD	2B
	Other	R	2A
19.	Oiler and/or cleaner	F	1A
20.	Passer of domestic flannel and/or blankets	R	2A

21.	Piece scouring and/or washing machine milling and/or piece carbonising machine operators and/or attendants	W	2A
22.	Recorder	AB	2B
23.	Rug Fringer	Q	1B
24.	Steam press operator - hosiery	AM	2D
25.	Storeman/woman (see clause 5(h))	see note below	
26.	Sulphur house hand (for time engaged on sulphur - house work)	AC	2B
27.	Sweeper	A	1A
28.	Test room and/or laboratory attendant	AB	2B
29.	Tow motor driver (see clause 5(h))	see note below	
30.	Trucker and/or wheeler and/or conveyor	A	1A
31.	Warehouse employee (see clause 5(h))	see note below	
32.	Water softening plant operator in charge	AB	2B
33.	All other adult employees not elsewhere specified	A	1A

Division "C" - Cotton and Man Made Fibre -

1.	Assistant foreperson BR	BR	3C
2.	Back tenter -		1B
3.	Beam lifter -		1B
4.	Card cutter:		
	1st year's experience	AJ	2D
	2nd years experience	AY	2E
	Thereafter	BF	3B
5.	Card and/or chain maker	R	2A
6.	Cloth doffer	A	1A
7.	Creeler	F	1A
8.	Cropper	R	2A
9.	Doffer	A	1A
10.	Drawer-in	AB	2B
11.	Dry taper	W	2A
12.	Dye stuffs and/or chemicals weigher and/or dispenser	AB	2B
13.	Examiner and/or picker - finished cloth	Y	2A
14.	Examiner and/or picker-loom state cloth	R	2A
15.	Finisher and/or cutter, examiner, parceller and trimmer	R	2A
16.	Finishing operators not elsewhere specified	R	2A
17.	Fork lift driver (see clause 5(h))	see note below	
18.	Heddle cleaner		1B
18A.	High rise stacker operator (see clause 5(h))	see note below	
19.	Labourer	A	1A
20.	Textile mechanic:		
	1st year's experience	BA	3C
	2nd years experience	BI	3C
	Thereafter	BO	4B
21.	Textile mechanic/assistant	AJ	2D
22.	Machine operators and/or attendants not elsewhere specified	R	2A
23.	Oiler and/or cleaner	F	1A
23A.	Pedestrian fork lift operator (see clause 5(h))	see note below	
24.	Reacher-in -		1B
25.	Recorder	AB	2B
26.	Repairer - binder, harness frame, reed or shuttle	R	2A
27.	Roller coverer	AJ	2D
28.	Roller coverer's assistant -		1B
29.	Sewing machinist:		
	1st 6 weeks experience	B	1A
	Thereafter	V	2A
30.	Sizer	AJ	2D
31.	Sizer's assistant	R	2A

32.	Smash weaver	AB	2B
33.	Storeman/woman (see clause 5(h))	see note below	
34.	Storeman in charge of finished cloth (see clause 5(h))	see note below	
35.	Stripper and grinder - cards	AB	2B
36.	Sweeper	A	1A
37.	Tapeman	-	1B
38.	Test room and/or laboratory attendant	AB	2B
39.	Tier-in	AB	2B
40.	Tow motor driver (see clause 5(h))	see note below	
41.	Trucker wheeler and/or conveyor	A	1A
42.	Twister-in	AB	2B
43.	Warehouse employee (see clause 5(h))	see note below	
44.	Warp gaiter	AB	2B
45.	Warp tying assistant	-	1B
46.	Warper	W	2A
47.	Weaver:		
	1st three months experience	J	1B
	Thereafter	AB	2B
48.	Weft supplier	A	1A
49.	Yarn packer -		1B
50.	All other adult employees not elsewhere specified	A	1A

Division "D" - Elastic Webbing and Lace -

1.	Assistant foreperson	BL	3C
2.	Braiding machine operator:	A	1A
	1st 3 months experience	R	2A
	Thereafter	R	2A
3.	Card stamper, handler and/or changer	R	2A
4.	Circular lace machine operator and/or attendant:		
	1st 3 months experience	A	1A
	Thereafter	R	2A
5.	Creeler	F	1A
6.	Drawer and/or ironer	M	1B
7.	Dye house and/or bleach house and/or finishing machine operator and/or attendant	R	2A
8.	Dye stuffs and/or chemicals weigher and/or dispenser	AB	2B
9.	Examiner and/or carder	R	2A
10.	Fork lift driver (see clause 5(h))	see note below	
10A.	High rise stacker operator (see clause 5(h))	see note below	
11.	Labourer	A	1A
12.	Textile mechanic:		
	1st year's experience	BA	3C
	2nd years experience	BI	3C
	Thereafter	BO	4B
13.	Machine operators and/or attendant not elsewhere specified	R	2A
14.	Oiler and/or cleaner	F	1A
15.	Pattern fixer:		
	1st year's experience	T	2A
	Thereafter	AH	2D
16.	Recorder	AB	2B
17.	Rubber Coverer:		
	1st three months experience	A	1A
	Thereafter	R	2A
18.	Rubber Warper:		
	1st 3 months experience	A	1A
	Thereafter	R	2A
19.	Storeman/woman (see clause 5(h))	see note below	

20.	Sweeper	A	1A
21.	Test room and/or laboratory attendant	AB	2B
22.	Tow motor driver (see clause 5(h))	see note below	
23.	Trucker and/or wheeler and/or conveyor	A	1A
24.	Warehouse employee (see clause 5(h))	see note below	
25.	Warper:		
	1st 3 months experience	E	1A
	Thereafter	W	2A
26.	Weaver:		
	1st 3 months experience	E	1A
	Thereafter	W	2A
27.	All other adult employees not elsewhere specified	A	1A

Division "E" - Fabric Printing -

1.	Assistant foreperson	BR	3C
2.	Colour and/or gum mixing, operator in charge	AC	2B
3.	Colour and/or gum mixer, other	R	2A
4.	Designer	CE	5A
	Other	CD	4A
5.	Engraver of designs on copper rollers	AN	2D
6.	Examiner of finished products	R	2A
7.	Fork lift driver (see clause 5(h))	see note below	
7A.	High rise stacker operator (see clause 5(h))	see note below	
8.	Labourer	A	1A
9.	Machine operators and or attendants not elsewhere specified	R	2A
10.	Oiler and/or cleaner	F	1A
11.	Printing machine assistant not elsewhere specified	-	1B
12.	Recorder	AB	2B
13.	Roller grinder	R	2A
14.	Roller machine printing, operator in charge	AN	2D
15.	Roller machine and/or rotary screen printing assistant	R	2A
16.	Rotary screen printing, operator in charge	AN	2D
17.	Screen maker	Y	2A
18.	Screen room assistant	R	2A
19.	Steaming, operator in charge	Y	2A
20.	Storeman/woman (see clause 5(h))	see note below	
21.	Sweeper	A	1A
22.	Technical drawer:		
	1st year's experience	AU	2E
	Thereafter	CC	3B
23.	Technical photographer (charge hand)	AJ	2D
24.	Technical photographer	R	2A
25.	Test room and/or laboratory attendant	AB	2B
26.	Textile printer (automatic) flat bed:		
	1st three months experience	M	1B
	Thereafter	AD	2B
27.	Textile printer (hand) flat bed:		
	1st 3 months experience	G	1A
	Thereafter	Y	2A
28.	Tow motor driver (see clause 5(h))	see note below	
29.	Trucker and/or wheeler and/or conveyor	A	1A
30.	Warehouse employee (see clause 5(h))	see note below	
31.	All other adult employees not elsewhere specified	A	1A

Division "F" - Felts -

1.	Assistant foreperson	BL	3C
2.	Burlers and/or menders	AD	2B

3.	Fork lift driver (see clause 5(h))	see note below	
3A.	High rise stacker operator (see clause 5(h))	see note below	
4.	Joiners and/or seamers	AU	2E
5.	Labourer	A	1A
6.	Machine operators and/or attendants not elsewhere specified	Y	2A
7.	Oiler and/or cleaner	F	1A
8.	Recorder	B	2B
9.	Sewing machinist	AL	2B
10.	Storeman/woman (see clause 5(h))	see note below	
11.	Textile mechanic:		
	1st year's experience	BA	3C
	2nd years experience	BI	3C
	Thereafter	BO	4B
12.	Tow motor driver (see clause 5(h))	see note below	
13.	Warehouse employee (see clause 5(h))	see note below	
14.	Warper, weaver and or drawer-in	AB	2B
15.	Weaver/jobber and/or weaver/starter	BI	3C
16.	All other adult employees not elsewhere specified	A	1A

Division "G" - Knitting -

1.	Assistant foreperson full fashioned hosiery	BR	3C
2.	Assistant foreperson - other	BL	3C
3.	Board and/or press hand (including pre-boarding)	W	2A
4.	Creeler	F	1A
5.	Cutter machine (including Gerber machine cutter)	CF	3C
6.	Cutter - hand	CG	3C
7.	Cutter - hosiery	CH	3A
8.	Dye stuffs and/or chemicals weigher and/or dispenser	AB	2B
9.	Dye house and/or bleach house machine operator or attendant	R	2A
10.	Examiner:		
	Outerwear	R	2A
	Other	N	1B
11.	Finisher	N	1B
12.	Folder (including fabrics)	N	1B
13.	Fork lift driver (see clause 5(h))	see note below	
14.	Grader and/or pairer	N	1B
14A.	High rise stacker operator (see clause 5(h))	see note below	
15.	Knitter:		
	1st 3 months experience	D	1A
	2nd 3 months experience	P	1B
	Thereafter	AA	2A
16.	Knitter/threader (warp knitting)	AJ	2D
16A.	Knitter - hand (Needles)	AA	2A
17.	Layer up machine	R	2A
17A.	Layer up hand	N	1B
18.	Labourer	A	1A
19.	Linker:		
	1st 3 months experience	D	1A
	Thereafter	Z	2A
20.	Machine Operator full fashions:		
	1st year's experience	AI	2D
	Thereafter	BB	3A
21.	Machine operators and/or attendants not elsewhere specified (including Autoclave and women in charge of die cutting machine)	R	2A

22.	Machinist (sewing)		
	1st 3 months experience	D	1A
	Thereafter	AL	2B
22A.	Marking in operator (computerised systems)	CF	3C
23.	Textile Mechanic:		
	1st year's experience	BA	3C
	2nd years experience	BI	3C
	Thereafter	BO	4B
23A.	Textile Mechanic Special Class (as defined)	CL	5B
24.	Micro processor (lock stitch machine)	AL	2B
25.	Mender	Z	2A
26.	Oiler and/or cleaner	F	1A
27.	Parceller and/or boxer and/or assembler	N	1B
28.	Presser (hand) and/or ironer including Simmonds steam iron)	U	2A
29.	Recorder	AB	2B
30.	Seamer:		
	1st six weeks experience	D	1A
	Thereafter	Z	2A
31.	Textile Mechanic (sewing machine)	BO	4B
31A.	Textile Mechanic Special Class (sewing machine) (as defined)	CL	5B
32.	Spinner, twister, winder and/or reeler	R	2A
33.	Steam press operator	AM	2D
34.	Storeman/woman (see clause 5(h))	see note below	
35.	Sweeper	A	1A
36.	Test room and/or laboratory attendant	AB	2B
37.	Topper	N	1B
38.	Tow motor driver (see clause 5(h))	see note below	
39.	Trimmer	H	1A
40.	Trucker and/or wheeler and/or conveyor	A	1A
41.	Warehouse employee (see clause 5(h))	see note below	
42.	Warper	W	2A
43.	All other adult employees not elsewhere specified	A	1A

Division "H" - Narrow Fabrics, Trimmings and Embroidery -

1.	Assistant foreperson	BL	3C
2.	Assistant on automatic embroidery machine	R	2A
3.	Braiding machine operator:		
	1st 3 months experience	A	1A
	Thereafter	R	2A
4.	Card stamper, handler and/or changer	R	2A
5.	Cord spinner:		
	1st 3 months experience	A	1A
	Thereafter	R	2A
6.	Cord twister:		
	1st 3 months experience	A	1A
	Thereafter	R	2A
7.	Creeler	F	1A
8.	Embroidery embosser (repairs)	Z	2A
9.	Embroidery machine operator (automatic shuttle) 5-15 yards:		
	1st 3 months experience	F	1A
	Thereafter	AF	2C
10.	Embroidery machine operator (other) 5-10 yards:		
	1st 3 months experience	A	1A
	Thereafter	R	2A
11.	Finisher	L	1B
12.	Fork lift driver (see clause 5(h))	see note below	
13.	Harness frame maker and/or repairer	R	2A

13A.	High rise stacker operator (see clause 5(h))	see note below	
14.	Jacquard card cutter:	AJ	2D
	1st year's experience	AY	2E
	2nd years experience	BF	3B
	Thereafter	-	1B
15.	Jacquard card handler	A	1A
16.	Labourer		
17.	Textile Mechanic:		
	1st year's experience	BA	3C
	2nd years experience	BI	3C
	Thereafter	BO	4B
18.	Machine operators and/or attendants not elsewhere specified	R	2A
19.	Oiler and/or cleaner	F	1A
20.	Recorder	AB	2B
21.	Storeman/woman (see clause 5(h))	see note below	
22.	Sweeper	A	1A
23.	Tassel hand (cordage)	N	1B
24.	Test room and/or laboratory attendant	AB	2B
25.	Tow motor driver (see clause 5(h))	see note below	
26.	Trucker and/or wheeler and/or conveyor	A	1A
27.	Twister-in	AB	2B
28.	Warehouse employee (see clause 5(h))	see note below	
29.	Warper:		
	1st 3 months experience	E	1A
	Thereafter	W	2A
30.	Weaver:		
	1st 3 months experience	J	1B
	Thereafter	AB	2B
31.	All other adult employees not elsewhere specified	A	1A

Division "I" - Mercerising -

1.	Fork lift driver (see clause 5(h))	see note below	
1A.	High rise stacker operator (see clause 5(h))	see note below	
2.	Labourer	A	1A
3.	Machine operators and/or attendants	R	2A
4.	Oiler and/or cleaner	F	1A
5.	Recorder	AB	2B
6.	Storeman/woman (see clause 5(h))	see note below	
7.	Sweeper	A	1A
8.	Test room and/or laboratory attendant	AB	2B
9.	Tow motor driver (see clause 5(h))	see note below	
10.	Trucker and/or wheeler and/or conveyor	A	1A
11.	Warehouse employee (see clause 5(h))	see note below	
12.	Warp mercerising, operator in charge	AE	2C
13.	All other adult employees not elsewhere specified	A	1A

Division "J" - Quilting -

1.	Machine operators and/or attendants	R	2A
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Division "K" - Sanitary Pads, Belts, Cotton Wool and Disposable

Napkins -

1.	Assistant foreperson	BL	3C
2.	Contour diaper machine operator (Kimberly Clark Only)	BJ	3B
3.	BCW line operator and/or diaper machine operator	CI	2D
4.	Feminine napkin machine operator	CJ	2C
5.	Fork Lift Driver (see clause 5(h))	see note below	

5A.	High rise stacker operator (see clause 5(h))	see note below	
6.	Labourer	A	1A
7.	Machine operators and/or attendants	R	2A
8.	Oiler and/or cleaner	F	1A
9.	Storeman/woman (see clause 5(h))	see note below	
10.	Sweeper	A	1A
11.	Test room and/or laboratory attendant	AB	2B
12.	Tow motor driver (see clause 5(h))	see note below	
13.	Trucker and/or wheeler and or conveyor	A	1A
14.	Utility attendant diaper machine	CK	2B
15.	Warehouse employee (see clause 5(h))	see note below	
16.	All other adult employees not elsewhere specified	A	1A

Division "L" - Synthetic Fibres and Throwsters -

1.	Assistant foreperson (extrusion, spinner, draw twister, texturising, staple, warper, weaver)	BQ	4A
2.	Assistant foreperson - other	BR	
3.	Ancillary operative (pack assembler and/or dissembler, salt bath, steam air furnace, spinner broacher, pinnet inspector, spin finish)		3C
4.	Creeler	W	2A
5.	Fork lift driver (see clause 5(h))	F	1A
5A.	High rise stacker operator (see clause 5(h))	see note below	
6.	Inspector and packer	see note below	
7.	Machine cleaner and/or stripper	W	2A
8.	Machine operators and/or attendants not elsewhere specified (including Autoclave)	F	1A
9.	Oiler and/or cleaner	R	2A
10.	Polymer handling attendant	F	1A
11.	Process operative (extrusion spinner, draw twister, texturising, staple warper, weaver)	W	2A
12.	Process operative (polymerisation)		2A
13.	Service employee (including cleaner in production areas) -	A	1A
14.	Storeman/woman (see clause 5(h))	see note below	
15.	Tapeman	-	1B
16.	Test room and/or laboratory attendant	AB	2B
17.	Trainee operative (classification 11) maximum period 3 months	A	1A
18.	Tow motor driver (see clause 5(h))	see note below	
19.	Warehouse employee (see clause 5(h))	see note below	
20.	Warper	W	2A
21.	Waste Presser	R	2A
22.	Weaver - tyre cord	W	2A
23.	All other adult employees not elsewhere specified	A	1A

Division "M" - Waste, Flock and Wadding -

1.	Assistant foreperson	BL	3C
2.	Cutter	R	2A
3.	Fork lift driver (see clause 5(h))	see note below	
3A.	High rise stacker operator (see clause 5(h))	see note below	
4.	Labourer	A	1A
5.	Machine operators opening, carding, needling washing	S	2A
6.	Machine operators and/or attendants not elsewhere specified	R	2A
7.	Machine operator's assistant	C	1A
8.	Oiler and/or cleaner	F	1A
9.	Presser	R	2A

10.	Recorder	AB	2B
11.	Storeman/woman (see clause 5(h))	see note below	
12.	Sweeper	A	1A
13.	Test room and/or laboratory attendant	AB	2B
14.	Tow motor driver (see clause 5(h))	see note below	
15.	Trucker and/or wheeler and/or conveyer	A	1A
16.	Warehouse employee (see clause 5(h))	see note below	
17.	Waste sorter	R	2A
18.	All other adult employees not elsewhere specified	A	1A

Division "N" - Woollen and Worsted -

1.	Assistant foreperson and/or overlooker (wool stores) (see clause 5(h))	CB	4A
2.	Assistant foreperson and/or overlooker (spin setting)	BR	3C
3.	Assistant foreperson and/or overlooker (weaving)	BR	3C
4.	Assistant foreperson and/or overlooker (other sections)	BL	3C
5.	Acid bowl attendant (see clause 5(h))	BY	2E
6.	Back-wash machine operator	W	2A
7.	Beam lifter	R	2A
8.	Blender, bedder and blend oiler	W	2A
9.	Buncher, bundler and/or tier, ticketer and/or tabber	K	1B
10.	Burr crushing machine attendant (see clause 5(h))	BX	2E
11.	Card chain maker	R	2A
12.	Card cutter	R	2A
13.	Cloth doffer	A	1A
14.	Cloth cutting or cropping machine attendant	Y	2A
15.	Colour and/or batch matcher	AB	2B
16.	Comb minder	W	2A
17.	Creeler	F	1A
18.	Doffer	A	1A
19.	Drawer-in (fancy warps):		
	1st year's experience	F	1A
	2nd years experience	X	2A
	Thereafter	AR	2D
20.	Drawer-in (others)	AB	2B
21.	Dryer attendant (see clause 5(h))	BX	2E
22.	Dye house and/or bleach house and/or finishing machine operators attendants	R	2A
23.	Dye-stuffs and/or chemicals weigher and/or dispenser	AB	2B
24.	Examiner of cloth (loomstate)	R	2A
25.	Examiner of cloth (loomstate) assistant	F	1A
26.	Examiner during finishing process	W	2A
27.	Examiner of finished cloth	AC	2B
28.	Examiner of finished cloth - assistant	R	2A
29.	Examiner of hanks	N	1B
30.	Examiner and passer of pieces after mending	AM	2D
31.	Examiner and/or passer of pieces (others)	R	2A
32.	Fabric splicer (paper mills felt)	AD	2B
33.	Fettler and/or card grinder	W	2A
34.	Fork lift driver (see clause 5(h))	see note below	
35.	Hank stripper and/or puller	-	1B
36.	Heddle cleaner	-	1B
37.	Knotter and Burler	N	1B
38.	Labourer	A	1A
39.	Lanoline plant operator	BZ	3B
40.	Textile Mechanic:		
	1st year's experience	BA	3C
	2nd years experience	BI	3C

	Thereafter	BO	4B
41.	Textile Mechanic/Assistant	AJ	2D
42.	Machine operators and/or attendants not elsewhere specified	R	2A
43.	Make-up of shade cards or tassels	N	1B
44.	Man in charge of one pair of mules	AD	2B
45.	Mender and/or darner (worsted)	AD	2B
46.	Mender and/or darner (other)	R	2A
47.	Needling machine operator (paper mill felts)	Y	2A
48.	Neutraliser attendant overlooking bowls in carbonising plant (see clause 5(h))	BZ	3B
49.	Neutraliser attendant (see clause 5(h))	W	2A
50.	Oiler and/or cleaner	F	1A
51.	Parceller and/or boxer or wool top wrapper inspector	N	1B
52.	Passer of domestic flannels and/or blankets	R	2A
53.	Picker	N	1B
54.	Piece scouring and/or washing machine and/or piece carbonising machine operator	W	2A
55.	Pin setter:		
	(a) Comb circle and/or French comb cylinder:		
	1st year's experience	AY	2E
	2nd years experience	BF	3B
	Thereafter	BP	3C
	(b) Fallers and/or porcupines:		
	1st year's experience	F	1A
	2nd years experience	X	2A
	Thereafter	AR	2D
56.	Reacher-in	-	1B
57.	Recorder	AB	2B
58.	Repairer - harness frame, binder, reed and/or shuttle	R	2A
59.	Roller-coverer	AJ	2D
60.	Roller coverer's assistant	-	1B
61.	Rug fringer	Q	1B
62.	Sewing machinist	V	2A
63.	Shrink resistant process - operator in charge	AB	2B
64.	Shrink resistant process - attendant	W	2A
65.	Sizing machine operator	AJ	2D
66.	Sizer's assistant	R	2A
67.	Silber dabber, maker/repairer	W	2A
68.	Sorter of noils and/or waste	R	2A
69.	Storeman/woman (see clause 5(h))	see note below	
70.	Sulphur house hand (for time engaged on sulphur work)	AC	2B
71.	Sweeper	A	1A
72.	Taker off and examiner	R	2B
73.	Tapeman	-	1B
74.	Test room and/or laboratory attendant	AB	2B
75.	Tier-in	AB	2B
76.	Tier-in assistant	-	1B
77.	Tow motor driver (see clause 5(h))	see note below	
78.	Trucker and/or wheeler and/or conveyor	A	1A
79.	Twister-in	AB	2B
80.	Warehouse employee (see clause 5(h))	see note below	
81.	Warp gaiter	Y	2A
82.	Warper - on vertical type machine	AT	2D
83.	Warper-fancy-warper on double faced rugs and warper using waving attachment	AE	2C
84.	Warper - plain	W	2A
85.	Waste collector, sorter baler and presser (including presser of noils)	R	2A
86.	Weaver patterns	AJ	2D

- (c) That the employer may deduct from time to time from the wages to be paid to the apprentice such sums as may be reasonable for any loss of time occasioned by the absence of the apprentice from his/her employment through any cause, including rationing or suspension approved by the appropriate State Authority, but not including the acts, defaults or commands of the employer or any statutory enactment.
- (d) That any question or difference arising between the employer and the apprentice relating to this indenture or anything contained herein or the construction or operation hereof or any rights, duties or liabilities of the employer or the apprentice hereunder, shall be determined by the said State Authority.
- (e) That this indenture may, subject to the approval of and upon notice in writing to the said State Authority, be cancelled by mutual consent.
- (f) That this indenture shall not be assigned, except with the approval of the said State Authority.
- (g) That this indenture shall be handed over to the said apprentice on the completion of his/her terms of service herein, with a certificate of the apprentice's service endorsed thereon.

And for the true performance of all and every of the said covenants and agreements, each of the said parties bindeth himself to the other by these presents.

Signed, sealed and delivered by the said

Employer	Witness
Apprentice	Witness
Parent or Guardian	Witness

CERTIFICATE OF AGE

I (parent's or guardian's name in full), do hereby solemnly declare and affirm that the within named apprentice was born on the day of 20 , and I (apprentice's name), do likewise declare and affirm that I have been informed and verily believe that I was born on such day as aforesaid. Taken and declared at in the State of on this day of 20 .

Before me: A Justice of the Peace.

ASSIGNMENT OF THE WITHIN INDENTURE

The within named employer do hereby with the consent of assign the within indenture, and the services there under of the within named apprentice of and his/her executors; and the said unto doth hereby declare his/her acceptance of such apprentice and acknowledges himself and his/her executors and administrators to be bound by the covenants on the part of the employer of such apprentice, to be done and performed as fully as if he/she himself had entered into the same as a party under that indenture.

In witness whereof the parties hereto have set their hands and seals this day of 20 .

Signed, sealed and delivered by the said Employer.

(Seal)

of their executors or administrators.

(Consenting party or parties)

(Seal)

in the presence of:

SCHEDULE "F"

TRANSLATION PROCEDURE

Step 1 Getting ready

Arrange and conduct a meeting of the Translation Committee or Consultative Committee to:

Set date/s for union/employee training and make the necessary arrangements

Set date/s for joint training and make the necessary arrangements

Conduct a survey of the language needs of the workforce

Carry out inspection of the factory/workplace to familiarise the Committee with the different sections/work areas.

Step 2 Training and Planning

Undertake union/employee training.

Undertake joint training.

Set date/s for information session/s to workforce and make the necessary arrangements.

Set date/s for transferring the workforce to the new skill levels.

Arrange for suitable interpreters to be available for information sessions and completion of the Questionnaire (and Checklist where used).

Agree on the order in which different sections of the factory/workplace will be translated and establish and prominently display a timetable for translation including the date/s for information sessions to the workforce and for the completion of the Questionnaire (and Checklist where used). Translation should commence as soon as possible after the delivery of training, and must be completed within the transition period.

Agree on how the completion of the Questionnaire (and Checklist where used) will be managed eg. by sections, by language groups.

Select appropriate space within the factory/workplace to carry out translation procedures.

Obtain all the materials necessary.

Provide information to the whole of the workforce on the translation to the new Skill Based Classification Structure. This may be provided verbally and/or in written form and/or by way of a poster. This may be delivered in sections or language groups or to the workforce as a whole.

Arrange for the Committee to brief supervisors on the translation process and provide copy of written materials.

Step 3 Preparing the Skills Questionnaire (and Checklist where used)

In preparation for the Skills Based Classification Structure, an enterprise may, in consultation with the Committee choose to list machine types and then classify the operations performed on them into:

basic
intermediate
complex

This information can be used to assist in determining skill levels by identifying technical skills. It cannot be used without the Questionnaire.

The Checklist must be agreed to as accurate by the Committee before it can be used in the translation process.

Arrange for Questionnaire (and Checklist where used) to be copied for each member of the workforce.

Number each Questionnaire (and its accompanying Checklist where used) consecutively beginning with number 1.

Every page of the same Questionnaire (and accompanying Checklist where used), should be given the same number so that if pages of a completed Questionnaire (and Checklist where used) become detached, they can be identified.

Step 4 Completing the Questionnaire (and Checklist where used)

Responses to the Questionnaire (and Checklist where used) should relate to recurring activities which an employee is competent in and is expected to carry out. Activities which are carried out infrequently or at unpredictable times should be included as long as they are recurring activities which an employee is competent in and is expected to carry out during a normal twelve monthly production cycle.

Activities which an employee has been called on to carry out, only from time to time, because of extraordinary production requirements would not be included. In this case, where employees are called on to exercise high level skills, they would be paid in accordance with clause 14 Mixed Functions of this award.

For example, an employee called on to carry out the activities of another employee because that employee is temporarily absent for a short period of time would not include these activities in their response to the Questionnaire (and Checklist where used). However, if it is the part of an employee's specific duties to relieve in the case of the absence of other employees, as is the case for utility machinists, then those activities should be included.

Periods of training are not to be regarded as part of an employee's usual work.

Arrange for the Questionnaire (and Checklist where used) to be completed by each employee, in manageable groups, during working hours in the manner agreed by the Committee eg., in section/work area, language group.

At least one union and one employer representative of the committee, with the help of interpreters if necessary, will act as facilitators for each group and the facilitators shall explain the Questionnaire (and Checklist where used) and how to fill it out.

They will answer questions about the Questionnaire (and Checklist where used) and ensure that all of the relevant questions have been answered. The role of facilitators is to clarify the meaning of questions to enable employees to make their own responses.

An employee may request a supervisor to complete the Checklist (where used) on behalf of the employee.

Facilitators should pay particular attention to filling in the name of the employee, the job title and the wage band number on to the skill allocation form.

Facilitators should answer any questions about what happens next.

Step 5 Allocating Skill Levels

The Committee shall meet and perform the following procedures:

Ensure a committee secretary is present and has a Skill Level Allocation Form for each employee.

Ensure that each member has a copy of the completed Questionnaire (and Checklist where used) for each employee in the same order and a copy of the skill level classification structure.

The Committee shall then call in supervisors to endorse the employee responses to the Questionnaire (and Checklist where used). Where supervisors disagree with certain responses they shall give their reasons for such differences and these shall be discussed with the employee concerned, with the assistance of an interpreter if necessary. The Committee may seek any other information in an attempt to determine whether the disputed responses are acceptable and may view the employee at his or her work station. Where the Committee cannot make a decision, the employees responses must be accepted.

For each employee:

determine the minimum skill level of the employee by comparing his/her wage band the relevant table appearing below:

Minimum Translation Tables:

Skill Level	Textile Section/Non Make Up Area Skill Level
1	
2	
3	
4	
5	
6	
7	

The current Skill Level 7 Structure becomes the new Skill Level 5 Structure without amendment.

For example a employee in Skill Level 5 will have a minimum Translation to Skill Level 3.

review the completed Questionnaire (and Checklist where used) for the employee.

where an employee's Questionnaire (and Checklist where used) question/s are not answered clearly and members of a Committee require clarification of an employee's response this should be sought from the employee and if necessary their supervisor.

compare the completed Questionnaire (and Checklist where used) with the skill level above the minimum skill level for the employee.

if the employee cannot be allocated to the skill level above their minimum skill level then he/she remains on their minimum skill.

if the employee can be allocated to the skill level above their minimum skill level then compare the completed Questionnaire (and Checklist where used) with the next skill level and so on until the employee can be allocated.

the skill level allocated is the highest level in which the employee satisfies all the necessary requirements.

the Committee Secretary should record the skill level and key reasons for the decision on the Skill Allocation form.

the Questionnaire (and Checklists where used) and the Skill Level Allocation Forms should be kept in a safe place and be available for any subsequent review processes.

Step 6 Where consensus on the appropriate skill level is reached

Notify management and the employee of the recommended skill level.

If both the management and employee accept the recommendation it becomes the confirmed skill level and shall remain so until at least the expiry of the transition period.

Step 7 Where consensus of the appropriate skill level cannot be reached or where it is but the recommendation is not acceptable to management and/or the employee

The Committee will meet with management and the employee separately. It will then review its decision taking into consideration the additional information it has obtained, and attempt to reach a consensus, which will be notified to management and the employee.

If consensus still cannot be reached within the Committee or its recommendation is still not acceptable to management and/or the employee, the matter shall be referred to senior management and a union official who shall endeavour to reach agreement.

Step 8 Senior management and the union official cannot reach agreement

If agreement cannot be reached between senior management and the union official the matter may be referred to the relevant Industrial Committee in accordance with clause 4 - Grievance Procedure of this award.

Textile Workers (State) Industrial Committee

Industries and Callings

Persons engaged in the manufacture and/or fabricating of textile goods including the following;

- (1) Artificial silk;
- (2) Braids;
- (3) Carpets;
- (4) Commission dyeing, bleaching and finishing;
- (5) Cotton;
- (6) Cotton wool;
- (7) Elastic webbing;
- (8) Embroidery;
- (9) Felt (other than paper felt), wool and/or fibre;
- (10) Filament yarns;
- (11) Flax;
- (12) Hosiery;
- (13) Knitted goods;
- (14) Kraft paper yarns;
- (15) Labels;
- (16) Lace;
- (17) Man-made fibres;
- (18) Mercerising;
- (19) Narrow fabrics;
- (20) Printing of textiles;
- (21) Pure silk;
- (22) Quilting;
- (23) Ribbons;
- (24) Sanitary pads and belts;
- (25) Synthetic fibres and yarns;
- (26) Tassels;
- (27) Textile waste and flock;

- (28) Trimmings;
- (29) Wadding;
- (30) Webbing tapes;
- (31) Woollen and worsted;
- (32) Winding yarn for knitted goods

and allied manufacturing and fabricating industries in all their branches and without limiting the meaning includes:

- (a) processing and treatment of raw cotton;
- (b) spinning, throwing, texturising, creping, extruding, mercerising, impregnating, processing and treatment of fibres, filaments, threads, tyre cords, or yarns of all descriptions including animal or vegetable fibres, artificial silk, cotton flax, pure silk, filament, synthetic fibres or wool, or any of them combined with one another or with any other animal, natural or synthetic fibre;
- (c) weaving, including hand weaving braids, fabrics, materials and/or webbing tapes of all kinds and descriptions;
- (d) dyeing, bleaching, calendering, cleaning, pressing and/or finishing of all types of fabrics, filament yarns, material wool tops, yarns and articles of all descriptions up to and including the completed product;
- (e) printing including hand printing, screen and/or roller printing and stamping of fabrics and/or articles of all kinds and descriptions;
- (f) mending and/or repairing (including invisible mending) of fabrics and/or articles of all kinds and descriptions;
- (g) manufacturing of artificial silk, filament yarns, man made fibres and/or synthetic fibres;
- (h) knitting and the manufacture of hosiery, half hose, children's hose, underwear, outerwear, jersey piecegoods, fabrics and like goods or materials;
- (i) storing, sorting, scouring, carbonising, mixing, blending and combing of wool and topmaking;
- (j) storing, blending, carding or garmenting of wool, hair, or other fibres, felting, needling, milling, tentering and/or drying;
- (k) handling or sorting of waste textile material, and/or jute cotton or the like;
- (l) every operation, process, duty and function carried on or performed in or in connection with or incidental to any of the foregoing, whether the whole process of manufacturing is carried on in one establishment or not;
- (m) persons engaged in the manufacture of knitted goods other than puttees and including all persons engaged winding yarn for knitted goods, and persons engaged in the operation of dyeing, bleaching, pressing and finishing as part of the process of manufacture of knitted piece goods and hosiery, whether the whole process of manufacture is carried on in one establishment or not;
- (n) employees engaged in the manufacture and/or treatment of braids, tassels and textile material for footwear;
- (o) persons engaged in the manufacture of textile goods, carpets, sanitary pads, cotton wool, wadding and felt (other than paper felt), and persons engaged in the operations of printing, dyeing, bleaching, pressing and finishing as part of the process of manufacture thereof, whether the whole process of manufacture is carried on in the one establishment or not; and persons engaged in the handling or sorting of waste textile material; and persons engaged in the manufacture of flock and waste and in the handling or sorting of waste textile material and/or jute, cotton or the like, for the purpose of such manufacture;

in the State, excluding the County of Yancowinna;

excepting engine drivers and firemen, greasers, trimmers, cleaners and pumpers, engaged in or about the driving of engines, carters, grooms, stablemen, yardmen and drivers of motor and other power propelled vehicles.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2209 of 2007)

Before Commissioner Connor

28 February 2008

VARIATION

1. Delete Schedule 1 - Rates of Remuneration of the Contract Determination published 19 December 1984 (235 I.G. 1611), as varied, and insert in lieu thereof the following:

SCHEDULE 1

RATES OF REMUNERATION

- (i) It is expressly noted that the rates of remuneration in Schedules 1 and 4 have accounted, and include payment, for the following factors:

1. Wages - based on the General Rate of Pay for a Transport Worker Grade Three as per Table 1 - Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
2. Overtime-in excess of 40 hours each week.
3. Annual Leave.
4. Long Service Leave.
5. Public Holidays.
6. Picnic Day.
7. Sick Leave.
8. Return on capital invested.
9. Depreciation.
10. Lease Costs.
11. Registration and compulsory third party insurance.
12. Comprehensive insurance.
13. Public liability insurance.
14. Personal accident insurance.
15. Administrative overheads.
16. Fuel.
17. Oil.
18. Tyres.
19. Repairs and maintenance.
20. Industry-specific allowances.

- (ii) Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ['the scheme'] for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor shall pay the Rates of Remuneration specified in Table One of this Schedule to the carrier for the performance of that contract of carriage.

(iii) If a carrier is:

ineligible to apply for the rebate pursuant to the scheme; or

has not been requested to apply for the rebate pursuant to the scheme; or

has become ineligible to claim a rebate pursuant to the scheme; or

the scheme is abolished

then the principal contractor shall apply the Rates of Remuneration specified in Table Two of this Schedule to the carrier for the performance of that contract of carriage.

(iv) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause (ii) of this Schedule.

Table One - Vehicle Rates

(Where the Energy Grants (Credits) Scheme is applicable)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles	Hourly Standing Rate (\$ per hour)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)r	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	n/a	n/a	n/a	n/a	n/a	n/a
2 to 5 Tonnes	31.65	43.28	27.60	43.33	22.52	43.43
5 to 8 Tonnes	37.15	55.69	31.36	56.11	24.05	56.20
8 to 10 Tonnes	43.17	67.49	35.51	68.80	30.30	68.91
10 to 12 Tonnes	57.21	95.97	44.54	93.84	36.38	94.07
12 to 14 Tonnes	73.75	120.22	55.27	120.45	43.55	120.74
14 Tonnes +	82.03	143.47	60.78	141.26	46.63	141.60
Single Axle Prime Mover	59.95	130.06	46.57	130.99	38.22	131.24
Bogie Axle Prime Mover	84.38	149.62	62.48	149.38	47.87	149.72

Table Two - Vehicle Rates

(Where the Energy Grants (Credits) Scheme does not apply)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	28.14	40.02	24.25	40.91	n/a	n/a
2 to 5 Tonnes	31.65	46.02	27.60	46.11	22.52	46.22
5 to 8 Tonnes	37.15	58.98	31.36	59.60	24.05	56.55
8 to 10 Tonnes	43.17	70.94	35.51	72.83	30.30	69.44
10 to 12 Tonnes	57.21	101.77	44.54	98.59	36.39	94.98
12 to 14 Tonnes	73.75	127.08	55.27	127.67	43.57	121.54
14 Tonnes +	82.03	152.38	60.78	149.26	46.65	142.70
Single Axle Prime Mover	59.95	137.71	46.57	139.10	38.23	132.11
Bogie Axle Prime Mover	84.38	158.38	62.48	158.14	47.88	150.83

2. Delete Schedule 3 - Additional Amounts, and insert in lieu thereof the following:

SCHEDULE 3

Additional Amounts

1. Trailer Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply a flat top trailer for use in a contract of carriage shall be paid the following allowances for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Single Axle - \$17.04 per day

Dual Axle - \$22.34 per day

Tri Axle - \$27.48 per day

2. Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a contract of carriage shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$3.46 per day.

3. Twistlock Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$2.60 per day.

4. Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Rear-Lift Platforms:

Up to and including 3,000 lbs. capacity : \$ 4.14 per day

Up to and including 6,000 lbs. capacity: \$5.66 per day.

Side-Loading Devices:

\$18.27 per day

3. Delete Schedule 4 - Container Depots and Waterfront Areas, and insert in lieu thereof the following:

SCHEDULE 4

Container Depots And Waterfront Areas

1. The following conditions and allowances shall apply to contracts of carriage performed in or in connection with Container Depots and Waterfront areas, in addition to all other applicable rates and conditions provided for by this Contract Determination.

Provided that the rates contained in Clause 3, Trailer Allowance, of this Schedule shall apply in substitution for the rates contained in Clause 1, Trailer Allowance, Clause 2, Ropes and Gear Allowance, and Clause 3, Twist lock Allowance of Schedule 3, Additional Amounts, of this Contract Determination.

2. The minimum rates of remuneration payable for any contract of carriage performed within the scope of this Schedule and defined in Clause 1, hereof, shall be as follows.

(i) Where: -

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ['the scheme'] for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor

the principal contractor shall pay the amount appearing in the column headed "Rate A" for the appropriate vehicle classification for the performance of that contract of carriage.

(ii) If a carrier is:-

ineligible to apply for the rebate pursuant to the scheme; or

has not been requested to apply for the rebate pursuant to the scheme; or

has become ineligible to claim a rebate pursuant to the scheme; or

the scheme is abolished

then the principal contractor shall pay the amount appearing in the column headed "Rate B" for the appropriate vehicle classification for the performance of that contract of carriage.

(iii) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to sub-clause 2(ii) of this Schedule.

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Rebate	No-Rebate
Not less than 8 and not greater than 10 tonnes	41.67	42.39
Not less than 10 and not greater than 12 tonnes	50.46	51.32
Not less than 12 and not greater than 14 tonnes	60.44	61.69
Not less than 14 Tonnes.	66.58	68.02
Single - Axle Prime Mover	57.66	59.09
Bogie Axle Prime Mover	68.77	70.33

The above rates of remuneration are calculated from "Scale D" (as provided for in the table headed Schedule 1, Vehicle Rates, appearing in Schedule 1, Rates of Remuneration, of this Contract Determination) and are based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

3. Trailer Allowance:

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each day, (or part of a day) during the equipment is so used :-

40 ft Skel trailer - \$45.05 per day

40 ft General Purpose trailer - \$45.05 per day

Dog or Pig trailer - \$33.71 per day

Pup trailer - \$22.50 per day

20 ft Skel trailer - \$40.54 per day

4. Towing rates:

A Contract Carrier, whose vehicle is in the performance of a contract of carriage, is required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro-rata for part of an hour) during which such trailer is towed :-

40 ft trailer - \$2.34 per hour

Dog/Pig trailer - \$4.62 per hour

Pup trailer - \$3.40 per hour

5. Adjustment of the allowances and rates in Clause 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
6. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the NSW Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.
7. Clause 14, Savings Clause, of this Determination shall apply to the above rates and conditions.
8. This variation shall take effect from the beginning of the first pay period to commence on or after 28 February 2008.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - WHOLESALE BUTCHERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1673 of 2007)

Before Commissioner Murphy

15 February 2008

REVIEWED AWARD

PART A

SECTION 1 - APPLICATION AND OPERATION OF AWARD

1. Award Title

This award may be referred to as the Transport Industry - Wholesale Butchers (State) Award

2. Arrangement

Clause No.	Subject Matter
------------	----------------

Section I - Application and Operation of Award

- | | |
|----|-----------------------------|
| 1. | Award Title |
| 2. | Arrangement |
| 3. | Anti-Discrimination |
| 4. | Area Incidence and Duration |
| 5. | Industries and Callings |

Section II - Employer and Employee Duties, Employment Relationship

- | | |
|----|---|
| 6. | Contract of Employment |
| 7. | Duties of Employees |
| 8. | Unauthorised Persons Riding on Vehicles |
| 9. | Redundancy |

Section III - Wages, Allowances and Hours of Employment

- | | |
|-----|--------------------------|
| 10. | Wages |
| 11. | Payment of Wages |
| 12. | Collecting Monies |
| 13. | Superannuation |
| 14. | Hours of Work |
| 15. | Meal Breaks |
| 16. | Overtime |
| 17. | Saturday and Sunday Work |
| 18. | Night Workers |
| 19. | Recall |

Section IV - Leave Entitlements and Public Holidays

20. Annual Leave
21. Sick Leave
22. Personal/Carer's Leave
23. Bereavement Leave
24. Parental Leave
25. Long Service Leave
26. Public Holidays
27. Jury Service
28. Attendance at Repatriation Centres

Section V - Occupational Health and Safety

29. Amenities
30. Clothing and Footwear
31. First-aid
32. Hoods and Windscreens

Section VI - Industrial Relations and the Union

33. Commitment
34. Dispute Resolution Procedure
35. Notice Board
36. Right of Entry
37. Union Membership
38. Secure Employment

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

PART A**3. Anti-Discrimination**

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

- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
- 3.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 3.4 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Area, Incidence and Duration

- 4.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Transport Industry - Wholesale Butchers (State) Award 2000 published 11 May 2001 (324 I.G. 722), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 15 February 2008.

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

- 4.2 It shall apply to all employees, including drivers of motor and other power-propelled vehicles and yardpersons employed in the wholesale transport and delivery of meat from abattoirs, slaughterhouses, and the wholesale transport depots in the State; excepting employees employed in the transport of meat solely or mainly to the retail shop or shops of their employer.

5. Industries and Callings

Carters, grooms, stablehands and yardpersons, including drivers of motor and other power-propelled vehicles, brakesperson, or extra hands employed in the wholesale transport and delivery of meat from abattoirs, slaughterhouses and wholesale meat depots throughout the State, excluding the county of Yancowinna.

excepting:

Employees employed in the transport of meat solely to the retail shop of their employer.

SECTION II - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP

6. Contract of Employment

- 6.1 The employment of a weekly employee may be terminated at the end of any pay day by either party without notice or at any time by either party on the giving of one week's notice. An employer failing so to terminate shall pay to the employee one week's ordinary pay in addition to any monies actually earned in that week, and an employee failing so to terminate shall forfeit one week's ordinary pay which may be deducted from any monies due to the employee.
- 6.2 A casual employee shall be employed by the day and his/her employment shall terminate at the end of each day. An employee who terminates his/her employment as from a time prior to the end of the ordinary working hours on any day shall not be entitled to payment in respect of any time actually worked on that day.
- 6.3 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

7. Duties of Employees

- 7.1 Subject to the provisions of subclause 7.2 of this clause, a driver shall not be called upon to do work other than:
- 7.1.1 driving;
 - 7.1.2 loading and unloading the vehicle of which he/she is in charge;
 - 7.1.3 assisting in loading and unloading others' vehicles;
 - 7.1.4 on each day, other than a Saturday, washing his/her vehicle (inside and out) to meet hygiene standards, for which he/she shall receive a washing allowance as set in Item 1 of Division B of Table 2 - Allowances, of Part B, Monetary Amounts, for each week in which such washing occurs; provided that, where the number of vehicles in a yard is six or more, then the employer shall provide a washer to perform all washing duties.
 - 7.1.5 the refuelling of any truck or vehicle which he/she has driven during the course of his/her duties on any day. A driver may be further required to carry out minor repairs, such as changing tail lights, and each driver shall be ready, willing and able to change tyres and perform similar - not specialist - vehicle maintenance tasks.
- 7.2 Any driver may be called upon to perform sundry duties in and about the garage on any day excepting a Saturday, a Sunday or a holiday; provided that he/she shall not be required to take out any vehicle for the purpose of delivering meat on the same day that the employee is called upon to perform such sundry duties except in the case of a breakdown or accident to any vehicle or employee engaged in the delivery of meat on that day. Any day occupied in such work shall not exceed eight hours nor shall the finishing time be later than 4.00 p.m.
- 7.3 The duties of a yardperson shall be to perform work in or about yards and shall include, if required, the washing of motor vehicles or the servicing of tyres.
- 7.4 Delivery to the premises of retail butcher shops and/or factories includes lifting the meat on and off the scale; provided that an employee shall not be required to lift, without assistance, any carcass in excess of 55 kg on to or off a scale if the distance from floor level to the bottom of the hook of the scale exceeds 2 metres.
- 7.5 An employee shall not carry goods of any description into or from any depot, meat hall or slaughterhouse more than nine metres from the tailboard of the wagon.
- 7.6 An employee shall not be called upon to lift from the floor of his/her hanging vehicle any article over the weight of 32 kg or to stack more than three tiers high without adequate assistance.
- 7.7 An employee shall not be called upon to unload, without adequate assistance, any carcass or portion of a carcass over the weight of 55kg which is hung low on any rail of a hanging wagon with the exception of the rail nearest to the tailboard. "Hung low" means hung on a double hook or hook and rope so that the whole carcass or portion hung is situated below other carcasses or portions hung from the same wall.
- 7.8 An employee shall not be called upon to hang up, without assistance, any carcass or portion of a carcass, carried from his/her wagon, in excess of 64 kg weight.
- 7.9 Pigs exceeding 64 kg and calves exceeding 50 kg shall not be handled without assistance unless chopped into sides. Back-fatters and yearlings over 136 kg shall not be handled without assistance unless split and quartered. In accordance with the New South Wales *Occupational Health and Safety Act 2000*, the employer should ensure that systems of work are safe and without risks to health.

7.10 All meat hung shall be at least 8 centimetres clear of any cartons carried on the wagon.

7.10.1 Where an employer requires any of his/her employees to unload or to assist in the unloading of railway trucks he/she shall pay such employee as set in Item 2 of Division B of Table 2 - Allowances, of Part B, Monetary Amounts, per day for each day on which he/she so unloads in addition to the minimum wages prescribed in clause 10, Wages; provided, however, that an employee shall not under this subclause receive less than the amount as set in the said Item 2 in any week in which he/she so unloads.

7.10.2 Where a full TRC railway truck is required to be loaded or to be unloaded, not less than four men/women shall be employed and when a SRC railway truck or half or less than half of a TRC railway truck is required to be loaded or to be unloaded, not less than two persons shall be employed.

7.11 Employees appointed to perform the operation of chiller and/or blower shall receive the amount set out in item number 2A of Table 2 - Allowances, of Part B, Monetary Rates.

8. Unauthorised Persons Riding on Vehicles

An employee and/or employer shall not permit any unauthorised person to accompany the employee on his/her vehicles or permit any such person to assist them in the delivery of goods, wares, merchandise or materials unless such person has been engaged as an employee or is the owner of such goods, wares, merchandise or materials.

9. Redundancy

See the Transport Industry - Redundancy (State) Award published 8 September 2000 (318 I.G. 458).

SECTION III - WAGES, ALLOWANCES AND HOURS OF EMPLOYMENT

10. Wages

10.1 The wage rates as set out in Table 1 - Wages, of Part B, Monetary Rates, for the classifications set out in this clause are total weekly rates of pay (except where otherwise specified).

10.2 For the purposes of computing wages, overtime, etc., the additional amounts as set out in the said Part B, and referred to in this clause, form part of the weekly wage for the work performed.

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

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

11. Payment of Wages

11.1 Weekly Employees - Pay day shall be not later than Friday in each week. Pay shall be made up in cash to the ordinary ceasing time on Wednesday, provided that where time is made up to the ordinary ceasing time on Thursday, such practice shall continue.

11.2 Casual Employees - A casual employee shall be paid at the end of each day or at the termination of his/her casual employment; provided that a casual employee shall receive at least one pay each week.

11.3 Overtime due during any pay week shall be made up to and including the Wednesday preceding pay day. In yards in which it is customary for overtime to be made up to and including Thursday, such practice shall continue.

- 11.4 Each employee shall be supplied with a pay envelope, docket, or other form of receipt containing details of wages and overtime and deductions made.
- 11.5 When employees are kept waiting for their pay for more than fifteen minutes after the usual finishing time they shall be paid for all time kept waiting at overtime rates.
- 11.6 Notwithstanding anything elsewhere contained in this clause, the employer may pay employees by way of cheque or electronic transfer of funds to a bank account of the employee's. By agreement with any current employee, the employer may pay wages to such employee in the same manner.

12. Collecting Monies

Employees who are required to collect monies upon delivery of goods, excluding non-negotiable cheques, on behalf of the employer and/or the employer's clients shall be paid the additional rates as provided for in Items 3 and 4 of Division C of Table 2 - Allowances, of Part B, Monetary Amounts.

13. Superannuation

See the Transport Industry - (State) Superannuation Award (No. 2) published 17 March 2000 (314 I.G. 148).

14. Hours of Work

- 14.1 Weekly Hands - The ordinary working hours, exclusive of meal times, shall not exceed eight per day and forty per week, to be worked as follows:
- 14.1.1 In the case of employees other than yardmen engaged in the washing of vehicles, between the hours of 6.00 a.m. and 5.00 p.m. on the days Monday to Friday, inclusive.
- 14.1.2 In the case of yardmen engaged in the washing of vehicles, between the hours of 6.00 a.m. and 12 midnight on the days Monday to Friday, inclusive.
- 14.1.3 Employees are to be at their work stations or vehicles appropriately dressed, ready to commence work at the designated starting time.
- 14.2 Casual Hands - The ordinary hours of work for casual hands shall not, without the payment of overtime, exceed the prescribed hours per day for weekly hands and such hours shall be worked between the earliest and latest times prescribed for such weekly hands.
- 14.3 Weekly and Casual Hands:
- 14.3.1 Within the limits hereinbefore mentioned, the employer shall fix the starting and finishing times for each employee.
- 14.3.2 In no circumstances shall an employee commence work before 6.00 a.m., other than when such employee is being paid the appropriate penalty rates.
- 14.3.3 It is a condition of this award that all employees shall be at their work stations or vehicles, ready to commence work and appropriately dressed, with all equipment, at the starting time nominated by the employer.
- 14.3.4 Notwithstanding the spread of ordinary hours as expressed in this clause, an employer and employee may agree to alternative starting and/or finishing times for ordinary hours outside of this spread, provided that any agreement reached shall be committed to writing with each party receiving a copy of such written agreement.

15. Meal Breaks

- 15.1 Each employee shall be entitled to a meal break of thirty minutes commencing not more than five hours after the commencement of his/her ordinary hours of work.

- 15.2 Where an employee is required to continue work on overtime immediately on the completion of his/her ordinary hours of work and such overtime is of one and a half hours duration or more and, in the case of a day worker, extends beyond 5.00 p.m. on any day, he/she shall be entitled to a meal break of 30 minutes. An employee may elect to work through such meal break and in such case he/she shall be paid for all work so performed at the appropriate overtime rate.
- 15.3 This subclause shall apply to an employee who is required to work overtime which will continue until the commencement of his/her ordinary hours of work and which commences more than two hours before his/her ordinary commencing time. Where such employee is required to commence work at 6.00 a.m. or earlier, he/she shall be allowed a meal break commencing not later than 8.00 a.m.
- 15.4 A meal break shall not be counted as time worked.
- 15.5 An employee who is required to work overtime for one and one-half hours or more after the normal ceasing time shall be paid a meal allowance of the amount specified in Item 5 of Division D of Table 2 - Allowances, of Part B, Monetary Amounts, provided that in the case of a day worker such overtime extends beyond 5.00 p.m. on any day.
- 15.6 Notwithstanding anything elsewhere contained in this clause, an employer and employee may enter into a private agreement in respect of taking meal breaks and such agreement shall be in lieu of any other provisions of this award. Such agreement will be in a written form signed by the employer and employee.

16. Overtime

- 16.1 Overtime at the rate of time and one-half for the first two hours and at the rate of double time thereafter shall be paid to all employees as follows:
- 16.1.1 For all time worked between the earliest and latest times mentioned in clause 14, Hours of Work, in excess of forty hours in any one week or in excess of the ordinary hours of work in any week which includes a public holiday.
- 16.1.2 For all time worked between each earliest and latest times in excess of eight hours per day or before the fixed commencing time or after the final finishing time.
- 16.1.3 For all time worked before the said earliest time and for all time worked after the said latest time.
- 16.1.4 For the purpose of the computation of overtime, each day shall stand alone; provided that if overtime continues after 12 midnight, double time shall be paid for all time worked up to the completion of overtime work.
- 16.2 Limitation of overtime -
- 16.2.1 Subject to the provisions of 16.2.4, and clause 15, Meal Breaks, an employee may be required to work for a continuous period amounting to twelve hours, excluding meal breaks, from the time of commencing work.
- 16.2.2 In the event of a breakdown in the item of plant or equipment being driven or in cases where the employer is required to provide a service within a limited period of time and it is not practicable to provide other labour to carry out the necessary work, the said twelve hours may be exceeded by no more than one hour.
- 16.2.3 Except in the case of accident or circumstances over which the employer has no control an employee shall not work, and an employer shall not require an employee to work, more than a total of sixty hours, including overtime, in any week exclusive of unpaid intervals allowed for meals.
- 16.2.4 An employee who is required to work for any period amounting to twelve hours from the time of commencing work shall be granted a respite from and shall be entitled to absent himself/herself

from work until he/she has had ten consecutive hours off duty but shall not be paid for such period of absence.

16.2.5 Restrictions on Driving Periods - See the Motor Traffic Act, and the Regulations thereunder as to the restrictions on driving periods for motor vehicles having an unladen weight in excess of two tonnes.

17. Saturday and Sunday Work

- 17.1 An employee called upon to work on a Saturday shall be paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter and shall be guaranteed and/or shall be paid for a minimum of four hours at the appropriate rate for each start; provided that where an employee is required to commence work at 12 noon or thereafter, he/she shall be paid at the rate of double time.
- 17.2 An employee called upon to work on a Sunday shall be paid at the rate of double time and shall be guaranteed and/or shall be paid for a minimum of four hours' work at the appropriate rate for each start.

18. Night Workers

Employees may be engaged as night workers with the written consent of the union and, if so, shall be paid not less than 30 per cent in addition to the appropriate rate specified by clause 10, Wages.

19. Recall

An employee recalled for work after completing their ordinary hours for the day shall be guaranteed and shall be paid for at least four hours' work for each start at the rate prescribed in subclause 16.1.

SECTION IV - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

20. Annual Leave

- 20.1 See *Annual Holidays Act 1944*.
- 20.2 An employee at the time of entering upon a period of annual leave (or, in the case of an employee with at least six months' service whose employment is terminated, at the completion of employment), shall be entitled to an additional payment in respect of the period of employment to which the said leave (or pro rata leave) is referable, calculated on the basis of three and one-third hours' ordinary pay for each completed month of service.
- 20.3 Leave is reserved to the parties to apply in respect to this clause.

21. Sick Leave

- 21.1 "Year" shall mean the period from 1 July to 30 June next following.
- 21.2 An employee, other than a casual employee, with not less than three months' continuous service with the employer who is absent from work by reason of personal illness or injury, not being illness or injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- 21.2.1 He/she shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before his/her ordinary starting time on the first day of the absence, and in any event within twenty-four hours, inform the employer of his/her inability to attend for duty and, as far as practicable, state the nature of the illness or injury and estimated duration of the absence.
- 21.2.2 He/she shall furnish to the employer such evidence as the employer may reasonably desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.

- 21.2.3 Except as hereinafter provided, he/she shall not be entitled in any year (as defined), whether in the employ of one employer or several in the aforesaid industry in such year, to leave in excess of forty hours of ordinary working time.
Provided that:
- 21.2.3.1 If his/her employment continues with the one employer after the first year, his/her leave entitlement shall increase to a maximum entitlement of 64 hours of ordinary working time, at which figure it shall remain for any subsequent years of continued employment.
- 21.2.3.2 If the employment of an employee who has become entitled to leave in accordance with subparagraph 21.2.3.1 of this paragraph is terminated for any reason, he/she shall not be entitled, in the employ of any employer in the industry in that year, to leave in excess of forty hours' ordinary working time.
- 21.3 For the purpose of administering 21.2.3 of this clause, an employer within two weeks of the employee entering his/her employment, may require an employee to make a statutory declaration or other written statement as to what paid leave of absence he/she has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and act.
- 21.4 The rights under this clause shall accumulate from year to year, so long as his/her employment continues with the one employer, so that any part of the leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- 21.5 If an award holiday occurs during an employee's absence on sick leave, then such award holiday shall not be counted as sick leave.
- 21.6 Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under 21.2.3, but shall not be taken into consideration in arriving at the period of accumulated leave.
- 21.7 Accumulated sick leave to the credit of an employee at the commencement of the award shall not be affected or reduced by the operation of this clause.

22. Personal/Carer's Leave

22.1 Use of Sick Leave -

22.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 22.1.3.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 21, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

22.1.2 The employee shall, if required,

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

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

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

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

22.1.3.2 the person concerned being:

22.1.3.2.1 a spouse of the employee; or

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

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

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

22.1.3.2.5 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.

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

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

Where the parties are unable to reach agreement the disputes procedure at clause 34, Dispute Resolution Procedure, should be followed.

22.2 Unpaid Leave for Family Purpose -

22.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 22.1.3.2 above who is ill or who requires care due to an unexpected emergency.

22.3 Annual Leave -

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

22.3.2 Access to annual leave, as prescribed in paragraph 22.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

- 22.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- 22.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- 22.4 Time Off in Lieu of Payment for Overtime -
- 22.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 22.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 22.4.3 If, having elected to take time as leave in accordance with paragraph 22.4.1 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.
- 22.4.4 Where no election is made in accordance with the said paragraph 22.4.1, the employee shall be paid overtime rates in accordance with the award.
- 22.5 Make-up Time -
- 22.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 22.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- 22.6 Rostered Days Off -
- 22.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 22.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 22.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 22.6.4 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.
- 22.7 Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 22.1.2 and 22.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 22.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

23. Bereavement Leave

- 23.1 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, on each occasion of the death of a person within Australia as prescribed in subclause 23.3.
- 23.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- 23.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in 22.1.3, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 23.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 23.5 Bereavement leave may be taken in conjunction with other leave available under 22.2, 22.3, 22.4 and 22.5. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 23.6 Bereavement entitlements for casual employees
- 23.6.1 Subject to the evidentiary and notice requirements in 23.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 22.1.3.2 of clause 22, Personal/Carer's Leave.
- 23.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 23.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

24. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

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

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

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

25. Long Service Leave

See *Long Service Leave Act 1955*.

26. Public Holidays

- 26.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and the picnic day of the Transport Workers' Union of Australia, New South Wales Branch, are observed, together with any other days which hereafter may be proclaimed as holidays by the Government for the State, shall be holidays; provided that the said union picnic day shall, for the purpose of this award, be the day observed as Butchers' Picnic Day in New South Wales.
- 26.2 Work done on any of the holidays prescribed by 26.1 by an employee shall be paid at the rate of time and one-half in addition to the weekly wage with a minimum of four hours' pay for each start.
- 26.3 In any week in which a holiday occurs, and in respect of each holiday occurring in that week, eight hours shall be counted as ordinary hours worked although not actually worked.
- 26.4 No deduction shall be made from the wage of a weekly employee who has not worked on any such holiday; provided that he/she has not been absent without leave or reasonable excuse during any part of the working day before or the working day after such award holiday, or if it is a consecutive award holiday during any part of the nearest of such working days.

27. Jury Service

- 27.1 An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 27.2 An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received for such jury service.

28. Attendance at Repatriation Centres

Employees being ex-service personnel shall be allowed, as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment; provided that:

- 28.1 such lost time does not exceed four hours on each occasion;
- 28.2 payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each such visit;
- 28.3 the provisions of this clause will apply to a maximum of four such attendances in any year of service with an employer;
- 28.4 the employee produces evidence satisfactory to the employer that he/she is required to and subsequently does attend a repatriation centre.

SECTION V - OCCUPATIONAL HEALTH AND SAFETY

29. Amenities

The following facilities shall be available at all yards, depots or garages where the employees are engaged under the provisions of this award:

- 29.1 Proper dressing rooms with adequate washing facilities including both hot and cold water.
- 29.2 Proper lock-up clothing lockers.

- 29.3 Where employees are required to partake of meals at the employer's yard, depot or garage, a dining room with adequate seating and table accommodation for the partaking of meals and also facilities for boiling water shall be available.
- 29.4 Proper lavatory facilities shall be available at all yards, depots or garages where employees are employed under the provisions of this award.

30. Clothing and Footwear

- 30.1 The employer shall pay to an employee employed as a motor vehicle driver an allowance as provided for in Item 6 of Division D of Table 2 - Allowances, of Part B, Monetary Amounts, for each day worked subject to the condition that the employee shall commence work each day wearing freshly laundered outer clothes (including carrying cape) and head covering of a type approved by the employer and in a reasonable state of repair; provided, however, that such allowance shall not be payable in respect of any day on which an employee wears such outer clothes and head covering which have been issued clean by the employer.
- 30.2 Five sets of outer clothes (including carrying cape) and head covering shall be provided free of cost by the employer to an employee.
- 30.3 30.1 and 30.2 shall not apply if the employer provides free of cost to the employee clean outer clothes and head covering each day. Where such clean outer wear is being supplied at the commencement of this award, then such practice shall continue.
- 30.4 Clothing (including carrying capes) and head covering provided by the employer shall remain the property of the employer and the employee shall take reasonable care thereof. If the employee fails to take reasonable care of, or fails to return such clothing and head covering, the employer may recover the value of same from the employee or may deduct such value from any monies payable to the employee.
- 30.5 The employer shall pay to each employee a boot allowance as set in Item 7 of the said Division D per week. Such allowances shall be paid during each week of employment.

31. First-Aid

- 31.1 An employee appointed by the employer to perform first-aid duty shall be paid in accordance with Item 8 of Division D of Table 2 - Allowances, of Part B, Monetary Amounts, in addition to his/her ordinary rate during such appointment.
- 31.2 First-aid Outfit - A first-aid outfit shall be provided by the employer at each establishment, yard, depot and garage where there are employees covered by this award. Such outfit is to comprise a first-aid ambulance chest which shall:
- 31.2.1 be of wood or metal, be dustproof and be distinctly marked with a white cross upon a green background;
- 31.2.2 be so equipped and maintained as to contain at least the articles and appliances specified by the Occupational Health and Safety (First-aid) Regulations as varied from time to time;
- (NOTE: The employer shall display a copy of the appropriate schedule, above referred to, on or adjacent to the first-aid ambulance chest);
- 31.2.3 contain nothing except requisite articles and appliances for first-aid;
- 31.2.4 be readily accessible to the persons employed in the establishment, yard, depot and garage; and
- 31.2.5 be placed under the charge of a responsible person or persons who or one of whom shall always be readily available during working hours. A clearly legible notice stating the name or names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

32. Hoods and Windscreens

The employer shall provide all motor waggons with hoods, windscreens, cushioned seats and back rests. The driver's cabin of each vehicle shall be ventilated adequately and shall be supplied with cabin doors and wind-up windows. Where this is not practicable, side curtains may be fitted as an alternative.

SECTION VI - INDUSTRIAL RELATIONS AND THE UNION

33. Commitment

It is a term of this award (arising from the decision of the Industrial Commission in Court Session in the State Wage Case of 29 May 1991), that the award requires enterprises to establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiations on matters affecting their efficiency and productivity.

34. Dispute Resolution Procedure

34.1 Procedures relating to grievances of individual employees:

34.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

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

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

34.1.4 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.

34.1.5 While a procedure is being followed, normal work must continue.

34.1.6 The employee may be represented by an industrial organisation of employees.

34.2 Procedures relating to disputes, etc., between employers and their employees:

34.2.1 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.

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

34.2.3 While a procedure is being followed, normal work must continue.

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

34.2.5 In the event that a dispute cannot be settled, either party may notify the Industrial Relations Commission of New South Wales of the existence of the dispute in accordance with the *Industrial Relations Act 1996*.

35. Notice Board

The employer shall provide a notice board of reasonable dimensions to be erected or to be placed in a prominent position in his/her yard, depot or garage upon which accredited representatives of the Transport Workers' Union of Australia, New South Wales Branch, shall be permitted to post formal union notices signed by the representative or representatives.

36. Right of Entry

See Part 7 of Chapter 5 of the *Industrial Relations Act* 1996. (NOTE: This provides that a duly accredited representative of the union shall have the right to enter any work place or premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements or the Industrial Relations Act 1996 and in such investigations inspect time and pay sheets, so long as the representative does not unduly interfere with the work being performed by any employee during working time).

37. Union Membership

The employer makes and the union acknowledges the following statement of policy:

- 37.1 The legitimate role of the union as the representative of employees is accepted and encouraged, as is the exercise of the right of every individual to join the union.
- 37.2 It is the employer's policy that fair treatment and equitable payment of employees does not rest on union membership.

38. Secure Employment

(a) Objective of this Clause

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

(b) Casual Conversion

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

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

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

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

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

PART B

MONETARY RATES

Table 1 - Wages

DIVISION A - General Rates			
Grade One - Motor Vehicle Driver, Yardman and Articulated Driver -			
Classification	Former Weekly Wage \$	SWC 2007 \$	Weekly Wage Operative Date 29.11.07 \$
(A) Motor Vehicle Driver - carrying capacity up to and not exceeding 5.5 tonnes	585.50	20.00	605.50
Additional Amount			
For each additional tonne of part thereof	4.66	4%	4.84
(B) Yardman: (i.e. employee washing vehicles) Weekly Hand	580.50	20.00	600.50

(NOTE: The margin prescribed herein for a yardman has been fixed on the basis that his/her ordinary hours of work finish after 5.00 p.m. and at or before midnight on the days Monday to Friday, inclusive).

(C) Articulated Vehicle Driver:

Drivers of articulated vehicles shall receive either:

- (1) the rate of pay as calculated under 10.1 of clause 10, Wages; or
- (2) the rate of pay as calculated under clause 1, Wages, of the Transport Industry (State) Award, whichever is the higher.

Grade Two: Casual Hands and Youth Labour -

(A) Casual Hands:

- (a) Casual employees shall be paid one-fifth of the above weekly rate on a daily basis plus 15 per cent.
- (b) Irrespective of hours worked, a casual employee shall be paid for a minimum of eight hours' work for each start.

(B) Youth Labour:

Any youth employed on work under this award shall be paid the appropriate male rate prescribed in this award for the class of work he/she is performing.

TABLE 2 - ALLOWANCES				
DIVISION B - Extra Payments				
Item No.	Clause No.	Description	Former Amount \$	New Amount (+4% SWC 2007) \$
1	7.1.4	Washing Vehicle Allowance (each week washing occurs)	8.45	8.79
2	7.10.1	Unload/assist in loading of railway trucks (per day for each day)	1.11	1.15
		Unload/assist in loading of railway trucks (in any week not less than)	3.71	3.86
2A	7.11	Any Driver Responsible for operating a chiller and/or blower	0.95	0.99
DIVISION C - Other Work Related Allowances				
3	12	Collecting Monies - exceeds \$30 but not over \$150	4.83	5.02
4	12	Collecting Monies - exceeds \$150	7.49	7.79
DIVISION D - Reimbursement - Type Allowances				
6	15.5	Meals*	10.80	11.09
7	30.1	Laundered Clothing*	0.84	0.85
8	30.5	Boots*	0.47	0.48
9	31.1	First Aid	2.03	2.11

* Indicates item increase as per CPI to June 2007.

J. P. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

(1685)

SERIAL C6488**UNIVERSITY UNIONS (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 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Item 1 from Table 2 - Other Rates and Allowances, of Part B Monetary Rates, of the award published 22 August 2003 (341 I.G. 100), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	9.1	Meal Allowance	11.60

2. Delete the amount "\$60.00" in paragraphs 30.3.2 and 30.3.3 of subclause 30.3 of clause 30, Supported Wage, and insert in lieu thereof the following:

"\$66.00"

3. This variation shall take effect from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(707)

SERIAL C6459**VAN SALES 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 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Item Numbers 2, & 5 from Table 2 - Other Rates and Allowances of Part B - Monetary Rates, of the award published 7 September 2001 (327 I.G.529), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
2	18(i)	Meal Allowance	11.60
5	18(ii)	Meal Allowance for working Trade Fairs etc on Sundays and Public Holidays	11.60

2. Delete the amount \$61.00 appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 6, Supported Wage, and insert in lieu thereof the following:

"\$66.00"

3. This variation shall take effect from the first full pay period to commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(697)

SERIAL C6458

VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (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 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Items 11, 12 and 13 from Table 7 - Allowances, of Part B Monetary Rates, of the award published 22 November 2002 (337 I.G. 65), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
11	18(j)(i)	Meal Allowance - first and each subsequent meal	11.60 per meal
12	27(a)(iv)	Travelling time - vehicle allowance	0.62 per km
13	27(d)(i)	Travelling expense - meal allowance	11.60 per meal

2. Delete the amount \$61.00 appearing in subclause (c) of clause 43, Supported Wage, and insert in lieu thereof the following:
- "\$66.00"
3. Delete the amount \$60.00 appearing in paragraph (iii) of subclause (i) of clause 43, and insert in lieu thereof the following:
- "\$66.00"
4. Effective on and from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(702)

SERIAL C6454**WAREHOUSE EMPLOYEES' - GENERAL (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 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Items 3, and 7 from Table 2 - Other Rates and Allowances of Part B Monetary Rates, of the award published 23 November 2001 (329 I.G. 860), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	10	Meal Allowance	11.60
7	27	Use of employee vehicle	0.59 per km

2. Delete the amount "\$61.00" appearing in subclause (c) of paragraph (iii) of subclause (i) of clause 5, Supported Wage, and insert in lieu thereof the following:
- "\$66.00"
3. This variation shall take effect from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(701)

SERIAL C6453**WAREHOUSE EMPLOYEES DRUG (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 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Item 3 from Table 2 - Other Rates and Allowances of Part B Monetary Rates, of the award published 25 May 2001 (324 I.G. 1181), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	11	Meal Allowance	11.60

2. Delete the amount "\$61.00" appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 13, Supported Wage, and insert in lieu thereof the following:

"\$66.00"

3. This variation shall take effect from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(710)

SERIAL C6490

WHOLESALE FRUIT AND VEGETABLE 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.

(Nos. IRC 121 and 123 of 2008)

Before Commissioner Murphy

13 February 2008

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part B - Monetary Rates, of the award published 8 September 2000 (318 I.G. 552) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	4	Meal Allowance - Commencing work before regular time or working after 5pm	11.80

2. Delete the amount "\$61.00" appearing in subclause (c) of clause 18, Supported Wage, and insert in lieu thereof the following:
"\$66.00"
3. Delete the amount "\$60.00" appearing in paragraph (iii) of subclause (i) and insert in lieu thereof the following:
"\$66.00"
4. This variation shall take effect from the first full pay period commencing on or after 13 February 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

SERIAL C6376

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA08/8 - St Aloysius' College, Milsons Point Maintenance and Outdoor Staff Enterprise Agreement 2008**

Made Between: Trustees of the Jesuit Fathers, trading as St Aloysius' College, Milsons Point -&- the New South Wales Independent Education Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 10 March 2008.

Description of Employees: The agreement applies to all employees employed by the Trustess of the Jesuit Fathers trading as St Aloysius' College, Milsons Point, who are engaged in all work done for the College by Maintenance and Outdoor Staff and who fall within the coverage of the Maintenance and Outdoor Staff (Catholic Schools) (State) Award 2005.

Nominal Term: 10 Months.

EA08/9 - St Aloysius' College, Milsons Point Teachers Enterprise Agreement 2008

Made Between: Trustees of the Jesuit Fathers, trading as St Aloysius' College, Milsons Point -&- the New South Wales Independent Education Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 10 March 2008.

Description of Employees: The agreement applies to all employees employed by the Trustees of Jesuit Fathers trading as St Aloysius' College, Milsons Point, who are engaged in all work done by Teachers and who fall within the coverage of the Teachers (Independent Schools) (State) Award 2007.

Nominal Term: 21 Months.

EA08/10 - St Aloysius' College, Milsons Point School Support Staff Enterprise Agreement 2008

Made Between: Trustees of the Jesuit Fathers, trading as St Aloysius' College, Milsons Point -&- the New South Wales Independent Education Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 10 March 2008.

Description of Employees: The agreement applies to all employees employed by the Trustees of Jesuit Fathers trading as St Aloysius' College, Milsons Point, who are engaged in all work done by School Support Staff and who fall within the coverage of the School Support Staff (Independent Schools) (State) Award 2007.

Nominal Term: 10 Months.

EA08/11 - UnitingCare Ageing Enterprise Agreement 2007-2009

Made Between: UnitingCare Ageing -&- the Health Services Union, New South Wales Nurses' Association.

New/Variation: Replaces EA07/19.

Approval and Commencement Date: Approved and commenced 28 March 2008.

Description of Employees: The agreement applies to all employees employed by UnitingCare Ageing, located at Level 5, 222 Pitt Street, Sydney NSW 2000, who are engaged as nurses, care service employees and other specified employees who are performing duties within the scope of this Agreement, who fall within the coverage of the Nursing Homes, &c., Nurses' (State) Award and Charitable, Aged and Disability Care Services (State) Award.

Nominal Term: 15 Months.