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NEW SOUTH WALES  
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**SERIAL C3742****METER READERS AND FIELD OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3778 of 2004)

Before Commissioner McKenna

23 March 2005

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

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#### PART B

#### Monetary Rates

Table 1 - Wages

Table 2 - Allowances

### 2. Title

This award shall be referred to as the Meter Readers and Field Officers (State) Award

### 3. Definitions

- (i) "Accrued Day Off" means - all periods of overtime worked, and banked, by an employee in lieu of the payment for such overtime in accordance with clause 12 of this award.
- (ii) "Casual Employee" shall mean - an employee other than a permanent employee as defined herein who is engaged and paid on an hourly basis to work no more than 24 hours in any consecutive period of seven days.
- (iii) "Meter" includes all devices and systems used for the purposes of monitoring and recording the usage and consumption of electricity, gas and water, of a domestic or commercial nature, for the purposes of billing.
- (iv) "Full - time Employee" shall mean - a permanent employee engaged by the employer to perform work of not less than 38 hours in any consecutive period of seven days.
- (vi) "Non - working Day" means - a day for which the employee is not rostered to work, but does not mean an accrued day off.
- (vii) "Part - time Employee" shall mean - a permanent employee other than a "casual employee" as defined herein, who is engaged to work between 16 and 64 hours on a regular basis in any consecutive period of fourteen days, and whose working hours are worked continuously inclusive or exclusive of meal times according to operational requirements.
- (viii) "Permanent Employee" shall mean - a part - time and full time employee as defined herein.
- (ix) "Union" shall mean - The Australian Workers' Union, New South Wales.

### 4. Anti - Discrimination and Harassment

- (i) It is the intention of the parties bound by this award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award 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 or unlawful discrimination or harassment.
- (iv) Nothing in this clause shall 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 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."

**5. Casual and Part - Time Employees**

- (i) Employees shall be engaged either as full time, part time or casual.
- (ii) Casual employees shall be employed by the hour and paid by the week provided that any such employee may agree for payment to be made at intervals less than, or greater than a week. A Casual employee, for working ordinary time shall be paid one thirty eighth of the weekly rate prescribed by this award plus 15 per cent. Casual employment may be terminated by either party at any time with the giving of one hour's notice.
- (iii) Every employee, upon engagement by the employer, shall be advised in writing as to the nature of the employment, the ordinary hours of duty, the rate of pay and appointment.
- (iv) A part - time employee is an employee who:
  - (a) is employed for not less than 7.6 hours per day and for not more than 32 ordinary hours per week; and
  - (b) works on no more than 5 days of the week, being Monday to Sunday; and
  - (c) has reasonably predictable hours of work.
- (v) At the time of engagement, the employer and the employee will agree in writing on the number of ordinary hours per week and the normal rostering arrangements.
- (vi) The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.
- (vii) An employer is required to roster a part - time employee for a minimum of 4 consecutive hours on any shift.

- (viii) Where an employee and their employer agree in writing, part - time employment may be converted to full time, and vice versa, on a permanent basis or for a specified period of time. If such an employee transfers from full time to part - time (or vice versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part - time employment accrual will occur in accordance with the provisions relevant to part - time employment.

### **6. Hours**

- (i) The ordinary hours of work for all employees shall be 38 hours per week, to be worked on one of the following basis:
- (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 - eighth consecutive days.
- (ii) The ordinary hours of work shall be performed between the daily spread of hours of 6.00am to 6.00pm on a Monday to Friday basis.
- (iii) Employees shall be allowed a break of not less than ten hours between the termination of one shift and the commencement of another shift.

### **7. Starting and Finishing Times**

Employee's starting and finishing times within the ordinary spread of hours, may be altered to suit operational requirements, geographic, safety, climatic, or traffic conditions by the employer with the agreement of the Secretary of the Union. Any such altered starting and finishing time shall invoke the relevant penalty payment which would be payable if the award spread of hours were observed.

### **8. Weekend Work**

All time worked that is not overtime in accordance with clause 9 Overtime of this Award between midnight Friday and midnight Saturday shall be paid for at the rate of one and a half times the ordinary rate and between midnight Saturday and midnight Sunday shall be paid for at double time.

### **9. Overtime**

- (i) Overtime, that is authorised time worked outside the ordinary starting and ceasing time's or in excess of the ordinary hours of duty shall be paid at the rate of time and a half for the first 3 hours and double time thereafter, with a minimum payment as for 2 hours.
- (ii) Overtime shall be calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by an employee.

### **10. Overtime on Weekends and Accrued Days Off**

- (i) All overtime worked on Saturday shall be paid at the rate of time and one - half for the first three hours worked, and double time thereafter.
- (ii) All overtime worked on a Sunday shall be paid for at the rate of double time.
- (iii) A minimum payment of two hours shall apply to all overtime worked on a Saturday or Sunday provided that such minimum payment shall not apply where such overtime is performed immediately preceding and/or following an ordinary rostered shift.

- (iv) An employee directed to work overtime on the employee's accrued day off during a work cycle shall be paid at the rate of time and one - half for the first three hours worked and double time thereafter with a minimum payment of two hours.

### **11. Overtime During Meal Breaks**

Where an employee is directed to work during an unpaid meal break, and the break is unable to be rescheduled within the span of hours, the employee concerned shall be paid for the time so worked.

### **12. Accrued Days Off**

Where an employee so requests, the employee will be granted time off in lieu of overtime. The time off will be the equivalent of the number of overtime hours actually worked and shall be taken in periods.

### **13. Reasonable Working Hours**

- (i) Subject to the following, an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for in this award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii), 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 career 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.

### **14. Meal Breaks**

- (i) All employees (including part-time and casual employees) who work more than five and a half continuous ordinary hours on any one day shall be allowed a minimum 30 minutes for a meal break to be taken between the third and sixth hours from commencement of duty.
- (ii) An employee who is required to work overtime for more than two hours after the ordinary ceasing time or for more than one hour continuing beyond 6.00pm shall be provided with an adequate meal at the employer's expense or paid a meal allowance as set out in item 1 of Table 2, Allowances of Part B Monetary Rates.

### **15. Rest Pauses**

All employees (including part-time and casual) who work at least six continuous ordinary hours shall be entitled to a paid rest pause/s totalling twenty minutes per day to be taken at times to suit the operational requirements as determined by the employer.

### **16. Mixed Functions**

An employee who is required to do work of a higher paid classification for 2 hours or more on any one day shall be paid for the whole day at the rate prescribed for such higher paid classification.

**17. Classification Structure and Wage Rates****(i) Level 1- Probationary Meter Reader**

Employees at this level may have limited relevant experience. Initially work is performed under close supervision and later under routine supervision with intermittent checking. Employees are responsible and accountable for their own work within established work procedures. Employees will be classified at this level throughout their probation period which shall be 3 months unless this time period is shortened by the employer.

**(ii) Level 2 - Meter Reader**

Employees at this level will have successfully completed their probation period. Under supervision they are able to perform the complete range of meter reading activities listed under Level 3. While they are responsible for their own work, they may be required to report regularly to a Team Leader. They will be entitled to progress to a Level 3 after 6 months service. This time period may be shortened by the employer.

**(iii) Level 3-Senior Meter Reader**

Employees at this level are required to work under minimal supervision. They are responsible for their own work and are expected to use their initiative and discretion to complete tasks at hand. A Level 3 employee will be expected to perform the following:

- (a) Operate vehicles and equipment as necessary
- (b) Perform meter reading activities as directed
- (c) Operate meter reading PC's as necessary
- (d) Undertake other duties as directed, which are within the limits of the employee's skill, competence and training
- (e) Relate to customers professionally
- (f) Complete all relevant documentation accurately
- (g) Work safely and maintain respect for all individuals
- (h) Utilise and maintain all equipment in accordance with the employers' operational policies and maintenance guidelines

**(iv) Level 4 - Special Meter Reader /Field Officer**

These employees are capable of performing activities as listed in Level 3 and if required special reads. For performing special reads these employees will receive an extra amount per hour as listed in Level 4 of Table 1, Wages of Part B Monetary Rates.

**(v) Level 5- Team Leader**

These employees are required to supervise and train other employees. They are responsible for their own work and that of those employees under their supervision. Extensive knowledge of the industry is necessary. In addition to the work outlined in the above levels, a Level 3 employee will be expected to perform the following:

- (a) Train and monitor Level 1, Level 2 and Level 3 employees
- (b) Provide remedial assistance to other employees as necessary



- (c) Operate as a multi-skilled employee within the limits of the employee's skill, competence and training
- (d) Provide supervision to Level 1, Level 2 and Level 3 operations employees on either a regular or project basis
- (e) Completely perform all Level 1, Level 2 and Level 3 duties and all other duties as directed
- (vi) Progression between Levels 3,4 and 5 is dependent upon the operational requirements of the employer's at the relevant time.
- (vii) An employee of a classification listed in this clause shall be paid a weekly wage as set out in Table 1 - Wages of Part B, Monetary Rates.

#### **18. State Wage Case**

- (i) The rates of pay in this Award include the adjustments payable under the State Wage Case 2004.

#### **19. Payment of Wages**

- (i) Wages shall be paid in cash not later than Friday of each week or, with the agreement of the employee (or majority of employees on the site), be paid by means of electronic funds transfer (EFT).
- (ii) Any employee kept waiting after the normal ceasing time for payment of wages in cash shall be paid at overtime rates for the period from the normal ceasing time until payment is made. This excludes employees receiving their wages through EFT who have access to their personal accounts in their own time, and provided the employer has arranged for the bank transfer of such wages to enable the employees' personal accounts to be credited by the recognised pay time.

#### **20. Allowances**

- (i) All Purpose Allowance

In addition to their ordinary weekly wage, all employees shall be paid an allowance as set out in Item 2 of Table 2, Allowances in Part B, Monetary Rates. This allowance is to compensate for working in the open on all types of work and lack of usual amenities.

- (ii) First Aid Allowance

Where an employee holds a current first aid certificate and is appointed by the employer as a first aid attendant they shall be paid an allowance as set out in Item 3 of Table 2, Allowances in Part B, Monetary Rates.

- (iii) Wet Weather Clothing.

Where an employee is required to wear uniforms, such uniforms shall be supplied, maintained and laundered at the employer's expense, and shall remain the property of the employer.

The employer shall provide suitable waterproof clothing to an employee who is required to work in the rain.

- (iv) Vehicle Allowance

Where an employee is required to use their own vehicle in the performance of work, such employee will receive an amount as set out in Item 4, Allowances in Part B, Monetary Rates.

## (v) Accommodation Allowance

Employees who are required to remain away from home overnight shall be supplied with suitable board and accommodation. Employees who, with the approval of the employer, assume responsibility for provision of their own board and accommodation whilst away from home in accordance with their employers' directions, shall receive amount as set out in Item 5, Allowances in Part B, Monetary Rates.

When employees return home for a weekend or part of a weekend and do not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance in this subclause shall be made.

Employees who are supplied with suitable board and accommodation in terms of this subclause shall be paid by the employer each week/fortnight, an allowance as determined administratively from time to time, for "out of pocket" expenses. This allowance is not payable if employees assume responsibility for provision of their own board and accommodation.

## (vi) Mobile Phone Allowance

An employee who is required to use a mobile phone will have one provided by the employer. By agreement between the employer and the employee, the employee may provide their own mobile phone and shall receive an amount as set out in Item 6, Allowances Table 2, of Part B, Monetary Rates.

## 21. Uniforms

- (i) The employer shall provide to each employee a uniform consisting of the following articles of clothing:
  - (a) five light cotton, long sleeved, collared shirts;
  - (b) five pairs of standard issue long pants (optional, and to be provided upon request);
  - (c) five pairs of shorts (optional, and to be provided upon request);
  - (d) one pair of approved walking boots or an allowance as set out in Item 7, Allowances Table 2 of Part B, Monetary Rates;
  - (e) one broad rimmed hat.
- (ii) It shall be a condition of issue and of employment that the uniform shall be worn by an employee whilst performing work subject to this award.
- (iii) Subject to fair wear and tear, it shall be the responsibility of every employee to replace lost uniform items. Reissue of uniforms (including walking boots) shall be on the basis of fair wear and tear provided that the worn out item/s of clothing is produced for replacement.
- (iv) The Uniform provided to each employee must be designed in such a fashion as to readily identify the employee as an employee performing meter reading duties subject to this award.

## 22. Vehicle Requirements

- (i) All employees required to use a vehicle in the performance of work subject to this award, whether their own vehicle or one provided to them by the employer, shall be provided by the employer with the following:
  - (a) a suitable first aid kit including insect repellent and sunscreen; and
  - (b) a relevant street directory for the geographical area of operation concerned.

- (ii) It shall at all times be the responsibility of the employer to ensure that first aid kits and street directories referred to above are maintained.

### **23. Public Holidays**

- (i) The following days shall be observed as holidays and paid for even though not worked: New Years' Day, Australia Day, Recreation Day of the Union, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens' Birthday, Labour Day, Christmas Day and Boxing Day, together with all days which may hereafter be proclaimed as holidays for the district in which the employee is employed.
- (ii) All time worked on a holiday shall be paid for at double time and a half, with a minimum payment of four hours.

### **24. Annual Leave**

An employee shall be entitled to annual leave as prescribed by the *Annual Holidays Act 1944*.

### **25. Annual Leave Loading**

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) Before an employee is given and takes annual leave or, where by agreement between the employer and the employee the annual leave is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes annual leave wholly or partly in advance - see subclause (vi) of this clause.)
- (iii) The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act, and under Clause 24, Annual Leave.
- (iv) The loading is to be calculated in relation to any period of annual leave to which the employee becomes or has become entitled or, where such leave is given and taken in separate periods, then in relation to each such separate period.
- (v) The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause (iv), at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing an annual holiday.
- (vi) No loading is payable to an employee who takes annual leave wholly or partly in advance; provided that if the employment of such an employee continues until the day when he/she would have become entitled under the Act to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with subclause (v) of this clause, applying the award rates of wages payable on that day.
- (vii)
  - (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and, at the time of the termination, the employee has not been given and has not taken the whole of the annual leave to which the employee became entitled, shall be paid a loading calculated in accordance with subclause (v) of this clause for the period not taken.
  - (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

### **26. Long Service Leave**

Employees shall be entitled to long service leave benefits as prescribed by the *Long Service Leave Act 1955*.

## 27. Sick Leave

- (i) Weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer (which may include a statutory declaration), be entitled to five days' sick leave during the first year of service and eight days during the second and subsequent years of service on full pay. Provided that a statutory declaration shall be sufficient proof of sickness in respect of the first two single days' absence of an employee in any year. Provided further that where an employee works more than eight ordinary hours in any day, the employee shall not be entitled to leave in excess of 38 hours of ordinary working time in the first year of service and 60.8 hours of ordinary working time in the second and subsequent years of service.
- (ii)
  - (a) he employee shall, wherever practicable, before the commencement of absence, inform the employer of such employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
  - (b) here an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the absence the employee shall produce a medical certificate or the said employee shall not be entitled to payment for the first eight hours of such absence. NOTE: An employee's entitlement to sick leave in accordance with subclause (i) shall not be reduced as a consequence of the operation of this paragraph.
- (iii) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment, at which time the payment shall be made.
- (iv) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that an employer shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. If an employer pays such difference, the employee's sick leave entitlement under this clause shall be proportionately reduced for each week during which such difference is paid.
- (v) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year; provided that an employer shall not be bound to credit an employee for sick leave which accrued more than twelve years before the end of the last completed year of service.
- (vi) Part-time employees shall, subject to the provisions of this clause, be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for weekly employees as the part-time employee's normal ordinary hours of work for a week during such year would have borne to the number of ordinary hours worked by weekly clerical employees in the section or department in which the part-time employee is employed.
- (vii) Service with the employer before the date of coming into operation of this award shall be counted as service for the purpose of this clause.
- (viii) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

## 28. Personal Carers 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 (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 27, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care and support of the person concerned; and
  - (2) the person concerned being:
    - (i) a spouse of the employee; or
    - (ii) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (v) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
      - (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 their 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.
- (ii) Unpaid Leave for Family Purpose - An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in (i)(c)(2) above who is ill.
- (iii) Annual Leave -

- (a) An employee may elect with the consent of the employee, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - (b) Access to annual leave, as prescribed in paragraph (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime - See clause 12 Accrued Days Off.
- (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 during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (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) Where the employer and employee agree, rostered days off may be accumulated which occur as a result of employees working in accordance with the provisions of this subclause. These accumulated days may be taken at any time mutually agreed between the employer and the employee. 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 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 the union if it 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 to participate in negotiations.

## 29. 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 in Australia of a person 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 such 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/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 28, 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 (ii), (iii), (iv), (v) and (vi) 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.

### **30. Parental Leave**

See *Industrial Relations Act 1996*.

### **31. Jury Service**

- (i) An employee on weekly hiring 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.
- (ii) 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 in respect of such jury service.

### **32. Superannuation**

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

### **33. Notice Board**

Each employer shall permit the union to display notices dealing with legitimate union business on notice boards provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed by the accredited union representative or the employer.

### **34. Right of Entry**

See *Industrial Relations Act 1996*

### **35. Union Contributions**

- (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 requirements 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 Unions' 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 employers' election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employee's membership accounts, provided that:
  - (a) where the employer has elected to remit on a weekly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
  - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly or monthly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.

### **36. Termination of Engagement**

- (i) Except for misconduct justifying summary dismissal, the service of an employee shall be terminated only by seven days notice or by the payment of seven day's salary in lieu thereof.
- (ii) No employee shall, without consent of the employer, resign from his/her employment without having given seven day's notice of his/her intention so to do. Should he/she resign without giving such notice, he/she shall forfeit salary up to the time of resignation for such portion of the current pay period during which he/she has worked.
- (iii) Upon termination of the service of an employee, the employer shall furnish him/her with a written statement, duly signed on behalf of the employer, setting out the period of his/her employment and the capacity in which he/she was employed.

### **37. 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 award, this clause shall not apply to employees with less than one years 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 -
    - (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 employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
  - (b) Employers 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 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 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 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, 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 weeks 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 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 days 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 employees 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) 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 employees employment had been terminated, and the employer may, at the employers 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 the employment of 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:

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, over award payments, shift penalties and allowances provided for in the relevant award.
- (b) Incapacity to Pay - An employer may make application to the Industrial Relations Commission to have the general severance pay prescription varied on the basis of the employers incapacity to pay.

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

- (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.

### 38. Disputes Procedure

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

- (i) Procedure relating to grievance of an individual employee:
- (a) The employee shall 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 employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- (ii) Procedure for a dispute between an employer and the employees:
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (b) Reasonable time limits must be allowed for discussion at each level of authority.
  - (c) While a procedure is being followed, normal work must continue.
  - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

- (iii) Subject to *the Industrial Relations Act 1996*, in the event that a dispute cannot be settled by the above procedures the Commission may be notified of an industrial dispute for the purpose of resolving the dispute.

### 39. Piecework Rates

Piecework rates may only be fixed by registered agreement between the employer and majority of employees and the Secretary of the Union.

### 40. Savings Clause

No employee shall be disadvantaged as a result of the making of this award.

### 41. Union Representation

Properly accredited officials and workplace delegates of the Union shall have the right to be provided with appropriate access to employees to promote the benefits of willing union membership. To assist this process the employer shall:

- (i) Provide the Union with one working weeks notice before the appointment of a new employee and provide the union with access to talk to new employees for 30 minutes at an agreed time and;
- (ii) Supply all employees with a union application form at the same time as employees are provided with their taxation declaration form.

### 42. Area, Incidence and Duration

This award is binding upon employee(s) employed in or connection with gas and or water and or electricity meter reading, including but not limited to field officers and employers of such employees. This award shall take effect from the first full pay period to commence on or after 1 May 2005 and shall remain in force for a period of 2 years.

This award shall not apply to employees employed under the following awards:

Hunter Water Corporation Employees (State) Award 1999

Riverina Water County Council Enterprise Award 2001

Colleambally Irrigation Consent Award 1999

Great Southern Energy Enterprise Award 2000

Advance Energy Enterprise Award 1999

Crown Employees (Public Sector - Salaries January 2002) Award

## PART B

### MONETARY RATES

**Table 1 - Wages**

To apply from first full pay period to commence on or after 1 May 2005

Level	Weekly Rate of Pay (\$)
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1. Probationary Meter Reader	497.95
2. Meter Reader	539.60
3. Senior Meter Reader	546.44
4. Special Meter Reader/Field Officer	554.04 2.00 (per hour)
5. Team Leader	557.84

To apply from the first full pay period to commence on or after 1 April 2006

Level	Weekly Rate of Pay (\$)
1. Probationary Meter Reader	497.95
2. Meter Reader	555.80
3. Senior Meter Reader	593.40
4. Special Meter Reader/Field Officer	630.80 2.00 (per hour)
5. Team Leader	646.50

**Table 2 - Allowances**

Item	Clause No.	Allowance	Amount \$
1	14(ii)	Meal Breaks	9.10
2	20(i)	All Purpose	0.47 per hour
3	20(ii)	First - Aid	10.80 per week
4	20(iv)	Vehicle	0.60 per kilometre
5	20(v)	Accommodation	364.90 per week
6	20(vi)	Mobile Phone	10.00 per week
7	21(ii)(d)	Walking Shoes	1.00 per week

D. S. McKENNA, Commissioner.

Printed by the authority of the Industrial Registrar.

(1798)

**SERIAL C3695**

**CROWN EMPLOYEES (NSW DEPARTMENT OF LANDS -  
CONDITIONS OF EMPLOYMENT) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Lands.

(No. IRC 153 of 2005)

Before Commissioner Murphy

22 February 2005

**AWARD**

**PART A**

**Arrangement**

Clause No.	Subject Matter
1.	Introduction
2.	Intention/Aims of the Award
3.	Duration
4.	Definitions
5.	Classification
6.	Transitional Arrangements
6.1	Transfer to this Award
6.1.1	If the Officer's Current Salary Coincides with a Step on the New Salary Scale, and:
6.1.2	If the Officer's Current Salary does not Coincide with a Step on the New Salary Scale:
6.2	Filling Positions Following Restructures
6.2.1	Where there are More Positions than People or the Same Number of Positions as People within the Area Being Restructured
6.2.2	Where there are More People than Positions within the Area Being Restructured
6.2.3	Other Unfilled Positions
6.2.4	Positions that have not Changed
6.2.5	Transition Committee
6.3	Job Evaluation
7.	Preservation of Conditions for Staff Employed Under Previous Awards
7.1	Lands Officers
7.2	Officers With a Substantive Salary Equivalent to Grade 11 who Occupy Positions Presently

- Graded at A&C 11/12 or DITM Officer Grade 11/12
- 7.3 Surveyors
  - 7.4 Valuers
  - 7.5 DITM Officers
  - 7.6 Clerks
  - 7.7 Clerical Officers
  - 7.8 Field Hands and Instrument Man
  - 7.9 Preservation Rights A Memorandum of Understanding Regarding Progression Rights of PSA Members is Attached to this Award.
- 8. Qualifications Review Committee
  - 9. Working Hours and Arrangements
  - 10. Conditions of Employment
  - 11. Consultative Arrangements
  - 12. Training
  - 13. Use of Consultants and Contractors
  - 14. Employee Assistance Program
  - 15. Travel Passes
  - 16. Grievance and Dispute Procedures under this Award
  - 17. Association Membership Subscriptions
  - 18. Commitment to Further Action
  - 19. Relationship to Award
  - 20. Declaration
  - 21. Saving of Rights
  - 22. Area Incidence and Duration

## PART B

### MONETARY RATES

Schedule 1 - Transition Arrangements

Schedule 2 - Awards/Agreements

Table 1 - Departmental Officer Salary Rates - Classification & Grades

#### 1. Introduction

The parties to this Award are:

The Public Employment Office and the New South Wales Department of Lands; and

The Public Service Association and Professional Officers Association amalgamated Union of New South Wales (PSA).

This Award shall be binding upon all parties defined herein.

#### 2. Intention/Aims of the Award

This Award provides a framework for management and officers to work together to ensure the ongoing high-level achievement of the Department's Mission and Objectives. Within this context the parties are committed to the development of a highly motivated, suitably skilled and productive workforce.

The parties will work collaboratively to ensure that the Department's workforce has and continues to have the necessary skills, knowledge and attributes to maintain and enhance its credibility, expertise and standing.

Effective workforce development and succession development are seen as critical to the Department's future performance and its ability to innovate, respond positively to changes in its operating environment and avail



itself of future business opportunities. The Award therefore focuses not only on the revision of conditions of employment, but stresses workforce management and development. It is based on maintaining, improving, developing and rewarding the skills, knowledge and attributes required of its workforce and provides a commitment to ongoing employment.

In providing more flexible working conditions for officers, the Award also recognises the need to accommodate work and family issues through flexible working arrangements.

The parties recognise the need to strive to achieve best practice in human resource management and to resolve any issues that may currently exist preventing effective workforce management, officer development and the ability to utilise skills. To this end the parties agree to work, during the life of the Award, towards:

The creation of a culture which acknowledges the importance and fosters the development of technical, managerial and business skills; together with a progressive outlook;

Organisation and classification structures that support the business needs of the Department in the most effective way, provide for appropriate managerial and specialist career paths and allow for innovative opportunities in development and multi-skilling;

Training and development programs and activities aimed at meeting corporate requirements and priorities as well as individual job and career development needs, (with the support of senior management):

Equitable development of officer's to be achieved by managers conducting performance reviews and offering guidance and direction regarding training and development initiatives. This aims to: facilitate improved on the job performance; provide greater job promotion potential, and prepare for future challenges and opportunities from both the domestic and international environments;

Senior management supporting managers and officer's working co-operatively together to resolve issues that prevent workforce development and to identify opportunities for continuous improvement in departmental operations;

Development and maintenance of open communication between all levels of the workforce and improvement in communication skills across the organisation;

Ongoing improvements in safety, quality service and efficiency; and

A workplace environment that is supportive of management and officers maximising their contribution to the business of the Department.

### **3. Duration**

The Award takes effect from 22 February 2005 and shall operate for a period of 12 months.

### **4. Definitions**

"Department" means the New South Wales Department of Lands. The Department of Lands includes Land and Property Information (LPI) Division, Crown Lands NSW Division, Soil Services Division and Office of Rural Affairs.

"Officer" means and includes all persons permanently or temporarily employed either as a full time or part time officer, in any capacity under the provisions of part 2 of the *Public Sector Employment and Management Act 2002* and includes an Officer on probation, but does not include the Director General, statutory appointees or a member of the Senior Executive Service as defined under the Act;

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

"Service" means continuous service for salary purposes;

"Associations" means the Public Service Association and Professional Officers Association amalgamated Union of New South Wales (PSA).

"Director General" means the Director General of the New South Wales Department of Lands.

"Public Service" means the Public Service of New South Wales, as defined in the *Public Sector Employment and Management Act 2002*;

"Position" means a position as defined in Section 8 of the *Public Sector Employment and Management Act 2002*.

"Grade/Level" means a single grade: General Scale; Grade 1-2; Grade 3-4;

Grade 5-6; Grade 7-8; Grade 9-10; Grade 11; Grade 12; Senior Officer Grade 1; Senior Officer Grade 2; Senior Officer Grade 3, as set out in Table 1 Departmental Officer Salary Rates and applied to positions created in terms of Section 8 (2) of the *Public Sector Employment and Management Act 2002* and evaluated in accordance with the Department's approved Job Evaluation system and the conditions of this Award. Grades 11 and 12 may be, where recommended, broadbanded where the Director General considers it appropriate.

"Officer Classification" means a classification listed in the Schedules to this Award.

## 5. Classification

The classification under this Award will be titled "Departmental Officer" as set out in Table 1 to this Award.

Eg. Senior Surveyor, Departmental Officer Grade.

## 6. Transitional Arrangements

These transition arrangements will apply for a period of 12 months to enable officers to transfer to this Award and to facilitate the outcome of restructuring and realignment within the organisation.

### 6.1 Transfer to this Award

Officers will be transferred to this Award at a grade/level in accordance with their current substantive salary, effective from the date of commencement of the Award. Salary adjustments for any change in classification:

for officers under the DITM Award will be effective from the first pay period following 31 October 2001.

for officers in Crown Lands, Soil Services and Office of Rural Affairs will be effective from the first pay period following 1 June 2004.

The salary transition grades/levels are set out in Schedule 1. The rates of pay at commencement for officers who have no higher duties recognition will be determined in accordance with the following:

#### 6.1.1 If the officer's current salary coincides with a step on the new salary scale, and:

The officer has been on that rate for less than 12 months, the officer will transfer at that step on the new scale and the existing eligibility for progression date will be retained; or

The officer has been on that rate for more than 12 months; the officer will transfer at the next step on the new scale. Eligibility for progression will change to the date of appointment to the salary level of this Award. In moving to the next step on the salary scale it is not intended that an officer on the maximum salary for any grade/level move to a higher grade except where an officer retains a right for progression as a preserved condition of employment under a previous Award or Agreement as referred to in clause 7 of this Award.

6.1.2 If the officer's current salary does not coincide with a step on the new salary scale:

The officer's salary at commencement on the new scale will be the step immediately above his/her current salary rate. The officer's eligibility for progression will change to 12 months from the date of appointment to the salary level of this Award.

At the time of making this Award, no officer covered by the Award will suffer a reduction in salary or any other loss or diminution in conditions of employment as a consequence of making this Award.

6.2 Filling Positions Following Restructures

During the transition period of this Award, Divisions, Offices and administrative areas within the Department of Lands may undergo restructuring to align functions and improve delivery of services.

Positions that are incorporated within new or revised structures will be evaluated using the Department's approved Job Evaluation arrangements.

The Department is committed to making every effort to place current officers as set out in this section.

6.2.1 Where there are more positions than people or the same number of positions as people within the area being restructured

If there are more positions than people or the same number of positions as people within a grade or level, suitable officers, or officers who will be suitable with retraining, may be directly appointed where:

The level of a job in the new structure is the same as the officer's substantive level or

The level of a job in the new structure is up to one level different to an officer's substantive level in the Departmental Officer classification.

6.2.2 Where there are more people than positions within the area being restructured

If there are more people than positions within a grade or level, there will be an internal merit selection process, which ranks the suitability of officers for the vacancies.

6.2.3 Other unfilled positions

Positions that are not filled through the arrangements in 6.2.1 and 6.2.2 will be advertised through an internal merit selection process under section 18 of the *PSEM Act 2002*. This will apply to positions with salary up to and including the equivalent of Clerk, Grade 10.

Positions with a salary equivalent to Clerk Grade 11 and above will continue to be advertised in accordance with the *Public Sector Employment and Management Act, 2002*.

6.2.4 Positions that have not changed (see also section 6.3)

Where an existing position has been incorporated into a new or revised organisation structure and the work has not changed substantially but as a result of job evaluation is found to be of a higher level there are two possible options for the officer:

The current occupant of the position may be paid by way of Job Evaluation Allowance as set out in Premier's Department Circular No. 97-35 and 98-50 implementation of job evaluation outcomes; or

An existing occupant of a position may prefer to compete for the position at its new higher level.

Where the second option is chosen, eligible displaced officers already at the new higher job evaluation level for the work, and registered with the Redeployment and Relocation Services Unit (RRSU), will also be assessed for the position. The procedure to be followed is contained in Premier's Department Circular No. 98-50.

#### 6.2.5 Transition Committee

A Transition Committee will be formed and will consider issues affecting officers 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 officers.

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

The Composition of the Transition Committee will be:

Manager People & Performance Development (PPDG)

Management Representative from the area under discussion

Chair of PSA Departmental Committee (DC)

PSA Delegate nominated by the DC

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

#### 6.3 Job Evaluation

##### The System

The job evaluation system agreed by the parties to this Award is the Mercer CED Job Evaluation System. The systematic and objective process of assessing the work value of positions within the Department will continue to be applied utilising the approved Job Evaluation policy and procedures.

##### The process

A Job Evaluation Committee will be formed comprising the Manager People and Performance Development Group as chair, the Manager Human Resource Services, and two PSA representatives. The Job Evaluation Committee will identify those positions that should be evaluated.

The priority in which positions are to be evaluated will be determined by agreement between Management, the Job Evaluation Committee, and the PSA. Highest priority will be given to areas of the Department where the greatest benefit to officers in terms of equity will result. Evaluation of identified positions will be completed within 12 months.

This will identify and correct any existing parity issues between:

The types of work carried out in the Department; and

Previous grading/classification systems.

Evaluations will commence within one month of making this Award using the accredited job evaluation process. This will ensure an analytical, systematic and quantitative method of determining the relative work value and classification of all positions.

Job Evaluation will be managed by Human Resource Services. Officers and consultants participating in the job evaluation process will be accredited in the Mercer C E D Job Analysis and Job Evaluation process.

Where required, Mercer Human Resource Consulting (Cullen Egan Dell CED consultants), a management representative and a PSA representative will perform a quality control check on Position Descriptions to ensure consistency in format and content.

Implementation of job evaluation outcomes

Affect on salary for grading outcomes of positions that existed:

Prior to 31st October 2001 for officers under the Award known as DITM Award, resulting from job evaluation will be backdated to the first pay period following 31 October 2001;

Prior to 1 June 2004 for officers transferring to this Award, resulting from job evaluation will be backdated to the first pay period following 1 June 2004.

Job evaluation allowance

Where an existing position has been incorporated into a new or revised organisation structure and the work hasn't changed substantially but job evaluation indicates a higher salary level for the same work, and the current occupant is performing satisfactorily in the position, the current occupant of the position may be paid by way of Job Evaluation allowance. Payment by way of Job Evaluation allowance is also subject to the existing occupant of the position having been appointed following a process of competitive merit selection. Where the work has changed substantially or the position falls vacant the position should be filled by merit selection. Payment of a Job Evaluation allowance is an option available for consideration in light of the particular circumstances. The allowance is subject to approval of the Director General on a case-by-case basis, as set out in Premier's Department Circulars No. 97-35 and 98-50, implementation of job evaluation outcomes.

All anomalies with the outcomes of the Job Evaluation Project will be referred to the Transition Committee for resolution. (See 6.2.5 Transition Committee).

## **7. Preservation of Conditions for Staff Employed under Previous Awards**

### **7.1 Lands Officers**

Officers previously employed under the Crown Employees (Lands Officers - Department of Land and Water Conservation and Department of Information Technology and Management 1999) Award shall transfer to this Award as stated in clauses 5 & 6 of this Award, however, officers who transfer to levels of General Scale, Grade 1-2 and Grade 3-4 will be entitled to progress, subject to satisfactory performance, on an annual incremental basis in accordance with the former Award, to the equivalent salary of Lands Officer Level 3 year 2.

Lands Officers Level 4 shall transfer to this Award as stated in clauses 5 & 6 of this Award. Any structural anomalies within Administrative and Clerical Officers grade 5/6 that may be created by this transition will be addressed in any new structure developed to meet the future business objectives of the Department.

### **7.2 Officers with a substantive salary equivalent to Grade 11 who occupy positions presently Graded at A&C 11/12 or DITM Officer Grade 11/12**

Officers previously employed under the Administrative and Clerical Officers Award or Crown Employees (Department of Information Technology & Management) Conditions of Employment Award 2002, with a substantive salary equivalent of A&C Grade 11, year 1 or year 2, and currently permanently occupying positions of Grade 11/12 shall be entitled to progress, subject to satisfactory performance, on an annual incremental basis, to the equivalent salary of Clerk Grade 12, year 2.

### 7.3 Surveyors

Officers previously employed under the Surveyors, Trigonometrical and Cartographic Surveyors Agreement No.2449 of 1982 shall transfer to this Award as stated in clauses 5 & 6 of this Award (except that the progression barrier for registration requiring a Surveyor to become registered in terms of Section 10 of the *Surveyors Act*, 1929 will be included in Position Descriptions where it would be a requirement to carry out the accountabilities of positions). Preservation of rights to progression under the prior Award will apply to Surveyors employed by the Department of Lands immediately prior to the registration of this Award.

### 7.4 Valuers

Officers previously employed under the Crown Employees (Regional Directors and Valuers - all Classes - Valuer General's Office, Department of Information Technology and Management) Award, 1999 shall transfer to this Award as stated in clauses 5 & 6 of this Award. Preservation rights to progression under the prior Award will apply to Valuers employed by the Department of Lands immediately prior to the registration of this Award.

### 7.5 DITM Officers

Officers previously employed under the Crown Employees (Department of Information Technology & Management) Conditions of Employment Award 2002 shall transfer to this Award as stated in clauses 5 & 6 of this Award. Preservation rights to progression under the prior Award will apply to DITM Officers employed by the Department of Lands immediately prior to the registration of this Award.

### 7.6 Clerks

Officers previously employed under the Crown Employees (Administrative and Clerical Officers) Award shall transfer to this Award as stated in clauses 5 & 6 of this Award. Preservation rights to progression under the prior Award will apply to Clerks employed by the Department of Lands immediately prior to the registration of this Award.

### 7.7 Clerical Officers

Officers previously employed under the Clerical Officers All Departments Agreement No 2515 of 1988 shall transfer to this Award as stated in clauses 5 & 6 of this Award.

### 7.8 Field Hands and Instrument Man

Officers previously employed under the Surveyors Field Hands (State) Award (Variation) will become permanent officers upon commencement of this Award and be classified as Departmental Officers and shall transfer to this Award at their current salary and in accordance with clauses 5 & 6 of this Award. The grading of their jobs will then be determined in accordance with the outcome of job evaluation.

### 7.9 Preservation Rights A Memorandum of Understanding regarding progression rights of PSA members is attached to this Award.

## 8. Qualifications Review Committee

A Qualifications Review Committee shall be convened and shall include representatives from management, unions and officers with expertise in the area of qualification. Such representation shall consist of two management representatives, two union nominees and may call on officers or external advisers with expertise in the area of the qualification being discussed. The Committee shall be constituted for the period of this Award for the purpose of making recommendations to the Director General.

The Committee shall from time to time sit to determine the appropriate skills and qualifications required for given positions within the Department. The Committee shall from time to time also consider the current status of qualifications that are used in the Crown Employees (Department of Lands) Conditions of Employment Award 2004 in relation to the various levels of Departmental Officers as set out in the Award. If agreement cannot be reached in this committee, the Director General will facilitate a resolution.

### **9. Working Hours and Arrangements**

The provisions of the Department of Lands Flexible Working Hours Agreement 2004 will apply with the exception of those officers exempted in that Agreement.

### **10. Conditions of Employment**

Unless specified otherwise in this Award the provisions contained in the Crown Employees (Public Service Conditions of Employment 2002) Award as amended from time to time shall apply.

### **11. Consultative Arrangements**

A Joint Consultative Committee shall be maintained between the Department and the Associations. The Committee's role will be to review and monitor implementation of the Award; resolve issues as they arise and to consider relevant matters raised by the parties. It will meet at least quarterly, with the Director General or their delegate being responsible for convening meetings. Additional meetings may be requested by any of the parties.

### **12. Training**

The parties agree that all officers 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 officers 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 course fees for officers undertaking tertiary or vocational studies shall be 100% on successful completion where the study relates 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 so approves, reimbursement of fees, upon successful completion, may be within the range of 50% to 100%. The Director General or their 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 officers 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 officers to use the technological tools required to perform their duties;

Providing the training needed to ensure that those officers, whose performance has been identified as requiring improvement have every opportunity to improve their performance;

Equity of access to training and development opportunities for all officers, including part time officers;

Dependent care assistance (dependant care, by way of payment, may be provided to enable officers with dependant responsibilities to pursue training and development opportunities).

During the life of this award, the Department agrees to examine and implement various options to facilitate skill enhancement and career development for all officers. 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;

Officers 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 officers and management to determine appropriate training needs;

To include officers training and development responsibilities in the key accountabilities of all managers and supervisors;

Individual officers 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 Vocational Education and Training (VET) system - that is, the promotion and implementation of the public services training package through the Public Sector Industry Training Assessment Board (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 officers.

All in-house training to be in-line with National Competency Standards so officers can work toward a nationally recognised public sector qualification.

### **13. Use of Consultants and Contractors**

In line with Government commitments, the parties agree to develop programs to reduce the use of consultants/contractors by greater reliance on the expertise of professional public servants and the development of strict quality control procedures for the engagement of outside assistance.

The Department agrees to consult with the Association on engagement and use of consultants and contractors

### **14. Employee Assistance Program**



The Department will continue to make available to all its officers a free and confidential Employee Assistance Program.

The Employee Assistance Program is an independent and confidential counselling service which provides counselling free of charge for a wide range of personal and/or work related problems.

#### **15. Travel Passes**

The Department undertakes to allow salary deduction for public transport travel passes.

#### **16. Grievance and Dispute Procedures under this Award**

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

Officers are required to notify (in writing or otherwise) their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible state the remedy sought.

The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within seven (7) days of the matter being brought to attention.

If the matter is unresolved with the immediate supervisor or manager, the officer may request to meet with the appropriate person at the next level of management in order to review the matter. This officer shall respond within seven (7) days. If there are matters or issues that still remain unresolved by both parties then they should be referred to the Senior Manager of the work area who should include a representative from Human Resource Services in discussions.

In the event that the matter remains unresolved, the Director General shall provide a written response within 21 days to the officer and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reasons for not taking action, in relation to the matter.

An officer who is a member of an Association may request to be represented by an Association representative at any stage of the procedures.

The officer or Association on his/her behalf, or the Director General, may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

The officer and/or Association and/or the Director General shall agree to be bound by a lawful recommendation, order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.

Whilst the procedures are being followed, normal work undertaken prior to the notification of the grievance or dispute shall continue, except in the case of a dispute involving Occupational Health and Safety. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any officer, or member of the public.

These procedures should be read in conjunction with the Department's Grievance Resolution Policy and Procedures and in no way diminish Grievance resolution procedures contained in that policy.

#### **17. Association Membership Subscriptions**

##### **Deduction of Union Membership Fees**

The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

Subject to paragraphs 1 and 2 above, the employer shall deduct union fortnightly membership fees from the pay of any officer who is a member of the union in accordance with the union's rules, provided that the officer has authorised the employer to make such deductions.

Monies so deducted from officer's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

Where an officer has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

### **18. Commitment to Further Action**

The parties agree to this Award to address salary and equity issues within the organisation. The parties commit to further discussions and resolution over the next six months to include but not be limited to the following (with consultation with the PEO on public Sector wide issues):

Salary Packaging.

Payment of professional fees and continuing professional development expenses.

Provision of corporate clothing.

Officers exchange with other states.

Recruitment of officers for business continuity to address succession needs.

### **19. Relationship to Award**

This Award should be read and interpreted in conjunction with Awards, Agreements and Determinations listed in Schedule 2, provided that where there is any inconsistency between this Award and the Awards, Agreements, and Determinations listed in Schedule 2, this Award will prevail to the extent of the inconsistency.

### **20. Declaration**

The Parties to this Award declare that this Award:

is not contrary to the public interest;

is not unfair, harsh or unconscionable;

was not entered into under duress;

is in the interests of the Parties.

### **21. Saving of Rights**

- 21.1 At the time of making this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or reduction in his or her conditions of employment as a consequence of making this Award.
- 21.2 Should there be a variation to the Crown Employees (Public Sector Salaries January 2002) Award or an Award replacing that Award, officers covered by this Award will maintain the same salary relationship to the rest of the public service.

## 22. Area Incidence and Duration

- 22.1 The Award shall apply to all officers employed for the purposes of performing work required to meet the needs of the Department of Lands which includes Land and Property Information (LPI), Crown Lands NSW, Soil Services and Office of Rural Affairs.
- 22.2 The Award shall take effect from 22 February 2005 and shall remain in force for a period of 12 months from such date.

## PART B

### MONETARY RATES

#### Schedule 1

Transition Arrangements - Lands Officers			Departmental Officer	
<b>Lands Officers Scale</b>				
Lands Officer 8 Year 4	\$94,165	=>	Grade 12	\$94,165
Lands Officer 8 Year 3	\$90,192			\$90,192
Lands Officer 8 Year 2	\$84,874	=>	Grade 11	\$84,874
Lands Officer 8 Year 1	\$81,422			\$81,422
Lands Officer 7 Year 4	\$77,577			\$77,577
Lands Officer 7 Year 3	\$75,332	=>	Grade 9/10	\$75,332
Lands Officer 7 Year 2	\$72,377			\$72,377
Lands Officer 7 Year 1	\$70,397			\$70,397
Lands Officer 6 Year 2	\$68,360			\$68,360
Lands Officer 6 Year 1	\$66,255	=>	Grade 7/8	\$66,255
Lands Officer 5 Year 2	\$63,604			\$63,604
Lands Officer 5 Year 1	\$61,757			\$61,757
Lands Officer 4 Year 2	\$59,962			\$59,962
Lands Officer 4 Year 1	\$58,254	=>	Grade 5/6	\$58,254
Lands Officer 3 Year 2	\$56,057			\$56,057
Lands Officer 3 Year 1	\$54,342			\$54,342
Lands Officer 2 Year 6	\$50,407			\$50,407
Lands Officer 2 Year 5	\$48,904	=>	Grade 3/4	\$48,904
Lands Officer 2 Year 4	\$47,422			\$47,422

Lands Officer 2 Year 3	\$46,036		\$46,036
Lands Officer 2 Year 2	\$44,766		\$44,766
Lands Officer 2 Year 1	\$43,571		\$43,571
		=>	Grade 1/2
Lands Officer 1 Year 12	\$42,389		\$42,389
Lands Officer 1 Year 11	\$41,178		\$41,178
		=>	General Scale
Lands Officer 1 Year 10	\$39,029		\$39,029
Lands Officer 1 Year 9	\$37,638		
Lands Officer 1 Year 3 Age 21	\$31,352		
Lands Officer 1 Year 2 Age 20	\$29,090		
Lands Officer 1 Year 1 19 & HSC	\$27,253		
Lands Officer 1 Year 1 Under 19	\$24,051		\$24,051
<b>Transition Arrangements - Clerical Officers</b>		<b>Departmental Officer</b>	
<b>Clerical Officers Scale</b>			
Grade 8			
2 <sup>nd</sup> year of service	\$59,962		\$59,962
1 <sup>st</sup> year of service	\$58,254		\$58,254
Grade 7		=>	Grade 5/6
2 <sup>nd</sup> year of service	\$56,057		\$56,057
1 <sup>st</sup> year of service	\$54,342		\$54,342
Grade 6			
2 <sup>nd</sup> Year of Service	\$50,407		\$50,407
1 <sup>st</sup> Year of Service	\$48,904		\$48,904
Grade 5		=>	Grade 3/4
2 <sup>nd</sup> Year of Service	\$47,422		\$47,422
1 <sup>st</sup> Year of Service	\$46,036		\$46,036
Grade 4			
2 <sup>nd</sup> Year of Service	\$44,766		\$44,766
1 <sup>st</sup> Year of Service	\$43,571		\$43,571
Grade 3/4			
4 <sup>th</sup> Year of Service	\$44,766		\$44,766
3 <sup>rd</sup> Year of Service	\$43,571	=>	Grade 1/2
2 <sup>nd</sup> Year of Service	\$42,389		\$42,389
1 <sup>st</sup> Year of Service	\$41,178		\$41,178
Grade 3			
2 <sup>nd</sup> Year of Service	\$42,389		\$42,389
1 <sup>st</sup> Year of Service	\$41,178		\$41,178
Grade 1/2 Group C	<b>Group D</b>		
12 <sup>th</sup> Year of Service	10 <sup>th</sup> Year	\$39,029	\$39,029
11 <sup>th</sup> Year of Service	9 <sup>th</sup> Year	\$37,638	
10 <sup>th</sup> Year of Service	8 <sup>th</sup> Year	\$36,322	
9 <sup>th</sup> Year of Service	7 <sup>th</sup> Year	\$35,027	
8 <sup>th</sup> Year of Service	6 <sup>th</sup> Year	\$34,180	
7 <sup>th</sup> Year of Service	5 <sup>th</sup> Year	\$33,570	
6 <sup>th</sup> Year of Service	4 <sup>th</sup> Year	\$32,208	
5 <sup>th</sup> Year of Service	3 <sup>rd</sup> Year	\$31,352	
4 <sup>th</sup> Year of Service or 19	2 <sup>nd</sup> Year	\$29,090	
3 <sup>rd</sup> Year of Service or 18	1 <sup>st</sup> Year or 19	\$27,253	

2 <sup>nd</sup> Year of Service or 17	-	\$22,627	=>	General Scale
1 <sup>st</sup> Year of Service U17	-	\$18,806		
Grade 1				
10 <sup>th</sup> Year of Service		\$35,027		
9 <sup>th</sup> Year of Service		\$34,180		
8 <sup>th</sup> Year of Service		\$33,570		
7 <sup>th</sup> Year of Service		\$32,208		
6 <sup>th</sup> Year of Service		\$31,352		
5 <sup>th</sup> Year of Service or 20		\$29,090		
4 <sup>th</sup> Year of Service or 19		\$27,253		
Grade 1 Group B				
3 <sup>rd</sup> Year of Service U17		\$22,627		
2 <sup>nd</sup> Year of Service or 17		\$19,939		
1 <sup>st</sup> Year of Service or 18		\$17,864		
Grade 1 Group A				
3 <sup>rd</sup> Year of Service U17		\$22,627		
2 <sup>nd</sup> Year of Service or 17		\$19,939		\$24,051
1 <sup>st</sup> Year of Service or 18		\$16,742		

**Transition Arrangements -  
Administrative and Clerical**

**Departmental Officer**

<b>Administrative and Clerical Scale</b>	
Grade 12 Year 2	\$94,165
Grade 12 Year 1	\$90,192

=>

Grade 12	\$94,165
Grade 12	\$90,192

Grade 11 Year 2	\$84,874
Grade 11 Year 1	\$81,422

=>

Grade 11	\$84,874
Grade 11	\$81,422

Grade 10 Year 2	\$77,577
Grade 10 Year 1	\$75,332
Grade 9 Year 2	\$72,377
Grade 9 Year 1	\$70,397

=>

Grade 9/10	\$77,577
Grade 9/10	\$75,332
Grade 9/10	\$72,377
Grade 9/10	\$70,397

Grade 8 Year 2	\$68,360
Grade 8 Year 1	\$66,255
Grade 7 Year 2	\$63,604
Grade 7 Year 1	\$61,757

=>

Grade 7/8	\$68,360
Grade 7/8	\$66,255
Grade 7/8	\$63,604
Grade 7/8	\$61,757

Grade 6 Year 2	\$59,962
Grade 6 Year 1	\$58,254
Grade 5 Year 2	\$56,057
Grade 5 Year 1	\$54,342

=>

Grade 5/6	\$59,962
Grade 5/6	\$58,254
Grade 5/6	\$56,057
Grade 5/6	\$54,342

Grade 4 Year 2	\$50,407
Grade 4 Year 1	\$48,904
Grade 3 Year 2	\$47,422
Grade 3 Year 1	\$46,036

=>

Grade 3/4	\$50,407
Grade 3/4	\$48,904
Grade 3/4	\$47,422
Grade 3/4	\$46,036

Grade 2 Year 2	\$44,766
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\$44,766
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Grade 2 Year 1	\$43,571	=>	Grade 1/2	\$43,571
Grade 1 Year 2	\$42,389			\$42,389
Grade 1 Year 1	\$41,178			\$41,178

Gen Scale Year 10	\$39,029			\$39,029	
Gen Scale Year 9	\$37,638				
Gen Scale Year 8	\$36,322				
Gen Scale Year 7	\$35,027	=>	General Scale		
Gen Scale Year 6	\$34,180				
Gen Scale Year 5	\$33,570				
Gen Scale Year 4	\$32,208				
Gen Scale Year 3 Age 21	\$31,352				
Gen Scale Year 2 Age 20	\$29,090				
Gen Scale Year 1 18 Under	\$24,051				\$24,051

**Transition Arrangements - Surveyors**

**Departmental Officer**

<b>Surveyors Scale</b>				
Grade 5 Year 2	\$87,290	=>	Grade 12	\$94,165
Grade 5 Year 1	\$85,604			\$90,192

Grade 4 Year 3	\$82,232	=>	Grade 11	\$84,874
Grade 4 Year 2	\$80,632			
Grade 4 Year 1	\$78,332			

Grade 3 Year 4	\$74,592	=>	Grade 9/10	\$77,577	
Grade 3 Year 3	\$72,377				\$75,332
Grade 3 Year 2	\$69,722				\$72,377
					\$70,397

Grade 3 Year 1	\$67,620			\$68,360	
Grade 2 Year 4	\$64,193	=>	Grade 7/8	\$66,255	
Grade 2 Year 3	\$62,378				\$63,604
Grade 2 Year 2	\$60,497				\$61,757

Grade 2 Year 1	\$58,254			\$59,962	
Grade 1 Year 5	\$54,940	=>	Grade 5/6	\$58,254	
Grade 1 Year 4	\$51,864				\$56,057
					\$54,342

Grade 1 Year 3	\$48,433			\$50,407	
Grade 1 Year 2	\$45,187	=>	Grade 3/4	\$48,904	
					\$47,422
					\$46,036

Grade 1 Year 1	\$42,799	=>	Grade 1/2	\$44,766	
					\$43,571
					\$42,389
					\$41,178

=>	General Scale	\$39,029
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2. Crown Employees (Lands Officers Department of Land and Water Conservation and Department of Information Technology and Management 1999) Award.
3. Crown Employees (Regional Directors and Valuers - all Classes - Valuer General's Office, Department of Information Technology and Management) Award, 1999.
4. Clerical Officers, all Departments Agreement No. 2515 of 1988.
5. Surveyors Field Hands (State) Award (Variation).
6. Surveyors, Trigonometrical and Cartographic Surveyors Agreement No. 2449 of 1982.
7. Crown Employees (Department of Information Technology and Management) Conditions of Employment Award 2002

**Table 1****Departmental Officer Salary Rates**

CLASSIFICATIONS & GRADES		Common Salary Point	4/1/2002 3%	3/1/2003 4%	4/7/2003 5%
General Scale	Year 1	7	21178	22025	23126
	Year 2	11	25614	26639	27971
	Year 3	17	27606	28710	30146
	Year 4	20	28360	29494	30969
	Year 5	23	29560	30742	32279
	Year 6	25	30096	31300	32865
	Year 7	28	30842	32076	33680
	Year 8	32	31983	33262	34925
	Year 9	36	33141	34467	36190
	Year 10	40	34366	35741	37528
Grade 1-2 (Level 1)	Year 1	46	36259	37709	39594
	Year 2	49	37325	38818	40759
	Year 3	52	38365	39900	41895
	Year 4	55	39417	40994	43044
Grade 3-4 (Level 2)	Year 1	58	40536	42157	44265
	Year 2	61	41757	43427	45598
	Year 3	64	43062	44784	47023
	Year 4	67	44385	46160	48468
Grade 5-6 (Level 3)	Year 1	75	47850	49764	52252
	Year 2	78	49360	51334	53901
	Year 3	82	51294	53346	56013
	Year 4	85	52798	54910	57656
Grade 7-8 (Level 4)	Year 1	88	54379	56554	59382
	Year 2	91	56006	58246	61158
	Year 3	95	58339	60673	63707
	Year 4	98	60193	62601	65731
Grade 9-10 (Level 5)	Year 1	101	61987	64466	67689
	Year 2	104	63730	66279	69593
	Year 3	108	66333	68986	72435
	Year 4	111	68309	71041	74593
Grade 11 (Level 6)	Year 1	116	71694	74562	78290
	Year 2	120	74735	77724	81610



Grade 12 (Level 7)	Year 1	126	79416	82593	86723
	Year 2	130	82914	86231	90543

Senior Officer	Year 1		92776	96487	101311
Grade 1 (Level 8)	Year 2		99968	103967	109165
Senior Officer	Year 1		101660	105726	111012
Grade 2 (Level 9)	Year 2		108827	113180	118839
Senior Officer	Year 1		112469	116968	122816
Grade 3 (Level 10)	Year 2		123458	128396	134816

J. P. MURPHY, Commissioner.

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**SERIAL C3758****NSW PORT CORPORATIONS AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4593 of 2004)

Before The Honourable Mr Deputy President Harrison

18 May 2005

**REVIEWED AWARD**

## Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Date the award starts
5.	Who is bound by the Award?
6.	Where and who the Award covers
7.	Relationship with other awards
8.	Procedure to avoid industrial disputation
9.	Anti-discrimination
10.	Types of employment
11.	Redundancy
12.	Termination of employment
13.	Classifications and wage rates
14.	Allowances
15.	Superannuation
16.	Hours of work
17.	Overtime
18.	Annual Leave
19.	Personal Leave
20.	Parental Leave
21.	Jury service
22.	Public Holidays
23.	Long Service Leave
24.	Savings Clause
25.	Enterprise Flexibility Arrangements
26.	Area, Incidence and Duration

Part B - Wage Rates

**3. Definitions**

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

"Day Worker" shall mean - any Employee who is not engaged in shift work.

"Disability allowance" shall include all allowances including, but not limited to, annual leave loading, travel allowances, overtime and any other rates and allowances contained in this award except shift allowances.

"Employee" includes all Employees of the Sydney Ports Corporation, Port Kembla Port Corporation and Newcastle Port Corporation with the exception of Marine pilots, the Chief Executive Officers and Employees occupying positions above the classifications contained in clause 13 of this award.

"Employer" shall mean - the Sydney Ports Corporation, the Port Kembla Port Corporation and the Newcastle Port Corporation.

A Maritime Officer shall mean - an Employee as defined.

"Professional Engineer" shall mean - a person qualified to carry out professional engineering duties, that is, duties carried out by a person in any particular employment, the adequate discharge of any portion of which duties requires qualifications of the employee as (or at least equal to those of) a graduate member of the Institution of Engineers, Australia.

"Shift worker" shall mean - an Employee who is engaged in port service work, is a competent and experienced worker and is rostered on shiftwork.

"Shift Work" falls into two categories, which are defined as follows:

"Continuous Shift Work" shall mean - continuous port services work carried out according to a continuous shift process with consecutive shifts of employees over a twenty-four hour period.

"Non Continuous Shift Work" shall mean - port services work carried out on a rostered basis by Employees on other than continuous shiftwork.

"Supervisor or Shift Co-ordinator (Newcastle only)" shall mean - an Employee who is engaged as a competent and experienced shift Supervisor of port services workers and, who is rostered on continuous shiftwork.

#### **4. Date Award Starts**

The award takes effect from 4 March 2005 and remains in operation for three (3) years from that date.

#### **5. Who is Bound By the Award?**

This award is binding upon the following parties:

Sydney Ports Corporation

Port Kembla Port Corporation

Newcastle Port Corporation

The Employees of the Port Corporations

Australian Maritime Officers Union, of New South Wales

Seamen's Union of Australia New South Wales Branch

Association of Professional Engineers, Scientists and Managers Australia, (NSW Branch)

Australian Services Union of New South Wales

## **6. Where and Who the Award Covers**

### 6.1 Where does the award apply?

This award applies at the ports of:

Sydney

Botany Bay

Port Kembla; and

Newcastle.

### 6.2 Who Does the Award Apply to?

This award relates to the industry of persons employed by Sydney Ports Corporation, Port Kembla Port Corporation and Newcastle Port Corporation ("the Employer") other than those positions excluded under the definition of "Employee".

## **7. Relationship With Other Awards**

This Award supersedes the following industrial instruments:

MARITIME SERVICES BOARD (General Construction and Maintenance) Award

MARITIME SERVICES BOARD (Apprenticeship) Award

MARITIME SERVICES BOARD (Cargo Handling Operations) Award

MARITIME SERVICES BOARD (Cargo Handling & C Newcastle) Award 1975

MARITIME SERVICES BOARD (Dredges & C.) Award

MARITIME SERVICES BOARD (General Division) Award

MARITIME SERVICES BOARD (Gangers) Award

MARITIME SERVICES BOARD (Metal and Electrical Trades & C.) Award

MARITIME SERVICES BOARD Clerical Officers Industrial Agreement

MARITIME SERVICES BOARD (Plant Operators on Construction) Award

MARITIME SERVICES BOARD (Patrolmen and Communications Attendants) Award

MARITIME SERVICES BOARD (Pilot Vessels) Award

MARITIME SERVICES BOARD (Storemen & Packers Bond & Free Stores) Award

MARITIME SERVICES BOARD Demarcation Award, Balmain No 2 Depot 1983

MARITIME SERVICES BOARD (Building Construction Trades) Award

MARITIME SERVICES BOARD (Surveyors Field Hands) Award

MARITIME SERVICES BOARD (Transport Industry) Award

MARITIME SERVICES BOARD (Transport Industry and Sanitary and Garbage) Award

MARITIME SERVICES BOARD (Foremen Stevedores) Award

MARITIME SERVICES BOARD (Clerical Administrative and Ancillary Support Staff) Award

MARITIME SERVICES BOARD (Legal Officers) Award

MARITIME SERVICES BOARD (Surveyors and Articled Survey Pupils) Award

MARITIME SERVICES BOARD (Architects) Award

MARITIME SERVICES BOARD (Scientific Officers and Chemists) Award

MARITIME SERVICES BOARD (Technical Officers - Ports) Award

MARITIME SERVICES BOARD (Technical Officers) Award

MARITIME SERVICES BOARD (Drafting Officer and Technicians) Award

MARITIME SERVICES BOARD (Marine Engineers, Engineers, Ship Surveyors, Shipwright Surveyors & C.) Award

MARITIME SERVICES BOARD (Boating Service Officers) Award

MARITIME SERVICES BOARD (State Boating Service, Port Operations) Award

MARITIME SERVICES BOARD (Marine and Port Services) Award

MARITIME SERVICES BOARD (Hours) Award

MARITIME SERVICES BOARD (Senior Administrative and Business Management Officers) Award

MARITIME SERVICES BOARD Building Construction Trades Labourers On Site (State) Award

## **8. Procedure to Avoid Industrial Disputation**

### 8.1 Steps to be followed in resolving a dispute

#### Step 1

Employees or their union delegate should contact the relevant supervisor in the first instance. The supervisor must commence to deal with the dispute as quickly as possible, usually within 24 hours of being notified.

#### Step 2

If the dispute is unresolved, the Employees or their representative may approach the Unit Manager or equivalent to resolve the dispute. Where the grievance has industrial or human resource implications, the Unit Manager shall consult the Human Resources / Employee Relations Unit to arrange discussions between the relevant parties as soon as practicable.

#### Step 3

At this point, if the dispute remains unresolved the Unit Manager shall inform the Chief Executive Officer and the Employees may refer the matter to the Corporation's Consultative Committee for resolution.

#### Step 4

Discussions between the union official and senior management shall be held.

#### Step 5

If the matter is unresolved the parties may refer the dispute to the Commission for conciliation, and if unresolved for arbitration.

8.2 While any dispute is being resolved, normal work is to continue, except in the case of a genuine and/ or declared safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work. Nothing in this procedure shall prevent the unions and the Employers from taking any action considered conducive to resolving the matters in dispute.

8.3 Leave of absence to attend proceedings: Where the provisions of 8.1 and 8.2 have been complied with, and to assist in the resolution of the matter, the union delegate/employee representative referred to in 8.1, will be granted leave of absence to attend Industrial Commission proceedings arising from referral of the matter in 8.1.

8.3.1 A union delegate/employee representative granted leave of absence under 8.1 will not suffer any loss of pay.

8.4 Leave of absence to attend courses: To assist in the resolution of disputes in an agency a union delegate/employee representative, referred to in 8.1, will be granted leave of absence to attend short courses conducted by a recognised training provider which are specifically directed towards effective dispute resolution. The grant of leave will be subject to the operating requirements of the agency.

8.4.1 The specific training course will be agreed between the Employer and the individual Employee.

8.4.2 A union delegate/Employee representative granted leave of absence under 8.4 will not suffer any loss of pay

### **9. Anti-Discrimination**

9.1 It is the intention of the respondents to this award to achieve the principal object in s.3 (f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.

9.2 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 operations 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 of operation, has a direct or indirect discriminatory effect.

9.3 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 or unlawful discrimination or harassment.

9.4 Nothing in this clause is to be taken to affect:

9.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

- 9.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 9.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 9.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 9.5 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.

## 10. Types of Employment

### 10.1 General

10.1.1 Employees under this award will be employed in one of the following categories:

- (a) Full Time Employees; or
- (b) Part-Time Employees; or
- (c) Casual Employees; or
- (d) Fixed Term Contract Employees ("Temporary Employees").

10.1.2 At the time of engagement an Employer will inform each Employee of the terms of their engagement and in particular whether they are to be Full-Time, Part-Time, Casual or Temporary Employees.

### 10.2 Casual Employment

10.2.1 A Casual Employee is an Employee engaged as such.

10.2.2 A Casual Employee for working within the ordinary hours of work (pursuant to Clause 16) shall be paid per hour for the work performed plus 20% loading which incorporates the casual Employees' entitlements to annual leave, annual leave loading and any other rates and allowances contained in this award except overtime and shift allowances.

10.2.3 Casual Employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

10.2.4 On each occasion a Casual Employee is required to attend work he or she is entitled to a minimum payment for two hours work.

### 10.3 Part-Time Employees

10.3.1 An Employer may employ Part-Time Employees in any classification in this award.

10.3.2 A Part-Time Employee is an Employee who:

- (a) works less hours than a full-time Employee;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

- 10.3.3 At the time of engagement the Employer and the part-time Employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day.
- 10.3.4 Any agreed variation to the regular pattern of work will be recorded in writing.
- 10.3.5 An Employer is required to roster a regular part-time Employee for a minimum of two consecutive hours on any shift.
- 10.3.6 An Employee who does not meet the definition of a regular part-time Employee and who is not a full-time Employee or temporary Employee will be paid as a casual Employee in accordance with clause 10.2.
- 10.3.7 All time worked in excess of the hours as mutually arranged, excluding any Additional Hours, will be overtime and paid for at the rates prescribed in clause 17 - Overtime, of this award.
- 10.3.8 A regular part-time Employee employed under the provisions of this clause must be paid for ordinary hours worked on a pro rata basis of the full-time Employee at the full-time Employee rate.
- 10.3.9 All Leave accruals and separation entitlements of part-time Employees shall be calculated and paid on a pro-rata basis of the full-time Employee at the full-time rate of pay.
- 10.4. Temporary Employees
- 10.4.1 An Employer may employ an employee on a fixed term contract ("Temporary Employee") in any classification in this Award.
- 10.4.2 A Temporary Employee is an Employee who:
- (a) works for a specified fixed term; or
  - (b) works for a specific project; and
  - (c) such a term has been agreed in writing before the Employee commences work.
- 10.5 Apprentices and Trainees
- Awards and/or regulations to apply
- 10.5.1 Any awards and/or regulations made by any State Apprenticeship Board or Industrial board or industrial tribunal applies to any section of the trade to which such awards and/or regulations are expressed to apply, despite anything contained in this award.
- 10.5.2 Apprentices and Trainees will be paid the appropriate percentage of the salary rate for Maritime Officer Level 1 as set out in the Wage Rates (Appendix A), except where a wage is part of a national training wage award or equivalent set of pay and conditions for trainees engaged under such schemes as ATS, "Working Nation", and so on.
- 10.5.3 The percentages of Maritime Officers levels MO1 and MO2 for the various apprenticeship levels covering all trades is detailed below:
- 1st year 66%
  - 2nd year 80%
  - 3rd Year 92%
  - 4th year 105%



10.5.4 The percentages of Maritime Officers level MO1 for the various traineeship levels is detailed below:

Age 16 50%  
 Age 17 55%  
 Age 18 60%  
 Age 19 64%  
 Age 20 69%

10.5.5 An additional amount to cover the annualisation of working conditions, where applicable, will be determined by the Employer.

## 11. Redundancy

### 11.1 Definition

Redundancy occurs when an Employer decides that the Employer no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour. Redundancy is subject to the normal consultative processes outlined in the dispute settling procedures of this award.

### 11.2 Transfer of lower paid

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the 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 rate of pay and the new ordinary time rate for the number of weeks of notice still following.

### 11.3 Severance pay

11.3.1 In addition to the period of notice prescribed for ordinary termination in clause 11.1 an Employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Under 45 years of age	Over 45 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

11.3.2 Week's pay means the ordinary time rate of pay for the Employees concerned.

11.3.3 Provided that the severance payments shall not exceed 26 weeks.

### 11.4 Employee leaving during notice period

An Employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. However, in this circumstance the Employee will not be entitled to payment in lieu of notice.

## 11.5 Alternative employment

An Employer, in a particular redundancy case, may avoid making any severance payment if the Employer obtains suitable alternative employment for an Employee. In particular, here as a result of restructuring a position is created which did not have an equivalent in the old structure, or it is so different that it is clearly a new position, and Employer may choose to maintain that Employee's salary for a period of 12 months. After that time, the salary will be set at the level of the position.

## 11.6 Time off during notice period

11.6.1 During the period of notice of termination given by the Employer and the 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.

11.6.2 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 or she shall not receive payment of the time absent. For this purpose a statutory declaration will be sufficient.

## 11.7 Employees exempted

11.7.1 This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency during a probationary period, neglect of duty or misconduct. This clause shall not apply to casual Employees, apprentices, trainees or Employees engaged for a specific period of time or for a specific task or tasks.

11.7.2 Notwithstanding the foregoing provisions apprentices and trainees who are engaged for a specific period of time shall, once the apprenticeship or traineeship is completed and provided that the apprentices' or trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that an apprentice or trainee is terminated at the end of his or her apprenticeship or traineeship and is reengaged by the same Employer within six months of such termination the period of apprenticeship or traineeship shall be counted as service in determining any future redundancy entitlements.

## 12. Termination of Employment

## 12.1 Notice of Termination by Employer

12.1.1 In order to terminate the employment of a Full-Time or Part-Time Employee the Employer shall be required to give the period of notice specified in the table below:

Period of continuous service	Period of Notice
1 year or less	1 week's pay
Over 1 year and up to the completion of 3 years	2 week's pay
Over 3 years and up to the completion of 5 years	3 week's pay
Over 5 years of completed service	4 week's pay

12.1.2 In addition to this notice, Employees over 45 years of age at the time of the time giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

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

- 12.1.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 12.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency during the probationary period neglect of duty or misconduct. The period of notice in this clause shall not apply to casual Employees, apprentices, trainees or Employees engaged for a specific period of time or for a specific task or tasks.
- 12.1.6 Notwithstanding the foregoing provisions apprentices or trainees who are engaged for a specific period of time shall once the apprenticeship or traineeship is completed and provided that the apprentices' or trainees' services are retained have all service including the training period counted in determining entitlements. In the event that an apprentice or trainee is terminated at the end of his or her apprenticeship or traineeship and is reengaged by the same Employer within six months of such termination the period of apprenticeship or traineeship shall be counted as service in determining any future termination entitlements.

## 12.2 Notice of Termination by an Employee

- 12.2.1 The notice of termination required to be given by an Employee is the same as that required of an Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 12.2.2 If an Employee fails to give notice the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

## 12.3 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.

# 13. Classifications and Wage Rates

## 13.1 Wage Rates

An adult Employee of a classification specified in the table attached (other than an apprentice or trainee) shall be paid not less than the rate per week assigned to the classification in which such Employee is working.

The attached rates of pay are minimum interim rates. The rights of the parties are reserved to apply for adjustments to the above rates consistent with the relevant statement of principles.

## 13.2 Arbitrated Safety Net Adjustment

The rates of pay contained in Part B of this award include the adjustments payable under the State Wage Cases of 2001, 2002, 2003 and 2004. These adjustments may be offset against:

- 13.2.1 any equivalent over award payments; and/or
- 13.2.2 award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

## 13.3 Disability and Travel Allowance

This allowance incorporates all former disabilities paid including, working conditions, foregone crib, laundry, meals, telephone & delivery voyage allowances or fares & travel pattern allowances.

#### 13.4 Shift Loading and Penalty Allowance

The all-inclusive shift loading, covers, is expressed as a separate annual payment and shall be paid to eligible Employees as contained in Part B of this award. This allowance incorporates all considerations including physical working conditions; shift working arrangements weekend & public holiday work and the 24-hour/ 365 day operations of the Employers.

#### 13.5 Merit

Merit selection and the existence of a suitable vacancy will be the basis for promotion between levels.

#### 13.6 Rate For Superannuation And Payment Of Entitlements

The applicable rate, together with shift allowances, where appropriate, will form the salary for superannuation purposes and for payment of entitlements, including termination.

#### 13.7 Option for Annualised Salaries

The parties agree to review the levels of overtime and additional hours payments and to annualise the salary for individual Employees or work groups on a cost neutral basis.

#### 13.8 Option for Salary Sacrifice

By formal agreement between the Employer and the Employee concerned, the Employee may salary sacrifice to superannuation.

#### 13.9 Options for Salary Packaging

Subject to meeting the requirements of the Employer and Australian Tax Office Rulings, Salary Packaging Options can be arranged at the written request of, and liability for FBT taxation, by the Employee.

#### 13.10 Deductions

The Employee may nominate deductions consistent with the particular Employers' policy.

### **14. Allowances**

#### 14.1 Meal Allowances

14.1.1 An Employee required to work overtime for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall either be supplied with a meal by the Employer or receive reasonable expenses in compensation for not being provided with a meal at the discretion of the Employer.

#### 14.2 The First Aid Allowances

14.2.1 The First Aid Allowance is payable to appointed First Aid Officers responsible for first aid kits or facilities. This allowance is not payable where it is a specific designated job requirement and noted in a position description. Eligible Employees shall receive a weekly allowance in accordance with Part B of this award.

#### 14.3 Clothing, Equipment and Tools

- 14.3.1 Where the Employer requires an Employee to wear any special clothing, the Employer will provide the Employee with such special clothing and such clothing will be worn by the Employee.
- 14.3.2 Where it is necessary that an Employee wear waterproof or other protective clothing the Employer will provide the Employee with such clothing. Where protective clothing is supplied without cost to the Employee, it will remain the property of the Employer. In the event of dispute, the necessity for the provision of protective clothing may be determined by the Employer's Occupational Health and Safety Committee.
- 14.3.3 An Employer may require an Employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an Employee ceases employment, the Employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the Employer will be entitled to deduct the pro rata value from the Employee's wages.
- 14.3.4 In the case of genuine wear and tear, damage, loss or theft that is not the Employee's fault the provisions of clause 14.3.3 will not apply.
- 14.3.5 Any disagreement concerning the value of item/s of uniform and property and any other aspect of this clause may be determined by the Employer's Occupational Health and Safety Committee.
- 14.3.6 Where the Employer requires an Employee to provide and use any tools or equipment the Employer will provide the Employee with such equipment.
- 14.4 Travelling Allowance
- 14.4.1 Working Late
- When an Employer requires an Employee to work until it is too late to travel by his or her normal method of transport home the Employer must pay the cost of transport for the Employee to get home free of charge. This clause does not apply where the Employer provides alternative travel arrangements and/or accommodation for the Employee for the night free of charge or where travel allowances are included and paid as part of an Employee's annualised salary.
- 14.4.2 Working Early
- When an Employer requires an Employee to start work before his or her normal starting time and before his or her normal method of transport to work is available the Employer must pay for the cost of transport for the Employee to get to work. This clause does not apply where the Employer provides transport for the Employee to get to work or where travel allowances are included and paid as part of an Employee's annualised salary.
- 14.4.3 Travel, accommodation & expenses connected with travel to other Ports or sites for emergency response activity, shall be subject to the travel provisions policy of each Employer.

## 15. Superannuation

- 15.1 Unless otherwise agreed only the following Superannuation Schemes shall be recognised and utilised for Employer contributions and shall, subject to individual fund eligibility rules, be available to the Employees.
- 15.1.1 First State Super (FSS) - NSW
- 15.1.2 State Authorities Superannuation Scheme (SASS) - NSW

## 15.1.3 State Superannuation Scheme (SSS) - NSW

**16. Hours of Work - All Employees**

- 16.1 Hours of work within this Award will be arranged to take into consideration the specific needs of the Employer and where possible the work preferences of Employees. Different patterns of hours may apply to various groups or sections to meet customer service or specific section/unit requirements.
- 16.2 Starting and finishing times should be mutually agreed between management of the Employer and Employees; however, if agreement cannot be reached the needs of the organisation must prevail and the Employer will determine starting and ceasing times. Employee coverage to meet the needs of the Employer will be determined through a process of mutual co-operation at Unit/Section level and will where possible take into account the specific needs of Employees.
- 16.3 Once starting and ceasing times have been established, reasonable notice will be given (normally 5 calendar days) if changes are required. The parties may agree to vary the starting and ceasing times with shorter notice. Employees can be required to report to a fixed place of work, or to the job.
- 16.4 The working of additional hours within the spread of hours will be by reasonable notice from management of the Employee. The working of additional hours outside the spread of hours will be by reasonable notice and approval of management of the Employee.

## 16.5 Hours of Work - Day Workers

- 16.5.1 This clause applies to all Employees of the Employer, except those employed as Shift Workers.
- 16.5.2 The ordinary hours of work of Day Workers shall be a maximum of 2072 per annum, worked as a minimum of 35 hours per week average over a cycle of 4, 8 or 12 weeks, to be determined by each Employer.

Up to 252 ordinary hours may be worked in the terms of the sub-clause 16.6 (Additional Hours) of this Award.

- 16.5.3 Any ordinary hours will be worked on any one-day (Monday to Friday) between the hours of 6:00am and 7:00pm (known as "Bandwidth").
- 16.5.4 At the instigation of a Day Worker, notwithstanding any other provision of this clause, the Day Worker(s) and the supervisor/manager may at any time agree to other arrangements provided they meet the needs of the Corporation and the minimum hours are worked within the cycle.
- 16.5.5 Ordinary hours will exclude meal breaks which will be a minimum of 30 minutes and a maximum of two hours taken having regard to service levels and operational requirements. Time taken for a meal break will not count as hours worked.
- 16.5.6 One refreshment break is to be taken on the job at a convenient time, having regard to service levels and operational requirements. Time taken for such break will count as hours worked.

## 16.6 Additional Hours &amp; Overtime - Day Workers

- 16.6.1 At the end of each cycle, hours worked in addition to the Minimum Hours will be taken, at a mutually convenient time, as time off in lieu. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual arrangement. Where

operational requirements do not allow for time off in lieu, the Unit Manager may approve payment at ordinary time rates.

16.6.2 For approved hours worked in addition to the minimum hours and not taken in time in lieu:

(i) Payment at ordinary time for:

Up to 21 hours in a 4 week cycle

Up to 42 hours in an 8 week cycle

Up to 63 hours in a 12 week cycle

(ii) Payment at ordinary time and one half (T1.5) for hours:

Exceeding 21 and no more than 28 in a 4 week cycle

Exceeding 42 hours and no more than 56 in an 8 week cycle

Exceeding 63 and no more than 84 in a 12 week cycle.

(iii) Payment at double time (T2.0) for hours:

Exceeding 28 hours in a 4 week cycle

Exceeding 56 hours in an 8 week cycle

Exceeding 84 hours in a 12 week cycle

## 16.7 Hours of Work - Shift Workers

This clause applies to Shift Workers (as defined).

### 16.7.1 Ordinary Hours - Shift Workers

The ordinary hours of work of Shift Workers shall be no more than 2120 per annum worked as a minimum of 38 hours per week averaged over a 52 - week period. Up to 144 ordinary hours may be worked in the terms of clause 16.9 of this Award.

16.7.2 Shift Workers will work as a Team being allocated to duties by the supervisor according to rosters. Shift Workers shall not be rostered to work more than six shifts in any week, or four shifts in any week if working on a 12 - hour shift roster, except by agreement.

16.7.3 Shift Workers will perform additional periods of duty to their rostered hours as required by the supervisor, for instance, to complete a fully complemented shift, or to complete tasks already commenced.

16.7.4 For twelve hour Shift Workers, a paid break of 30 minutes shall be allowed between the fourth and fifth and eighth and ninth hour after the commencement of work and between each fourth and fifth hour thereafter. For other Shift Workers one paid break of 45 minutes duration shall be granted.

## 16.8 Newcastle Port Corporation

Ordinary hours of employment shall be no more than 40 hours per week averaged over a fifty two week period. In addition, by agreement between Newcastle Port Corporation and the Unions, additional ordinary hours will be worked to provide continuity of operations and short term relief. All hours (including published roster hours) in excess of 38 hours per week are additional hours & shall be recognised in the working conditions component of the shift workers salary as expressed in the site Enterprise Agreement.

### 16.9 Additional Hours & Overtime - Shift Workers

- 16.9.1 Additional hours shall be performed by Shift Workers as required to fulfil the Employers operational requirements including, but not limited to, Port Safety Operating Licence requirements.
- 16.9.2 Necessary overtime or Additional Hours, required to be worked to fulfil shift rosters to meet work demands has been fully compensated in the Employee's annualised salary and no separate or additional payment shall be made.
- 16.9.3 A Shift Worker who works so many additional hours between the termination of work on one day and the commencement of work on the next day that the Shift Worker has not had at least 10 consecutive hours off duty between those times, shall be released after completion of such additional hours until that Employee has had 10 consecutive hours off duty without loss of pay for scheduled working time occurring during such absence.
- 16.9.4 The provision of clause 16.9.3 shall apply in the case of Shift Workers as if 8 hours were substituted for 10 hours when additional hours were worked:
- (i) for the purpose of changing shift rosters; or
  - (ii) where a Shift Worker does not report for duty and another Shift Worker is required to replace such Employee; or
  - (iii) where a shift is worked by arrangement between the Shift Workers themselves.

### 16.10 Continuation Shift Work

- 16.10.1 At the time of making this Award all Continuous Shift Work is on the basis of 12 hour shifts and except by agreement Shift Workers shall not be rostered to work more than 4 shifts in any seven day period, unless by mutual agreement.
- 16.10.2 Continuous Shift Workers shall perform additional periods of duty to meet operational requirements e.g. to complete tasks already commenced, respond to Emergency Conditions, for the purpose of handing over shifts, or to make up the complement of the next/previous shift.
- No extra payment over and above the Total Salary shall be paid to Shift Workers for any additional hours worked in accordance with this sub-clause.
- 16.10.3 Shift rosters may be varied to cover short-term absences of other Teams or team members etc.

## 17. Overtime

### 17.1 Reasonable overtime

An Employer may require an Employee, other than a casual Employee, to work reasonable overtime at overtime rates.

### 17.2 When is an Employee paid at overtime rates?

A full-time Employee or Temporary Employee, with the exception of Shift workers and Day workers, are paid at overtime rates for any work done outside the ordinary hours and excluding any Additional Hours, set out in clause 16 - Hours of Work.

### 17.3 Meal break for overtime - Day workers

- 17.3.1 Overtime or additional hours will not accrue during meal breaks on overtime.



17.3.2 A meal break for overtime will be applied as follows:

- (i) Before Band with - for Day Workers who work overtime of 4 hours or more an unpaid meal break of a minimum of 30 minutes must be taken, prior to commencing ordinary hours.
- (ii) After Band with - for Day Workers who work overtime beyond 7pm, and unpaid meal break of a minimum of 30 minutes must be taken prior to commencing overtime.
- (iii) A Day Worker required working an additional period of overtime of 4 hours or more will be required to take a further unpaid meal break of 30 minutes for each additional 4-hour period.

Saturday, Sunday or Public Holiday - for Day Workers who work overtime of 4 or more hours, an unpaid meal break of a minimum of 30 minutes must be taken. Day Workers required to work additional overtime will be required to take a further unpaid meal break on completion of 4 or more hours.

#### 17.4 Overtime - Day Workers

The following overtime provisions will apply to all Day Workers.

17.4.1 Day Workers recalled to work overtime will be entitled to a minimum of 4 hours payment for such work; except when such Employee is called in to work immediately before or after the Day Worker's roster. On these occasions such Employee will be paid for actual hours worked.

17.4.2 For overtime worked Monday to Saturday at the rate of time and one half (T1.5) for the first two hours and double time (T2) thereafter.

17.4.3 For overtime worked on a Sunday, at the rate of double time (T2).

17.4.4 For overtime worked on a Public Holiday, at the rate of double time and one half (T2.5), in addition to the normal remuneration for that day.

17.4.5 Employees required to work more than one hour's overtime either before or after Bandwidth hours Monday to Friday, or for 4 hours or more on a Saturday, Sunday or Public Holiday will be provided with a meal or allowance.

#### 17.5 Does an Employee get a break after working overtime?

If starting work at the Employee's next rostered starting time would mean that the Employee did not receive a full ten hour break then either: the Employee may - without loss of pay - start work at such a later time as is necessary to ensure that he or she receives a break of at least ten hours; or the Employer must pay the Employee overtime rates for all work performed until the Employee has received a break of at least ten hours.

#### 17.6 Time off instead of payment of overtime

17.6.1 Despite clause 17.2 an Employee may choose, with the consent of the Employer, to take time off instead of payment for overtime at a time or times agreed with the Employer. This agreement must be in writing. The Employee must take the time off within 8 weeks of working the overtime unless by mutual agreement.

- 17.6.2 If requested by an Employee, an Employer must, by the pay period after receiving a request, pay the Employee for any overtime worked. The Employee must be paid at overtime rates.

### **18. Annual Leave**

- 18.1 How long is annual leave?

An Employee is entitled to annual leave in accordance with the *Annual Holiday Act 1944*.

- 18.2 When to take annual leave?

An Employee may take annual leave at a time agreed with the Employer within twelve months of accrual, unless alternative arrangements are agreed.

- 18.3 How much notice?

The Employer and Employee shall seek to reach agreement on the taking of annual leave at a mutually convenient time. In the absence of agreement the Employer may give at least fourteen days notice of the commencement of leave or part of leave which is due to the Employee.

- 18.4 Payment instead of leave?

An Employee must take annual leave. However, if the Employee leaves or is dismissed, the Employer must pay the Employee any leave entitlement including a proportionate amount for each full month worked since the Employee began working or last qualified for leave.

- 18.5 Public holidays falling within annual leave

- 18.5.1 If a public holiday falls within an Employee's annual leave, is prescribed in the award, and is on a day which would have been an ordinary working day, then:

extra time equivalent to the public holiday is added to the Employees annual leave; or

the Employee can choose to be paid for the public holiday instead of having the extra time.

- 18.5.2 The Employee won't receive any pay for the public holiday unless:

the Employee starts work at the next rostered starting time on the first working day after his or her annual leave ends; or

the Employee has a reasonable cause for starting late.

### **19. Personal Leave**

- 19.1 Amount of paid personal leave

- 19.1.1 Paid personal leave is available to an Employee when he or she is absent due to:

personal illness or injury (sick leave); or

for the purposes of caring for an immediate family or household member that is sick and requires the Employee's care and support (carer's leave); or

because of bereavement on the date of an immediate family or household member (bereavement leave).

- 19.1.2 The minimum amount of personal leave to which an Employee is entitled is a minimum of thirty-five (35) hours on full pay for each year of service.

## 19.2 Immediate family or household

- 19.2.1 The entitlement to carer's or bereavement leave is subject of the person in respect of whom the leave is taken being either:

- (a) a member of the Employee's immediate family; or
- (b) a member of the Employee's household.

- 19.2.2 The term immediate family includes:

- (a) spouse (including a former spouse, de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person of the opposite sex to the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

## 19.3 Sick leave

### 19.3.1 Definition

Sick leave is leave which an Employee other than a casual is entitled without loss of pay because of his or her personal illness or injury to a minimum of thirty-five (35) hours and to a maximum of forty (40) hours per year of service cumulative on a three year to date basis.

### 19.3.2 Employee must give notice

- (a) Subject to 19.3.2(c), before taking sick leave, an Employee must give at least two hours' notice before his or her next rostered starting time.
- (b) The notice must include:
  - the nature of the injury or illness (if known); and
  - how long the Employee expects to be away from work.
- (c) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone at the first opportunity.

### 19.3.3 Evidence supporting claim

The Employee must, if required by the Employer, establish by production of evidence satisfactory to the Employer that the Employee was unable to work because of injury or personal illness.

### 19.3.4 The effect of workers' compensation

If an Employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

#### 19.4 Bereavement leave

##### 19.4.1 Paid leave entitlement

An Employee other than a casual Employee is entitled to use a minimum of fourteen (14) hours to a maximum of sixteen (16) hours personal leave or bereavement leave on any occasion on which a member of the Employee's immediate family or household dies.

##### 19.4.2 Unpaid leave entitlement

Where an Employee has exhausted all personal leave entitlements, including accumulated entitlements, he or she is entitled to use a minimum of fourteen (14) hours to a maximum of sixteen (16) hours unpaid bereavement leave.

##### 19.4.3 Evidence supporting claim

The Employer may require the Employee to provide satisfactory evidence of the death of the member of the Employee's immediate family or household.

#### 19.5 Carer's leave

##### 19.5.1 Use of Sick Leave

- (a) An Employee other than a casual Employee, with responsibilities in relation to a class of person set out in (c)(2) who needs the Employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for at Clause 19.3 of the award, for absences to provide care and support, for such persons where they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (1) the Employee being responsible for the care of the person concerned; and
  - (2) the person concerned being:
    - (i) a spouse of the Employee; or
    - (ii) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (iii) a child or an adult (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

- (iv) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
- (v) a relative of the Employee who is a member of the same household where, for the purposes of this paragraph:
  - (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, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

#### 19.5.2 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 (c)(2) above who is ill.

### 20. Parental Leave

20.1 See the provisions of the *Industrial Relations Act 1996*

#### 20.2 Maternity Leave

20.2.1 Female Employees who have completed at least forty weeks continuous service with an Employer, shall be granted paid Maternity Leave on full pay for 315 hours (Day Workers) and 342 hours (Shift Workers) from the date the Maternity Leave commences. Maternity Leave may commence up to 9 weeks prior to the expected date of birth, as indicated on the medical certificate furnished by the Employee with the application for Maternity Leave.

### 21. Jury

- 21.1 An Employee other than a casual Employee required to attend for jury service during their ordinary working hours will 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 the ordinary wage they would have received Monday to Friday in respect to attendance for jury service.
- 21.2 An Employee shall notify the Employer as soon as possible for the date upon which they are required to attend for jury service.
- 21.3 Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

### 22. Public Holidays

22.1 Employees, other than casuals, shall be entitled to the following holidays without loss of pay:

New Year's Day  
Australia Day  
Good Friday  
Easter Saturday  
Easter Monday  
Anzac Day  
Queen's Birthday  
Newcastle Show Day (for Newcastle Port Corporation Employees only)  
National Aboriginal Day (for declared Aboriginal Employees)  
Labour Day  
Christmas Day  
Boxing Day

Any additional Public Holiday day - at the discretion of the Employer to nominate or substitute a different day

Or such other day as is generally observed in the locality as a substitute for any of the said days respectively:

22.2 All time worked by an Employee other than casuals and Shift workers on a public holiday shall be paid for at the rate of double time and one half for the hours worked, with a minimum of four hours additional pay. Alternatively, such Employees who worked on a prescribed holiday may, by agreement, perform such work at ordinary rates plus half-time additional in that week provided that equivalent paid time is added to the Employee's annual leave or one day in lieu of such public holiday shall be allowed to the Employee during the week in which such holiday falls. Provided that such holiday may be allowed to the Employee within 28 days of such holiday falling due.

22.3 Where in a State or Territory or locality within a State or Territory and additional public holiday (other than Easter Saturday) is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or Territory or a locality thereof, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this award, for Employees covered by this award who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

### **23. Long Service Leave**

23.1 An Employee is entitled to long service leave in accordance with the *Long Service Leave Act 1955* (NSW) except where elsewhere provided in a certified agreement between the parties of this Award.

### **24. Savings Clause**

24.1 The Parties agree that the provisions of an Enterprise Agreement which provide Employees with better terms and conditions may override the provisions of this Award to the extent of any inconsistency.

### **25. Enterprise Flexibility Agreement**

25.1 In this clause a "relevant union" means - an organisation of Employees that:

is party to this award; and

has one or more members employed by the Employer to perform work in the relevant enterprise or workplace.

- 25.2 At each enterprise or workplace, consultative mechanisms and procedures will be established comprising representatives of the Employer and Employees. Each relevant union will be entitled to be represented.
- 25.3 The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the enterprise or workplace.
- 25.4 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.
- 25.5 Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary will be made to the Commission. The agreement will be made available in writing, to all Employees at the enterprise or workplace and to the unions, party to this award.

### 26. Area, Incidence and Duration

- (a) This award will apply to the industry of persons employed by Sydney Ports Corporation, Port Kembla Port Corporation and Newcastle Port Corporation (the Employer) other than those positions excluded under the definition of Employee.
- (b) This award is made following a review under section 19 of *Industrial Relations Act 1996* and rescinds and replaces the NSW Port Corporations Award 2001 published 12 April 2002 (I.G.332, 890) .
- (c) The award published 12 April 2002 took effect from the beginning of the first pay period to commence on 12 August 1999 and the variations thereof incorporated therein.
- (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 18 December 1998 (308 IG 307) take effect on 4 March 2005.
- (e) The award remains in force until varied or rescinded.

## PART B

### Wage Rates

An adult employee of a classification specified in the table hereunder (other than an Apprentice or Trainee) shall not be paid less than the total rate per week assigned to the classification in which the employee is working.

Position	Total Rate pa \$	Total Rate pw \$	Minimum Rate pw \$	Residual pw \$	Disability & Travel Allowance \$	Annual Leave Loading pw \$
Marine Officer Award Level 1	24715	473.66	467.40	00	-	6.26
Marine Officer Award Level 2	28706	550.14	506.60	00	36.27	7.27
Marine Officer Award Level 3	34632	663.73	561.20	52.28	41.47	8.78
Marine Officer Award Level 4	39040	748.21	684.40	00	53.92	9.89
Marine Officer Award Level 5	43889	841.13	767.80	00	62.21	11.12
Marine Officer						

Award Level 6	50954	976.54	889	00	74.63	12.91
Marine Officer Award Level 7	54683	1048	1014.10	20.04	-	13.86
Marine Officer Award Level 8	62449	1196.83	1181	00	-	15.83
Marine Officer Award Level 9	69125	1324.77	1277	30.13	-	17.64
Marine Officer Award Level 10	77695	1489.02	1420	49.33	-	19.69
Shift worker Classification			Minimum Rate pa \$		Minimum Weekly Rate \$	
Shift worker (Port Services Level 1)			17626		337.80	
Shift worker (Port Services Level 2)			20228		387.66	
Non Continuous Shift worker			7560		144.88	
Shift Co-ordinator (Newcastle only)			19285		369.60	
Shift Supervisor (Sydney only)			21307		408.34	
First Aid Allowance			Minimum Rate pa \$		Minimum Weekly Rate \$	
Appointed First Aid Officer			549		10.53	

R. W. HARRISON *D.P.*


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**SERIAL C3776****COUNTRY ENERGY ENTERPRISE AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trade Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 2329 of 2005)

Before The Honourable Mr Deputy President Harrison

19 May 2005

**AWARD****Arrangement**

Clause No.	Subject Matter
1.	Coverage and Parties
2.	Objectives
3.	Policies and Procedures
4.	Future Negotiations
5.	Definitions
6.	Safety
7.	Anti-Discrimination
8.	Enterprise Agreements
9.	Consultation
10.	Consultative Committee Framework
11.	Classification and Rates of Pay
12.	Appointments and Grading 'S
13.	Terms of Employment
14.	Types of Employment
15.	Performing Alternative Work
16.	Payment
17.	Hours of Work
18.	Shiftwork
19.	Overtime
20.	On-Call and Standing By
21.	Meal Times and Allowances
22.	Travelling Time and Fares
23.	Annual Leave
24.	Award Holidays
25.	Sick Leave
26.	Personal Carer's Leave
27.	Long Service Leave
28.	Jury Service Leave
29.	Parental Leave
30.	Bereavement Leave

31. Union Training Leave
32. Accident Leave
33. Grievance Resolution Procedure
34. Outsourcing
35. Wet Weather
36. Tools
37. Private Motor Vehicle - Allowances
38. First Aid Allowance
39. Leading Hand Allowance
40. Aircraft Allowance
41. Isolation & Climatic Allowances
42. Explosives Allowance
43. Telephone Allowance
44. Drivers' Licence
45. Training Allowance
46. Movement of Allowances
47. Date and Period of Operation
48. Calculation of Service
49. Working Away from Home
50. Salary Sacrifice
51. Superannuation
52. Salary Maintenance
53. Workplace Flexibility
54. Clothing
55. Union Delegates' Rights
56. Supply of Residence
57. Leave Reserved

### **1. Coverage and Parties**

- (i) This Award shall apply to Country Energy and its employees employed in the classifications contained in Table 2 of this Award.
- (ii) Existing employees employed in a Professional capacity whose rate of pay exceeds Professional Engineer Grade 8 who is not employed under an individual employment agreement shall continue to have their terms and conditions of employment prescribed by this Award.
- (iii) This Award governs all employment, wages and conditions of the employees to whom this Award applies. This Award replaces the Country Energy Enterprise Award 2001, published 6 June 2003 (339 I.G. 861).
- (iv) The parties to this Award are Country Energy, the Electrical Trades Union of Australia, New South Wales Branch; the United Services Union New South Wales Local Government, Administrative, Energy, Airlines & Utilities Union and The Australian Services Union and the Association of Professional, Engineers, Scientists and Managers, Australia (NSW Branch)

### **2. Objectives**

The agreed objectives of this Award are:

- (i) Demonstrated high value commitment to Occupational Health and Safety from Country Energy and all employees
- (ii) Achievement of Country Energy's corporate business objectives and strategies;
- (iii) Delivery of quality customer service and continuous improvement programs;

- (iv) Development of the highest quality training, career opportunities and occupational health and safety programs and policies;
- (v) Recognition of the contributions of all employees to improvements in safety, productivity, efficiency and competitiveness, and their participation in the achievement of these objectives;
- (vi) To provide terms and conditions of employment in conjunction with operational policies and procedures.

### 3. Policies and Procedures

All operational policy and procedures relating to conditions of employment shall be developed or altered in accordance with the consultation process set in Clause 8 of this Award. All such Policies will be made available at all Country Energy locations for access by all employees.

### 4. Future Negotiations

At least three months before the nominal expiry of this Award the parties shall commence negotiations for a replacement enterprise Award.

### 5. Definitions

- (i) "Discharge" means - termination of service as a consequence of retrenchments, reorganisation or shortage of work or other reason for which the employee may not be entirely responsible.
- (ii) "Dismissal" means - termination of service for misconduct, inefficiency, unsatisfactory performance or repeated absences from work.
- (iii) "Resignation" means -voluntarily leaving the service of Country Energy.
- (iv) "Retirement - Age" means - termination of an employee's service with Country Energy:
  - (a) As agreed between Country Energy and the employee, or
  - (b) At the discretion of the employee after attaining the age of 55 years
- (v) "Retirement - Ill Health" means - termination of employment on account of ill health certified as rendering the employee unable in the future to perform the duties of the employee's appointed grade.

### 6. Safety

The health, safety and wellbeing of Country Energy employees is of paramount importance. Country Energy's Health and Safety Policy embodies the following commitments to employee safety:

- (i) To ensure the safety of all employees Country Energy will provide a safe working environment in accordance with the *Occupational Health and Safety Act*.
- (ii) All employees will work in a safe manner as required under the *Occupational Health and Safety Act* and regulations as varied from time to time. Employees are required to wear appropriate personal protective clothing and use safety equipment for the purpose for which they are provided, and observe all health and safety policies and procedures

### 7. Anti-Discrimination

- (i) It is the intention of the parties to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (ii) The parties have obligations to take all necessary steps to ensure that the operation of the provisions of this Award is not directly or indirectly discriminatory in their 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 person's 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 agreement 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.

### **8. Enterprise Agreements**

The parties to this Award recognise that enterprise agreements may be used to facilitate agreed alternative arrangements to those in this Award. The development of enterprise agreements shall occur through the consultation process.

### **9. Consultation**

- (i) Where alternatives to Award provisions are being considered, the parties concerned will utilise this consultation process with the intention of reaching agreement.
- (ii) The consultation process includes involving all parties concerned in any analysis and decision making about a proposed alternative arrangement.
- (iii) Where an alternative arrangement is proposed, Country Energy will take all possible steps to ensure that any adverse affect on an employee will be minimised or resolved.
- (iv) Employees, their union or Country Energy may initiate a consultation process.
- (v) Where Country Energy proposes to introduce major changes in business processes, organisation, structure or technology that will have significant affects on employees, Country Energy will consult its employees who may be affected by the proposed changes and the relevant unions as soon as practicable.
- (vi) A Consultative Committee framework as detailed in Clause 9 of this Award provides a forum for consultation.

### **10. Consultative Committee Framework**

The purpose of this Clause is to establish a consultative framework to facilitate cooperation and trust between the parties and provide a forum for the parties to consult each other about matters involving changes to the organisation or performance of work at Country Energy.

- (i) Consultative Committee Charter and Structure

A Peak Consultative Committee shall be established and will determine a Committee Charter and under that Charter, be empowered to determine the functions, operations and framework of other Consultative Committees established at Country Energy.

(ii) Committee Membership

The Peak Consultative Committee shall comprise at least one representative from each of the other Committees, a full time Union official(s) and representatives from senior management of Country Energy.

(iii) Committee Meetings

The Peak Consultative Committee shall meet at least once every six [6] months.

(iv) Consultative Committee Functions

The Peak Consultative Committee's functions shall include but not be limited to the following:

- a) Consider the means by which Country Energy can ensure its competitive edge to extend its leading role in the industry and make recommendations to the Managing Director where appropriate.
- b) Provide a communication link between staff, Unions and management and be a forum for consultation and discussion on employment matters.
- c) Examine all issues relating to the introduction of change in the workforce.
- d) Examine and make recommendations on issues relating to outsourcing and renewal of any contracts, where appropriate.
- e) Where alternatives to workplace arrangements are being considered, the parties concerned will utilise this consultation process to reach agreement on all alternatives. This is done with a view that all parties concerned being involved in the analysis and decision making about any proposed alternative arrangement.
- f) All members of the Peak Consultative Committee may seek advice on matters discussed by all Committees.
- g) Consultative Committees shall not be utilised in respect of matters which are being or should be processed in accordance with the Grievance Resolution Procedure.

### **11. Classification and Rates of Pay**

- (i) An employee's classification shall be that which describes the major and substantial functions and duties in the position occupied.
- (ii) The corresponding weekly rates of pay in Table 2 of this Award shall apply to employees in their respective classifications.
- (iii) The rates are inclusive of annual leave loading.
- (iv) The rates are inclusive of a loading for work performed in the following circumstances: confined spaces, underground work, working at heights, wet and dirty places, use of power tools.

### **12. Appointments and Gradings**

An employee's classification shall be matched to the employee's major and substantial functions for which the employee shall have the skill and training necessary to properly perform.

### **13. Terms of Employment**

- (i) Probationary Periods

Country Energy, when offering employment may include a probationary period of employment of up to three [3] months in the letter of offer of employment. An initial period of probation may be extended by up to a further three [3] months in which case, Country Energy shall give the employee the reasons in writing.

(ii) Termination of Employment

(a) Notice of Termination

Country Energy shall give to an employee and an employee shall give to Country Energy notice of termination of employment of not less than four [4] weeks other than for employees with less than twelve [12] months continuous service who shall be entitled to one [1] week's notice of termination. The period of notice may be reduced by mutual agreement.

Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of the notice shall be made by Country Energy if the full notice period or part notice is not given. If the employee fails to give notice or gives incomplete notice, Country Energy shall withhold payment in lieu of notice or part notice from any termination payment due to the employee.

The period of notice shall not apply to dismissal for conduct that justifies instant dismissal or for casual employees.

(b) Statement of Employment

Country Energy shall, on request from an employee whose employment has been terminated, give the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

#### **14. Types of Employment**

Employees covered by this Award will be employed in one of the following categories:

(i) Permanent Full Time Employment

Permanent full time employment covers employees working ordinary hours on a permanent basis.

(ii) Permanent Part Time Employment

a) Permanent part time employment covers employees who work on a permanent basis less than the number of ordinary hours worked by full time employees. A part time employee's hours will be nominated at commencement of employment. If the employee consistently works in excess of their nominated hours, a review will be conducted with a view to extending the nominated hours.

b) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.

c) Part time employees shall receive Award conditions and payments in respect of annual leave, sick leave, long service leave and all other authorised leave on a proportionate basis as the employee's hours of work relate to those worked by full time employees.

Leave shall accrue in proportion to the number of hours actually worked up to a maximum of thirty-six [36] hours per week.

- d) When a part time employee's nominated day of work falls on an Award holiday, the employee shall be entitled to take the day as a holiday without loss of pay.
  - e) A part-time employee shall be entitled to the provisions of Clause 19, Overtime in respect of work performed outside the span of hours or in excess of their normal daily or weekly hours of work.
  - f) A part-time employee may, by agreement, work additional hours at single time up to thirty-six [36] hours per week subject to receiving all pro-rata leave entitlements as prescribed for those additional hours, in which case the overtime payments provided for in paragraph (e) herein shall not apply.
- (iii) Temporary Employment
- a) Temporary employment covers employees engaged on a temporary basis and shall not include a casual employee.
  - b) A temporary employee shall be paid a rate of pay and receive Award conditions as is appropriate to either their full time or part time employment under this Award.
  - c) Temporary appointments may be made for a period of up to 12 months. At the expiration of that period work requirements will be reviewed in consultation with the unions.
  - d) Temporary employment shall not be used as an alternative to full time employment.
- (iv) Casual Employment
- a) "Casual Employee" means - an employee engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full time or part time employee.
  - b) A casual employee shall be paid the hourly rate of pay for the appropriate classification plus a loading of twenty [20] per cent with a minimum payment of three [3] hours pay for each start.
  - c) A casual employee shall receive overtime rates for any time worked in excess of the ordinary hours of work for a full time employee. The casual loading is excluded in the calculation of overtime.
  - d) The casual loading prescribed is in lieu of the annual leave, sick leave and Award holiday entitlements arising under this Award however, the loading is not in lieu of entitlements prescribed in Clause 27 Long Service Leave.
  - e) A casual employee shall not be utilised to replace a full-time or part-time position other than where a permanent employee is absent on approved leave or working on a project.
  - f) Casual appointments shall be reviewed after a continuous period of three [3] months.
- (v) Apprentices and Trainees
- a) The provisions of this Award apply to apprentices and trainees employed by Country Energy.
  - b) Employment as an apprentice or trainee shall not continue beyond the completion of the term of the apprenticeship or traineeship unless further employment is offered and accepted.

## 15. Performing Alternative Work

- (i) An employee, who is competent to do so, shall where required perform alternative work to that usually performed by the employee, without reduction in pay.
- (ii) Acting Higher Grade
  - a) An employee who performs, for at least one ordinary working day, the work of another employee which is paid at a higher rate than the employee's position, the employee shall be paid according to the employee's skills, qualifications and experience but not less than the entry level for the position.
  - b) Where an Award holiday or group of Award holidays occurs during a period when an employee is acting in a higher paid position, the employee shall be paid for the holiday/s at the rate for acting in the position.
  - c) An employee shall not receive higher grade pay whilst on leave unless the employee has acted in the position for an aggregate of at least six [6] months during the twelve [12] month period prior to going on leave or continuously for at least three [3] months immediately preceding the commencement of the leave.
  - d) Except where an employee is relieving an employee who is on approved leave, periods of acting in a higher grade position shall not exceed six [6] months.
  - e) At the completion of the alternate work period an employee shall return to their former position or a mutually agreed role.

## **16. Payment**

- (i) Pay Cycle

Employees shall be paid fortnightly and pay shall be available at the commencement of business on Thursdays by direct crediting of pay to an employee's nominated Bank, Building Society or Credit Union account.

- (ii) Deductions

Country Energy shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for approved purposes.

## **17. Hours of Work**

- (i) Spread of Ordinary Hours of Work

Country Energy and its employees agree there are three objectives to consider in determining the structure of working hours under this Award:

- a) The most efficient production and delivery of the service;
- b) The most effective way of servicing the customer; and
- c) The most effective way of meeting employee's needs for satisfying work, personal development, health and workplace safety.

The ordinary hours of work shall be thirty-six [36] hours per week to be worked in eight consecutive hours per day, (exclusive of meal breaks), over a nine day fortnight between the hours of 6.00 am and 6.00 pm. This spread of hours may be altered by mutual agreement between Country Energy and employees concerned.



Where agreement is reached between Country Energy and an employee or employees, up to twelve [12] ordinary working hours per day may be worked without the payment of overtime. Where an employee's ordinary hours of work exceed seventy-two [72] in any two-week [2] cycle, the employee shall be paid overtime rates for those hours worked in excess of seventy-two [72].

(ii) Starting and Finishing Times

The starting and finishing times within the spread of hours shall be determined by Country Energy in consultation with the employees concerned.

(iii) Ordinary Hours of Work - Day Workers

- a) The fortnightly ordinary hours of work for day workers shall be seventy-two [72] per fortnight, to be worked on nine [9] weekdays, in any two [2] week cycle.
- b) Where Country Energy and the Unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked up to a total of one hundred and forty four [144] on nineteen [19] weekdays in any four [4] week cycle.
- c) An employee who requests to work a thirty six [36] hour, five [5] day week may, with the consent of Country Energy, do so.
- d) Notwithstanding the provisions of paragraphs (a) and (b) herein, the ordinary hours of work for employees employed in the classifications of Professional Engineer Grades 6, 7 and 8 shall be a thirty six (36) hour, five (5) day week unless otherwise agreed.

(iv) Rostered Days Off

- a) Where an employee's rostered day off falls on an Award holiday, the employee may either take the next working day as a rostered day off or take another mutually agreed day instead.
- b) Where mutually agreed employees may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee's accumulated rostered days off shall not exceed five [5] in a twelve [12] month period.

(v) Ordinary Hours of Work - Shift Workers

Except as otherwise provided, the ordinary hours of work for shift workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty-six.

(vi) Alternative Arrangements

Country Energy, an employee, or group of employees, may enter into alternative arrangements to those in this Clause by mutual agreement.

## 18. Shiftwork

(i) Hours

The ordinary hours of work shall average thirty six [36] per week over a shift roster.

(ii) Shift Work Defined

For the purpose of this Clause, shift work means any work which is to be performed in accordance with a shift work roster arranged in any of the following ways:

- a) Rotating Roster - comprising two or more shifts in each day worked on an alternating or rotating weekly basis and with one of the shifts being a day shift falling within the spread of ordinary hours of work for the day workers provided for under this Award.
- b) Afternoon Shift - as part of a rotating roster, shall finish after 6.00 pm but not later than midnight.
- c) Night Shift - as part of a rotating roster, shall finish after midnight but not later than 8.00 am
- d) Early Morning Shift - as part of a rotating roster, shall commence after 5.20 am and before 6.20 am.
- e) Permanent Afternoon or Night Shift - comprising only one permanent shift to be worked each afternoon or each night and not rotating or alternating with any other span of hours.
- f) Five Day Roster - being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a five [5] day basis, Monday to Friday inclusive.
- g) Six Day Roster - being either rotating shift roster or a permanent afternoon or night shift roster which contains shifts on a six [6]-day basis, Monday to Saturday inclusive.
- h) Seven Day Roster - being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a seven [7]-day basis involving each and every day of the week.

(iii) Payment

Employees required to work shift work shall be paid as follows:

- a) On a rotating roster shall be paid shift allowances as per Table 1 Allowances.
- b) Permanent Shifts - A shift worker engaged on a permanent afternoon shift or permanent night shift shall be paid, in addition to the ordinary-time rate of payment, an allowance of thirty [30] percent.
- c) Shift allowances are not included in the calculation of overtime.
- d) The shift allowance and penalty rates are payable during periods of annual leave.
- e) Saturdays, Sundays and Award Holidays - A shift worker who works the major part of a normal shift or an entire normal shift (as part of a rotating or permanent shift roster) on:  
  
Saturday shall receive 1.5 times ordinary time rate of pay in lieu of shift allowance.  
  
Sunday and Award holidays shall receive 2.0 times ordinary time rate of pay in lieu of shift allowance.
- f) Alternative Arrangements - Shift workers who make arrangements between themselves or who at their request, work in excess of the hours of rostered shifts or change shifts shall not be entitled to payment of overtime for the excess hours or for the changed shifts. Any arrangement shall be only with the approval of Country Energy.

(iv) Shift Work - Change of Roster and Change of Shifts

A shift worker whose shift or shifts are changed within a roster shall be paid double ordinary time rate for the first changed shift. This provision shall not apply where two [2] days notice of change is given.

Where notice is given on or before the second day preceding the change of shift or change of roster an employee who works an additional shift or shifts may take time off in lieu at a mutually agreed time. If it is impracticable to allow the employee to take time off within a period of eight [8] weeks the employee shall be paid for any additional shift worked at double ordinary time rate.

(v) Non Shift Workers Required To Work Shift Work

A non shift worker given less than one [1] week's notice to work as a shift worker shall be paid not less than ordinary time rate plus thirty [30] per cent for each shift worked during a period of seven days.

## 19. Overtime

(i) Requirement to Work Reasonable Overtime

It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of Country Energy.

(ii) Sixteen Hour Working Period

- a) An employee shall not be permitted to work more than sixteen [16] hours in any twenty four [24] hour period.
- b) The twenty four [24] hour period shall be calculated from the commencement time of the sixteen [16] hours worked.

(iii) Payment for Working Overtime

An employee, including a shift worker, required to perform work in excess of the usual ordinary working hours or outside the usual working hours, shall be paid as follows:

a) Monday to Midday Saturday:

1.5 times ordinary time rate for the first two [2] hours. The first two [2] hours includes overtime performed immediately before and after usual hours.

2.0 times ordinary time rate after two [2] hours.

b) After Midday on a Saturday, a Shift Workers Rostered Day Off and all day Sunday:

2.0 times ordinary time rate.

(iv) Time Off In Lieu Of Overtime Payment

- a) By agreement, an employee may elect to take time off equivalent to time actually worked in lieu of payment.
- b) Country Energy shall provide payment at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken with two [2] months of accrual.

(v) Standing By

An employee required to stand-by in readiness to work overtime shall be paid at ordinary time rate of pay from the commencement of stand-by until released or until commencement of overtime.

(vi) Minimum Payment for Recall to Work Overtime

- a) An employee notified at work to commence overtime later than one [1] hour after the usual ceasing time, or earlier than two [2] hours before the usual starting time shall be paid a minimum of four [4] hours pay at overtime rates.
- b) An employee notified after the completion of the day's work to work overtime which is not continuous with the usual hours of work shall be paid a minimum of four [4] hours pay at overtime rates.
- c) The minimum payment of four [4] hours shall not apply in cases where overtime is continuous, subject to a reasonable meal break, with the completion or commencement of an employee's usual working hours.

(vii) Rest Period After Overtime

- a) Where reasonably practicable, employees shall have at least ten [10] consecutive hours off duty before commencing ordinary time work.
- b) If the period between completion of overtime and the start of ordinary time is less than ten [10] hours, the employee shall have a ten [10] hour rest period without loss of pay for any ordinary hours which fall in the rest period.
- c) An employee who is required to work without having had a ten [10] hour rest period, shall be entitled to double ordinary time rate of pay until a ten [10] hour rest period is taken without loss of pay for any ordinary hours which fall in the rest period.
- d) Rest periods shall not apply if any employee works overtime for less than four [4] hours.
- e) An employee, recalled to work overtime between midnight and 4:00 am on the following day, shall be entitled to extend the usual commencing time on the day following by an equivalent period.
- f) An employee, who is required to commence work at the usual commencing time, shall be entitled to double ordinary time rate of pay for the equivalent period by which the employee would have otherwise extended the usual commencing time.
- g) Where an employee is entitled to a rest period and the rest period coincides with an Award holiday, the employee shall be entitled to defer starting time by time equivalent on the next ordinary working day.

## 20. On-Call

(i) Definitions

a) On Call

An employee designated as On Call shall mean an employee required being available for emergency and/or supply interruption work at all times outside the employee's usual hours of work.

Participation in the on call roster shall be open to all employees who possess the skills and competencies required to undertake the role. The On call Roster will be voluntary on and off.

On Call is not overtime that has been pre-arranged prior to the employee's normal ceasing time. Overtime shall be paid at the appropriate overtime rates in accordance clause 19 - Overtime of the Award.

b) Emergency and/or Supply Interruption Work

On Call is emergency and/or supply interruption work that includes restoring supply and returning to safe operating conditions any plant and equipment. It also includes restoring and/or operating essential IT equipment and opening call centres other than in accordance with normal rosters to attend to high call volumes during emergency and supply interruption conditions.

c) Call Out

A Call Out is the time from which an on call employee receives a call, or calls, for emergency and/or supply interruption work, to the time the employee arrives home. A Call Out includes work involving any further calls for service which the employee may receive whilst out on duty or before arrival at home. Where a Call Out continues into an employee's ordinary working hours double rates of pay continue until the employee is directed to other work or is released from duty.

d) Number of Employees On Call and Call Out Arrangements

At locations where there are eight (8) or more on call employees, a minimum of two (2) on call positions shall be in place concurrently. Variations to this may be applied to meet local needs based on call volumes and work load.

The preferred rostering arrangements will be one (1) week in four (4).

Positions on the roster may be filled by multiple employees on a weekly rolling basis. At locations where only one (1) on call position is in place, when assistance is required the first call back (at two hour minimum) will come from the remaining rostered on call employees. Should further assistance be required the minimum four (4) hour provisions of Clause 19 - Overtime shall apply.

(ii) Availability

- a) An employee on call shall be in the general vicinity of the On Call area for which they are responsible and be contactable at all times and respond to Call Outs without undue delay.
- b) The employee shall not engage in activities or be committed in a way that would prevent the employee immediately responding to a Call Out.
- c) An employee shall not be required to be constantly available beyond four [4] weeks where other employees are available for duty.
- d) Where no other employees are available for inclusion in an On Call roster, the employee concerned shall have at least one [1] weekend, comprising two [2] consecutive days off duty, in each four [4] weeks, without reduction in the Call out allowance.

(iii) Availability Allowance - On Call

- a) The weekly On Call Allowance is \$140.00 per week for the duration of this Award.
- b) The On Call payment shall continue to be paid to the employee during periods of leave and worker's compensation, on the basis of the employee's usual payment, if the employee has been On Call constantly or on a roster, for a period of at least one month prior to leave.
- c) Where an employee works to a roster, the allowance shall be divided by the number of weeks on call in the rolling period and paid equal amounts for each week in the period.
- d) An employee who performs extra duty during the employee's usual rostered off period shall receive pro rata payment for the extra duty as follows:-

Payments for a full or part ordinary day at 20% of the allowance for a weekday.

For a full or part Saturday, Sunday or Award holiday at a rate of 30% of the allowance

- e) An employee shall be entitled to On Call Allowance or part thereof, if the original rostered on call employee is away for the following reasons:

Due to illness - sick leave/workers compensation

Country Energy commitments require the original rostered on employee to be unavailable to fulfil their roster. This would include approved leave commitments.

Special Leave, Bereavement, etc

Jury Duty

Due to stand Down - excessive hours worked

This will not apply due to personal roster swaps or planned unpaid leave.

- (iv) Experience Allowance

For each completed year of experience on the on call roster the on call allowance shall be increased by one percent for each individual employee, up to a maximum of 20 percent, i.e.,

One completed year - one percent increase

Five completed years - five percent increase

Ten completed years - ten percent increase

Twenty completed years - twenty percent increase

- (v) Payment for Call Outs

Payment shall be at double ordinary time rate of pay for the time required to complete each call out not during normal time.

- (vi) Minimum Payment

The minimum time payable for a call out shall be two (2) hours at double ordinary time rate of pay.

- (vii) Other Allowances

Employees on call shall be entitled to all other allowances that may be applicable as prescribed by the award

- (viii) Rest Period after Call Out

- a) An employee who works during the eight (8) hours immediately preceding the employee's usual commencing time shall be entitled to defer the usual commencing time with out loss of pay by a period equal to the actual time worked within those hours.

Providing that, where the employee has not had at least a continuous six (6) hour rest period in the eight (8) hours preceding usual commencing time, the employee shall be entitled to defer the commencing time by five (5) hours from the normal starting time.

- b) Notwithstanding the sub paragraph above this paragraph, where because of emergencies, an on call employee is directed and fit to commence work at the usual starting time and/or works into

the usual starting time, the employee shall be paid at double ordinary rates for the period of time which the employee otherwise would have deferred their usual starting time.

(ix) Work on An Award Holiday

Employees shall be granted the following as Award holidays with pay:-

Any day proclaimed as a Statewide holiday

Union Picnic Day, to be held on a mutually agreed day with a reasonable level of service to be maintained on the day.

An on call employee who services any portion of the award holiday shall be entitled to claim the extra day in lieu

For each award holiday an employee is required to be on call the employee shall have one day added to their annual leave. When a roster changeover day occurs on an award holiday, this shall apply to both roster periods.

(x) Rostered Days Off

Where a scheduled RDO falls in a week when the employee is to be rostered on call, the RDO shall be rescheduled.

(xi) Telephone and Telephone Allowance

A mobile telephone will be provided for business use to employees who participate in a one in eight roster or less. For all others a shared mobile will be provided. The Telephone Allowance in Clause 43 - Telephone Allowance of the Country Energy Award will only be approved where an employee resides in a location where there is no mobile telephone service.

(xii) Rosters

The structure and operation of rosters is to be developed in conjunction with employees having regard to the number available for on call and the requirements of the specific location. Wherever possible regional areas should adopt a common roster change over date, however, if locations by majority have a preference for a particular day the alternative day shall be implemented by mutual agreement.

(xiii) Extra Leave

Employees who participate in an on call roster will have extra hours calculated on the basis of one (1) hour per week worked on the roster.

## 21. Meal Times and Allowances

(i) Meal Breaks

- a) An employee shall not, at any time, be compelled to work for more than five [5] hours without a break for a meal.
- b) Day workers shall be allowed, without pay and on each ordinary working day, a break in their ordinary hours of work for a meal. Each such meal break shall be for an unbroken period of at least half [0.5] an hour. The time of taking and the duration of meal breaks may be changed by mutual agreement. As far as possible, meal breaks shall be programmed after the completion of five [5] hours work.
- c) The provisions of this sub-clause may be applied to shift workers when working on a day shift which falls within the ordinary hours of work for day workers.

(ii) Shift Workers Meal Breaks

Shift workers shall be allowed, in each ordinary working shift, a paid meal period of twenty [20] minutes for a meal.

(iii) Working in Usual Meal Break

Where an employee is requested to work through the usual meal break time due to special circumstances, the employee shall be paid at ordinary time and one half for the period by which the meal break was deferred. Alternatively, by mutual agreement, the employee can take time off with pay, equal to the time by which the meal break was deferred.

(iv) Meal Times

The times fixed for the taking of meal breaks during ordinary working hours may be varied by mutual agreement between an individual or a group of employees and their immediate supervisor.

(v) Overtime Meal Breaks

An employee required to work overtime shall be allowed an interval or intervals for a meal on the following basis:

- a) An employee who works one and one half [1.5] hours or more overtime continuous with the employee's ordinary day's work shall be allowed a meal break of twenty [20] minutes which shall be paid for at the appropriate overtime rate. The meal break may be taken, by mutual agreement, at the commencement of, during or at the conclusion of the overtime period.
- b) An employee working overtime shall be allowed a meal break of twenty [20] minutes which shall be paid for at the appropriate overtime rate after each period of four [4] hours of overtime worked.

Meal breaks so allowed shall be taken during the overtime period by mutual arrangement, provided that an employee shall not be compelled to work for more than five [5] hours without a meal break.

- c) Meal breaks with pay allowed in accordance with this sub-clause shall be deemed to be time worked for the purpose of calculating the overtime rate payable under this Clause.

(vi) Overtime Extended Meal Breaks

Meal breaks, where allowed during a period of overtime, may be extended to not more than one [1] hour, provided that any extension beyond twenty [20] minutes shall be taken without pay.

(vii) Overtime Meal Allowance

An employee entitled to one [1] or more meal breaks in accordance with paragraph (v) of this sub-clause shall be paid, in respect of periods of overtime, a Meal Allowance as set out in Table 1 - Allowances.

(viii) Shift Work Meals and Overtime

The provisions of this sub-clause relating to meal breaks during periods of overtime and to the payment of meal allowances are mutually applicable to shift workers required to work overtime outside the hours of their ordinary rostered shift, except in cases where, by an approved arrangement made between



themselves or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

(ix) On Call Included

The provisions of this sub-clause apply to employees engaged in after hours On Call and Standing By emergency and/or breakdown work which shall, for the purposes of this Clause, be deemed to be in the nature of overtime.

## 22. Travelling Time and Fares

(i) Normal Travel to and From Work

Time spent by an employee in normal daily travel, to and from the employee's home and normal place of work to attend for work, shall be at the employee's expense and without payment.

(ii) Additional Travel to and From Work

Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend for work, overtime or employer arranged training not related to the employee's current or possible future appointment or grading, will be paid at the appropriate overtime rate.

(iii) Travel Time for Training

Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend employer arranged training which is related to the employee's current or possible future appointment or grading, will be at ordinary time rate.

(iv) Normal Place of Work

An employee's normal place of work is the location to which an employee is usually attached and is regularly used as the employee's base or headquarters or normal place of work.

(v) Payment of Fares

The employee shall be reimbursed for any additional fares which the employee has reasonably incurred in respect of a period of additional travel.

(vi) Use of Private Vehicle

An employee who agrees to undertake additional travel in a private motor vehicle shall receive, in addition to payment for travelling time, reimbursement for the casual use at the Australian Tax Office rates.

(vii) Reasonable Travelling

When calculating travelling time, the most reasonable way and the most expeditious route available will be used.

(viii) Travel Within Minimum Period

An employee entitled to a minimum period payment for overtime or other penalty work shall not be entitled to payment for travelling time where the travelling occurred within that minimum period.

(ix) On Call Excluded

This Clause does not apply to travelling involved in after hours On Call emergency and/or Supply Interruption work.

### 23. Annual Leave

- (i) Country Energy shall grant each employee four week's [4] Annual Leave which shall be taken in accordance with the *Annual Holidays Act 1944* (as amended).
- (ii) Shift Workers
  - a) Country Energy shall grant an additional one half [0.5] of a week as paid Annual Leave to shift workers working to a shift roster covering six [6] days per week, Monday to Saturday.
  - b) Country Energy shall grant an additional week as paid Annual Leave to shift workers working to a shift roster covering seven [7] days per week, Monday to Sunday.
  - c) Payment for the additional leave shall include the shift allowance and penalties. An employee who has worked as a six [6] day or seven [7] day shift worker for a portion of the year shall be granted additional leave on a proportionate basis.
- (iii) Country Energy shall not pay an employee in lieu of Annual Leave whilst the employee remains an employee of Country Energy.

### 24. Award Holidays

- (i) Employees shall be granted the following days as Award Holidays with pay:
  - a) Any day proclaimed as a Statewide public holiday.
  - b) Union Picnic Day. The Picnic Day shall be a recognised holiday for employees who are members of the Unions party to this Award.
  - c) By agreement in accordance with local community arrangements a day other than the prescribed Union Picnic Day may be taken as a substitute day.
- (ii) Payment for Work on an Award Holiday
  - a) An employee, who is required to work on an Award holiday or the day substituted, shall be paid at the rate of double time, such rate to continue until they are relieved from duty, in addition to the usual pay for the day.
  - b) An employee who is required to work outside of their usual working hours on an Award Holiday shall be paid at the rate of double time and one half until released. For a shift worker this includes overtime which is continuous with the beginning of an Award holiday.
  - c) An employee required to work on an Award holiday shall be paid for a minimum of four [4] hours work at double time.
- (iii) Employee Absent Prior to and After an Award Holiday
  - a) An employee shall not be entitled to payment for an Award Holiday if absent from work without approval on the ordinary day before or after the Award Holiday.
  - b) Upon request from Country Energy, evidence of attendance at the Picnic Day will be sufficient if a butt of the ticket to the Picnic Day is produced in order to claim payment for the day.
- (iv) Award Holiday During Leave of Absence

An employee, absent without pay for more than five [5] consecutive working days, shall not receive payment for any Award Holiday which occurs during the absence.

(v) Award Holiday for Shift Workers

a) Rostered Day Off

If an Award Holiday occurs on an employee's rostered day off under a shift roster system, then the rostered day off must be paid for at ordinary rate or another rostered day off allowed.

b) Normal Rostered Shift

A shift worker who works the major part of a normal shift or an entire normal shift on an Award Holiday shall have one [1] day added to their Annual Leave.

(vi) Additional Holiday

All employees shall, in addition to any day proclaimed as a State-wide public holiday, shall be entitled to leave on full pay of one [1] working day falling between Christmas and New Year's Day each year which is recognised as being in lieu of local community show days etc, provided that employees required to work on the Additional Holiday shall not be paid penalty rates but shall be allowed time off equivalent to that worked, without loss of pay.

## 25. Sick Leave

(i) An employee who is absent from work due to personal illness or injury, not due to injury by accident arising out of and in the course of employment, shall have access to Sick Leave with pay subject to the following:

- a) An employee shall where possible notify their manager/team leader, within one [1] hour of the employee's usual starting time, of the employee's inability to attend on account of personal illness or injury and advise of the estimated duration of absence.
- b) An employee will not be required to produce medical certificates except as required in Clause 25 (c). However, an employee is required to satisfy their manager/team leader that an absence is due to personal illness or injury.
- c) The management of Sick Leave shall be in accordance with Country Energy's Sick and Personal Carers Leave Policy. If an employee is to undergo sick leave case management, the employee may be required to produce satisfactory medical evidence.
- d) Where an employee has a long term illness, which has caused the employee to be absent for more than six [6] months, Country Energy will consult with the employee's union and the employee's medical adviser or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work. If the medical advice confirms that the employee will be unable to return to work, County Energy may terminate the employee's service.
- e) Where it has been established, on medical advice, that the employee is unlikely to return to work because of the employee's illness or injury, Country Energy may terminate the employee's service. In addition to other termination of employment entitlements, the employee will be paid an amount equivalent to two [2] weeks pay for each year of service with Country Energy up to a maximum of twenty six [26] weeks pay plus four [4] weeks pay in lieu of notice.

(ii) Avoidance of Duplicate Benefits

An employee, who has been granted Sick Leave under this Clause, and who in respect of the same period of Sick Leave receives compensation under any Act or law, shall reimburse Country Energy from that compensation, any amounts paid as Sick Leave.

(iii) Existing Accumulation

- a) Employees shall have their untaken Sick Leave accumulated as at 30 June 1997 preserved. An employee shall be paid their preserved balance where an employee's service is terminated because the employee is unable to return to work under sub-clause (i) (d) or (e) above, or where an employee is made redundant by Country Energy, or when an employee retires permanently from the workforce in accordance with Clause 5 (iv) and (v) of this Award.
- b) Where an employee dies, the preserved balance shall be paid to the employee's legal representative.

(iv) Illness During Annual and Long Service Leave

If an employee suffers personal illness or injury for a period of at least five [5] consecutive days whilst on Annual or Long Service Leave, the employee will be granted additional leave equivalent to the period of personal illness or injury which occurred during the leave. In these circumstances, satisfactory medical evidence will be necessary.

### 26. Personal Carer's Leave

- (i) An employee, shall have access to Personal Carer's Leave with pay to provide short term care and support for immediate family members when they are ill. Personal Carer's Leave is not long term indefinite leave and only applies where no other carer is available until alternative arrangements can be made. The employee is obligated to put in place alternative care arrangements as soon as possible.
- (ii) An employee, who needs to take Personal Carer's Leave, shall notify their manager/team leader at the first opportunity.
- (iii) The management of Personal Carer's Leave will be in accordance with Country Energy's Sick and Personal Carer's Leave policy.
- (iv) Immediate family includes the employee's spouse (including former spouse, a de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling and a relative of the employee who is a member of the same household.

### 27. Long Service Leave

- (i) Country Energy shall grant each employee Long Service Leave on full pay as follows:

Length of Continuous Service	Amount of Leave
After 10 Years	13 weeks
Between 10 and 15 years	1.7 weeks per year
Between 15 and 20 years	2.7 weeks per year
After 20 years	2.6 weeks per year

- (ii) Accrual of Leave

Long Service Leave shall accrue during a period of continuous service on a pro rata basis proportionate to the scale of leave set out above. However, the amount of accrued leave which an employee has shall be reduced by any period of leave previously taken.

(iii) Taking of Leave

An employee shall not be entitled to take any period of Long Service Leave until the employee has completed ten [10] years continuous service with Country Energy. The taking of Long Service Leave shall be at a time convenient to, and by mutual arrangement with Country Energy, but at the discretion of the employee.

(iv) Fragmented Leave

Long Service Leave may, be taken in separate periods of not less than one [1] week.

(v) Notice of Leave

An employee shall give Country Energy at least one [1] month's notice of the taking of Long Service Leave. However, a shorter period of notice may be given in cases of unforeseen events which necessitate an employee taking leave.

(vi) Continuous Service

For the purposes of this clause, continuous service shall mean employment in New South Wales with any city, municipality, shire, county district or other local government body or Electricity Commission of NSW, including its subsequent derivatives, or employment in New South Wales with any person or corporation which has supplied or is supplying electricity to the public under franchise agreement in accordance with sections 420 and 506B of the *Local Government Act 1919*, or with any person or corporation which has supplied or is supplying electricity to the public and from one such body to another, which is unbroken by a period of employment or absence outside the service of any such body, provided that:

- a) Service with any such body shall be taken as prescribed by the appropriate Awards or industrial agreements relating thereto;
- b) Any absence without payment, not exceeding one [1] month, between periods of employment with any such body, which involves genuine illness or injury or is required for the purpose of attending to matters of a domestic or personal nature in preparation for the taking up of a new appointment, shall be deemed not to have interrupted the continuity of service;
- c) Any absence without payment which exceeds one [1] month between periods of employment with any such body shall be subject to special consideration of the reasons involved and shall be approved by Country Energy before being accepted as not having interrupted the continuity of service.

(vii) Periods Not Included

Periods which shall not be included in the calculation of continuous service are unpaid absences and periods between separate periods of employment with Country Energy except as provided for in Clause 27 (vi) (d).

(viii) Transfer of Credits/Payments

Recognition of previous service as defined in subparagraph (vi) (a) of this paragraph and any consequential transfer of credits or transfer of payments shall be limited to such bodies where there is reciprocal recognition and arrangements for credit of past service with Country Energy.

(ix) Payment

- a) Allowances - An employee who regularly receives payment of On Call and Standing By allowances, shift allowances or any allowance payable as an all purpose allowance, will receive payment of those allowances during periods of Long Service Leave on the same basis of

payment or average payment to the employee in the four [4] week period prior to the date of commencement of the leave.

- b) Full Pay - During a period of Long Service Leave, an employee shall be paid in addition to allowances, the employee's ordinary rate of pay which the employee would have received for the period had the employee not been on leave. Provided that in the case of a part time employee, the payment of leave shall be calculated by averaging the employee's hours over the previous twelve [12] months.
- c) Payment Before Leave - An employee shall be entitled to receive payment for the full period of Long Service Leave prior to the date upon which the leave commences.

(x) Holidays Excluded

Long Service Leave shall be exclusive of all Award Holidays which occur during the period of such leave.

(xi) Termination of Employment

a) Ten [10] Years

Where an employee has completed at least ten [10] years continuous service, and the employee's employment is terminated for any reason, or the employee dies, the employee or the employee's legal representative, shall be paid the amount due for the employee's accrued Long Service Leave.

b) Short Service

Where an employee has completed at least five [5] years service and employment is terminated by Country Energy for any reason, or by the employee on account of illness, incapacity or other domestic or pressing necessity, or by reason of death Country Energy shall pay to the employee or the employee's legal representative the monetary equivalent of the employee's accrued Long Service Leave.

c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for accrued Long Service Leave.

(xii) No Payment In Lieu

Country Energy shall not pay an employee in lieu of Long Service Leave, whilst the employee remains an employee of Country Energy.

## 28. Jury Service Leave

- (i) An employee shall notify Country Energy as soon as possible of the date upon which they are required to attend for Jury Service.
- (ii) An employee shall be paid by Country Energy the difference between the Jury Service fee received and the employee's ordinary time rate of pay for Jury Service during the employee's usual ordinary working hours.
- (iii) An employee who attended Jury Service during a period of Annual or Long Service Leave or paid Maternity Leave shall, on application and on production of satisfactory evidence, be credited with leave, for the period during which the employee would have been on annual or long service leave had the employee not been on Jury Service.

### 29. Parental Leave

Employees shall have, in connection with the birth or adoption of a child, maternity, paternity or adoption leave in accordance with the provisions of the *NSW Industrial Relations Act, 1996*.

- a) An employee shall, subject to the completion of twelve [12] months continuous service with Country Energy, be entitled to maternity leave with full pay for a period of nine [9] weeks, or, in the alternative, eighteen [18] weeks at half pay.
- b) An employee shall be entitled to such additional leave without pay as shall amount in aggregate to a total period of maternity leave not exceeding fifty-two [52] weeks.
- c) In accordance with this Clause, an employee may utilise the whole or part of any Annual Leave and/or Long Service Leave or other paid leave provided that the total period of leave does not exceed fifty two [52] weeks.
- d) Paid leave of absence granted under this Clause shall be counted as service for the purposes of this Award.

### 30. Bereavement Leave

- (i) Where an employee's immediate family member dies, the employee shall be granted bereavement leave with pay for any un-worked part of the ordinary working day or rostered shift during which the employee was notified of the death and up to a further two [2] ordinary working days or rostered shifts.
- (ii) Immediate family includes the employee's spouse (including former spouse, a de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent in law, grandparent, aunt or uncle, grandchild or sibling.

### 31. Union Training Leave

- (i) An employee may make application to Country Energy for paid leave to attend Union courses/conferences.
- (ii) Country Energy's approval of an application for Union leave is subject to:
  - a) The taking of the leave shall be dependent upon Country Energy being able to make adequate staffing arrangements.
  - b) Training courses/conferences should be for Union delegates or workplace representatives for whom the approved course is of relevance.
  - c) Written application and at least six [6] weeks notice, or other agreed period, for leave shall be given.
  - d) Paid leave will not incur any other payment other than the ordinary rate of pay.
  - e) An annual pool of paid leave up to a maximum of one hundred [100] days will be provided by Country Energy for employees to use for Union leave. Extra leave may be granted by approval of the Managing Director.

### 32. Accident Leave

- (i) Accident Pay
  - a) An employee, after a period or periods of worker's compensation totalling twenty six [26] weeks, shall be entitled to accident pay for a further period of absence, or absences up to a period of twenty six [26] weeks of incapacity.

- b) Accident Pay is not payable for the first twenty six [26] weeks of a period of incapacity.
- c) Accident Pay shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the *NSW Workers' Compensation Act*, as amended and the employee's ordinary rate of pay.
- d) Accident Pay shall be payable only for a period or periods of incapacity while the employee remains an employee of Country Energy.
- e) An employee shall not be entitled to the payment of Accident Pay in addition to payment for any period of Annual Leave, Sick Leave, Long Service Leave or any Award Holiday, or for any period for which the employee has received a verdict for damages or a payment as settlement for a claim related to a compensation injury.

(ii) Notice of Injury

An injured employee shall give notice in writing, of the injury and circumstances leading to the injury, to Country Energy without undue delay, and shall provide in writing all other information as Country Energy may reasonably require.

(iii) Medical Examination

Nothing in this Clause shall in any way be taken as restricting or removing Country Energy's right under NSW workers' compensation laws, to require the employee to submit for examination by a legally qualified medical practitioner, provided and paid by Country Energy.

If the employee refuses to submit to such examination or in any way obstructs the same, the employee's right to receive or continue to receive Accident Pay shall be suspended until such examination has taken place.

(iv) Damages or Settlement

The employee shall not be entitled to receive Accident Pay if the employee fails to give Country Energy:

- a) An undertaking that if the employee obtains a verdict for damages against Country Energy in respect of the injury or is paid an amount in settlement of any claim for damages that the employee has made against Country Energy for the injury, the employee will immediately upon receipt of payment or upon receipt of payment by the employee's agent of a verdict for damages or amount in settlement of the claim, repay to Country Energy the amount of Accident Pay which Country Energy has paid.
- b) An undertaking that where the injury was caused under the circumstances creating a liability in a third party to pay damages and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claims for damages against that third party the employee will out of such verdict or amount of money repay to Country Energy the amount of Accident Pay which Country Energy has paid.
- c) An irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against that third party or any amount of money payable to the employee in settlement of any claim for damages made against that third party to pay to Country Energy the amount of Accident Pay which Country Energy has paid to the employee.

### 33. Grievance Resolution Procedure



- (i) Where an employee has a grievance or dispute concerning an employment matter, the following steps will be taken:
- Step 1 The grievance or dispute shall first be discussed with their immediate manager/team leader who will make the necessary enquires and give the employee or employees a response. Every effort will be made to give the employee or employees a response within two [2] working days.
- Step 2 Should the grievance or dispute remain unresolved, the employee or employees should forward the details of the grievance or dispute in writing to the divisional General Manager who will arrange a meeting, within ten [10] working days, with the relevant people to discuss the matter with a view to resolving the grievance or dispute.
- Step 3 If the grievance or dispute is still unresolved, the General Manager Organisation Development and the appropriate Union official shall be notified and a conference arranged to examine and resolve the matter.
- Step 4 If the grievance or dispute is not settled by the conference Country Energy and the Union may refer the matter to an agreed mediator for a mediation conference which shall be attended by the employee with their Union representative and a person with appropriate authority from Country Energy. The costs of the mediation shall be met by Country Energy.
- a) The mediation conference is not to be conducted in a legalistic fashion and shall be approached by all concerned to bring about an agreed solution. The mediator will not make decisions or impose a solution on the parties unless requested to do so, in writing, by both parties.
- b) If a settlement is reached, the terms of the settlement must be written down and signed by both parties and the mediator before the mediation conference is terminated.
- c) An agreed settlement shall be binding on the parties and enforceable.
- d) Either party may terminate the mediation conference, in writing, at any time.
- Step 5 If the grievance or dispute still remains unresolved, either party has the right to have the matter referred to the appropriate industrial tribunal for conciliation and/or arbitration.
- (ii) During the grievance and dispute resolution procedure, the normal work situation that existed prior to the grievance or dispute arising shall be maintained and no party shall be prejudiced.
- (iii) This procedure shall not prevent Country Energy or the Union from making direct representations to one another on any matter giving rise to or likely to give rise to a grievance or dispute.

### **34. Outsourcing**

- (i) Where Country Energy is Considering Outsourcing Work which Affects Employees, Country Energy Shall Consult With the Affected Employees and Unions Prior to Tendering for Such Work.
- (ii) Country Energy shall discuss with employees affected and the relevant Union, the effects outsourcing is likely to have on employees and measures to minimise the impact on employees, and shall give prompt response to matters raised by the employees and the Unions, including consideration of employee generated alternatives.
- (iii) Where the work to be outsourced is likely to have a long term (in excess of three [3] months) or major impact on either:

- a) a particular geographical location, or
  - b) a particular classification group, or
  - c) a particular existing work function
- a meeting of the Consultative Committee shall be convened and full details provided prior to the decision to tender.
- (iv) Expressions of interest or tenders when advertised shall be timed so as to provide the employees with an opportunity to submit a conforming expression of interest or tender to do the work to an equivalent standard, timetable, and price.
  - (v) If an employee generated conforming expression of interest or tender is submitted, it shall be evaluated together with external submissions received.
  - (vi) The Consultative Committee will consider whether the work activity being considered for outsourcing, can be carried out by current employees or whether alternative arrangements, such as permanent part time, temporary or casual employment are a more suitable alternative and make recommendations considered appropriate.
  - (vii) Work will only be outsourced or contracted out when it can be demonstrated that either:
    - a) Insufficient overall resources are available to meet the current Country Energy overall work commitment and work timetable, or
    - b) The failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
    - c) The use of outsourcing or contracting to the work is commercially the most advantageous option taking into account; quality; safety; performance; cost; and the overall strategic direction of Country Energy.
  - (viii) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must:
    - a) Provide a written undertaking to comply with industry safety, environmental and quality standards.
    - b) Provide a written undertaking to conform with all Acts, Awards and agreements affecting the employees of the Contractor.
    - c) Have in place an Enterprise Agreement with the relevant Unions except where the Contractor is a Sole Trader with no employees.
  - (ix) Where an employee's position is no longer required the position holder shall be subject to the provisions of the Salary Maintenance Policy.

### **35. Wet Weather**

Where because of wet weather, an employee stops work; the employee shall be paid for time not worked provided the employee:

- (i) Remains at work until directed to leave work;
- (ii) Sands by as directed; and
- (iii) Reports for duty as directed.

### **36. Tools**

- (i) Country Energy shall provide employees with the necessary tools to perform their duties.
- (ii) Damaged, lost or worn tools shall be replaced by Country Energy.
- (iii) Employees shall use the tools for their intended purpose only.
- (iv) Employees shall exercise all care in the use of and safe keeping of tools.
- (v)

### **37. Private Motor Vehicle - Allowances**

- (i) Casual Use of Motor Vehicles

An employee who, by arrangement, uses a privately owned motor vehicle in their job shall be paid for the casual use at the Australian Taxation Office rates.

### **38. First Aid Allowance**

- (i) All employees will be encouraged to obtain a First Aid Certificate. The costs of obtaining the certificate and the ongoing renewal costs will be met by Country Energy.
- (ii) An employee who is the holder of a current recognised First Aid Certificate and who is designated first aid attendant shall be paid a weekly First Aid Allowance as per Table 1 - Allowances.

### **39. Leading Hand Allowance**

- (i) An employee employed in a field based position who is in charge of and responsible for a work group comprising that employee and at least two [2] other employees shall be classed as a Leading Hand.
- (ii) An amount per week as per Table 1 - Allowances shall be added to a Leading Hand's usual classification and grade weekly rate of pay. This amount shall be payable for all purposes of the Award.
- (iii) An employee may be designated as a Leading Hand on a temporary or on an acting basis to meet short term business needs

### **40. Aircraft Allowance**

- (i) An employee who is required in the course of employment to be engaged in a rotary or fixed wing aircraft in inspection and reporting on the distribution network shall be paid an allowance as per Table 1 - Allowances, per day or part thereof whilst so engaged.
- (ii) Paid on Overtime - this allowance shall apply during periods of overtime. This allowance is not paid for other purposes.
- (iii) Prior to use by employees the full service history of the particular aircraft to be used are to be made available.

### **41. Isolation & Climatic Allowances**

- (i) Isolation Allowance

Employees permanently attached to a Country Energy Field Service Centre or Office in a town with a population of less than 10,000 which is 250 kilometres or more from a town or city with a population of 20,000 or greater shall be paid a weekly Isolation Allowance as set out in Table 1 - Allowances.

(ii) Climatic Allowance

Employees who work in Jindabyne Field Service Centre (FSC) or other Country Energy Field Service Centre or office which is situated upon or to the west of a line drawn from a point on the right bank of the Murray River opposite Echuca (Victoria) and then to the following towns in the order stated, Deniliquin, Griffith, Condobolin, Narromine, Coonamble, Gunnedah, Narrabri, Moree and Goondiwindi shall be paid an allowance as set out in Table 1 - Allowances.

(iii) These allowances do not form part of the ordinary rates of pay for the purpose of the calculation of overtime or paid for other purposes.

#### **42. Explosives Allowance**

An employee who is the holder of a Powderman's Certificate Of Competency issued by WorkCover and who uses and maintains explosives shall be paid an all purpose allowance as per Table 1 - Allowances.

#### **43. Telephone Allowance**

Employees who are required to provide a telephone at their home for the purpose of Country Energy business, shall be given a quarterly flat rate allowance, which shall be paid in equal weekly instalments, as set in Table 1 - Allowances to cover telephone rent, service and equipment charges and business calls. Where, in any quarter, the cost of business calls exceeds the quarterly allowance, the employee shall provide proof of the additional calls and then be reimbursed the cost of the excess calls.

#### **44. Drivers' Licence**

An employee appointed to a position which requires the employee to hold a motor vehicle drivers' licence shall be reimbursed the cost of such licence by Country Energy.

#### **45. Training Allowance**

- (i) A Training Allowance shall as per Table 1 - Allowances shall be paid to employees required to provide regulatory training to or carry out the functions below:-
- a) Employees who are required to prepare and present approved regulatory training courses to other staff members.
  - b) Assessment (of a course and/or individual participant).
- (ii) The Training Allowance shall not apply where the responsibility for the above duties is a function of the employee's appointed position.
- (iii) All training will be paid at ordinary time, if the course has been approved by Country Energy.

#### **46. Movement of Allowances**

Allowances described in the Table of Allowances shall increase at the same percentage rate as the rates of pay other than Meal Allowance, Isolation Allowance and On Call Allowance.

#### **47. Date and Period of Operation**

This Award shall commence on and from the first pay period beginning on or after 19 May 2005 and shall remain in force up to 30 June 2005.

#### **48. Calculation of Service**

- (i) An employee's service with Country Energy for all purposes of this Award shall be taken to be that period from the date of commencement to the date of termination of employment, such dates to be inclusive provided that entitlements due under this Award shall be subject to the deduction of any entitlements taken or represented by payment in lieu thereof made to the employee upon termination of employment or upon transfer from one body to another.
- (ii) Periods included:
  - a) Service with Country Energy shall include that period with the former electricity distributors Advance Energy, Great Southern Energy and North Power provided service is unbroken by a period of employment or absence outside the service of any such body. Service shall include periods of service which has been previously recognised by those bodies.
  - b) Approved periods of leave with pay.
  - c) Periods of approved sick leave with pay.
  - d) Periods of absence for which the employee is entitled to Accident Pay and/or Worker's Compensation.
  - e) Periods of leave without pay, if specifically approved.
  - f) Any absence engaged in National Service Training or periods of service under enlistment with any of Her Majesty's Forces, provided the employee has enlisted or been engaged in National Service from and returned directly to the service of Country Energy.
  - g) Any temporary employment, which is continuous with a period of full time employment.

#### **49. Working Away from Home**

- (i) An employee required to remain away overnight shall, except as provided for in paragraph (ii) of this Clause, be entitled to:
  - (a) Have Country Energy pay for accommodation costs only and the employee to be paid beforehand for meal and incidental allowances as per Australian Tax Office approved allowances; or
  - (b) Have Country Energy arrange and pay for accommodation costs, meals and incidental expenses; or
  - (c) A lump sum allowance paid beforehand equal to the Australian Tax Office approved schedule.
- (ii) For apprentices and for employees attending training sessions, conferences and staff development activities Country Energy shall provide reasonable accommodation and meals.
- (iii) Where a Corporate Card has been issued to an employee the Card may be used to pay for overnight expenses.
- (iv) Where employees are required to remain away overnight accommodation provided by Country Energy, or selected by the employee, where possible will be of at least Three [3] Star standard.

#### **50. Salary Sacrifice**

- (i) Employees may elect to receive superannuation benefits in lieu of a proportion of their Award wages. The employee's election to vary this superannuation benefit must be in writing and would occur no more than once per calendar year, in accordance with Clause 51.
- (ii) An employee may elect to receive an in house benefit in the form of a reduction in electricity accounts and/or purchase of white goods up to a total value of \$660.00 per annum in lieu of receiving the equivalent amount in wages under this Award.
- (iii) A Country Energy motor vehicle with private use approved in accordance with the Motor Vehicle Policy where appropriate.

### **51. Superannuation**

- (i) Default Superannuation Scheme

Subject to the provisions of relevant superannuation legislation, employees under this Award will have their Superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).

- (ii) Salary Sacrifice To Superannuation

- (a) An employee may elect in lieu of being paid an amount of Award Wages to have an equivalent amount paid by way of Superannuation contributions in accordance with the relevant provisions of the EISS.
- (b) Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the EISS.
- (c) The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year, with effect from 1 July each year.

### **52. Salary Maintenance**

Employees whose positions have been identified as being no longer required and who elect to remain with the organisation will be subject to the salary maintenance provisions of Country Energy's Salary Maintenance Policy from the date of being informed in writing that their position is no longer required.

### **53. Workplace Flexibility**

- (i) Intention

These flexibility arrangements are to apply to short term arrangements between employees and Country Energy which shall be by mutual agreement. They are not to permanently replace the standard Award conditions and should be specifically project orientated. The Unions will be advised in writing of any proposed workplace flexibility alternate arrangements.

- (ii) Consultation

The Unions will be consulted in respect to workplace flexibility alternate arrangements.

- (iii) Workplace Flexibility Arrangements

- a) Nature of Arrangements

Under the terms of this Agreement the workplace flexibility arrangements that may be entered into may include, but not be limited to, the following matters:

Hours of Work.

Overtime including accrual and cashing in of time in lieu of overtime.

Travel and accommodation expenses.

b) Negotiating Workplace Flexibility Arrangements

Discussions leading to agreed workplace flexibility arrangements should be between the relevant manager/team leader, the local Union Delegate and the employees affected by the arrangement. Discussions should include all relevant details including:

Nature of work to be performed;

How the work is to be performed;

Who is to perform the work;

When the work is to be done;

The basis on which payment, or otherwise, is to be made; and

The timeframe the arrangement is to run for.

Country Energy will endeavour to source employees from within the regions/Field Service Centres concerned. When insufficient numbers are available consultation will occur with the relevant Union/s prior to seeking interest external to the region/ Field Service Centres concerned.

Where this occurs and the interested employees exceed the required numbers, the normal selection process shall apply.

c) Recording the Arrangement

The agreed workplace flexibility arrangement shall be committed to writing.

#### **54. Clothing**

- (i) To fulfil safety requirements relating to the provision of personal protective clothing, Country Energy shall provide personal protective clothing in accordance with an agreed schedule.
- (ii) Employees must ensure they wear and/or use appropriate clothing and/or equipment for the purpose for which it was provided.
- (iii) Clothing will be replaced on a fair wear and tear basis approved by the employee's manager/team leader.

#### **55. Union Delegates' Rights**

Union Delegates at Country Energy shall have the right to:

- (i) Approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- (ii) After advising the employer upon arrival and obtaining permission the right of the Union organiser/official and the Union delegate to move freely for the purpose of consulting other delegates during working hours and to negotiate with the management together with other Union delegates on behalf of all or part of the members and on any matters in accord with Union policy affecting the employment of members.

- (iii) Call meetings and for members to attend these meetings on the job, such meetings to be outside of work time unless prior permission obtained.
- (iv) Have protection for victimisation and this right to be expressed in prohibiting the employer seeking to separate the Union delegate from the Union members that elected them without first consulting with the Union.
- (v) Have access to a telephone, computer, intranet and internet, to have within their work proximity suitable cupboards and furniture to enable them to keep records, Union circulars, receipt books, etc so as to efficiently carry out the Union responsibilities.
- (vi) Place notices on notice boards after advising the employer of the notice details. Notices can be placed on notice boards dealing with matters of interest to members and within the policy of Country Energy.
- (vii) Attend meetings (eg regional, organisational or delegates) held by the Union in which they hold office without loss of any or rights following the approval of the Country Energy.
- (viii) Have all agreements and arrangements negotiated with Country Energy set out in writing, and for these agreements and arrangements, including Awards, to be provided to delegates on request.

### 56. Supply of Residence

Where an employee is provided with a residence by Country Energy (with or without concessions), the weekly value of such residence and concessions shall be determined by Country Energy.

### 57. Leave Reserved

In the absence of consent, the parties agree that the Unions may make application for the variation of the Award to insert a Bargaining Agents Fee.

### Country Energy Rates of Pay

Pay Point	Current	\$ 1.7.2003 3%	\$ 31.12.2003 2%	\$ 1.7.2004 5%	AQF Level
1	361.91	372.77	380.22	399.23	
2	439.70	452.89	461.95	485.05	
3	509.19	524.47	534.96	561.70	
4	570.58	587.70	599.45	629.42	
5	590.00	607.70	619.85	650.85	
6	610.00	628.30	640.87	672.91	
7	620.00	638.60	651.37	683.94	
8	639.61	658.80	671.97	705.57	
9	652.46	672.03	685.47	719.75	
10	692.60	713.38	727.65	764.03	
11	720.39	742.00	756.84	794.68	
12	734.74	756.78	771.92	810.51	
13	749.50	771.99	787.42	826.80	
14	764.43	787.36	803.11	843.27	AQF 3
15	779.90	803.30	819.36	860.33	
16	795.51	819.38	835.76	877.55	
17	811.41	835.75	852.47	895.09	
18	827.44	852.26	869.31	912.77	
19	844.06	869.38	886.77	931.11	
20	860.98	886.81	904.55	949.77	



21	870.00	896.10	914.02	959.72	
22	878.19	904.54	922.63	968.76	
23	895.63	922.50	940.95	988.00	
24	913.69	941.10	959.92	1007.92	
25	931.89	959.85	979.04	1028.00	AQF4
26	969.75	998.84	1018.82	1069.76	
27	988.92	1018.59	1038.96	1090.91	
28	1029.03	1059.90	1081.10	1135.15	
29	1049.53	1081.02	1102.64	1157.77	Diploma
30	1070.44	1102.55	1124.60	1180.83	
31	1091.94	1124.70	1147.19	1204.55	
32	1113.89	1147.31	1170.25	1228.77	
33	1136.11	1170.19	1193.60	1253.28	Advanced Diploma
34	1182.04	1217.50	1241.85	1303.94	
35	1205.57	1241.74	1266.57	1329.90	
36	1229.63	1266.52	1291.85	1356.44	
37	1279.35	1317.73	1344.09	1411.29	Technical Management
38	1331.19	1371.13	1398.55	1468.48	
39	1384.82	1426.36	1454.89	1527.64	
40	1440.81	1484.03	1513.71	1589.40	
41	1469.72	1513.81	1544.09	1621.29	
42	1499.00	1543.97	1574.85	1653.59	
43	1590.00	1637.70	1670.45	1753.98	
44	1655.03	1704.68	1738.77	1825.71	

### Country Energy Allowances

Clause	Allowance Description	Amount 01/07/03 \$	Amount 31/12/03 \$	Amount 1/07/04 \$	Frequency \$	
18	Shift Allowance					
	Afternoon shift	17.75	18.11	19.02	Per Shift	
	Night shift	17.75	18.11	19.02	Per Shift	
	Early morning shift	8.23	8.39	8.81	Per Shift	
20	On Call Allowance	140.00	140.00	140.00	Per Week	
	Per day Mon to Fri	28.00	28.00	28.00	Per Day	Not to exceed max weekly rate
	Per Day Sat/Sun/Hol	42.00	42.00	42.00	Per Day	
	Duty Officer Allowance	100.94	102.96	108.11	Per Week	Not to exceed max weekly rate
	Per Day	20.19	20.59	21.62	Per Day	
21	Meal Allowance	11.33	11.56	12.14	Per meal	
38	First Aid Allowance	11.74	11.97	12.57	Per week	
39	Leading Hand Allowance	46.31	47.24	49.60	Per week	
40	Aircraft Allowance	15.02	15.32	16.09	Per day	
41	Isolation Allowance	49.44	49.44	49.44	Per week	
	Climatic Allowance	8.12	8.28	8.69	Per week	
	Per Day at Location	1.62	1.66	1.74	Per day	
42	Explosives Allowance	12.78	13.04	13.69	Per week	
43	Telephone Allowance	13.05	13.31	13.98	Per week	
45	Training Allowance	26.02	26.54	27.87	Per day	

R. W. HARRISON *D.P.*

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(818)

SERIAL C3745

**MISCELLANEOUS WORKERS SDN CHILDREN'S SERVICES LONG  
DAY CARE CENTRES (CONDITIONS OF EMPLOYMENT) (STATE)  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 692 of 2005)

Before The Honourable Mr Deputy President Harrison

8 April 2005

**REVIEWED AWARD**

1. Delete the second paragraph of clause 5, Crib Break, of the award published 12 July 2002, (335 I.G. 135) and insert in lieu thereof the following:

See *Children and Young Persons (Care and Protection) Act* 1998, and Children's Services Regulations 2004 for provisions relating to supervision of children.

2. Delete clause 11, Superannuation, and insert in lieu thereof the following:

**Clause 11. Superannuation**

Employees will be paid superannuation contributions according to the parent award and the relevant superannuation legislation. Employees may choose either 'AMP' or 'HESTA' or 'ASSET Super' as the fund for their contributions.

3. Delete clause 12, Dispute Resolution, and insert in lieu thereof the following:

**Clause 12. Dispute Resolution**

- 12.1 Discussion on the job: Any grievance or dispute which arises must, where possible, be settled by discussion on the job between the employee and the employee's Centre Manager.

- 12.2 Discussion at next level: If the matter is not resolved on the job, the matter will be further discussed between the affected employee, and the Director of Children's Centres, or other nominated representative of the employer. The affected employee will be entitled if they request to have in attendance at such discussions the Union Delegate or contact.
- 12.3 Discussion with union: If no agreement is reached the Union organiser and Union delegate or contact and affected employee will discuss the matter with the Director of Children's Centres or other nominated representative of the employer.
- 12.4 Work normally: Whilst the foregoing procedure is being following work must continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- 12.5 Commission: Should the matter still not be resolved it may be referred by the parties to the Industrial Commission of New South Wales for settlement.

4. Insert at the end of the third paragraph of clause 15, Area Incidence and Duration, the following new paragraph:

The changes made to the Award pursuant to the Award review under s.19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on 8 April 2005.

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

R. W. HARRISON *D.P.*

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(587)

**SERIAL C3848**

**UNIVERSITY OF NEWCASTLE UNION FOOD AND BEVERAGE  
STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3187 of 2005)

Before Commissioner Stanton

7 July 2005

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 28 September 2001 (328 I.G. 160) and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:

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

**PART B**

**MONETARY RATES**

**Table 1 - Wage Rates**

Clause Number	Classification Level	Weekly Rate \$
3.2	Trainee Assistant	449.84
3.2	Level 1	491.07

3.2	Level 2	508.58
3.2	Level 3	534.33
3.2	Level 4	562.14
3.2	Level 5	592.98
3.2	Level 6	639.39
3.2	Level 7	663.08

Apprentice - 4 year term

Clause Number	Classification Level	Weekly Rate \$
3.3	First Year	254.98
3.3	Second Year	338.00
3.3	Third Year	403.23
3.3	Fourth Year	474.38

**Table 2 - Other Rates and Allowances**

Item Number	Clause Number	Brief Description	Amount \$
1.	5.6 & 17.4	Meal allowance	6.30
2.	9.1	First Aid	13.20 per week
3.	10.10	Broken shift	9.16
4.	28	Laundry Allowance	
		Chef's outfit	12.20 per week
		Supervisors	12.20 per week
		Employer Logo Shirt	
		Full-time & part-time staff	6.20 per week
		Casual staff	1.30 per shift
		Other than Logo Shirt	
		Full-time & part-time staff	8.00 per week
		Casual staff	2.50 per shift

2. This variation shall take effect from the first full pay period to commence on or after 20 July 2005.

J. D. STANTON, Commissioner.

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(380)

**SERIAL C2775****HEALTH EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union and another.

(Nos. IRC 6920 of 1999, 655 of 2000 and 2703 of 2002)

Before The Honourable Justice Walton, Vice-President  
Mr Deputy President Grayson  
Commissioner McLeay

12 December 2003

**VARIATION**

1. Delete the subclause (xxviii), of clause 1, Definitions, of the award published 6 November 1998 (307 I.G. 29), and insert the following new subclause:

(xxviii) Pharmacy Assistant

- (a) Pharmacy Assistant - Grade 1 - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician.
- (b) Pharmacy Assistant - Grade 2 - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under supervision of a Registered Pharmacist and/or Pharmacy Technician, and who holds a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III in Community Pharmacy issued by a Registered Training Organisation or has qualifications deemed by the Health Administration Corporation to be equivalent.

2. Delete subclauses (xxxiii), (xxxiv) and (xxxv) of clause 1, Definitions, and insert in lieu of the following:

(xxxiii) Pharmacy Technician - Grade 1 - means a person appointed to such a position who has successfully completed a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III issued by a

Registered Training Organisation in Hospital and Community Pharmacy (e.g. Charles Sturt University) or has qualifications deemed by the Health Administration Corporation to be equivalent.

- (xxxiv) Pharmacy Technician - Grade 2 - means a person who is appointed to such a position and who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the Health Administration Corporation to be equivalent. Such person is under the supervision of a Pharmacist and/or a more senior Pharmacy Technician.
- (xxxv) Pharmacy Technician - Grade 3 - means a person who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the Health Administration Corporation to be equivalent, has relevant pharmacy experience and displays competency in performing complex tasks under supervision of a Pharmacist in specialist areas of practice such as, but not limited to, cytotoxic drug reconstitution, sterile production, clinical trials, information systems management, etc. This position may also be supervised by a Grade 4 Pharmacy Technician. This classification may operate in a supervisory capacity such as in a Deputy Senior/Second-in-charge position. Jobs at this level have greater responsibilities than those at Grade 1 and 2.
- (xxxvi) Pharmacy Technician - Grade 4 - means a person appointed to such a position who has successfully completed a recognised Pharmacy Technician Certificate at Certificate Level IV or has qualifications deemed by the Health Administration Corporation to be equivalent, and who has extensive experience working within a pharmacy as a Pharmacy Technician Grade 2 and/or Grade 3 and has accredited qualifications in management studies of a formal nature recognised by the Area Health Service (these studies may be conducted by the Area Health Service on a local internal basis). Generally the position would be primarily responsible for the management of all Pharmacy Technicians and Pharmacy Assistants in a large unit. The position would carry responsibility for the effective management and development of pharmacy support services under the direction of the Director or Deputy Director of Pharmacy. Participate on departmental committees and continuous education/management training programs. Inherent in this position is the ability to display competency in performing complex tasks with limited supervision.

3. Delete the existing rates for Pharmacy Assistant Adult and Pharmacy Technicians - Grades 1, 2 and 3 contained in Table 1 - Salaries, of Part B, Monetary Rates, and insert lieu thereof the following:

	Rate from 1.1.2004 \$
Pharmacy Assistants	
Grade 1	
1st year	630.10
2nd year	644.60
3rd year	656.00
4th year	674.20
Grade 2	
1st year	674.20
2nd year	690.50
Pharmacy Technicians	
Grade 1	
1st year	674.20
2nd year	690.50
3rd year	706.00
4th year	722.90
Grade 2	
1st year	738.70
2nd year	766.50
3rd year	791.40

4th year	813.30
Grade 3	
1st year	869.30
2nd year	899.60
Grade 4	
1st year	929.80
2nd year	988.50

4. This variation shall take effect from the first full pay period to commence on or after 1 January 2004.

M. J. WALTON *J, Vice-President.*  
 J. P. GRAYSON *D.P.*  
 J. McLEAY, Commissioner.

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 (379)

**SERIAL C2786**

## **HEALTH EMPLOYEES TECHNICAL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union and another.

(Nos. IRC 6920 of 1999, 655 of 2000 and 2703 of 2002)

Before The Honourable Justice Walton, Vice-President  
 Mr Deputy President Grayson  
 Commissioner McLeay

12 December 2003

### **VARIATION**

1. Insert at end of Clause 1, Definitions, of the award published 6 November 1998, (307 IG 56) as varied, the following new definitions:

"Perfusionist-Grade 1 (Trainee Perfusionist)" - means a person appointed as such who holds, or is qualified to hold, an appropriate tertiary qualification (Bachelor of Science, Bachelor of Applied Science or equivalent qualification) and who is training in perfusion.

"Perfusionist-Grade 2 (Certified Perfusionist)" - means a person who has obtained the qualification of Certification in Perfusion of the Australasian Board of Cardiovascular Perfusion or having qualifications deemed by the Health Administration Corporation to be equivalent, who is capable of performing perfusion duties of a complex nature including research and development tasks.

"Perfusionist-Grade 3 (In-Charge Perfusionist)" - means a person who complies with all duties of a Trained Certified Perfusionist but in addition manages the every day operation of the department in conjunction with a medical officer.

"Perfusionist-Grade 4 (Director of Perfusion Services)" - means a person appointed as such who is the most senior Perfusionist within the Hospital and who is solely responsible for the direction and supervision of other Perfusionists within the Hospital. Director of Perfusion services is expected to exercise organisational, supervisory and management skills, mature technical and clinical knowledge, judgement as it relates to the operation and testing of equipment, to continue to develop expertise with advances in the relevant body of technical and clinical knowledge and to seek and utilise other specialist advice when required to.



2. Delete from Table 1, Monetary Rates of Part B, of the above award the existing title and rates for the following classification:

"Perfusionist (Present Occupants Only)" (Title);

"St. Vincents, Prince Henry Hospital"; and

"Royal Prince Alfred Hospital"

and insert the following new classification titles and rates of pay in lieu thereof:

Award Grade from 1.1.2004	Rate from 1.1.2004
Perfusionist	
Grade 1	
1st year	\$1,059.70
2nd year	\$1,093.90
Grade 2	
1st year	\$1,176.60
2nd year	\$1,216.00
3rd year	\$1,249.90
4th year	\$1,386.80
5th year	\$1,425.30
6th year	\$1,473.70
7th year	\$1,518.60
8th year	\$1,556.70
Grade 3	
1st year	\$1,667.80
2nd year	\$1,709.40
Grade 4	
1st year	\$1,755.50
2nd year	\$1,797.20

3. This variation shall take effect from the first full pay period to commence on or after 1 January 2004.

M. J. WALTON *J. Vice-President.*  
 J. P. GRAYSON *D.P.*  
 J. McLEAY, Commissioner.

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(770)

SERIAL C3397

## HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FULL BENCH

Application by Health Services Union, industrial organisation of employees.

(Nos. IRC 6920 of 1999, 655 of 2000 and 2703 of 2002)

Before The Honourable Justice Walton, Vice-President  
Mr Deputy President Grayson  
Commissioner McLeay

12 December 2003

### VARIATION

- Delete the existing classifications commencing with "Dental Assistant - Junior Dental Assistant" through to "Senior Dental Assistants - United Dental Hospital" contained in Table 1 - Monetary Rates of Part B, of the award published 3 December 1999 (312 I.G. 516), and insert in lieu thereof the following:

Award Grade from 1/01/04	Rate at 1/07/03 \$
Junior Dental Assistant	
At 17 Years	357.70
At 18 Years	409.20
At 19 Years	463.10
At 20 years	516.80
	Rate at 1/01/04 \$
Dental Assistant Grade 1	
1 <sup>st</sup> year of service	674.20
2 <sup>nd</sup> year of service	690.50
3 <sup>rd</sup> year of service	706.00
4 <sup>th</sup> year of service & thereafter	722.90

Grade 2	
1st year of service	738.70
2nd year of service	766.50
3rd year of service	791.40
4th year of service & thereafter	813.30

2. Delete the existing classifications commencing with "Dental Technician - Trainee" through to Chief Dental Technician - United Dental Hospital of Sydney & Westmead" contained in Table 1 - Monetary Rates of Part B, and insert in lieu thereof the following:

Award Grade from 1/01/04	Rate at 1/07/03 \$
Dental Technicians	
Trainee	
Stage 1 - (first 6 months)	477.30
Stage 2 - (6 months to 1 year)	493.70
Stage 3 - (1 year to 18 months)	545.60
Stage 4 - (18 months to 2 years)	565.70
	Rate at 1/01/04 \$
Dental Technicians	
Grade 1	
1st year of service	738.70
2nd year of service	766.50
3rd year of service	491.40
4th year of service	813.30
5th year of service	869.30
Grade 2	
1st year of service	869.30
2nd year of service	899.60
Grade 3	
1st year of service	929.80
2nd year of service	988.50
Grade 4	
1st year of service	1036.60
2nd year of service	1053.40
Deputy Chief Dental Technician (Sydney Dental Hospital only)	
1st year of service	1,131.50
2nd year of service	1,172.20

3. This variation shall take effect from the first full pay period to commence on or after 1 January 2004.

M. J. WALTON *J, Vice-President.*  
 J. P. GRAYSON *D.P.*  
 J. McLEAY, Commissioner.

(723)

SERIAL C2777

**HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union and another.

(Nos. IRC 6920 of 1999, 655 of 2000 and 2703 of 2002)

Before The Honourable Justice Walton, Vice-President  
 Mr Deputy President Grayson  
 Commissioner McLeay

12 December 2003

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 6 November 1998 (307 IG 21) as varied, and insert in lieu thereof the following:

**PART B****MONETARY RATES**

	Rate from 01.07.2003 \$	Rate from 01.01.2004 \$
Pharmacists		
Grade 1 - Unregistered	659.50	783.50
Grade 1		
1 <sup>st</sup> year	738.70	831.70
2 <sup>nd</sup> year	766.50	888.70
3 <sup>rd</sup> year	869.20	950.10
4 <sup>th</sup> year	988.50	1,059.70
5 <sup>th</sup> year	1,036.60	1,093.90
Grade 2		
1 <sup>st</sup> year	1,070.20	1,176.60
2 <sup>nd</sup> year	1,151.20	1,216.00
3 <sup>rd</sup> year	1,189.40	1,249.90

Grade 3 Senior Pharmacist Director of Pharmacy - Group 5 Hospital Deputy Director of Pharmacy - Group 3 Hospital 1 <sup>st</sup> year 2 <sup>nd</sup> year	1,222.80 1,256.20	1,386.80 1,425.30
Grade 4 Director of Pharmacy - Group 4 Hospital Deputy Director of Pharmacy - Group 2 Hospital 1 <sup>st</sup> year 2 <sup>nd</sup> year	1,291.00 1,334.90	1,425.30 1,473.70
Grade 5 Director of Pharmacy - Group 3 Hospital Deputy Director of Pharmacy - Group 1 Hospital 1 <sup>st</sup> year 2 <sup>nd</sup> year	1,375.40 1,410.30	1,518.60 1,556.70
Grade 6 Director of Pharmacy - Group 2 Hospital 1st year 2nd year	1,457.00 1,493.10	1,667.80 1,709.40
Grade 7 Director of Pharmacy - Group 1 Hospital Group A - 1st year Group A - 2nd year Group B - 1st year Group B - 2nd year	1,533.30 1,569.90 1,608.00 1,645.80	1,797.20 1,840.90 1,883.80 1,927.40
Fellowship Allowance	26.60	26.60

2. This variation shall take effect from the first full pay period to commence on or after 1 January 2004.

M. J. WALTON *J, Vice-President.*  
J. P. GRAYSON *D.P.*  
J. McLEAY, Commissioner.

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(1421)

SERIAL C2781

**HEALTH EMPLOYEES DENTAL TECHNICIANS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union and another.

(Nos. IRC 6920 of 1999, 655 of 2000 and 2703 of 2002)

Before The Honourable Justice Walton, Vice-President  
Mr Deputy President Grayson  
Commissioner McLeay

12 December 2003

**VARIATION**

1. Delete clause 1, Arrangement, of the award published 7 December 2001 (330 IG 37), and insert in lieu thereof the following:

**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Previous Industry Service
5.	Salaries and Allowances
6.	Conditions of Employment
7.	Grading and Classification of Officers
8.	Area, Incidence and Duration

2. Delete clause 3, Progression, and insert in lieu thereof the following:

**3. Classifications**

- (a) "Trainee Dental Technician" - means a person appointed as such who is undertaking the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.

- (b) "Dental Technician - Grade 1" - means a person appointed as such who has successfully completed the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.
- (c) "Dental Technician - Grade 2" - means a Dental Technician who fulfils the following criteria:
- (i) having at least 3 years experience as a registered dental technician; and
  - (ii)
    - (a) successful completion of the first year of the Dental Prosthetics course conducted by NSW TAFE; or
    - (b) having qualifications deemed by the Health Administration Corporation to be equivalent to the first year of the Dental Prosthetics course; and
  - (iii) demonstrating skills in excess of those required of a Dental Technician Grade 1; and
  - (iv) being proficient in, and spending the major part of their time engaged in, one or more of the following areas of work:
    - orthodontic appliances;
    - cast metal denture techniques;
    - crown and bridge;
    - osseo-integrated implant technology;
    - maxillo facial and complicated prosthetics, including over-dentures, oburators, precision attachments and magnets, occlusal splints, complete and partial dentures requiring complicate (that is crossbite, class II and class III jaw relationship) tooth arrangements in balance occlusion.
- (d) "Dental Technician - Grade 3" - means a Dental Technician who fulfils the following criteria:
- (i) having at least 6 years experience as a registered Dental Technician.
  - (ii) successfully completed all qualifications of a Dental Technician Grade 1 of 2 or qualifications deemed by the Health Administration Corporation to be equivalent; and
  - (iii) shows a high level of competency
- (e) "Dental Technician - Grade 4" - means a Dental Technician appointed to such a position and who undertakes the following duties and/or role:
- (i) meets all the requirements of a Dental Technician Grade 3; and
  - (ii) manages a Section/Unit, which includes the responsibility of supervising the work and activities of other Dental Technicians.

3. Delete clause 5, Salaries and Allowances, and insert in lieu thereof the following:

#### **5. Salaries and Allowances**

The rate of salaries of employees under this award shall be set out in the Health Professional and Medical Salaries (State) Award.

4. Delete clause 7, Grading and Classification of Officers, and insert in lieu thereof the following:

**7. Grading and Classification of Officers**

Nothing in clause 3 - Classification, or clause 4 - Previous Industry Service, shall affect the right of the Association to apply to the Industrial Commission of New South Wales for the settlement of any dispute arising from the grading of an employee under this award.

5. Insert at end of clause 8, Area, Incidence and Duration, the following new paragraph:

The variations to clause 3, Classifications, Clause 5, Salaries and Allowances, and deletion of Table 1, Allowances in Part B, Monetary Rates, take effect from the first full period to commence on or after 1 January 2004.

6. Delete Part B, Monetary Rates.

7. This variation shall take effect from the first full pay period to commence on or after 1 January 2004.

M. J. WALTON *J, Vice-President.*  
J. P. GRAYSON *D.P.*  
J. McLEAY, Commissioner.

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(595)

**SERIAL C2782****PUBLIC HOSPITALS DENTAL ASSISTANTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union and another.

(Nos. IRC 6920 of 1999, 655 of 2000 and 2703 of 2002)

Before The Honourable Justice Walton, Vice-President  
Mr Deputy President Grayson  
Commissioner McLeay

12 December 2003

**VARIATION**

1. Delete subclause (v) of clause 2, Definitions, of the award published 8 December 2000 (320 I.G. 1136) and insert in lieu thereof the following:
  - (v) "Employee" means a person employed in any Hospital or Area Health Service in the classification of Junior Dental Assistant or Dental Assistant, Grade 1 or 2.
    - (a) Dental Assistant Grade 1 - means a person appointed as such who has successfully completed a qualification in a relevant field recognised by the Dental Assistant Education Council of Australia or up to the level of Certificate III issued by a tertiary education institution or qualifications deemed by the Health Administration Corporation to be equivalent.
    - (b) Dental Assistant Grade 2 - means a person who is appointed to such a position and who has successfully completed a nationally recognised Dental Assisting Certificate course at Certificate Level IV or qualifications deemed by the Health Administration Corporation to be equivalent.
2. Delete sub-clause (a) of Clause 5, Rates of Pay, of the above award and insert the following in lieu thereof?:
  - (a) Rates of pay shall be in accordance with the rates of pay for Junior Dental Assistants and Dental Assistants Grades 1 and 2 as set out in the Health Professional and Medical Salaries (State) Award.

3. Delete sub-clause (ii) of Clause 6, Area, Incidence and Duration, and insert the following in lieu thereof:
  - (ii) It shall apply to those employees engaged in the classifications of Junior Dental Assistants and Dental Assistants Grades 1 and 2.
  - (iii) The variation to clause 2, Definitions, clause 5, Rates of pay, and clause 6, Area, Incidence and Duration, take effect from the first full period to commence on or after 1 January 2004."
4. This variation shall take effect from the first full pay period to commence on or after 1 January 2004.

M. J. WALTON *J, Vice-President.*  
J. P. GRAYSON *D.P.*  
J. McLEAY, Commissioner.

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(010)

**SERIAL C3916**

## **ANIMAL FOOD MAKERS, &C. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C3654 published 15 July 2005

(352 I.G. 573)

(No. IRC 4862 of 2004)

### **ERRATUM**

1. Delete the amount of "484.10" appearing under the classification of Grain Handler in Table 3 of Appendix 1 - Minimum Award Wage Rates, and insert in lieu thereof the following:  
  
483.10

G. M. GRIMSON *Industrial Registrar.*

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(036)

**SERIAL C3917****BISCUIT AND CAKE MAKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C3656 published 15 July 2005

(352 I.G. 581)

(No. IRC 4864 of 2004)

**ERRATUM**

1. Delete the classifications of "Dough Mixer and Syrup Maker", "Secondary processing Operator - Grade 2" and "Biscuit Forming Machine Operator - Grade 1" appearing in Table 1 Minimum Award Wage Rates of Appendix A Wage Rates and Allowances, and insert in lieu thereof the following:

Dough Mixer and Syrup Maker	483.70	502.70
Secondary processing Operator - Grade 2	483.70	502.70
Biscuit Forming Machine Operator - Grade 1	483.70	502.70

G. M. GRIMSON *Industrial Registrar.*

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