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INDUSTRIAL GAZETTE

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1527 of 2007)

Before Commissioner Bishop

4 February 2008

REVIEWED AWARD

Clause No. Subject Matter

PART A

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PART B

MONETARY RATES

Table 1 - Wages

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2. Definitions

- (a) Journeyperson - means an employee employed in the industry (other than an apprentice or a trainee) or a heel bar operative.
- (b) Bespoke Bootmaker - means a journeyperson engaged in making, cutting and/or fitting lasts, at any stage of making.
- (c) Surgical Bootmaker - means a Bespoke Bootmaker engaged on anatomical, surgical and orthopaedic work.
- (d) Repairer - means a journeyperson engaged in repairing shoes or boots and/or finishing new work.
- (e) Heel Bar Operative - means an employee engaged upon shoes renewal "while you wait" service involving the use of specialised equipment and only pre-cut materials. Their Functions involve only the repairs of heels (but not the replacement of heel blocks), the preparation of soles and the application of soles thereto by adhesive, the gluing and/or stapling of straps, attaching shoe piece and shoe stretching.
- (f) Improver Heel Bar Operative - means a person who has not had three calendar months experience employed as a Heel Bar Operative and who has been appointed by the employer to the employed as an Improver Heel Bar Operative for a training period of a maximum of three calendar months; such person shall not be included in the classification of Apprentice or Trainee.
- (g) Junior Employee - means a person employed in a shop between the age of not less than 18 years and not more than 20 years and includes a person employed in a factory or workshop between the age of not less than 16 years and not more than 20 years. Such person shall not be included in the classification of apprentice and shall not work in a declared trade.
- (h) Part-time Employee - is employed on a weekly basis to work a set number of hours and days each week. The number of hours is not less than 12 per week nor more than 30 per week to be worked on not more than five days per week.
- (i) Shop - refer to section 78 of the *Shops and Industries Act 1962*. Employees covered by this award working in a retail establishment shall be deemed to be employed in a shop.
- (j) Apprentice - is an individual undertaking an apprenticeship established under the *Apprenticeship and Traineeship Act 2001*.
- (k) Union - shall mean the Shop Distributive and Allied Employees' Association, New South Wales, and the Shop Assistants and Warehouse Employees Federation of Australia, Newcastle and Northern, New South Wales.
- (l) Committee - shall mean the Bespoke Bootmakers, &c. (State) Industrial Committee.

- (m) Trainee - means an employee bound by the Retail Industry (State) Training Wage Award.

3. Enterprise Consultation

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

4. Monetary Rates

- (i) The minimum rate of pay to be paid for each classification, each week, by an employer shall be as set out in the Total Wage Column of Table 1 - Wage Rates, of Part B, Monetary Rates.

Classification	Group No. Table 1
Heel Bar Operative	1
Boot or Shoe Repairer	2
Bespoke Bootmaker	3
Surgical Bookmaker	4

- (ii) Additional Payments - Provided that a boot or shoe repairer, who, for the major part of the week is required to repair anatomical, surgical or orthopaedic boots or shoes, shall be paid a loading as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- (iii) Junior Employees -

- (a) The minimum rate of pay according to age to be paid by the employer to junior employees employed in a shop as defined in clause 2, Definitions, shall be a percentage of the total rate of pay of the classification of a Heel Bar Operative in subclause (i) of this clause. The percentage to be paid shall be as follows:

Age	Percentage
At 18 years	70
At 19 years	80
At 20 years	90

- (b) The minimum rate of pay according to age to be paid by the employer to junior employees employed in a factory or workshop, as defined in the said clause 2, shall be a percentage of the total rate of pay of the classification of Heel Bar Operative in subclause (i) of this clause. The percentage to be paid shall be as follows:

Age	Percentage
At 16 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

- (iv) Apprentices - The minimum weekly rate of pay for apprentices shall be a percentage of the Boot and Shoe Repairer classification as follows:

	Percentage
1st Year of Experience -	
1st six month s	50
2nd six months	55

2nd Year of Experience -

1st six months	65
2nd six months	70

3rd Year of Experience -

1st six months	80
2nd six months	85

- (v) Improver Heel Bar Operative - Whilst so engaged in such duties, an Improver Heel Bar Operative shall be paid by the employer during the three calendar months period of training a sum equivalent to ninety per cent of the total rate of pay of the classification of Heel Bar Operative as prescribed in subclause (i) of this clause.
- (vi) Part-Time Employees - Shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight.
- (vii) Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight, plus 15 per cent, calculated to the nearest half cent with a minimum payment on any shift of three hours.

Provided that upon employment, a new casual employee may be engaged for a minimum of 2 hours for the first two engagements provided that these engagements shall be for the purpose of training only.

4A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

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

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

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

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

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

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

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

5. State Wage Case Adjustments

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
- (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

6. Enterprise Arrangements

- (a) The Industrial Relations Commission may approve of enterprise arrangements reached in accordance with this clause and the provisions of the Act. Provided that these arrangements are in accordance with the State Wage Case principles, as varied from time to time.
- (b) Industrial unions of employees and industrial unions of employers, or industrial unions of employees and employers, or employees and employers may negotiate enterprise arrangements which, subject to the following provisions, shall prevail over the provision of any award or order of the Industrial Relations Commission that deals with the same matters in so far as they purport to apply to parties bound by the arrangements, provided that where the arrangement is between employees and an employer a majority of employees affected by the arrangement genuinely agree.
- (c) An enterprise arrangement shall be an agreed arrangement for an enterprise, or discrete section of an enterprise, being a business, undertaking or project, involving parties set out in subclause (b).
- (d) Enterprise arrangements shall be for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than where contained in the arrangement itself. Subject to the terms of the arrangement, however, such arrangement shall continue in force until varied or rescinded in accordance with the Act.

- (e) For the purposes of seeking the approval of the Industrial Relations Commission, and in accordance with the provisions of the Act, a party shall file with the Industrial Registrar an application to the Commission to either:
- (i) vary an award in accordance with the Act; or
 - (ii) make a new award in accordance with the Act.
- (f) On a hearing for the approval of an enterprise arrangement, the Industrial Relations Commission will consider in addition to the industrial merits of the case under the State Wage Case principles:
- (i) ensuring the arrangement does not involve a reduction in ordinary time earnings and does not depart from Commission standards of hours of work, annual leave with pay or long service leave with pay; and
 - (ii) whether the proposed award or variation is consistent with the continuing implementation at enterprise level of structural efficiency considerations.
- (g) The operative date for an enterprise arrangement shall be no earlier than the date of approval by the Industrial Relations Commission, except that the Industrial Relations Commission may approve an earlier operative date to achieve consistency with the operative date of an enterprise arrangement which has earlier been approved by the Australian Industrial Relations Commission.
- (h) Where parties to an enterprise arrangement include employees covered by a federal award, an agreement covering those employees may be submitted to the federal tribunal for approval.
- (i) The Industrial Relations Commission is available to assist the parties to negotiations for an enterprise arrangement by means of conciliation and, in accordance with this clause and the Act, by means of arbitration. If any party to such negotiations seeks arbitration of a matter relating to an enterprise arrangement such arbitration shall be as a last resort.
- (j) Enterprise arrangements entered into directly between employees and employers shall be processed as follows, subject to the Industrial Relations Commission being satisfied in a particular case that departure from these requirements is justified:
- (i) All employees will be provided with the current prescriptions (eg award, industrial agreement or enterprise agreement) that apply at the place of work.
 - (ii) The arrangement shall be committed to writing and signed by the employer, or the employer's duly authorised representative, with whom agreement was reached.
 - (iii) Before any arrangement is signed and processed in accordance with this principle, details of such arrangement shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member.
 - (iv) A union or employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection and in such circumstances the parties are to confer in an effort to resolve the issue.
 - (v) Where an arrangement is objected to by a union or employer association and the objection is not resolved, an employer may make application to the Industrial Relations Commission to vary an award or create a new award to give effect to the arrangement.
 - (vi) A union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
 - (vii) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission to have the matter approved in accordance with paragraph (e) of this principle.

- (viii) Such arrangement once approved shall be displayed on a notice board at each enterprise affected.

7. Redundancy

(a) Application -

- (i) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified in (i) of Table 1 - Wages, of Part B, Monetary Rates.
- (ii) This clause shall also apply in respect of employers who employ more than 15 employees immediately prior to the termination of employment of employees.
- (iii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be 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.
- (iv) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(b) Introduction of Change -

(i) Employer's duty to notify -

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

(ii) Employer's duty to discuss change -

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (i), of subclause (b), Introduction of Change, of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said paragraph (i) of subclause (b) of this clause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(c) Redundancy -

(i) Discussions before terminations -

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

(d) Termination of Employment -

(i) Notice for changes in production, programme, organisation or structure - this paragraph sets out the notice provisions to be applied to termination by the employer for reasons arising from production, programme, organisation or structure, in accordance with paragraph (i) of subclause (b), Introduction of Change, of this clause.

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

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

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

(ii) Notice for technological change - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph (i) of subclause (b) of this clause.

- (1) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any act amending or replacing either of these Acts.
- (iii) Time off during the notice period -
- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (v) Statement of employment - the employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (vi) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) Centrelink Separation Certificate - The employer shall, upon request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- (viii) Transfer to lower-paid duties - Where an employee is transferred to lower-paid duties for reasons set out in paragraph (i) of subclause (b) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks of notice still owing.
- (e) Severance Pay -
- (i) Where the employment of an employee is to be terminated pursuant to subclause (d), Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:
- (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:
- | Years of service | Under 45 years of age
Entitlement |
|-------------------------------|--------------------------------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 4 weeks |
| 2 years and less than 3 years | 7 weeks |
| 3 years and less than 4 years | 10 weeks |

4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

Years of service	Under 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

- (ii) Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than contained in paragraph (i) of this subclause.

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

- (iii) Alternative employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause if the employer obtains acceptable alternative employment for an employee.

- (f) Savings Clause - Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefit 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

8. Commitment to Training and Careers

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

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

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

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

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

9. Supported Wage

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

- (i) "Supported Wage Systems" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
 - (ii) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (iii) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* or any successor to that scheme.
 - (iv) "Assessment Document" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (b) Eligibility Criteria - Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

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

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

- (c) Supported Wage Rates - Employees to whom this clause applies shall be paid the appropriate percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing, according to the following schedule:

Assessed capacity (subclause (d))	Percentage of prescribed award rate
Percentage	
*10	*10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

(Provided that the minimum amount payable shall not be less than \$66.00 per week.)

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

- (d) Assessment of Capacity - For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (i) the employer and a union party to this award, in consultation with the employee or, if desired, by any of these;
 - (ii) the employer and an accredited Assessor from a panel agreed to by the parties to this award and the employee.
- (e) Lodgement of Assessment Document -
- (i) All assessment documents under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.
 - (ii) All assessment documents shall be agreed and signed by the parties to the assessment, provided that where a union which is party to this award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within ten working days.
- (f) Review of Assessment - The assessment of the appropriate percentage should be subject to annual review, or earlier on the basis of a reasonable request for a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (g) Other Terms and Conditions of Employment - Where an assessment has been made, the appropriate Percentage will apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.
- (h) Workplace Adjustment - An employer wishing to employ a person under the provisions of this clause must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- (i) Trial Period -
 - (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (ii) During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.
 - (iii) The minimum amount payable to the employee during the trial period shall be no less than \$66.00 per week.
 - (iv) Work trials should include induction or training as appropriate to the job being trialled.
 - (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into, based on the outcome of assessment under subclause (d) of this clause.

10. Contract of Employment

- (i) Engagement - An employee may be employed as a weekly, part-time or casual employee.

- (ii) Time and Payment of Wages - All wages shall be paid weekly except any commission, bonus or premium which shall be paid by the employer within 14 days of the time such commission, bonus or premium is earned to which the employee is entitled. Such payment shall be made on the same day of each week, which shall not be a Friday, a Saturday or a Sunday, and shall be made up to and including at least the second day preceding the day of payment; provided that in a week where an award holiday falls on the day in which wages are usually paid, payment thereof shall be made not later than the working day immediately preceding the award holiday. Other arrangements regarding payment may be made by agreement between the employer and the union. Notwithstanding the foregoing:
- (1) Overtime shall be paid not later than a week from the second day succeeding the day on which it was earned. Provided that where an employee is paid fortnightly in accordance with paragraph (6) of this subclause, overtime worked in the second week of a pay period may be paid in the following pay period.
 - (2) Where employment is terminated an employee shall be paid forthwith all ordinary wages due and shall be paid all overtime and other moneys due within seven days of the date of the termination of employment.
 - (3) In the event of an employer not paying the said overtime and other moneys due at the time on which the employer has undertaken to pay them, the employer shall reimburse the employee all expenses the employee has incurred in attending to collect the amounts due.
 - (4) When an employee is required by an employer to wait beyond the ordinary ceasing time of the employee for payment of ordinary wages or, when an employee is terminated, to wait for payment of ordinary wages after the period of the termination for a period of more than 15 minutes, the employee shall be paid the employee's ordinary wages for the period during which the employee is so required to wait.
 - (5) Wages may be paid by electronic funds transfer. Provided that where wages are paid by electronic funds transfer additional costs associated with the introduction and operation of electronic funds transfer shall be paid for by the employer.
 - (6) Wages may be paid fortnightly provided that the employee is paid no later than the third day of the second week of the pay period.
- (iii) Termination of Employment -
- (a) In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.
 - (b) In all other cases employment may be terminated by either party -
 - (1) during the first month of employment by a moment's notice;
 - (2) thereafter, by one week's notice or by the payment or forfeiture of one week's pay.
 - (c) Employment shall not be terminated, except for misconduct, while the employee is legitimately absent from duty on accrued sick leave.
 - (d) Termination Immediately Prior to Holiday - Subject to subclause (a) of clause 19, Public Holidays, an employee after more than two weeks' employment whose employment is terminated by the employer on the business day preceding a holiday or holidays, other than for misconduct, shall be paid for such holiday or holidays.
 - (e) Termination Prior to Christmas - Notwithstanding the provisions of paragraph (d) hereof an employee engaged on or after December 1 in any year whose employment finishes before Christmas Day and who is not re-employed within four weeks of Christmas Day by the same employer is not entitled to payment for the Christmas holidays.

- (f) Certificate of Service - An employee who has been employed for not less than one month, on leaving or being discharged, shall, upon request, be entitled to a statement in writing containing the date when the employment began and the date of termination. The statement shall be the property of the employee and shall be returned unnoted by any subsequent employer, within seven days of the engagement.
- (iv) Part-time Employment -
- (a) Ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for full-time employees but shall not in any case be less than four hours per day nor less than twelve hours per week nor more than 30 hours per week. Provided that where an employee's regular rostered work is in excess of 30 hours per week then such an employee shall be deemed to be a weekly employee and paid as such.
- (b) Save for the meal times prescribed, all time between the actual commencing time and the actual ceasing time on any day shall count and shall be paid for as time worked.
- (c) A part-time employee who works in excess of the hours prescribed under the weekly contract of employment of such an employee shall be paid overtime.
- (d) An employee engaged on a part-time basis shall be entitled to pro rata payment in respect of annual leave, public holidays, sick leave and bereavement leave.
- (e) Notwithstanding the provisions of this clause, the union and an employer may agree, in writing, to observe other conditions in order to meet special cases.

Notation: Subclause (iii) and subclause (iv) of this clause shall not apply to Apprentices or Trainees.

11. Saturday and Late Nights Penalty Rates and Loading in Shops

All ordinary hours worked by weekly and part-time employees in shops on Thursday or Friday nights between 7.00 p.m. and 9.00 p.m. or on Saturday shall be paid for at the rate of time and one-quarter, provided that employees shall not receive less than the amounts set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

12. Hours of Work - Shops

- (i) The ordinary hours of work, exclusive of meal times, shall average 38 per week on not more than five days, Monday to Saturday, and be worked between the hours of:
- (a) 7.00 a.m. to 7.00 p.m. - Monday, Tuesday, Wednesday;
- (b) 7.00 a.m. to 9.00 p.m. - Thursday, Friday;
- (c) 7.00 a.m. to 6.00 p.m. - Saturday.
- (ii) Provided that where employees cease working ordinary hours by 12 noon on Saturday, the 38 hours may be worked over five and a half days.

13. Hours of Work - Factory Or Workshop

- (a) The ordinary hours of work shall be an average of 38 per week, Monday to Friday inclusive, between the hours of 7.00 am and 7.00 pm, spread over up to four weeks. Provided that this spread of hours may be altered by mutual agreement between the employer and the Union.
- (b) Each employer may fix starting and finishing times for the employer's own establishment and such starting and finishing times, when fixed, shall not be altered except on fourteen days notice to the employees concerned.

14. Implementation of a 38-Hour Week

- (a) Each full-time weekly employee shall be rostered so that the maximum number of hours that shall constitute an ordinary week's work without the payment of overtime shall not exceed on average 38 per week and may be worked in any one of the following forms:
- (i) 38 hours in one week;
 - (ii) 76 hours in two consecutive weeks;
 - (iii) 114 hours in three consecutive weeks;
 - (iv) 152 hours in four consecutive weeks;
- and shall be worked on not more than five days in any week, except in a shop where a five and one-half day week is worked in accordance with clause 12, Hours of Work - Shops.
- (b) Provided that employees may be rostered their ordinary hours of work on five days of the week, Monday to Friday, in which case the above provisions shall not apply.
- (c) In each establishment, an assessment shall be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned.
- (d) In the absence of agreement, the procedure for resolving such a problem is as follows:
- (i) Consultation shall take place within the particular establishment concerned.
 - (ii) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the union concerned or the secretary's deputy, at which level a conference of the parties shall be convened without delay.
 - (iii) If the problem remains unresolved the matter shall be referred by either party to the Industrial Relations Commission of New South Wales.

15. Overtime

An employee shall be paid overtime for all work as follows:

- (i)
 - (a) In excess of:
 - (A) 38 hours per week, or
 - (B) An average of 38 hours per week in accordance with clauses 12, Hours of Work - Shops, and 13, Hours of Work - Factory or Workshop.
 - (C) Five days per week, except in a shop where a five and one-half day week is worked in accordance with the said clause 12.
 - (D) 30 hours per week for a part-time employee, where that work is not done on a regular basis.
 - (b) Before an employee's regular commencing time on any one day.
 - (c) After the prescribed ceasing time on any one day.
 - (d) Outside the ordinary hours of work.

- (e) Employees who work on their rostered day off or part-time employees who work on any day on which they would not normally work shall be paid at the rate of time and a half for the first two hours and at the rate of double time thereafter with a minimum payment of four hours at the overtime rate.
- (f) In computing overtime each day's work shall stand alone.
- (ii) The rate of overtime shall be time and one-half for the first two hours on any one day and at the rate of double time thereafter.
- (iii) Any portion of an hour less than thirty minutes shall be reckoned as thirty minutes and any portion of an hour over thirty minutes shall be reckoned as one hour, except where an employee is required to work after closing time to attend to customers then in the shop, or in connection with closing the shop, including the checking of cash received, when the time actually worked shall count.
- (iv) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
 - (a) Time off shall be calculated at the penalty equivalent.
 - (b) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
 - (c) Time off must be taken within one calendar month of the working of the overtime, or it shall be paid out.
- (v) Subject to clause 15(iv)(a) an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for in this award.
 - (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (b) For the purposes of 15(iv)(a) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

16. Meal Allowance

An employee who works overtime after 6.30 p.m. shall be paid, on such day, an amount as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, as a meal allowance.

17. Meal Times

- (i) An employee who works five ordinary hours or more on any day shall be allowed on such day a meal break of not less than 30 minutes and not more than one hour.
- (ii) Provided that the meal breaks referred to in subclause (i) of this clause shall be given and taken so that no employee shall work more than five consecutive hours without a meal break, except where there is agreement between an employer and an employee, the period in which a meal break must be given and taken may be extended.

- (iii) An employee who is required to work on any day later than 6.30 pm (other than in shops which close at 7.30 p.m.) shall be allowed not less than 30 minutes nor more than one hour for an evening meal on that day between 4.30 p.m. and 6.30 p.m.
- (iv) To meet special cases mutual agreements may be made between an employer and employees regarding meal times, provided that in each case the union shall be advised of such arrangement.

18. Rest Pause

When and where it can be arranged conveniently by the employer each employee who works more than four hours on any day shall be allowed a rest pause of 10 minutes.

19. Public Holidays

- (a) All weekly employees shall be entitled to the holidays hereinafter mentioned or any day observed in lieu thereof without deduction of pay:

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

Whenever Christmas Day and Boxing Day or New Year's Day falls on a Saturday or Sunday the working day or days immediately following shall be observed in lieu thereof.

- (b) In addition to the holidays prescribed in (a) above, weekly employees shall be entitled to an additional holiday without loss of pay which shall be the "August Bank Holiday".

Where an establishment remains open on the August Bank Holiday and an employee volunteers to work on that day, such employee shall be given either: an additional day off within 28 days or a day added to Annual Leave, or an additional day's pay to be decided by mutual agreement between the employer and employee.

An employer and an employee, or an employer and the majority of employees in an establishment, may agree to observe an alternative day as a holiday in lieu of the August Bank Holiday.

- (c) An employee absent without leave on the day before or the day after any award holiday, shall be liable to forfeit wages for the day of absence as well as for the holiday, except where an employer is satisfied that the employee's absence was caused through illness, in which case wages shall not be forfeited for the holiday. Provided that an employee absent on one day only, either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of absence.
- (d) All work performed on the holidays named in subclause (a) of this clause shall be paid for at the rate of double time and a half.
- (e) In a workshop or factory when an employee's services are terminated by the employer other than for malingering, inefficiency, neglect of duty or misconduct, in a period not exceeding one week before the day the establishment closes down for the Christmas period, the employee shall receive payment for the three public holidays, namely Christmas Day, Boxing Day and New Year's Day, on the same basis as if he/she were still in the employ of the employer.
- (f) In a workshop or factory when an employee's services are terminated by the employer other than for malingering, inefficiency, neglect of duty or misconduct, in a period not exceeding one week before Good Friday, the employee shall receive payment for Good Friday, Easter Saturday and Easter Monday on the same basis as if he/she were still in the employ of the employer.

20. Proof of Age

Upon the engagement of an employee, such employee, if required to do so, must furnish to the employer a correct statement in writing, of the employee's age certified by a Statutory Declaration or Birth Certificate.

When an employee cannot prove his or her age in the ordinary way a Passport, Military or Naval Discharge or Consular document shall be proof of age.

21. Tools

The employer shall provide and maintain all necessary tools, lasts, materials and bins used and required by each employee in the carrying out of the employee's duties.

22. Mixed Functions

An employee engaged for more than one half of the day on duties under this award carrying a higher rate of pay than the employee's classification shall be paid the higher rate of pay for such day. If for less than one half of one day the employee shall be paid the higher rate of pay for the time so worked.

23. Sick Leave

(a) A weekly employee who is absent from work on account of personal sickness or accident shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

- (i) The employee shall not be entitled to be paid leave of absence for any period in respect of which the employee is entitled to Workers' Compensation.
- (ii) Before the commencement of the employee's shift on such days, the employee shall inform the employer of inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If this provision cannot be met the employer may require the employee to furnish evidence in the form of a Statutory Declaration explaining the employee's failure to comply with this provision.
- (iii) The employee shall prove to the satisfaction of the employer (or, in the event of the dispute, of the Industrial Committee) that the said employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) The employee shall not be entitled in the first year of any period of service, whether in the employ of one employer or of several, to leave in excess of 38 hours of working time which shall accumulate at the rate of 3.17 hours for each calendar month of service.

Provided that after the first year of service with an employer, the entitlement to sick leave shall be as follows:

In the second year of service	46 hours
In the third and subsequent years of service	61 hours

For the purpose of administering paragraph (iv) hereof an employer may, within one month of this award coming into operation or within two weeks of the employee's entering into employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence the employee has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and act.

(b) Single Day Absences -

- (i) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee, if in the year the employee has already been allowed paid sick leave on two separate occasions for one day only, shall not be entitled to payment for the day claimed unless the employee produces to the employer a medical certificate as evidence that the said employee was unable to attend for duty on account of personal illness or on account of injury by accident. However, in lieu thereof an employer shall agree to accept from the employee a statutory declaration stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident.

- (ii) If in any year, as defined in subclause (e) of this clause, an employee has accumulated an entitlement of 159.6 hours, such shall be allowed in that year four single day absences without the provision of a medical certificate.
- (iii) Nothing in this subclause shall limit the employer's rights under paragraph (iii) of subclause (a) hereof.
- (c) Cumulative Sick Leave - Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) hereof which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and, subject to the conditions hereinbefore prescribed, shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of twelve years but for no longer than from the end of the year in which it accrues.

An employer shall not avoid his obligations to pay sick leave by terminating an employee's employment while on paid sick leave if the termination has been made by the employer with the intention of avoiding any obligation imposed on him/her pursuant to this clause.

- (d) Attendance at Hospitals, etc. - Notwithstanding anything contained in subclause (a) hereof an employee suffering injury through an accident arising out of and in the course of employment (not being an injury in respect of which the employee is entitled to workers' compensation) necessitating such employee's attendance during working hours on a doctor, chemist or trained nurse, or at a hospital shall not suffer any deduction from the employee's pay for the time so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.
- (e) For the purpose of this clause the work "year" shall mean a period of twelve months commencing on the day on which the employment commenced.

24. Personal/Carer's Leave

- (1) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 23, Sick Leave, of the award, for absences to provide care and support, for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or

- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. 'relative' means a person related by blood, marriage of affinity;
 - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. 'household' means a family group living in the same domestic dwelling.
 - (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) above who is ill or who requires care due to an unexpected emergency.
- (3) Annual Leave
- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause 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.
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (4) Time Off in Lieu of Payment for Overtime
- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of subclause (iv) of Clause 15, Overtime, the following provisions shall apply.
 - (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry date of the 12 month period or on termination.
 - (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (7) Personal/Carers Entitlement for casual employees
- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

24A. Parental Leave

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

- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or the employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

(4) Communication during parental leave

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

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

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

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

25. Bereavement Leave

- (a) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (c) below.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 24(1)(c)(ii), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under (1), (2), (3), (4), (5) and (6) (as appearing) of clause 24. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operation requirement of the business.
- (f) Bereavement Leave entitlements for casual employees
- (i) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) of Clause 24 Personal/Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 24 Personal/Carer's Leave.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

26. Blood Donor Leave

A weekly employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

Provided further that such employee shall arrange for the absence to be on a day suitable to the employer and be as close as possible to the beginning or ending of the employee's ordinary working hours.

Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance, shall first be furnished to the satisfaction of the employer.

Further, the employee shall notify the employer as soon as possible of the time and date upon which such employee is requesting to be absent for the purpose of donating blood

27. Jury Service

An employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirements to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

28. Annual Holidays

See *Annual Holidays Act 1944*.

29. Annual Holiday Loading

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) Before an employee is given and takes an annual holiday, or, where by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi)).
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual holiday under the Act (but excluding days added to compensate for public or special holidays falling on an employee's rostered day off not worked) or, where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vi) as to holidays taken wholly or partly in advance.)
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) at the rate per week of 17-1/2 per cent of the appropriate ordinary weekly time rate of pay prescribed by subclauses (i), (iii), (iv) and (v) of clause 4, Monetary Rates for the classification in which the employee was classified when the loading is paid. Such wage shall also include payments, allowances and/or additional rates, where applicable, but shall not include other allowances, penalty rates, overtime rates or any other payments prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the rates of wages payable on that day.
- (vii) Where, in accordance with the Act an employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (v) of this clause.
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to the employee under the Act such proportion of the loading that would have been payable under this clause if such employee had become entitled to an annual holiday prior to the closedown as the qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee has become entitled, the employee shall be paid a loading calculated in accordance with subclause (v) for the period not taken.

- (b) Except as provided by paragraph (a) of this subclause no loading is payable on termination of an employee's employment.

30. Travelling Time, Expenses, Fees, Etc.

- (i) If an employee temporarily is transferred from one branch to another such employee shall be allowed any extra cost of travelling and shall be paid at ordinary rates for any excess time occupied in travelling.
- (ii) Where an employee is required to work after the ordinary ceasing time prescribed by this award until it is too late to travel by train, omnibus, vessel, or other regular conveyance to the employee's usual place of residence, the employer shall provide either proper conveyance or the fare for such conveyance to the employee's usual place of residence.
- (iii) An employee who attends an appropriate course of training at a technical college at the request of the employer shall be reimbursed at the completion of the course, if successful, the fees for such course.

31. Long Service Leave

Refer to the *Long Service Leave Act 1955*.

32. Cleaning Duties

- (i) It shall be part of the employees' duties to perform cleaning functions incidental to their work. Without limiting the generality of the foregoing, the dusting of shelves and of stock, the sweeping up of string and wrapping around counters, the cleaning of implements and fixtures used in the work, and the cleaning (including vacuum cleaning) of the immediate work area, shall be so included.
- (ii) An employee shall not be required to carry out systematic cleaning duties which go beyond the incidental functions as outlined in subclause (i) of this clause.

33. Dispute Settlement 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 a 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 the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an Industrial Organisation of Employees 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 levels 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.

33A. Union Membership Fee Deduction

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

(viii) This clause shall take effect:

- (a) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 21 March 2003;
- (b) In the case of employers who do not fall within paragraph (a) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 21 June 2003;
- (c) For all other employers, from the beginning of the first pay period to commence on or after 21 September 2003.

34. Uniform Laundering Allowance

Where an employee is required by the employer to wear a uniform, cap, coat, overall, apron or other uniform dress, the same shall be provided by the employer and shall be laundered by that employer at the employer's expense. Provided that where, by mutual agreement, the laundering is done by the employee or the employer having refused, neglected or failed to launder the articles and laundering is done by the employee, the employee shall be paid an amount as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

35. Notations

- (i) Annual Holidays - Refer *Annual Holidays Act 1944*.
- (ii) Right of Entry - See Chapter 5, Part 7 of the *Industrial Relations Act 1996*.

36. Occupational Superannuation

- (i) Definitions -
 - (a) "The Fund" for the purpose of this award shall be a fund prescribed by or pursuant to subclause (ii) of this clause.
 - (b) "Ordinary Time Earnings" in this clause means the employee's award rate of pay of this award including any overaward payments and/or merit payments and penalty rates (but excluding overtime, commission and occasional bonus payments).
 - (c) "Eligible Employee" means an employee employed under this award and engaged in classifications of employment defined in clause 2, Definitions, who is working in or in connection with a shop or in or in connection with a factory or workshop with six months continuous service with the employer who works as a full-time employee or part-time employee. In this clause of this award "employee" means eligible employee.
 - (d) "Eligible Employer" means an employer employing persons engaged in the classifications of employment defined in clause 2, Definitions, of this award.
 - (e) "Award" means the Bootmakers and Heel Bar Operatives, &c. (State) Award.
- (ii) Funds - For the purpose of this clause funds into which payments are to be made shall be one of the following:
 - (a) Australian Superannuation Savings Employment Trust (ASSET), governed by a trust deed dated 14 October 1987 and includes any superannuation scheme which may be made in succession thereafter; or

- (b) Retail Employees' Superannuation Trust (REST); or
 - (c) The Mister Minit Industry Superannuation Fund.
 - (d) A superannuation scheme operated within a company covered by the said award, provided firstly the union and the members agree to the scheme as the fund to be used to comply with this clause and secondly that the company superannuation scheme conforms to the Commonwealth Government's operational standards for occupational superannuation funds. If the union does not agree the matter shall be referred to the Industrial Relations Commission of New South Wales.
- (iii) Fund Membership -
- (a) An employer shall apply to the trustees of the fund to become a participating employer in the fund.
 - (b) Each employee shall, upon the employer being accepted by the trustees of the fund, make application to become a member of the fund.
- (iv) Contributions -
- (a) An employer covered by this clause shall contribute to the fund in respect of each eligible employee an amount equal to 3 per cent of that employee's ordinary time earnings each week as an employee becomes "eligible" in accordance with subclause (i), Definitions, of this clause.
 - (b) Where an employee is absent on leave without pay, whether or not such leave is approved, no contribution from the employer shall be due in respect of that employee, in respect of the period of unpaid absence.
 - (c) Employees who may wish to make contributions to the fund additional to those being paid by the employer pursuant to paragraph (a) of this subclause shall be entitled to authorise the employer to pay into the fund from the employee's wages amounts specified by the employee.
- Employees contributions to the fund requested under this subclause shall be made in accordance with the rules of the fund.
- (v) Cessation of Contributions - The obligation of the employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employer.
- (vi) Employer to Continue Participation - An employer who participates in the fund shall not cease participation in the fund whilst employing any employees.
- (vii) Failure to Participate in the Fund - Where an employer has failed, pursuant to paragraph (a) of subclause (iii) of this clause, to make application to participate in the fund and upon acceptance by the trustees shall make an initial contribution to the fund, in respect of each employee, equivalent to the contribution which would have been payable under paragraph (a) of subclause (iv) of this clause, had the employer made application to participate in the fund and been accepted by the trustee prior to 1 January 1990, after which the employer shall then continue to make payments as prescribed by paragraph (a) of subclause (iv) of this clause. Other than for back payment of contributions, the employee shall not be entitled to:
- (a) interest on contributions;
- and/or
- (b) death and disability cover,
- until such time as the employer becomes a member of the fund, that is, the date of acceptance by the trustees.

- (viii) Frequency of Payment - Each employer shall pay such contributions together with any employee deductions in accordance with the requirement of the trust deed of the fund.
- (ix) Notations -
 - (a) No employer or employee shall be excluded from this clause on the basis of an existing voluntary superannuation arrangement.
 - (b) No employer shall be required to contribute an additional 3 per cent contributions as a result of the introduction of occupational superannuation set out in this clause if such employer has already commenced payment of a 3 per cent benefit in accordance with the wage fixing principles.

37. Technical College Fees for Apprentices

- (i) The technical college or trades school fees and all other extra and special charges shall be paid by the employer.
- (ii) Providing the technical college or trades school reports that the apprentice has been in attendance at the technical college or trades school for such period as the apprentice has been allowed leave of absence by their employer to attend, no deduction shall be made from the wage of the apprentice for such absence.

38. Supply of Tools

The employer shall provide apprentices with all tools of trade necessary in the course of their training. Such tools of trade shall, at the completion of the apprenticeship (but not before), become the personal property of the apprentice.

39. Anti-Discrimination

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

NOTES

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

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

40. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Bootmakers and Heel Bar Operatives, &c. (State) Award published 31 August 2001 (327 I.G. 428), as varied.

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

It shall apply to all persons employed in the making of footwear to special order, bespoke bootmakers and repairers and heel bar operatives in the State excluding the County of Yancowinna.

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

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

Group No.	Description	Total Wage
		\$
1	Heel Bar Operative	557.50
2	Boot or Shoe Repairer	577.50
3	Bespoke Bootmaker	592.50
4	Surgical Bootmaker	607.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(ii)	Repair anatomical, surgical or orthopaedic boots or shoes	7.90 per week
2	11	Minimum loading - Adult - Junior	3.50 3.00
3	16	Meal Allowance	11.60
4	34	Uniform Allowance	5.00

Bespoke Bootmakers, &c. (State) Industrial Committee

Industries and Callings

1. There shall be a new Bespoke Bootmakers, &c. (State) Conciliation Committee for the industries and callings of -

All persons employed in the making of footwear to special order (bespoke bootmakers) and repairers and heel bar operatives in the State excluding the County of Yancowinna.
2. The said committee shall consist of two representatives of employers and two representatives of employees.
3. The representatives of employers shall be appointed, upon nomination as prescribed one by The Retail Traders Association of New South Wales and one by THE Footwear Repairers Association of New South Wales, alternate nominating rights, one by The Employers' Federation of New South Wales.
4. The representatives of the employees shall be appointed upon nomination as prescribed one by The Shop, Distributive and Allied Employees' Association, New South Wales, and one by The Shop Assistants and Warehouse Federation of Australia, Newcastle and Northern, New South Wales.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

DENTAL ASSISTANTS AND SECRETARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by N.S.W. Dental Assistants Association, Industrial Organisation of Employees.

(Nos. IRC 713 and 2161 of 2007)

Before Commissioner Macdonald

7 December 2007

VARIATION

1. Delete subclause (ii) of clause 1, Wages and Classifications, of the award published 27 February 2004 (343 I.G. 434), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

- (i) Adults:

Level	State Wage Case 2006 (\$20.00)	State Wage Case 2007 (\$20.00)
1	543.60	563.60
2	564.50	584.50
3	598.20	618.20
4	639.90	659.90
5	700.50	720.50

- (ii) Juniors:

Age	State Wage Case 2006 (3%) \$	State Wage Case 2007 (4%) \$
At 16 years of age	261.55	272.00
At 17 years of age	286.00	297.45
At 18 years of age	353.45	367.60
At 19 years of age	404.00	420.15
At 20 years of age	476.95	496.00

Table 2 - Allowances

Item No	Clause No	Brief Description	Amount \$
1	3 (ii)	Saturday Ordinary Time	13.40
2	4 (iv)	Meal money	11.40
3	17	Clothing allowance	8.05
4	23	First - Aid	9.35

NOTE:

The expense related allowances in this Award have been varied to take into account movements in the Consumer Price Index up to and including the quarter ending September 2007.

3. This variation shall take effect from the first full pay period to commence on or after 7 December 2007.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

FRICION MATERIALS, &c., MANUFACTURE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1537 of 2007)

Before Commissioner Bishop

18 December 2007

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

PART A

Clause No.	Subject Matter
1.	Arrangement of Award
2.	Definitions
3.	Contract of Employment
4.	Hours
5.	Wages
6.	No Extra Claims
7.	Enterprise Consultation
8.	Allowances
9.	Review Committee.
10.	Training
11.	Shift Work Allowance for Shift Workers
12.	Overtime
13.	Sunday Work
14.	Meal Times, Meal Allowances and Crib Breaks
15.	Holidays
16.	Annual Leave
17.	Payment of Wages
18.	General Conditions
19.	Sick Leave
20.	Bereavement Leave
21.	Family Leave
22.	Redundancy
23.	Long Service Leave
24.	Attendance at Repatriation Centres
25.	Jury Service
26.	Accident Pay and Workers' Compensation
27.	Leave Reserved
28.	Enterprise Arrangements
29.	Anti-Discrimination
29A.	Traineeships
30.	Area Incidence and Duration

PART B

Annexure A - Skill Levels

Annexure B - Chargehands Job Description

2. Definitions

- (i) Weekly employee shall mean a person employed and paid by the week.
- (ii) Casual employee shall mean an employee engaged and paid as such, for a period of less than one week.
- (iii) Rostered day off shall mean a day the employee is to be granted off so as to allow an average of thirty eight ordinary hours of work per week over a full roster cycle.
- (iv) A Chargehand shall mean an employee, appointed as such who in addition to performing his or her normal work, has the specific responsibility for supervising the work of other employees in the day-to-day running of the area for which they are responsible. (See Annexure "B").
- (v) A Senior Chargehand shall mean an employee appointed as such who, in addition to performing the work of a Chargehand shall have additional duties to perform in relation to assisting in the co-ordination of work flow across all areas of the factory, the allocation of personnel to each area, the commencing and ceasing of the factory's operation on a daily basis. (See Annexure "B").
- (vi) Union shall mean the Australian Liquor Hospitality and Miscellaneous Workers Union, NSW Branch.

3. Contract of Employment

- (i) Employment shall be on a weekly or casual basis.
- (ii) A week's notice shall be given on either side at any time to terminate the employment of a weekly employee or the employer shall pay a week's pay in lieu of notice or the employee shall forfeit a week's pay in lieu of such notice.
- (iii) The employment of a casual employee may be terminated by one hour's notice.
- (iv) Nothing contained within this clause shall be construed so as to limit the rights of an employer to dismiss an employee without notice, for misconduct or to deduct from the employee's wages any time absent from duty in any one week unless such absence is sanctioned by this award or is permitted by the employer.
- (v) In the event of the work of the factory or workshop being stopped by a breakdown of machinery or by fire or as a result of strikes or any other stoppage beyond control of the management all weekly employees who present themselves for work shall be found work for that day or shall be paid one day's wages in lieu thereof. The employer may, when such breakdown or stoppage occurs, give notice to the employees that their services shall not be required on the following day. The employees shall not be entitled to any further payment in respect of any further days on which they are out of employment by reason of such breakdown or stoppage.
- (vi) For the purpose of calculating service or continuity of employment in respect of long service leave, annual leave and/or sick leave payments under this award any break of employment, occasioned by the operation of subclause (v) of this clause, shall be disregarded.
- (vii) Statement of Service: Upon request by an employee, the employer shall give an employee a signed statement of service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the employee was employed.
- (viii) Employees covered by this award shall perform all work within their skill, competence and training including work which is incidental or peripheral to their main tasks or functions.

4. Hours

- (i) Day Workers: The ordinary hours of labour exclusive of meal times shall be an average of thirty eight (38) hours per week over a full roster cycle and shall not exceed eight hours per day, Monday to Friday, inclusive, between the hours of 6.50 am, and 4.30 p.m.

- (ii) Shift Workers:
- (a) The ordinary working hours of employees shall not exceed an average thirty eight per week over a full roster cycle; in each case the shifts shall not exceed eight hours.
- (b) A shift shall be known and shall be regarded as being wholly within the day upon which it commences even though part of such shift may carry over into the following day: Provided that all ordinary time worked on a shift, the greater part of which falls on a Saturday, shall be paid at the rate of time and one half. Such extra rates shall be in substitution for and not cumulative upon the shift allowance prescribed in clause 8 this award.
- (c) An employee who has completed a period of work, including overtime shall not recommence duty before at least eight hours have elapsed.
- (iii) The ordinary hours of work shall be notified in writing to employees in a conspicuous place at the employer's place of work. The starting and finishing times of all employees when once fixed shall not be altered without seven days' notice to the employees concerned: Provided that, by mutual agreement between the employer and the Union and/or Union delegate, the starting and finishing times may be altered without such notice being given.

5. Wages

- (i) Adult Employees: The following minimum rates of pay shall be paid:

Grade	Rate Per Week \$
Level 1	562.60
Level 2	567.60
Level 3	572.60
Level 4	580.60
Level 5	592.60
Level 6	605.00
Level 7	622.00
Chargehand	629.00
Senior Chargehand	662.00

- (ii) The levels contained in subclause (i) are based on the holding of basic, intermediate and advanced skills as set out below. A full list of such skills is attached to the award as Annexure A.

Level 1: Three basic skills.

Level 2: Four basic skills and one intermediate skill.

Level 3: Six basic skills and two intermediate skills - Provided that one of the intermediate skills should be from the following:

Automotive:

Operating various hot presses;
 Operating cold mould press;
 Operating extruder;
 Operating radial drill; or
 Matching and inspecting disc pad sets.

Railway:

Deflashing and branding blocks;
 Carrying out coil changes on 120-ton press; or
 Manufacture of various friction dusts.

Level 4: Six basic skills, three intermediate skills and one advanced skill. Provided that any advanced skill may be held but the intermediate skills held must be complementary to that advanced skill.

Level 5: Six basic skills, four intermediate skills and two advanced skills OR Forklift Operator, (where driving a forklift is the major function of an employee). Provided that one of the advanced skills should be from the following:

Automotive:

Raw materials mixing;
Cutting liners to length and grinding them to width (manually); or
Operating large hot moulding press.

Railway:

Manufacturing of resin;
Carrying out die changes on the 120 and 80 ton presses; or
Operating auto biscuit press and curing ovens.

Level 6: Six basic skills, six intermediate skills and three advanced skills. Provided that the advanced skills are from at least two areas of the factory, e.g.

Automotive:

1. Setting up and operating an N.C. drill;
2. Raw materials mixing.

Railway:

1. Weigh raw materials;
2. Carry out die changes on the 120 and 60 ton presses,

Level 7: Six basic skills, eight intermediate skills and four advanced skills. Provided that the advanced skills are from at least Three areas at the factory, e.g.

Automotive:

1. Operating flat sheet biscuit and multi-platen press;
2. Setting and operating gas frames and electric oven;
3. Operating Automatic biscuit press.

Railway:

1. Operating hot mould presses;
2. The manufacture of resin; or
3. Carrying out die changes on the 120 and 80 ton presses.

(iii) Implementation of skills structure:

1. The classification of new employees will be based on skills acquired.
2. The classification of existing employees will be based on an assessment of the skills currently held.

3. Probationary Period:
 - (a) When an employee is transferred to a higher skill level that transfer shall be subject to a probationary period of one month's satisfactory performance of skills at that level.
 - (b) New employees will be hired on the basis of one month of a probationary period of satisfactory performance of skills at the level at which they were hired.
 4. All employees will assist other employees in gaining new skills and carry out training of such employees as required.
 5. It is not compulsory that existing employees increase their individual skill levels.
 6. New employees will be required to acquire additional skills over and above those skills in level one.
 7. An employee acquiring new skills (or assessed as currently holding certain skills) will be required to exercise such skills to be paid at the appropriate skill level.
 8. A Review Committee will be established - see Clause 9, Review Committee.
 9. All employees will be given the opportunity to acquire new skills on a fair and equitable basis subject to the requirement of the company that certain skills must be acquired and carried out at each skill level.
- (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may 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.

6. No Extra Claims

It is a term of this award arising from the decision of the Industrial Commission of New South Wales in the State Wage Case May 2001 IRC 3025 of 2001 that the union undertakes, not to pursue any extra claims, award or over-award, except where consistent with the State Wage Case principles.

7. Enterprise Consultation

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

8. Allowances

- (i) First Aid Allowance: An employee appointed to act as a first aid attendant in addition to normal duties shall be paid an additional allowance of \$2.76 per day or shift.
- (ii) Boiler Attendant Certificate: An employee required to hold a Boiler Attendants Certificate shall be paid an additional \$16.20 per week.
- (iii) All employees engaged in the periodic cleaning of the dust collection filtration plant shall be paid 76 cents per hour extra whilst so engaged.
- (iv) All employees engaged in handling pigmented oxide shall be paid 37 cents per hour extra whilst so employed.

- (v) Casual employees shall be paid at the rate fixed for the level at which they are classified plus 20 per centum.
- (vi) The minimum rates of pay for junior employees shall be the following percentages of the appropriate rate of pay prescribed for Level 1 in subclause (i) of Clauses 5, Wages.

	Percentage
(a) Day Work-	
Under 16 years of age	80
At 18 years of age and over	100
(b) Shift Work-	
Under 18 years of age	95
At 18 years of age and over	100

- (c) The rates prescribed in paragraphs (a) and (b) of this subclause, shall be calculated to the nearest five cents. In adjusting such rates any result in the final calculation below 2.5 cents to be disregarded.

9. Review Committee

- (i) A Review Committee will be established consisting of three (3) elected shop floor personnel covered by this award; an appropriate foreman from each site and a Representative from Management who will chair the meeting.
- (ii) The Review Committee shall have the following responsibilities:
- (a) to evaluate and assess any new skills that may be introduced; and
 - (b) to re-evaluate existing skills where significant changes occur to such skills;
 - (c) to re-assess individual employees who may seek to have their initial assessment upon implementation of the skills structure contained in Clause 5, Wages reviewed. Such review to take place no earlier than three months from the date of operation of this award;
 - (d) to review the recommendations from Chargehands for the re-grading of employees under their supervision and from those recommendations make a final determination.
- (iii) The Review Committee will also review the Training Programme which will be introduced to enable the implementation of the skills structure contained in Clause 5, Wages.
- (iv) All minutes of the Review Committee will be posted on the Factory notice board.
- (v) Decisions of the Review Committee will be final provided that in the event of a serious dispute the Management and the Union shall be involved in resolving the matter.

10. Training

- (i) All employees covered by this award will be required to undertake training, as nominated by the employer appropriate to their skill levels or in order to be transferred to a higher skill level.
- (ii) Where possible such training shall be carried out on day shift during employees ordinary working hours.
- (iii) Employees may be transferred from afternoon shift to day shift to undertake specified training. Such transfer to be without loss of pay.

- (iv) An employee may be required to undertake training for up to two hours prior to the commencement of shift or up to two hours after the completion of a shift. Such time to be treated as time worked and paid for at ordinary time rates of pay and the provisions of clause 12, Overtime, shall not apply to such time worked nor shall the provisions of clause 14, Meal Times, Meal Allowances and Crib Breaks.

After completion of any scheduled training on a daily basis, each employee shall be given at least 8 hours off duty (excluding travelling time) before there is a requirement to resume ordinary hours. Provided that where an employee is rostered to work on the shift on which such training is undertaken then the said employee shall resume normal duties until the completion of such shift.

- (v) Relief arrangements for training purposes shall be organised at the discretion of the company.
- (vi) Where training is conducted off site during normal working hours such time shall be treated as ordinary time worked. Provided that reasonable travelling expenses shall be paid.
- (vii) Where an employee is required to undertake a course at a TAFE College outside normal working hours such time shall not count as time worked, however, any reasonable expenses associated with such course shall be paid by the employer, Provided that where necessary shift workers shall be granted time off to attend such a course where it is held during an employee's rostered shift. Such time to count as time worked.
- (viii) Rostered Days Off may be re-scheduled to fit in with training schedule by mutual agreement between the company and the employee.

11. Shiftwork Allowance for Shiftworkers

- (i) Adult shift workers on afternoon shift shall be paid \$19.36 per shift and on night shift \$22.12 in addition to the rates payable under this award.
- (ii) Adult shift workers who do not work day shift in regular rotation or who work permanent afternoon or night shift, shall in addition to the rates prescribed in subclause (i) of this clause be paid \$4.85 for afternoon shift and \$11.07 for night shift over and above the relevant rotating shift rate specified in subclause (i).

12. Overtime

- (i) All time worked in excess of the hours mentioned in clause 4, Hours, of this award, or outside the starting and finishing times prescribed herein or on the rostered day off shall be paid for at the rate of time and a half for the first two hours and at the rate of double time thereafter. Provided that a day worker called upon to commence duty between midnight and 6.30 am, shall be paid at the rate of double time for all time worked during the said period,
- (ii) An employee required to work overtime during the weekend, Saturday and/or Sunday, or on holidays, except in the case of breakdowns, shall be given, where possible, at least three days' notice that there will be a requirement to so work.
- (iii) All time of duty on a Saturday shall be paid for at overtime rates with a minimum payment of four hours at such rate; Provided that such minimum payment shall not apply to overtime worked as a continuation upon ordinary hours on Friday.
- (iv) If, after having completed his/her ordinary day's work and after the signal terminating the shift has blown, an employee is then informed of the requirement to work overtime he/she shall be paid at the appropriate overtime rate with a minimum of two hours.
- (v) When an employee, after having worked overtime or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with a conveyance to the nearest possible public transport or shall pay the employee's current wage for the time reasonably occupied in reaching home.

- (vi) An employee recalled to work after having left the factory site shall be paid a minimum of four hours pay at the appropriate overtime rate.

13. Sunday Work

All time of duty on a Sunday shall be paid for at the rate of double time with a minimum payment of four hours at such rate.

14. Meal Times, Meal Allowances and Crib Breaks

- (i) Day workers shall be allowed not less than thirty minutes nor more than forty five minutes for a meal between 12 noon and 1.30 p.m.
- (ii) Shift workers shall be allowed twenty minutes for crib and such times shall be counted as time worked. Crib time shall be taken in such a way so as not to interfere with production being carried on.
- (iii) When the meal or crib times have once been fixed then they shall not be altered without one week's notice to the employees concerned; Provided that the week's notice may be dispensed with by agreement between the employer and the Union and/or the Union delegate.
- (iv) Subject to the provisions of subclause (ii) and (iii), of this clause, an employee who works during a meal or crib time ate of time and one half for the time so worked and such payment shall continue until a meal or crib break is allowed.
- (v) An employee required to work overtime of two hours or more before or after the usual ceasing time shall be paid \$7.43 for the first meal and \$6.90 for each subsequent meal which will apply after every additional four hours overtime unless suitable meals are provided by the employer. Should an employee be notified of the intention to work overtime and then not be called upon to do so, the employee shall be paid the sum of \$7.39.
- (vi) Where the period of overtime is to exceed 1.5 hours an employee prior to starting such overtime after working ordinary hours, shall be allowed a crib break of 20 minutes which shall be paid for at ordinary rates; or

An employee working overtime after working ordinary hours shall be allowed a crib break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib break.

- (vii) An employer and employee may agree to any variation of this clause to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

15. Holidays

- (i) The days upon which the undermentioned holidays are observed shall be holidays, viz; New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day together with all proclaimed or gazetted public holidays throughout the State and together with any special holiday declared in the Sydney Metropolitan area, and the picnic day of Union, which shall be held on a day to be determined each year by mutual agreement between the employer and the Union. For all employees, excepting casuals, the above holidays shall be deemed time worked in an ordinary working day and shall be paid for as such. For all time worked on holidays employees, other than casuals, shall be paid at one and a half times ordinary rates in addition to the payment referred to in this subclause with a minimum payment of four hours at such rate.
- (ii) In the event of employees rostered day off falling on a public holiday, the employer and the employee shall agree to an alternative day off to be substituted. Provided in the absence of agreement the day shall be determined by the employer.

- (iii) Casual employees shall be paid at double and a half ordinary rates for work done on the holidays prescribed by subclause (i), of this clause, with a minimum payment of four hours at such rate.

16. Annual Leave

- (i) See *Annual Holidays Act 1944*.
- (ii) Payment for annual leave taken by employees while continuing in employment pursuant to the provisions of subclause (i), of this clause, shall be at the ordinary pay rate applying under the NSW *Annual Holidays Act 1940* as amended, plus an additional annual leave loading of twenty per cent (20%).
- (iii) The employers reserve the right to have the four weeks' annual leave broken into two parts.

17. Payment of Wages

- (i) Wages shall be paid weekly on a day fixed by the employer other than a Saturday, a Sunday or a holiday.
- (ii) In the event that an employee, by virtue of the arrangement of ordinary working hours is rostered off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.
- (iii) Casual employees shall be paid within fifteen minutes of their services being dispensed with at the office of the place where the work has been performed.

18. General Conditions

- (i) Employees engaged in wet cleaning work shall be supplied with rubber knee boots or rubber ankle boots and when necessary with gloves. All employees shall be provided with not more than two pairs of overalls per year.
- (ii) No youth under eighteen years of age shall be allowed to lift or carry any material or package of more than 11.34 kilos of weight. (Note - See section 37 of the *Factories, Shops and Industries Act, 1962*, for the limitations upon weights that young persons may lift or carry).
- (iii) When regularly required to work in the open, employees shall be supplied when necessary with oilskins, hats and rubber boots.
- (iv) Conditions of Issue of Overalls:
 - (a) The employer shall insist that the conditions now applying to the issue of overalls to other workers in his/her employ shall operate, namely, that ownership of the overalls shall vest, at all times, in the employer, and that unserviceable suits shall be surrendered to the stores officer when requisitioning replacements.
 - (b) Laundering shall be the responsibility of the employer.
 - (c) The employer reserves the right to discontinue the issue of overalls in the event of any trafficking in or retention of same.

19. Sick Leave

- (i) Any employee with not less than three months' service who does not attend for duty by reason of personal ill-health shall be paid at the rate of pay herein provided for the actual time of non-attendance; Provided that the employee produces or forwards within twenty-four hours of the commencement of such absence from employment evidence satisfactory to the employer that non- attendance was due to personal ill-health.

- (ii) An employee shall not be entitled in the first year of employment of any period of service to leave in excess of five days of working time.
- (iii) An employee shall not be entitled during the second and subsequent years with the employer to leave in excess of ten days of working time.
- (iv) There shall be an unlimited accumulation of any untaken sick leave which shall be recorded and shall be paid to any employee who retires at age sixty or more with at least ten years of service with the Company.

20. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person prescribed in subclause (iii) of this clause. Where the death of a person prescribed by the said subclause (iii) occurs outside Australia the employee shall be entitled to one day bereavement leave, provided that such leave shall be extended to two days where the employee travels overseas to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide, to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to a death of a person prescribed for the purposes of personal carers leave as set out in subparagraph 21.1.3.2 of paragraph 21.1.3 of subclause 21.1 of clause 21, Family Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses 21.2, 21.3, 21.4, 21.5, and 21.6 of the said clause 21. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 20(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 21.1.3.2 of clause 21, Family Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

21. Family Leave

21.1 Use of Sick Leave

- 21.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21.1.3.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 19, Sick Leave of the award, for absences to provide care and support for such persons

when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

21.1.2 The employee shall, if required,

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

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

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

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

21.1.3.2 the person concerned being either:

21.1.3.2.1 a spouse of the employee; or

21.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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

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

21.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this clause:

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

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

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

21.1.3.3 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 persons relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure should be followed.

- 21.2 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 21.1.3.2 above who is ill or who requires care due to an unexpected emergency.
- 21.3 Annual Leave
- 21.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- 21.3.2 Access to annual leave, as prescribed in paragraph 21.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- 21.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.
- 21.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- 21.4 Time off in Lieu Of Payment For Overtime
- 21.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 21.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 21.4.3 If having elected to take time as leave in accordance with 21.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 21.4.4 Where no election is made in accordance with 21.4.1, the employee shall be paid overtime rates in accordance with the Award.
- 21.5 Make-Up Time
- 21.5.1 An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Award, at the ordinary rate of pay.
- 21.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- 21.6 Rostered Days Off
- 21.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 21.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 21.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and the employee, or subject to reasonable notice by the employee or the employer.
- 21.6.4 This subclause is subject to the employer informing the Union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

21.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 21.1.2 and 21.1.3.3 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 21.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

21A. Parental Leave

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

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

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

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

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

22. Redundancy

22.1 Discussions Before Terminations

22.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their Union.

22.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 22.1.1 hereof 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 terminations on the employees concerned.

22.1.3 For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, and 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 termination are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

22.2 Transfer To Lower Paid Duties

Where an employee is transferred to Lower paid duties for reasons set out in paragraph 22.1.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if his/her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

22.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 3, Contract of Employment, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph 22.1.1, shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
1 year or less	Nil
Over 1 year and up to the completion of 2 years	4 weeks' pay
Over 2 years and up to the completion of 3 years	6 weeks' pay
Over 3 years and up to the completion of 4 years	7 weeks pay
Over 4 years	8 weeks pay

Weeks Pay means the ordinary time rate of pay for the employee concerned.

Provided that severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employees normal retirement date.

22.4 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph 22.1.1 may terminate his/her or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

22.5 Alternative Employment

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

22.6 Time Off During Notice Period

22.6.1 During the period of notice of termination given by the employer for reasons set out in paragraph 22.1.1 an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

22.6.2 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 the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

22.7 Notice to Employment National and Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in paragraph 22.1.1, the employer shall notify Employment National and 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.

22.8 Superannuation Benefits

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under subclause 21.3, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only. If this superannuation benefit is

greater than the amount due under subclause 21.3 then the employee shall receive no payment under that clause.

22.9 Transmission Of Business

22.9.1 Where a business is before or after the date of this Award, transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transferee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:

22.9.1.1 the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission, and

22.9.1.2 the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee.

22.9.2 In this subclause "business" includes trade, process, business or occupation and includes part of any such business and transmission includes transfer conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

22.10 Mechanisation and Technological Changes

22.10.1 Notwithstanding any other provisions of this clause, whereon account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged, the employer terminates the employment of an employee who has been employed for the preceding 12 months, such employee shall be given three months' notice of the termination of employment; provided that, if the employer fails to give such notice in full:

22.10.1.1 the employee shall be paid at the rate specified for the employee's ordinary classification in clause 5, Wages, for a period equal to the difference between three months and the period of the notice given, and

22.10.1.2 the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the employer to summarily dismiss an employee for the reasons specified in subclause (iv) of clause 3, Contract of Employment, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employee's employment.

22.10.2 When an employer gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanism or technological changes, within 14 days thereafter the employer shall give notification in writing to the Industrial Registrar, the New South Wales Government Director of Vocational Guidance, the New South Wales Government Director of Technical and Further Education and the New South Wales Branch Secretary of Australian Liquor, Hospitality and Miscellaneous Workers Union, of the fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

22.11 Employees With Less Than One Year's Service

This clause shall not apply to employees with less than one years continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

22.12 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justified 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 for a period of less than 12 months.

22.13 Employers Exempted

Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees,

Incapacity To Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employers incapacity to pay.

23. Long Service Leave

See *Long Service Leave Act 1955*.

24. Attendance at Repatriation Centres

Employees, being ex-service personnel, shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment; provided that -

- (a) Such lost time does not exceed eight hours on each occasion;
- (b) payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each such visit;
- (c) the provisions of this clause will apply to a maximum of four such attendances in any year of service with any employer;
- (d) the employee produces evidence satisfactory to the employer that the employee is required to and subsequently does attend a repatriation centre.

25. Jury Service

- (i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages that would have been received in respect of the ordinary time that would have worked had the employee not been on jury service.
- (ii) An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

26. Accident Pay and Workers' Compensation

Employees absent from work and in receipt of Workers' Compensation shall be paid by their employing Company, in addition to any Workers' Compensation they receive in accordance with the *Workers Compensation Act 1987*, a subsidy of an amount to increase the Workers' Compensation payment received to the worker's weekly wage in accordance with the terms and conditions agreed between the employer and the Australian Liquor Hospitality and Miscellaneous Workers' Union, New South Wales Branch.

27. Leave Reserved

Leave is reserved to the Union to apply as it may be advised with respect to wages and conditions generally should the current wage fixing Principles cease to apply.

28. Enterprise Arrangements

Enterprise Arrangements - Parties -

- 28.1 As part of the Structural Efficiency exercise and as an ongoing process, improvements in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces. Union delegates at the place of work shall be involved in such discussions.
- 28.2 The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary provided that:
- 28.2.1 a majority of employees affected genuinely agree;
- 28.2.2 such arrangement is consistent with the State Wage Case Decision 1991.

Procedures to be followed -

- 28.3 The employer, the employees and the Union shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise. Where such discussions may involve matters requiring any award variation, the Union shall be given 7 days notice of the broad details including the award area/s likely to be affected, and shall be invited to participate in negotiations. Such invitation shall be in writing and addressed to the Secretary of the Union.
- 28.4 All employees will be provided with the current award provisions.
- 28.5 Any agreement reached shall be committed to writing and shall include a date of operation and a date of expiration.
- 28.6 The agreement shall be signed by the employer, the authorised representatives of employees or the Union and a copy shall be sent to the Secretary of the Union and to the executive officer of the relevant employers association.
- 28.7 Where an objection is raised the parties should confer in an effort to resolve their different views. If the matter is not resolved in that way the Union or employer may make application to vary the award to facilitate the agreement. Such application may be made to the Industrial Commission of New South Wales or the Friction Materials, &c. (State) Industrial Committee.
- 28.8 The Union and/or employer's association/s shall not unreasonably oppose any agreement reached under this clause.
- 28.9 The agreement shall be consistent with the enterprise agreements principle of the State Wage Case Decision 1991.
- 28.10 If no party objects a consent application shall be made to the Industrial Commission or the Friction Materials, &c. (State) Industrial Committee to have the agreement approved under the enterprise agreements principle.
- 28.11 Where an arrangement is approved by the Industrial Commission or the said Industrial Committee and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the

arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in a schedule to this award.

28.12 Such arrangement when approved shall be displayed on a notice board at the enterprise.

28.13 Under the terms of this clause any award matter or condition of employment can be raised for discussion.

No existing employee shall suffer reduction in entitlements to earnings, award or over-award, for working ordinary hours of work, as the result of any award changes made as part of the implementation of the arrangement,

29. Anti-Discrimination

29.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

29.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

29.4 Nothing in this clause Is taken to affect:

29.4.1 any conductor act which is specifically exempted from anti-discrimination legislation;

29.4.2 offering or providing junior rates of pay to persons under the age of 21 years:

29.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.

29.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

NOTES

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

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

"Nothing in 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."

29A. Traineeships

As to traineeships for persons covered by this award, see the Training Wage (State) Award 2002 published 26 September 2003 (341 I.G. 569) or any successor thereto.

30. Area. Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Friction Materials, &c., Manufacture (State) Award 25 July 2003 (340 I.G. 646) and all variations thereof. It shall apply to all employees of the classes herein mentioned engaged in or in connection with the manufacture of brake linings, disc pads, clutch facings or other friction materials for automotive or other industrial applications in the State, excluding the County of Yancowinna, within the jurisdiction of the Friction Materials, &c.(State) Industrial Committee.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 18 December 2007.

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

PART B

ANNEXURE A

Skill Levels

For the purposes of clause 5, Wages, the following skills shall apply:

Rail Section

Advanced:

- Operating Auto Biscuit Press and Curing Ovens.
- Carrying Out Die Changes on the 120 Ton and 80 Ton Presses.
- The Manufacture of Resin.
- Weighing Raw Material.
- Driving a Forklift.
- Mixing Materials.
- Operating Hot Mould Presses.

Intermediate:

- Carrying Out Coil Changes on 120 Ton Press.
- Operating Heat Treatment Paint.
- Operating and Setting Disintegrator.
- Operating Disc Pad Press.
- Manufacture of Various Friction Dust.
- Operating Degreaser.
- Deflashing and Branding Blocks.

Basic:

- Operating Slating Machine.
- Operating Manual Biscuit Press.
- Operating N/C Drill.
- Operating and Setting Hammer Mill.
- Cleaning Degreaser.
- Operating 80 Ton Press.
- Operating Rumbler.

Automotive Section

Advanced:

- Cutting liners to length, grinding them to width (manually).
- Setting up and operating an N/C Drill.
- Operating Flat sheet Biscuit and Multi Platen Press.
- Cutting Liners to length and slitting them to width (Automatically).
- Inspecting and Branding Industrial and Commercial Products.
- Operating Large hot mould Press.
- Setting and Operating Gas Frame and Electric oven.
- Raw Materials Mixing.
- Operating Automatic Biscuit Press.
- Driving a Forklift.

Intermediate:

- Operate Radial Drill.
- Grinding and trimming flat sheet.
- Grinding Disc pads on the Blanchard and Parkin Grinders.
- Operate Calender Rolls.
- Matching and inspecting Disc Pads sets.
- Grind Roll (Automatic).
- Grinding Inside and Outside of Rolls (Manually).
- Operating Extruder.
- Operating Various Hot Presses.

Operating Cold Mould Press.
Operating Blender M.M.
Assembler Stair Tread.
Fitting Hardware and Wear Indicator.
Gasket and Paint.

Basic:

Operating Roller Coat Machine.
Operating Manual Biscuit Press.
Operating Band Saw.
Operating Grooving Machine.
Operating Width Grinding Machine.
Operating Hammer Mill.
Rolling Coils.
Drilling Backplates.
Loading and Operating Stone Abrade Machine.

ANNEXURE B

Chargehands Job Description

Definition:

A Chargehand shall mean an employee, appointed as such who in addition to performing his/her normal work, has the specific responsibility for supervising the work of other employees in the day-to-day running of the area for which they are responsible.

Examples of specific duties are:

- (i) Instructing persons under their supervision in the order in which work is to be carried out.
- (ii) Ensuring the quality of work leaving their area is to the highest standard.
- (iii) Ensuring that all records of work performed, materials used and attendance of employees under their control are recorded in the correct way.
- (iv) Provided the necessary training in order that the work in their area will be performed correctly and expediently.
- (v) Ensure that the workplace under their control is safe and without risk to health and that the behaviour of all persons in the workplace is safe and without risk to health. More specifically, they shall always be expected to detect any unsafe or unhealthy condition or behaviour and if they do not have the necessary authority to undertake remedial action, to a Supervisor or Manager who does have the necessary authority.
- (vi) Propose any re-grading or employees under their control.

Senior Chargehands Job Description:

Definition:

A Senior Chargehand shall mean an employee appointed as such who, in addition to performing the work of a Chargehand (see Chargehand Job Description - (i) - (vi) shall have the addition duties of:

- (i) Assisting in the co-ordination of work flow across all areas of the Factory.
- (ii) Assist in the allocation of personnel to each area.
- (iii) Perform such duties as necessary in order to start the Factory's operation in the morning and stop it at the end of the final shift of the day.
- (iv) Have the responsibility of securing the Factory after the final shift or unlocking the Factory at the start of the first shift and reporting any problems with security to their Superior.

FRICITION MATERIALS &c. (STATE) INDUSTRIAL COMMITTEE

Industries and Callings -

Employees engaged in or in connection with the manufacture of brake linings, disc pads, clutch facings or other friction materials for automotive or other industrial applications in the State, excluding the County of Yancowinna.

excepting -

Engine-drivers and firemen, greasers, trimmers, cleaners and pumpers engaged in or about the driving of engines, electrical and oil-driven cranes (including mobile cranes), winch and motor drivers; Carters, grooms, stablemen, yardmen and drivers of motor arid other power propelled vehicles; and storemen and packers;

and excepting employees of -

The Council of the City of Sydney.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

MARGARINE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1543 of 2007)

Before Commissioner Bishop

5 February 2008

PART A

Clause No.	Subject Matter
1.	Hours
2.	Rates of Pay
3.	Casual Labour
3A.	Secure Employment
4.	Mixed Functions
5.	Overtime
6.	Meal Breaks
7.	Meal Allowances
8.	Sunday and Holiday Rates
9.	Recall
10.	Holidays
11.	Sick Leave
12.	Bereavement Leave
13.	Jury Service
14.	Annual Leave
15.	Long Service Leave
16.	Payment of Wages
17.	Termination of Employment
18.	Redundancy
19.	First-aid and Safety
20.	Personal/Carer's Leave
20A.	Parental Leave
21.	Rest Periods
22.	Amenities
23.	Protective Clothing
24.	Superannuation
25.	Grievance Procedure
26.	Anti Discrimination
26A.	Deduction of Union Membership Fees
26B.	Traineeships
27.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

1. Hours

- (i) The ordinary hours of work prescribed herein shall not exceed 12 on any one day; provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between the employer, each individual employee and/or the majority of employees in the plant or work section or sections concerned.
- (ii) The ordinary hours of work, exclusive of meal times, shall be an average of 38 per week, Monday to Friday, worked as follows:
 - (a) The hours to be worked will be between the span of hours 6.00 a.m. to 6.00 p.m.
 - (b) Once having been fixed, the time for commencing and finishing work shall not be altered without at least seven days' notice to the employees concerned or by mutual agreement between the employer and such employees. Where the majority of the employees and the employer so agree, the starting time may be varied to an earlier time.
 - (c) The daily hours prescribed by paragraph (a) of this subclause may be altered by any employer with the consent of The Australian Workers' Union, New South Wales.
- (iii) Except as provided in subclauses (v) and (vi) of this clause, the 38-hour average week may be implemented in any one of the following ways:
 - (a) by employees working less than eight ordinary hours each day;
 - (b) by employees working less than eight ordinary hours on one or more days each week;
 - (c) by fixing one weekday on which all employees will be off during a particular work cycle; or
 - (d) by rostering the employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- (iv) The method of working a 38-hour average week shall be at the discretion of the employer, who shall nominate which method prescribed in subclause (iii) of this clause shall apply. However the employer shall not subsequently alter the method of implementation without advising the employee subject to the alteration at least seven days in advance of the date on which the altered method of implementation is to take effect.
- (v) Subject to the provisions of subclauses (i) and (ix) of this clause, should the employer and the majority of employees in any establishment agree, the ordinary working hours may exceed eight on any day to enable a weekday off to be taken more frequently than would otherwise apply.
- (vi) Different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- (vii) Except as provided in subclause (viii) of this clause, in cases where an employee, in accordance with paragraphs (c) and (d) of subclause (iii) of this clause, is entitled to a day off during the employee's work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday to be taken off.
- (viii)
 - (a) An employer, with the agreement of the majority of employees in any establishment, may substitute the day an employee is to take off in accordance with paragraphs (c) and (d) of subclause (iii) hereof for another day in the case of a breakdown in machinery, a failure or shortage of electric power to meet the requirements of the business, in the event of rush orders, or some other emergency situation.

- (b) An employee who is required by the employer to work on the scheduled day off in circumstances other than those in paragraph (a) of this subclause shall be paid overtime rates or be granted an alternative day off. Such choice shall be at the option of the employee.
 - (c) An individual employee, with the agreement of the employer, may substitute the day to be taken off for another day.
 - (d) An employer may hold up to a maximum of five days accrued in accordance with paragraphs (c) and (d) of subclause (iii) of this clause. The accrued days are to be taken at a time mutually agreed between the employer and the employee.
- (ix) Shift Work-
- (a) Definitions
 - "Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight.
 - "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 am.
 - "Rotating Shifts" means a rostering system whereby shifts change from week to week.
 - (b) The ordinary hours of shift workers shall be fixed by mutual agreement between the employer and the employee concerned, but shall not exceed 76 hours in any period of two consecutive weeks, or 114 hours in any period of three consecutive weeks, or 152 hours in any period of four consecutive weeks.
 - (c) Where the employees are working shift work, the ordinary working hours on any shift shall not exceed eight.
 - (d) The shift system shall provide for rotating shifts.
 - (e) Shift workers shall be allowed a break of at least 20 minutes for the purposes of a crib, such time to be counted as time worked, but the crib time shall be taken in such a way so as not to interfere with work being carried on.

2. Rates of Pay

- (i) Adult Employees - For work done during ordinary hours, an adult employee shall receive a base rate of pay assigned to the particular classification as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

An employee's total rate of pay is inclusive of the rate of pay as set out in the said Table 1 and any applicable allowance as set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- (ii) Junior employees - The minimum rates of pay for junior employees shall be:

Percentage of the total wage
for "all others" in Part B per week

At 17 years of age	75
At 18 years of age	100

- (iii) Leading Hands - A leading hand appointed to be in charge of other employees shall be paid the amounts listed in Item 4 of the said Table 2, in addition to the rate prescribed by subclauses (i) and (ii) of this clause for the highest classification under his/her control.
- (iv) Employees required to remove grease, etc., from floors by using the Anderson Kerrick or similar steam method shall be paid an allowance in accordance with Item 1 of Table 2 in addition to their ordinary rate.

- (v)
 - (a) Employees engaged in cleaning pits, tanks, vats, sumps and/or drains shall be paid an allowance in accordance with Item 2 of Table 2.
 - (b) Employees who are required to perform the above class of work and are so continuously employed shall, in lieu of the rates prescribed in paragraph (a) of this subclause, be paid an allowance in accordance with Item 2 of Table 2.
- (vi) Clothing Allowance - Employees who are not supplied with boots and overalls by the employer, free of charge, shall be paid an allowance in accordance with Item 3 of Table 2.
- (vii) Shift Work -
 - (a) Employees on afternoon shift shall be paid 15 per cent and on night shift shall be paid 17.5 per cent in addition to their ordinary rates of pay, provided that a shift worker shall be paid at the rate of time and a half for all ordinary shift work performed on a Saturday. Such rate shall be in substitution for, and not cumulative upon, the shift allowance provided by this paragraph.
 - (b) Notwithstanding anything elsewhere contained in this subclause, employees required to work on a permanent afternoon shift shall be paid 15 per cent or, on a permanent night shift, 22.5 per cent in addition to the prescribed rate of pay.
- (viii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

3. Casual Labour

- (i) Casual labour shall mean labour engaged by the hour.
- (ii) The minimum rate to be paid to all adult employees engaged in casual labour shall be 15 per cent, in addition to the hourly equivalent of their respective rate, as classified, with a minimum payment of four hours.

(Notation: The New South Wales Annual Holidays Act provides that casual employees under this award are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave).

3A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

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

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

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

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

(d) Disputes Regarding the Application of this Clause

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

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

4. Mixed Functions

- (i) An employee transferred temporarily from a higher paid to a lower paid class of work or from a lower paid to a higher paid class of work, shall be paid not less than the rate of wages prescribed for the higher class of work during such temporary employment, subject to the provisions of subclauses (ii) and (iii) of this clause.
- (ii) An employee transferred temporarily to a higher paid class of work for two hours or more on any one day shall be paid the higher rate of wages for the whole of such day.
- (iii) An employee transferred temporarily to a higher paid class of work for 20 hours or more in any one week shall be paid the higher rate of wages for the whole of such week.

5. Overtime

- (i)
 - (a) All time worked in excess of the ordinary daily working hours prescribed in subclause (i) of clause 1, Hours, or in excess of the regular hours of shift workers, shall be deemed to be overtime and shall be paid for at the rate of time and one-half for the first two hours in any one day and double time thereafter:

- (b) However, continuous seven-day shift workers shall be paid double time for all work done outside the ordinary hours of their shifts.
 - (c) Each day's overtime shall stand alone.
- (ii)
- (a) When overtime is worked on a Saturday, the overtime rates shall be time and one-half for the first two hours and double time thereafter:
 - (b) However, an employee required to work overtime after finishing the employee's normal shift on a Saturday, in accordance with paragraph (a) of subclause (vii) of clause 2, Rates of Pay, shall be paid double time for such overtime.
- (iii) An employee working in place of another worker after having completed the said employee's own shift shall be paid overtime rates for such time worked.
- (iv)
- (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
 - (b)
 - (i) An employee (other than a casual employee), who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day so that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (ii) If, on the instructions of their employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double time rates until released from duty for such period and shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours, when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves."
- (v) The roster of an employee shall not be changed from one shift to another without 48 hours' notice of such change being given and, in the absence of such notice, overtime rates shall be paid until the expiry of such notice.
- (vi) An employee required to work any period of overtime on a Saturday shall receive a minimum payment of four hours at overtime rates.

Notation: The provisions of this award, in particular this clause, shall be read in conjunction with the *Occupational Health and Safety Act 2000*.

(vii) Reasonable Overtime

- (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

6. Meal Breaks

- (i) A meal period of at least 30 minutes shall be allowed each day, Monday to Friday, inclusive. No person shall work more than five hours without being given a break for a meal.
- (ii) All work done on the instruction of the employer during the recognised meal time shall be paid for under the award's overtime provisions until such meal break is allowed.

7. Meal Allowances

- (i) Any employee required to work overtime for any period in excess of one hour after the usual ceasing time either shall be supplied with a meal by the employer or shall be paid an allowance in accordance with Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and, if required to work in excess of four hours' overtime, either shall be supplied with a further meal or shall be paid an allowance in accordance with the said Item 5.
- (ii) This clause shall not apply when an employee has been notified the previous day of the intention to work overtime.
- (iii) If such an employee is notified on the previous day that he/she will be required to work overtime and, by reason of such notice has provided himself or herself with a meal and such overtime is cancelled, he/she shall be paid an allowance in accordance with Item 5 of Table 2.

8. Sunday and Holiday Rates

- (a) For all work performed on Sunday, an employee shall be paid at the rate of double time, with a minimum payment for four hours at double time.
- (b) For all work performed on the holidays prescribed by clause 10, Holidays, an employee shall be paid at the rate of double time and a half, with a minimum payment for four hours at double time and a half.

9. Recall

An employee, recalled from home to work overtime after having left the premises of the employer, shall be paid for a minimum of four hours at overtime rates.

10. Holidays

(i)

(a) The following days shall be holidays, namely;

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

or any other days which may be proclaimed as public holidays and observed as such. However, the day on which the Newcastle Show is held may be worked at ordinary rates even though such day is proclaimed as a public holiday.

(b) The first Monday in March each year shall also be a holiday as the picnic day of The Australian Workers' Union, New South Wales, provided that a picnic is held.

(c) An employer may require from an employee evidence of their attendance at the picnic and the production of the butt of the picnic ticket issued for the picnic shall be sufficient evidence of attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

(ii) No deduction shall be made from the wages of employees for such holidays; provided, however, that an employee absent the day before or the day after a holiday without reasonable excuse or without the employer's consent shall not be entitled to payment for such holiday.

11. Sick Leave

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

(i) The employee shall, as far as practicable, within 24 hours of the commencement of such absence, inform the employer of any inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(ii) The employee shall prove to the satisfaction of the employer, by the production of a medical certificate or other satisfactory evidence, that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.

(iii) Subject to subclauses (iv), (v) and (vi) of this clause, an employee shall be entitled to the following sick leave:

(a) An employee in the first year of service shall be entitled to five days' sick leave per year.

(b) An employee in the second year of service and thereafter shall be entitled to ten days' sick leave per year.

- (iv) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer, so that any part of the sick leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for an unlimited period.
- (v) An employee of Unilever Australia Pty Limited or Vegetable Oils Pty Ltd shall not be entitled in any one year (whether in the employ of one or more employers) to sick leave in excess of that laid down by subclause (iii), paragraphs (a) and (b) inclusive; provided that accumulated sick leave taken by the employee with the employer shall not be regarded as sick leave taken in the current year.
- (vi) Service before the coming into force of this award shall be counted as service for the purpose of qualifying thereunder.
- (vii) When an employee has completed three months' continuous service, that employee shall be entitled, retrospectively, to sick leave in accordance with this clause during that three months' continuous service.
- (viii) Vegetable Oils Pty Ltd is exempted from so much of this clause as will enable it to operate under an agreement between the said company and The Australian Workers' Union, New South Wales Branch, dated 19 April 1977, or any agreement replacing the said agreement."

12. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to two days bereavement leave without deduction of pay, on each occasion of the death of a person in Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to two days bereavement leave where the employee travels outside Australia to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will 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 subclause 20.1.3(ii) of clause 20, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses 20.2, 20.3, 20.4, 20.5 and 20.6 of the said clause 20. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 12(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 20.1.3 (ii) of clause 20, Personal/Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

13. Jury Service

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

14. Annual Leave

- (i) See *Annual Holidays Act 1944*.
 - (ii) Seven-day Shift Workers -
 - (a) In addition to their annual leave benefits prescribed by subclause (i) of this clause with regard to an annual holiday of four weeks, an employee who, during a year of employment with the employer with respect to which the employee becomes entitled to the said annual holidays, works as a continuous seven-day shift worker, shall be entitled to the additional leave as hereunder specified -
 - (1) If, during a year of employment, the employee has served the employer continuously as such seven-day shift worker, the additional leave with respect to that year shall be one week.
 - (2) Subject to subparagraph (4) of this paragraph, if, during a year of employment, the employee has served for only a portion of it as such seven-day shift worker, the additional leave shall be one day for every 36 ordinary shifts worked as a seven-day shift worker.
 - (3) Subject to subparagraph (4) of this paragraph, the employee shall be paid for such additional leave at the same rate and under the same conditions as provided in subclause (i) of this clause for their annual holiday of four weeks.
 - (4) Where the additional leave calculated under this subclause is or includes a fraction of a day, such fraction shall be discharged by payment only and such payment shall be at the rate outlined in subparagraph (3) of this paragraph.
 - (5) In this clause, reference to one week and one day shall include holidays and non-working days.
 - (b) Where the employment of a worker has been terminated and the employee thereby becomes entitled under section 4 of the *Annual Holidays Act 1944* to payment in lieu of an annual holiday, with respect to a period of employment, the employee also shall be entitled to an additional payment for three and one-third hours at the annual leave rate of pay with respect to each 21 shifts of service as such seven-day shift worker which the employee has rendered during such period of employment.
 - (c) In the case of an employee who was, at the commencement of their annual leave, employed as a seven-day shift worker as defined herein, one day shall be added to the employee's annual leave period in respect of any holiday prescribed by this award which falls within the period of annual leave to which they are entitled under this award.
- In addition to the foregoing, a seven-day shift worker who regularly works that 21st shift of his/her roster shall be paid the equivalent of time worked on that day when proceeding on annual leave.
- (iii) In addition to the entitlement accruing under subclauses (i) and (ii) of this clause during a period of annual leave, an employee shall receive a loading calculated on the rate of wage prescribed by clause 2, Rates of Pay.

The loading shall be calculated as follows:

- (a) Day Workers - An employee who would have worked on day work if not on leave - a loading of 17.5 per cent.
- (b) Shift Workers - An employee who would have worked on shift work, if not on leave - a loading of 17.5 per cent.

Provided that where the employee would have received shift loading, Saturday penalties and/or Sunday penalties as prescribed by this award had the employee not been on leave during the relevant period, and such loadings would have entitled the employee to a greater amount than the loading of 17.5 per cent, the shift loadings shall be added to the rate prescribed by the said clause 2 in lieu of the 17.5 per cent loading.

Alternatively, if the shift loadings would have entitled the employee to a lesser amount than the loading of 17.5 per cent, such loading of 17.5 per cent shall be added to the rate of wages prescribed by clause 2, in lieu of the shift loading.

15. Long Service Leave

See *Long Service Leave Act 1955*. Exemption: This clause shall not apply to Colgate-Palmolive Pty Ltd in respect of employees who are now or subsequently become members of the Colgate-Palmolive Pty Ltd Staff Superannuation Plan. Liberty is reserved to the parties to apply in respect of this exemption.

16. Payment of Wages

- (i) Wages shall be paid weekly on a day other than a Saturday, a Sunday or a holiday during working hours, such day not to be later than a Thursday; however, should such pay day fall on a Thursday which is a public holiday, such pay day shall be not later than one day prior to Thursday.
- (ii) The pay period shall close not more than two working days before the recognised payday. Any employee required to wait after the usual ceasing time to receive wages shall be paid at ordinary rates for all time kept waiting to be paid.
- (iii) Payment of wages may be made by cash, cheque or by electronic funds transfer to an individual employee's account at a financial institution mutually agreed upon.

17. Termination of Employment

- (i) After the first week's service all employees, other than casual employees, shall be paid by the week.
- (ii) Employment shall only be terminated by one week's notice on either side or by the payment or forfeiture of one week's wages in lieu thereof, provided that an employee may be discharged without notice at any time for misconduct or refusal of duty.

18. Redundancy

- (1) Application -
 - (i) This award shall apply in respect of persons employed in the classifications listed in Table 1 - Rates of Pay, of Part B, Monetary Rates.
 - (ii) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the term of paragraph (i) of subclause (4) of this clause.
 - (iii) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be 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.

- (iv) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(2) Introduction of Change -

- (i) Employer's Duty to Notify - Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

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

Provided that where this award makes provision for alteration, it shall be deemed not to have significant effect.

- (ii) Employer's Duty to Discuss Change -

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

(3) Redundancy - Discussions Before Terminations -

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

proposed terminations, the number and categories of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer.

(4) Termination of Employment -

(i) 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, mechanisation or structure, in accordance with paragraph (i) of subclause (2), Introduction of Change:

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

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

(b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.

(c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(ii) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with paragraph (i) of the said subclause (2):

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

(b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment shall be terminated by part of the period of notice specified and part payment in lieu thereof.

(c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(iii) Time Off During the Notice Period -

(a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(iv) Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause to which the employee would have been entitled

had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.

- (v) Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
 - (vi) Notice to Centrelink (or any relevant successor entity) - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
 - (vii) Centrelink Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by the Centrelink or any relevant successor entity.
 - (viii) Transfer to Lower-paid Duties - Where an employee is transferred to lower-paid duties for reasons set out in paragraph (i) of subclause (2), Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.
- (5) Severance Pay -
- (i) Where an employee is to be terminated pursuant to subclause (4), Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

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

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

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

- (c) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.
- (ii) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph (i) of this subclause will have on the employer.
- (iii) Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (i) if the employer obtains acceptable alternative employment for an employee.
- (6) Savings Clause - Nothing in this clause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industrial organisation of employees and any employer bound by this clause.

19. First-Aid and Safety

- (i) The employer shall provide and shall maintain a suitably equipped first-aid outfit at all places of work to which this award applies.
- (ii) Any employee appointed by the employer to perform first-aid duties shall be paid, in addition to the ordinary rate, an amount as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iii) Not less than two employees shall be employed hand-stacking full drums of 44 gallons capacity. They shall not be stacked more than one high, unless lifting gear is used.
- (iv) Not less than one employee, who is qualified to render first aid to the injured, shall be on duty and available to give any necessary treatment.

20. Personal/Carer's Leave

20.1 Use of Sick Leave -

20.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.1.3 (ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 11, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

20.1.2 The employee shall, if required,

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

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

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

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

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

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

Where the parties are unable to reach agreement the disputes procedure at clause 25, Grievance Procedure, should be followed.

20.2 Unpaid Leave for Family Purpose -

20.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 20.1.3 (ii) above who is ill or who requires care due to an unexpected emergency.

20.3 Annual Leave -

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

20.3.2 Access to annual leave, as prescribed in paragraph 20.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

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

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

20.4 Time Off in Lieu of Payment for Overtime -

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

20.4.2 Overtime taken as time off during ordinary-time hours shall be taken at the loaded time rate, that is, an hour multiplied by the appropriate overtime rate.

20.4.3 If, having elected to take time as leave in accordance with paragraph 20.4.1, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

20.4.4 Where no election is made in accordance with paragraph 20.4.1, the employee shall be paid overtime rates in accordance with the award.

20.5 Make-up Time -

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

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

20.6 Rostered Days Off -

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

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

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

This subclause is subject to the employer informing each union, which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union(s) to participate in negotiations.

20.7 Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 20.1.2 and 20.14 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 20.1.3 (ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

20a. Parental Leave

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

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

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

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

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

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

21. Rest Periods

A rest period of ten minutes, which shall be counted as working time, shall be allowed to all employees during both the morning and afternoon of each day, to be arranged at a time convenient to the employer.

22. Amenities

The employer shall provide adequate dressing room, washing and toilet accommodation in accordance with the requirements of the Occupational Health and Safety Legislation and regulation or any relevant successor legislation.

23. Protective Clothing, Etc.

- (i) Suitable waterproof coats shall be provided free of cost by the employer for the use of employees who are required to work in the open in wet weather. Such coats, when provided, shall remain the property of the employer.
- (ii) Where necessary, employees washing drums, handling acids or caustic soda shall be provided with suitable gumboots and/or gloves or goggles.
- (iii) Suitable protective clothing in the form of overalls, boots or shoes shall be supplied to an employee where the nature of the work requires such protective clothing to be worn.
- (iv) All protective clothing supplied under this clause shall remain the property of the employer and, if an employee leaves the employment of such employer without returning such protective clothing, the employer may deduct from any moneys owing at the time of termination an amount representing the value of such protective clothing not returned.

24. Superannuation

- (a) the Subject of Superannuation Contributions is Dealt With Extensively By Legislation Including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. the Legislation, as Varied from Time to Time, Governs the Superannuation Rights and Obligations of the Parties.
- (b) The employer shall be a participating employer in any of the following funds:
 - Australian Public Superannuation (APS)
 - Australian Superannuation Savings Employment Trust (ASSET)and shall participate in accordance with the Trust Deed of that fund.
- (c) The employer shall contribute to the Fund in accordance with the legislation provided that employer contributions do not fall below 3% of ordinary time earnings:

NOTATION: Employer contributions under relevant legislation are set at 7% until 30 June 2000, when they will increase to 8% and a final adjustment of 9% from 1st July 2002

- (d) The employer shall provide each employee upon commencement of employment with membership forms of the fund and shall forward the completed membership form to the fund as soon as practicable.
- (e) An employee may make contributions to the fund in addition to those made by the employer. Such employee may either forward their own contribution directly to the fund trustees or authorise the employer to pay into the fund from the employee's wage an amount specified by the employee.
- (f) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the fund from the employee's wages a specified amount in accordance with the Trust Deed and the rules of the fund.
- (g) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions as soon as practicable after the receipt of the authorisation.
- (h) All contributions shall be made at the completion of each calendar month, or at such other times and in such other manner as may be agreed in writing between the Trustee and the employer.
- (i) Ordinary time earnings shall be defined as including:
 - (i) Award classification rate
 - (ii) overaward payment
 - (iii) Shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime
 - (iv) Casual loading in respect to casual employees including 1/12th Annual Holiday Loading.

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

25. Grievance Procedure

The procedure for the resolution of industrial dispute will be in accordance with the *Industrial Relations Act 1996*. These Procedural steps are:

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

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

26. Anti Discrimination

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

Note:

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

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

26A. Deduction of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly, as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.
- (viii) The above variations shall take effect:
 - (a) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first full pay period to commence on or after 17 March 2003;

- (b) In the case of employers who do not fall within paragraph (a) above, but who currently make deductions other than Union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions), from employees' pay, or have in place facilities to make such deductions, from the beginning of the first full pay period to commence on or after 17 June 2003;
- (c) For all other employers, from the beginning of the first full pay period to commence on or after 17 September 2003.

26B. Traineeships

As to traineeships for persons covered by this award, see the Training Wage (State) Award 2002 published 26 September 2003 (341 I.G. 569) or any successor thereto.

27. Area, Incidence and Duration

- (a) This award shall apply to all employees classified herein and employed within the scope of the Industries and Callings of this award.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Margarine Makers (State) Award published 24 August 2001 (327 I.G. 163), as varied.
- (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 5 February 2008.
- (d) This award remains in force until varied or rescinded, the period for which it was made having already expired.

Industries and Callings

All persons employed in the manufacture of margarine in the State, excluding the County of Yancowinna; excepting employees employed in abattoirs, meat works, slaughterhouses and meat preserving works in the County of Cumberland; and excepting also engine drivers and firemen, greasers, trimmers, cleaners and pumpers engaged in or about the driving of engines, electrical crane, winch and motor drivers.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Former Rate \$	SWC 2007 \$	Total Rate \$
Refinery Operator and Process Operator (96%)	579.50	20.00	599.50
Assistant Refinery Operator and Seeding Plant Operator (92.4%)	564.50	20.00	584.50
Assistant Seeding Plant Operator, Assistant Process Plant Operator and Packaging Plant Operator (89%)	554.10	20.00	574.10
All Others (83%)	525.90	20.00	545.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2007 Amount \$
1	2(iv)	Removing grease by Anderson Kerrick or similar Steam method per hour	0.43	0.45
2	2(v)(a) 2(v)(b)	Cleaning pits, tanks, vats, sumps and/or drains per hour Continuously employed in the above per week	0.75 17.50	0.78 18.20
3	2(vi)	Clothing Allowance per week	2.30	2.35
4	2(iii)	Leading Hands (per week) (a) in charge of 3 to 6 employees (b) in charge of 7 to 10 employees (c) in charge of 11 to 15 employees (d) in charge of more than 15 employees	19.40 24.20 28.90 36.10	20.20 25.20 30.10 37.50
5	7(i)	Meal Allowance (a) in excess of 1 hours overtime (b) in excess of four hours overtime (c) with notice of overtime	8.50 8.50 8.50	8.80 8.80 8.80
6	19	First Aid Allowance per day or shift	2.45	2.55

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

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

MILK TREATMENT, &c., AND DISTRIBUTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1544 of 2007)

Before Commissioner Bishop

16 January 2008

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

Clause No.	Subject Matter
1.	Arrangement
2.	State Wage Case Adjustments
3.	Definitions
4.	Terms of Employment
5.	Hours
6.	Rates of Pay
7.	Promotion and Access to Training
8.	Shift Allowances
9.	Saturday and Sunday Shift Work
10.	Holidays
11.	Overtime
12.	Mixed Functions
13.	Employment of Assistants on Carts
14.	Booking
15.	Superannuation
16.	Redundancy
17.	Pay Day
18.	Protective Clothing
19.	Annual Leave
20.	Annual Holidays Loading
21.	Sick Leave
22.	Personal/Carer's Leave
23.	Bereavement Leave
23A	Parental Leave
24.	Long Service Leave
25.	References
26.	Jury Service
27.	Attendance at Repatriation Centres
28.	Anti-Discrimination
29.	Disputes Procedure
30.	Secure Employment
31.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. State Wage Case Adjustments

- (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. This adjustment 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.

3. Definitions

- (i) Milk carter shall mean an employee who ordinarily delivers milks or sells for cash to customers on any milk round from a cart, wagon, or any other description of vehicle, or conveyance, provided that such round consists of two or more customers daily, and who is in charge of such cart, wagon or other vehicle or conveyance and shall include an assistant of 21 years of age or over and, unless the context otherwise requires, a relief carter.
- (ii) Relief carter shall mean an employee who ordinarily acts as a carter upon any round in substitution for the usual carter but who may be called upon to inspect and to report upon the conditions of any round or the work of any carter.
- (iii) Casual employee shall mean an employee employed by the hour and paid by the hour.
- (iv) General relieving hand shall mean an employee doing the work of any other employee excepting milk carters on rounds whilst such employee is on holidays or is absent from work for any other cause.
- (v) Aseptic Plant Operator shall mean an employee responsible for the operation and cleaning of aseptic U.H.T. product fillers, general hygiene and sterility of U.H.T. packaging plant, sampling and examining U.H.T. packaged products and/or operation of U.H.T. sterilizing plant.
- (vi) Manufacturer's Gross Vehicle Mass (G.V.M.) shall mean the weight of a motor wagon and its load as specified by the manufacturer. It may be ascertained by reference to model specification plate attached to the vehicle or, failing this, reference to the N.S.W. Road Transport Authority, the manufacturer of the motor wagon or his agent.

4. Terms of Employment

- (i) The employment of employees, other than casual employees, shall be terminable by one week's notice given on any day by either side or by the payment or forfeiture of one week's wage in lieu of notice.
- (ii) Notwithstanding the provisions of subclause (i), of this clause, an employer may dismiss any employee without notice for malingering, neglect of duty, or misconduct, and in such cases wages shall be paid up to the time of dismissal only.
- (iii) Supervisors may assist where necessary in the production and distribution process, provided they do not do so in such a way as to take work from employees covered by the classifications appearing in clause 6, Rates of Pay, of this award.
- (iv) It is a term of this award that employees shall work reasonable overtime.
- (v) It is a term of this award that there shall be no demarcation within the areas of work covered by the classifications appearing in clause 6, Rates of Pay, of this award; that is, no restrictions on multi-skilling, relief, assistance, transfer within factory or establishment, operation of equipment and plant, etc.
- (vi) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

5. Hours

(i) Day Workers

- (a) The ordinary hours of labour for all day workers shall be forty per week and shall not exceed eight hours on any day. Such hours shall be worked between the hours of 6 a.m. and 5 p.m., Monday to Friday, inclusive.
- (b) A meal break of not less than one-half hour, nor more than one hour shall be given to all day workers within five (5) hours of commencing work provided that, in lieu thereof, a paid crib break totalling twenty (20) minutes may be given.

(ii) Shift Workers

- (a) The ordinary hours of labour shall not exceed eight (8) hours in any consecutive twenty-four (24) hours, nor forty (40) hours in any one week. Such hours shall be worked on not more than five (5) days in any one week.
- (b) Each shift worker shall be allowed twenty (20) minutes paid crib break during each shift worked; provided that a day shift employee may also be given a meal break of 30 minutes which shall not be counted as time worked.

(iii) Starting Times

- (a)
 - (1) Each employer shall fix a regular starting time or times for all employees. Such starting times and meal and other breaks may be staggered for different employees to facilitate the continuous running of plant and equipment.
 - (2) In the case of day workers, not more than one regular starting time shall be fixed in any one week for any employee.
 - (3) In the case of shift workers, not more than three regular starting times may be fixed in any one week for any employee.
 - (4) The employer shall notify the time or times so fixed by a notice, legibly written which shall be exhibited and shall be kept exhibited in some place accessible to the employees concerned.
 - (5) An employee's regular starting time/or times shall not be changed by the employer unless a week's notice has been given to the employee in writing or is exhibited as aforesaid (except in the case of those employees classified as relief hands).
- (b) Milk carters, milk carters' assistants, and assistants on carts shall not enter premises, where they obtain milk for delivery before 1.00 a.m. Milk carters, milk carters' assistants and assistants on carts shall not commence the delivery of milk to any person before the time fixed by the Milk Board, from time to time as the earliest times for the delivery of milk.
- (c) Except in cases of emergency, employees shall not be required to restart work after the completion of a shift until after the expiration of eight (8) hours.

(iv) Extended Shifts

Notwithstanding anything contained in this clause, by agreement between an employer, the union and the majority of employees in the depot or plant or work sections concerned, ordinary hours exceeding eight hours to a maximum of twelve hours may be worked, at the conditions to be agreed, subject to:

- (a) proper health and safety monitoring procedures being introduced;

- (b) suitable roster arrangements being made; and
- (c) proper supervision being provided.

6. Rates of Pay

(i) Adult Employees

The minimum rates of pay for any classification shall be as set out in Table 1 - Wages, of Part B, Monetary Rates, subject to the other provisions of the award.

NOTE: For the purpose of computing wages, overtime, etc., the additional amounts referred to in this clause form part of the said award rate of pay for the work performed. Articulated Vehicles, etc. - Drivers of scammels, semi-articulated vehicles or drivers of vehicles with a trailer attached shall, in addition to the ordinary classified rate of pay, be paid an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B.

(ii) Production Section Classification Definitions

Production Assistant

An employee appointed by the employer to this grade shall be required to perform any one or more of the functions within this grade:

- (a) General hand;
- (b) Loader, unloader;
- (c) Can washer;
- (d) By-products assistant;
- (e) Vat washer;
- (f) Trailer washer;
- (g) Milk receiver;
- (h) Bottle checker;
- (i) General relieving hand;
- (j) Weigher and measurer.

Plant Operator, Grade 1

An employee appointed by the employer to this grade shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Production Assistant.

- (a) Pasteuriser Operator (in training).
- (b) Tally, Record and Despatch Hand (Plants and Depots).
- (c) Automatic Intake Plant Operator responsible for ingredient intake and load out, completing log sheets, sampling and CIP of tankers and lines.
- (d) Automatic Processing Plant Operator responsible for weighing, addition and recording of ingredients and cleaning.

- (e) Automatic Packaging Plant Operator responsible for basic line set-up and operation, ordering materials, weight checking, correct product codes, package integrity, packaging according to schedule and cleaning.
- (f) Automatic In-Place Cleaning Operator responsible for basic CIP set-up and operation, completing cleaning log sheets and cleaning according to schedule.

Plant Operator, Grade 2

An employee appointed by the employer to this grade shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Plant Operator Grade 1 and Production Assistant.

- (a) Pasteuriser Operator (certificated) responsible for set-up and operation of pasteuriser(s) and associated equipment, completing log sheets and cleaning.
- (b) Tally, Record and Despatch Hand (Plants and Depots) responsible for routine daily computer input or depot ordering.
- (c) Automatic Intake Plant Operator responsible for raw ingredient intake and load-out, completing log sheets, sampling, CIP of tankers and lines, basic quality testing (temperature, taste, smell, appearance), milkoscan analysis, monitoring schedules and cleanliness.
- (d) Automatic Processing Plant Operator responsible for weighing, addition and recording of ingredients, cleaning, sampling, basic quality testing (temperature, taste, appearance, pH testing), completing log sheets, co-ordination with processing and packaging product requirements.
- (e) Automatic Packaging Plant Operator responsible for basic line set-up and operation, ordering materials, weight checking, correct product codes, package integrity, packaging according to schedule, cleaning, basic quality checking and recording (dye testing, appearance, taste, cap and bottle checking) and co-ordination of line staff (meal breaks).
- (f) Automatic In-place Cleaning Operator responsible for basic CIP set-up and operation, completing cleaning log sheets, cleaning according to schedule, monitoring chemical stocks and checking strength of CIP solutions.
- (g) Laboratory Operator

Plant Operator, Grade 3

An employee appointed by the employer to this grade shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Plant Operator Grade 2, Plant Operator Grade 1 and Production Assistant:

- (a) Control Room Operator responsible for co-ordinating product processing, ensuring ingredients and products are available to meet production schedules, liaising with laboratory on product formulations and approvals.
- (b) Aseptic Plant Operator.
- (c) ERCA Operator.
- (d) Pasteuriser Operator (certificated) responsible for chemical analysis of raw and processed product.
- (e) Tally, Record and Despatch Hand (depots) responsible for routine daily computer input, computer banking, computer stock control, depot rostering and depot ordering.

- (f) Laboratory operator responsible for regularly performing at least one-half of the laboratory's operations or operating a Bactoscan or similarly complex equipment.

(iii) Junior Employees

The minimum rates of pay for any classification shall be as prescribed in Table 1 - Wages.

- (a) The minimum rate of wages for milk carters' assistants and juniors on carts shall be as set out in Table 1.
- (b) The minimum rate of wages for an employee washing and filling bottles and all work in connection therewith and a junior laboratory employee shall be as set out in Table 1.
- (c) A junior required to perform any other duties for which a classification is provided in subclause (i) of this clause shall be paid the weekly rate of pay prescribed for such class of work.

(iv) Leading Hands

Employees employed as leading hands shall, in addition to the appropriate rates of pay, be paid an allowance as set out in Item 2 of Table 2.

(v) Charge Hands

An employee required to take charge of a depot for 2 hours or more on any day shall be paid as set out in Item 3 of Table 2, in addition to his/her ordinary rate of pay.

(vi) Casual Employees

- (a) For all ordinary time worked on any one day, except Sundays and public holidays, a casual employee, as defined, shall be paid at an hourly rate ascertained by dividing by 40 the weekly rate prescribed for an employee of the classification in which the employee works, plus 25 per cent.
- (b) For all ordinary time worked on a Sunday, a casual employee shall be paid at an hourly rate ascertained by dividing by 40 the weekly rate for the classification in which the employee is employed, plus 100 per cent.
- (c) For all time worked by a casual employee on a public holiday, the hourly rate shall be ascertained by dividing by 40 the weekly rate for the classification in which the employee is employed, plus 150 per cent.
- (d) Casual employees shall be guaranteed four hours of pay at the casual rate for each start.
- (e) All time worked by a casual which is in excess of eight ordinary hours in any one day or in excess of forty ordinary hours in any one week, shall be overtime and paid at the rate of time and one-half for the first two hours and double time thereafter. Provided that the overtime rate on a Sunday shall be that provided in paragraph (b) of this subclause and the overtime rate for a public holiday shall be that provided in paragraph (c) of this subclause.

(vii) First-Aid Allowance

An employee required to carry out first-aid duties shall be paid an additional allowance as set out in Item 4 of Table 2.

- (viii) Forklift drivers engaged in the loading and/or unloading of trailers shall be paid a loading as set out in Item 5 of Table 2.

(ix) Vendor Vehicles

Any employee in a Production Section classification required to move vendors' vehicles on any day shall be paid a flat amount as set out in Item 6 of Table 2, in addition to the employee's ordinary rate of pay.

(x) Any employee in a Production Section classification who possesses a T.A.F.E. Advanced Certificate or Associate Diploma shall be paid an additional allowance as set out in Item 7 of Table 2.

(xi) Employees of Australian Co-operative Foods Limited required to work in Cargon Vendor Distribution Depots shall be paid an allowance as set out in Item 8 of Table 2 when required to work in cold temperatures between - 1 degree C (30 degrees F) and 7 degrees C.

(xii) Employees of Australian Co-operative Foods Limited required to perform their entire shift within a fully enclosed refrigerated warehouse or fully enclosed refrigerated distribution depot, where temperatures are artificially reduced to below 5 degrees Celsius shall be paid an allowance as set out in Item 9 of Table 2, for each hour worked when so employed.

7. Promotion and Access to Training

(i) Promotion and access to training shall be offered on the basis of an assessment of ability by the employer, provided that in the case of equal ability, as determined by the employer, seniority shall apply.

(ii) Employees may be temporarily transferred for the purposes of training. Where this requires extra travelling the employee shall be reimbursed for all extra fares and shall be paid at ordinary- time rates for all extra travelling time.

8. Shift Allowances

(i) All employees working morning, day, afternoon or night shifts, as defined in this clause, shall be paid the following additional shift allowances:

(a) Morning Shift - the amount set out in Item 10(a) of Table 2 per shift.

(b) Afternoon Shift - the amount set out in Item 10(b) of Table 2 per shift.

(c) Night Shift - the amount set out in Item 10(c) of Table 2 per shift

(d) Permanent afternoon shift or permanent night shift - the amount set out in Item 10(d) of Table 2 per shift extra.

(ii) For the purposes of this clause:

(a) Morning shift shall mean a shift finishing after 9 a.m. at or before 2 p.m.

(b) Day shift shall mean a shift commencing at or after 6 a.m. and finishing at or before 5 p.m.

(c) Afternoon shift shall mean a shift finishing after 6.00 p.m. and at or before midnight.

(d) Night shift shall mean a shift finishing subsequent to midnight and at or before 9.00 a.m.

(iii) An ordinary shift or part thereof may be worked on a Saturday or a Sunday or any of the holidays mentioned in clause 10, Holidays, of this award, subject to the provisions for extra payment hereinafter contained; provided that such extra payment shall be in substitution for and not cumulative upon the shift allowances provided in subclause (i) of this clause.

9. Saturday and Sunday Shift Work

- (i) Rostered shift workers working on ordinary shift on a Saturday shall be paid at the rate of time and one-half; provided that all time in excess of eight (8) hours shall be paid at overtime rates.
- (ii) Rostered shift workers working an ordinary shift on a Sunday shall be paid at the rate of time and three-quarters; provided that all time in excess of eight (8) hours shall be paid for at double time.

10. Holidays

- (i) The following days shall be holidays and shall be paid for even though not worked, viz., New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour or Labour Day, Christmas Day, Boxing Day, and the picnic day of the Transport Workers' Union of Australia, New South Wales Branch, which shall be the second Wednesday in the month of May in each year, together with such other days as hereafter may be proclaimed as public holidays for the State.
- (ii) All time worked on any of the holidays prescribed by subclause (i), of this clause, shall be paid for at the rate of time and one-half with a minimum payment of eight (8) hours; provided that the rate for 25 December shall be double time.
- (iii) For all time worked on any of the holidays prescribed by subclause (i) of this clause, an employee shall be allowed equivalent time off work with a minimum of eight (8) hours on full pay. Such time off shall be given by the employer within three months after the work is performed. Where practicable an employee shall be given at least forty-eight hours' notice of the day or days upon which time off is to be taken. By mutual arrangement between the employer and the employee such time off may be added to the annual leave due to the employee and shall be paid for at ordinary rates.
- (iv) One day shall be added to the annual leave period of an employee whose rostered day off in any week falls on any of the holidays prescribed by subclause (i), of this clause, and who is not required to work on that day.
- (v) Where the employment of a worker has been terminated and the employee thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment the employee also shall be entitled to an additional payment for each day which has accrued to the employee under this clause at the employee's ordinary rate of pay.
- (vi) An employee may elect to accept payment in lieu of the additional annual leave as provided for in subclause (iii) of this clause. Such election must be made at the commencement of the employment or at the beginning of any holiday year. An election once having been made shall not be changed within twelve months except through unforeseen circumstances.

11. Overtime

- (i) Overtime Rate
 - (a) Except as provided for in clause 9, Saturday and Sunday Shift Work, and 10, Holidays, of this award, all time worked in excess of eight hours in any one day or in excess of forty hours in any one week or before the fixed starting time or after the fixed finishing time, shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter on any day or shift.
 - (b) An employee required to work overtime on a rostered day off, shall receive a minimum payment of four (4) hours at the appropriate rate.
- (ii) Meal Allowance
 - (a) An employee who is called upon to work overtime for 2 hours or more shall be allowed not less than thirty (30) minutes for a meal break or twenty (20) minutes for a crib in the case of a shift worker, which shall be taken immediately after the normal ceasing time.

- (b) An employee who has not been notified on the immediately preceding working day that the employee shall be required to work overtime on any day for more than 2 hours shall be provided with a meal by the employer or in lieu thereof shall be paid the sum set out in Item 11 of Table 2. An employee who has provided himself/herself with a meal after having been so notified and who then is not required to work after the normal ceasing time shall be paid the sum as set out in Item 11 of Table 2. A meal need not be provided under this clause nor need payment be made in lieu thereof if the employee is permitted to return to his/her home for a meal in question and the employee reasonably can do so.

(iii) Recall

An employee recalled for work shall be guaranteed and shall be paid for at the least four (4) hours' work for each start at the appropriate rates of pay. This clause shall also apply to an employee called upon to work before the employee's normal starting time, and whose overtime work does not continue up to such starting time.

12. Mixed Functions

- (i) An employee employed for two (2) hours or more of the employee's time on any one day or shift upon any classification other than that on which the employee regularly is employed and for which a higher rate of pay is provided shall receive such higher rate of pay for the whole of that day or shift.
- (ii) If so employed for less than two (2) hours of the employee's time on any day or shift in any such classification the employee shall receive such higher rate of pay whilst so employed.
- (iii) An employee who is required to perform work on any one day or shift for which a lower rate of wage than that of the employee's ordinary classification is prescribed shall suffer no reduction in pay in consequence of that requirement.

13. Employment of Assistants on Carts

No milk carter or relief milk carter shall employ any person to assist them in their duties either with or without pay nor shall they allow any person to assist them unless the person is paid by his/her employer. An employer knowingly shall not permit any milk carter or relief carter employed by them to employ or to allow any person to assist them in the performance of their duties other than a person employed and paid by the employer.

14. Booking

All booking of deliveries, sale and collection of tokens, obtaining corrected bills, arranging bills, payment in of moneys by employees and any work in connection therewith shall be deemed to be work and shall be paid for as such. Reasonable facilities shall be provided by the employer to permit such work being performed on the employer's premises. Employees shall be furnished within one week, with full and proper particulars of the amount alleged by the employer to be short.

15. Superannuation

See the Transport Industry (State) Superannuation Award (No.2), (328 I.G. 1056).

16. Redundancy

See the Transport Industry - Redundancy (State) Award, 318 IG 458.

17. Pay Day

- (i) Every employee shall be paid in cash or, where the employee agrees, by cheque or electronic funds transfer, provided that the employer may require all employees in a depot or plant to be paid by cheque or by electronic funds transfer after a majority of employees in the depot or plant are being paid by cheque or electronic funds transfer, and provided further that all new employees may be paid by electronic funds transfer.

- (ii) Immediately upon lawful termination of employment, except in the case of dismissal outside office hours, an employee, unless otherwise mutually agreed upon, shall be paid all wages including holiday pay, due to the employee. In the case of dismissal outside office hours wages due to the dismissed employee shall be available to the employee on the first office working day following his/her dismissal.
- (iii) An employee whose weekly days off fall on a pay day shall, where practicable, be paid the employee's wages, if the employee so desires, prior to going off duty on the day previous to the employee's day off. Provided that where it is not practicable to make such payment, the employer shall notify the union.

18. Protective Clothing

- (i) Employees who necessarily are exposed to wet conditions in carrying out their work shall be provided with protective clothing including rubber boots or rubber shoes or such other footwear as may be agreed between the employer and the employee.
- (ii) Wet weather clothing shall be made available to employees at their request, where they are required to pick up and/or deliver milk and/or perform other duties in the open.
- (iii) Where an employee is required to wear a uniform, it shall be provided by the employer. The uniform shall be laundered at the employer's expense or, alternatively, the employee paid a laundry allowance of as set out in Item 12 of Table 2 of this award.

19. Annual Leave

- (i) See *Annual Holidays Act 1944*.
- (ii) Provided that where a shift worker enters on a period of annual leave the employee shall receive in addition to the employee's holiday pay calculated in accordance with the Act such shift allowance pursuant to clause 8 - Shift Allowances, for ordinary shifts which the employee would have worked according to the shift roster if the employee had not been on annual holiday but excluding penalty rates prescribed by clause 10, Holidays, for ordinary time the shift worker would have worked on any of the holidays prescribed by the clause which occur during the annual holiday and which the shift worker would have worked if the shift worker had not been on annual holiday.
- (iii) Where a worker covered by clause 9, Saturday and Sunday Shift Work, enters upon a period of annual leave the employee shall receive, in addition to the employee's holiday pay calculated in accordance with the said Act, such penalties pursuant to clause 9, which the employee would have received according to the employee's normal working roster if the employee had not been on annual holiday.

20. Annual Holiday Loading

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes their annual holiday, or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period the employer shall pay the employee a loading determined in accordance with this clause. (NOTE The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vii)).
- (iii) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked), or where such a holiday is given and taken in separate periods, then in relation to each such separate period.

- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (v) at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday, together with, where applicable, the additional sums prescribed by clause 6, Rates of Pay, of this award but shall not include any other allowances, penalty rates, shift allowances, overtime rates or any other payments prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance, provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (vi) of this clause applying the award rates of wages payable on that day.
- (vii) Where, in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
 - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (vi) of this clause;
 - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to the employee under the Act such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to an annual holiday prior to the closedown as the employee's qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he became entitled, the employee shall be paid a loading calculated in accordance with subclause (vi) for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.
- (ix) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday, provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

21. Sick Leave

- (i) An employee with not less than three months' continuous service, who is absent from work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or default or from an injury arising out of or in the course of the employee's employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (a) the employee shall, within twenty-four hours of the commencement of such absence, inform the employer of the employee's inability to attend for duty, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence;
 - (b) the employee shall furnish to the employer such evidence as the employer reasonably may desire that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.

- (c) the employee shall not be entitled in any year (as defined), whether in the employ of one employer or several in the aforesaid industry in such year, to leave in excess of forty hours of ordinary working time. Provided that:
- (1) if the employee's employment continues with the one employer after the first year, the employee's sick leave entitlement shall increase to a maximum of eighty hours of ordinary working time at which figure it shall remain for each subsequent year of continued employment;
 - (2) if the employment of an employee who has become entitled to leave in accordance with provision (1) above is terminated for any reason, the employee shall not be entitled in the employ of any employer in the industry, in that year, to leave in excess of forty hours of ordinary working time.
- (ii) For the purpose of administering paragraph (c) of subclause (i) of this clause, an employer may, within two weeks of an employee entering the employee's employment, require an employee to make a statutory declaration or other written statement of the names of the employee's employers in the immediate preceding twelve months and the paid leave of absence on account of illness or injury the employee has had from any of those employers during the said period of twelve months and upon such statement the employer shall be entitled to rely and act.
- (iii) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer, so that any part of the sick leave entitlement which has not been taken by the employee may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- (iv) For the purpose of this clause continuous service shall be deemed not to have been broken by:
- (a) any absence from work on leave granted by the employer; or
 - (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee.
- (v) Year shall mean from 1 July to 30 June, in the next following year.

22. Personal/Carer's Leave

- (1) Use of Sick Leave
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 22(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 21, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at clause 29, Dispute Procedure, should be followed

(2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 22(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-Up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all-rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has member employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (7) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 22(1)(b) and 22(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 22(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

23. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave, without deduction of pay, on each occasion of the death of a person in Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to two days bereavement leave where the employee travel outside 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 (ii) of paragraph (c) of subclause (1) of Clause 22, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclause (2), (3), (4), (5) and (6) of the said Clause 22. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
- (a) Subject to the evidentiary and notice requirements in 23(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 22(1)(c)(ii) of clause 22, Personal/Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

23A. Parental Leave

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

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

(3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

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

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

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

24. Long Service Leave

See *Long Service Leave Act 1955*.

25. References

Each employer shall, if so requested, give to any employee on leaving his/her employment, a written certificate stating the length of time the employee had been in his/her employment.

26. Jury Service

- (i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect to the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had they not been on jury service.
- (ii) An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

27. Attendance at Repatriation Centres

Employees, being ex-service personnel, shall be allowed as time worked lost time incurred whilst attending repatriation centres for medical examination and/or treatment, provided that:

- (a) such lost time does not exceed four hours on each occasion;
- (b) payment shall be limited to the difference between ordinary wage rated from time lost and any payment received from the Repatriation Department as a result of each such visit;
- (c) the provisions of this subclause will apply to a maximum of four such attendances in any year of service with an employer;
- (d) the employee produces evidence satisfactory to the employer that he is required to and subsequently does attend a repatriation centre.

28. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object of in section 3(f) of the *Industrial Relations Act 1996 (NSW)*, to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- (iii) Under the *Anti-Discrimination Act 1977 (NSW)*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977(NSW)*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

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

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

29. Dispute Procedure

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

30. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months

shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

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

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation

and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

31. Area, Incidence and Duration

- (i) This award was published 5 July 1978 and reprinted 15 May 1985 (237 IG 669). The award took effect from the beginning of the first full pay period to commence on or after 26 October 1977 and remains in force, as varied, the nominal term of the award having already expired on 25 October 1978.
- (ii) This award shall apply to all employees employed in any of the classifications named in clause 6, Rates of Pay, of this award, within the jurisdiction of the Milk Treatment, &c., and Distribution (State) Industrial Committee, excepting any workers of the above classes who are employees of dairymen if such dairymen themselves, produce, from their own cows, at least 70 per cent or more of milk they sell and that milk, unpasteurised on rounds, within the jurisdiction of the Milk Treatment &c., and Distribution (State) Conciliation Committee. In calculating the percentage of milk produced by dairymen for sale the average daily production during the period of three months immediately prior to the date when the calculation is made shall be taken.

- (iii) This award was reviewed on 15 August 2001 (329 IG 1084) and further reviewed on 1 November 2004 (352 IG 104) and changes were made to the award flowing from those reviews.
- (iv) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Milk Treatment, &c., and Distribution (State) Award published 30 November 2001 (329 I.G. 1084), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 16 January 2008.

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

MILK TREATMENT, &C., AND DISTRIBUTION (STATE) INDUSTRIAL COMMITTEE

Industries and Callings

All employees of Australian Co-operative Foods Limited; Perfection Dairy Pty Limited; Petersville Ltd, United Dairies Pty Limited, and Nepean Dairies Pty Ltd and milk carters, relief milk carters, milkers, ice cream carters, general relieving hands, drivers of horses and motor wagons, special delivery carters, carters of milk in bulk, employees engaged in the collection of bulk milk and/or cream at farms who are required to grade milk before collection, brakesmen and extra hands, milk weighers, receivers, measurers, pasteurisers, tasters milk testers, butter room employees (other than those engaged in the manufacture of butter), washers of cans and tanks, can and tank room employees, feed house employees, grooms, stablemen, yardmen, useful hands, and all assistants in such work employed by dairymen and/or milk vendors and/or others engaged in the distribution of milk and/or ice and/or ice cream in the State, excluding the County of Yancowinna;

Excepting

Employees within the jurisdiction of the Clerks (State) Industrial Committee;

Employees within the jurisdiction of Retail Employees (State) Industrial Committee;

Employees within the jurisdiction of the Butter, &c., Factory Employees (State) Industrial Committee;

Employees of milk vendors when such employees are engaged solely as shop assistants;

All employees engaged in rural industries within the meaning of section 5(4) of the *Industrial Relations Act*, 1991;

Employees of general carriers and contract carriers when such employees are engaged in the carting of ice cream and/or milk;

Employees within the jurisdiction of the Butter, &c., Factory Employees (Newcastle and Northern) Industrial Committee;

Employees covered by Industrial Agreement No. 2902 and any agreement made replacing the said agreement.

PART B**MONETARY RATES**

TABLE 1 - WAGES			
Classification	Former Rate Per Week	SWC 2007	Total Rate Per Week Date to take Effect: 29.11.07
	\$	\$	\$
Division A: Production Section			
Production Assistant	\$542.90	20.00	\$562.90
Plant Operator Grade 1	\$552.40	20.00	\$572.40
Plant Operator Grade 2	\$565.50	20.00	\$585.50
Plant operator Grade 3	\$584.70	20.00	\$604.70
Division B: Transport Section			
Milk Carter on rounds	\$581.20	20.00	\$601.20
Relief milk carter	\$583.70	20.00	\$603.70
Relief motor wagon driver	\$590.90	20.00	\$610.90
Fork lift driver	\$581.10	20.00	\$601.10
Tanker driver- 15,911 litres capacity or more	\$611.40	20.00	\$631.40
Tanker driver grader:			
Under 15,911 litres capacity	\$599.40	20.00	\$619.40
From 15,911 litres capacity	\$614.30	20.00	\$634.30
Drivers of motor wagons having a manufacturer's gross vehicle mass in tonnes:			
Up to 13,948	\$590.60	20.00	\$610.60
Over 13,948 and up to 15,468	\$592.40	20.00	\$612.40
Over 15,468 and up to 16,919	\$593.50	20.00	\$613.50
Over 16,919 and up to 18,371	\$596.50	20.00	\$616.50
Over 18,371 and up to 19,731	\$598.00	20.00	\$618.00
Over 19,731 and up to 21,092	\$598.90	20.00	\$618.90
Over 21,092 and up to 22,453	\$600.90	20.00	\$620.90
The minimum rate of wages for milk carters' assistants and boys on carts:			
Under 18 years of age	Former Rate per week \$310.95	(+4%, SWC 2007) 12.45	Total Rate per Week \$323.40
At 18 and under 19 years	\$381.60	15.25	\$396.85
At 19 and under 20 years	\$422.75	16.90	\$439.65
At 20 and under 21 years	\$445.05	17.80	\$462.85
The minimum rates of wages for an employee washing and filling bottles and all work in connection therewith and a junior laboratory employee:			
Under 18 years of age	Former Rate per week \$322.75	(+4%, SWC 2007) 12.90	Total Rate per Week \$335.65
At 18 and under 19 years	\$371.75	14.85	\$386.60
At 19 and under 20 years	\$426.70	17.05	\$443.75
At 20 and under 21 years	\$477.80	19.10	\$496.90

TABLE 2 - OTHER RATES AND ALLOWANCES				
Item No.	Clause No.	Brief Description	Former Amount per week	New Amount Per week (+4% SWC 2007) Date to Take Effect: 29.11.07
			\$	\$
1	6(i)	For drivers where the semi-trailer has:		
		A single axle	33.65	35.00
		Two axles	41.35	43.00
		More than two axles	48.25	50.20
2	6(iv)	Leading Hands:		
		In charge of more than 2 but not more than 10 employees	20.65	21.50
		In charge of more than 10 employees	26.30	27.35
3	6(v)	Charge Hands (per day)	5.65	5.90
4	6(vii)	First aid allowance (Per Week)	13.05	13.55
5	6(viii)	Forklift drivers engaged in the loading and/or unloading of trailers (per week)	7.05	7.35
6	6(ix)	Any employee in a Production Section classification required to move Vendors' vehicles (per day)	2.90	3.00
7	6(x)	Any employee in a Production Section who possesses a TAFE Advanced Certificate or Associate Diploma	17.40	18.10
8	6(xi)	Employees of Dairy Farmers Cooperative Ltd working in Cargon Vendor Distribution Depots in cold temperatures between 1 degree Celsius and 7 degrees Celsius (per hour)	0.48	0.50
9	6(xii)	Employees of Dairy Farmers Co-Operative Ltd working their entire shift within a fully enclosed refrigerated warehouse or depot where temperatures are below 5 degrees C	0.48	0.50
10	8(i)	Shift Allowance:		
		(a) morning shift (per shift)	9.20	9.55
		(b) afternoon shift (per shift)	12.10	12.60
		(c) night shift (per shift)	15.35	15.95
		(d) permanent afternoon shift or permanent night shift (per shift)	3.30	3.45
11	11(ii)(b)	Overtime - meal allowance*	10.80	11.10
12	18(iii)	Laundry Allowance*	5.40	5.45

* indicates item adjusted as per CPI June Quarter 2007.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

NUT FOOD MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C2133 published 17 October 2003

(341 I.G. 772)

(No. IRC 3514 of 2003)

CORRECTION

1. For instruction 2, insert the following new table (ii), Junior Employees, after table (i), Adult Employees:

(ii) Junior Employees -

Percentage of the total wage for "all other adult employees" -

At 17 years of age and under	75 per cent
At 18 years of age	100 per cent

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

NUT FOOD MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C3115 published 29 October 2004

(347 I.G. 88)

(No. IRC 3792 of 2004)

CORRECTION

1. For instruction 2, insert the following new table (ii), Junior Employees, after table (i), Adult Employees:

(ii) Junior Employees -

Percentage of the total wage for "all other adult employees" -

At 17 years of age and under	75 per cent
At 18 years of age	100 per cent

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

POTATO CRISP MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1553 of 2007)

Before Commissioner Bishop

5 February 2008

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

Clause No.	Subject Matter
1.	Hours of Labour
2.	Structural Efficiency
3.	Shift Work
4.	Training
5.	Rates of Pay
6.	Overtime
7.	Saturdays, Sundays and Holidays
8.	Meals
9.	Casual and Part-time Employees
9A.	Secure Employment
10.	Holidays
11.	Annual Holidays
12.	Annual Holidays Loading
13.	Long Service Leave
14.	Rest Period
15.	Mixed Functions
16.	First-Aid
17.	Sick Leave
18.	Terms of Engagement
19.	Utilisation of Skills
20.	Redundancy
21.	Superannuation
22.	Jury Service
23.	Bereavement Leave
23A.	Parental Leave
24.	Dispute Settling Procedure
25.	Training Wage
26.	Personal/Carer's Leave
27.	Undertakings
28.	Anti Discrimination and Harassment
28A.	Deduction of Union Membership Fees
29.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

PART A

1. Hours of Labour

- (i) Subject to clause 2, Structural Efficiency, the ordinary hours of work prescribed herein shall not exceed twelve hours on any one-day. However, in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any one day the arrangement of hours shall be subject to agreement between the employer, each individual employee and/or the majority of employees in the plant or work section or sections concerned.
- (ii) Subject to clause 3, Shift Work, the ordinary hours of work, exclusive of meal times, shall be an average of 38 hours per week, Monday to Friday, worked as follows:
 - (a) The hours to be worked will be between the span of hours of 6.00 a.m. to 6.00 p.m.
 - (b) Once having been fixed, the time for commencing and finishing work shall not be altered without at least seven days notice to the employees concerned or by mutual agreement between the employer and such employees. Where the majority of the employees and the employer so agree, the starting time may be varied to an earlier time.
- (iii) Except as provided in subclauses (v) and (vi) below, the 38-hour average week may be implemented in any one of the following ways:
 - (a) By employees working less than eight ordinary hours each day; or
 - (b) by employees working less than eight ordinary hours on one or more days each week; or
 - (c) by fixing one weekday on which all employees will be off during a particular work cycle; or
 - (d) by rostering the employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- (iv) The method of working a 38-hour average week shall be at the discretion of the employer who shall nominate which method prescribed in subclause (iii) above shall apply. However, the employer shall not subsequently alter the method of implementation without advising the employee subject to the alteration at least seven days in advance of the date on which the altered method of implementation is to take effect.
- (v) Subject to the provisions of subclause (i) of this clause and clause 3, Shift Work, should the employer and the majority of employees in any establishment agree, the ordinary working hours may exceed eight on any day, to enable a weekday off to be taken more frequently than would otherwise apply.
- (vi) Different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- (vii) Except as provided in subclause (viii) hereof, in cases where an employee, in accordance with paragraphs (c) and (d) of subclause (iii) hereof, is entitled to a day off during the employee's work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday to be taken off.
- (viii)
 - (a) An employer, with the agreement of the majority of employees in any establishment, may substitute the day an employee is to take off in accordance with paragraphs (c) and (d) of subclause (iii) hereof, for another day in the case of a breakdown in machinery, a failure or shortage of electric power to meet the requirements of the business, in the event of rush orders, or some other emergency situation.

- (b) An employee who is required by the employer to work on the employee's scheduled day off in circumstances other than those in paragraph (a) of this subclause shall be paid overtime rates or be granted an alternative day off. Such choice shall be at the option of the employee.
- (c) An individual employee, with the agreement of the employer, may substitute the day to be taken off for another day.
- (d) An employer may hold up to a maximum of five days accrued in accordance with (c) and (d) of subclause (iii) hereof.

The accrued days are to be taken at a time mutually agreed between the employer and the employee.

2. Structural Efficiency

- (i) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of industry and to enhance the career opportunities and job security of employees in the industry.
- (ii) The employer, the employees and their relevant union or unions shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that quarry. Measures raised by the employer, employees or union or unions for consideration consistent with subclause (i) herein, shall be processed through that consultative mechanism and procedures.
- (iii) Measures raised for consideration consistent with subclause (ii) herein shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and, subject to clause 4, Training, matters concerning training.
- (iv) Without limiting the rights of either an employer or a union to arbitration, any other measure designed to increase flexibility and sought by any party shall be notified to the Commission and, by agreement of the parties involved, shall be implemented subject to the following requirements:

the changes sought shall not affect provisions reflecting State "Test Case" standards;

the majority of employees affected by the change must genuinely agree to the change;

the relevant union or unions must be a party to the agreement;

the relevant union or unions shall not unreasonably oppose any agreement;

any agreement shall be subject to approval of the Industrial Relations Commission of New South Wales and, if approved, shall operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency.

3. Shift Work

- (i) The ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
 - (a) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (c) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (d) 152 hours within a work cycle not exceeding twenty-eight consecutive days.

- (ii)
 - (a) The ordinary hours shall be worked continuously, except for meal breaks, at the discretion of the employer. An employee will not be required to work for more than five hours without a break for a meal. Except at regular changeover of shifts, an employee shall not be required to work more than one shift in each twenty-four hours.
 - (b) Subject to clause 2, Structural Efficiency, the ordinary hours of work prescribed herein shall not exceed ten hours on any one-day. In any arrangement of ordinary working hours where the ordinary working hours exceed eight on any shift, the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned.
- (iii)
 - (a) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before 12.00 midnight. Shift workers may be employed on afternoon shift which shall cease at or before midnight, Monday to Friday, inclusive, each week.
 - (b) Employees engaged on afternoon shift work shall be paid, in addition to the ordinary rates of wages prescribed by clause 5, Rates of Pay, an amount per week as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv)
 - (a) "Night shift" means any shift finishing after midnight and at or before 8.00 a.m. Shift workers may be employed on night shift which shall cease at or before 8.00 a.m. on any day, Monday to Saturday, inclusive.
 - (b) Employees engaged on night shift work shall be paid, in addition to the ordinary rates of wages prescribed by clause 5, Rates of Pay, an amount per week as set out in Item 4 of Table 2 - Other Rates and Allowances, of the said Part B.
- (v) This shift allowance prescribed by subclauses (iii) and (iv) of this clause is on a shift basis, the rate per shift being ascertained by dividing the shift allowance prescribed by the said subclauses by five.
- (vi) Employees while engaged on such shift work shall be allowed a meal break of thirty minutes, which shall be paid for as time worked.
- (vii) Employees may be employed on weekly part-time afternoon or night shifts of less than eight hours but not less than 6.5 hours.
- (viii) For such part-time shifts, employees shall be paid pro rata amounts of the weekly rates prescribed by Table 1 - Rates of Pay, of Part B, Monetary Rates, according to the number of hours worked, plus a pro rata shift allowance calculated in the same manner.
- (ix) Employees employed on a casual basis on afternoon or night shift work shall, in addition to all other payments prescribed by this subclause, be paid the casual loading of 15 per cent prescribed by subclause (iii) of clause 5, Rates of Pay.

4. Training

- (i) The parties to this award recognise that, in order to increase the efficiency, productivity and competitiveness of the industry, greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;

- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills acquired.
- (ii) Following proper consultation, an employer shall develop a training program consistent with:
- (a) the current and future skill needs of the industry;
 - (b) the size, structure and nature of the operations of the industry;
 - (c) the need to develop vocational skills relevant to the industry and the snack food industry through courses conducted by accredited educational institutions and providers and through on-site courses.
- (iii)
- (a) Where, as a result of consultation with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to subclause (ii) herein should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave:
 - (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be evidence of such expenditure. Provided that reimbursement shall also be on an annual basis, subject to the presentation of reports of satisfactory progress.
 - (c) Travel costs incurred by employees undertaking training in accordance with this clause, which exceed those normally, incurred in travelling to and from work shall be reimbursed by the employer.
- (iv) Any disputes arising in relation to subclauses (i) and (iii) shall be subject to the provisions of clause 24, Dispute Settling Procedure.

5. Rates of Pay

- (i) The weekly rates of pay to be paid to adult employees shall be as set out in (i), Adult Employees, of Table 1 - Rates of Pay, of Part B, Monetary Rates.
- The weekly rate of pay to be paid to a junior employee shall be as set out in (ii), Juniors, of the said Table 1. Provided, however, that a junior employee 18 years of age or over who has completed at least three months' satisfactory service with an employer in this industry shall be paid the appropriate adult rate.
- (ii) Leading Hands - Employees appointed as Leading Hands shall be paid an additional amount per week as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, to be calculated for all purposes of this award.
- (iii) Casual Employees - Refer to clause 9, Casual and Part-time employees.
- (iv) Team Leader - Arnotts Foods only, shall be paid an amount per week as set out in Item 2 of the said Table 2.
- (v) The rates of pay in this award include the adjustments payable under the State Wage Case June 2007. These adjustments may be offset against:
- (a) any equivalent overaward payments; and/or

- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

6. Overtime

- (i) For all work performed on any day before the starting or after the finishing times provided for under clause 1, Hours of Labour, and clause 3, Shift Work, or fixed pursuant to an agreement under the said clause 1, Hours of Labour, and clause 3, Shift Work, the rates shall be time and one-half for the first two hours and at the rate of double time thereafter.

- (ii)

- (a) When overtime work is necessary, it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day so that they have not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instructions of their employer, such an employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (iii)

- (a) Overtime - in computing overtime, each day's work shall stand alone.
- (b) Time worked outside the fixed hours for that day, by a worker arriving late, is to be considered ordinary time until the worker has worked the normal number of rostered hours for that day.
- (c) Subject to genuine agreement between an employer and employee, an employee may elect to take time off in lieu of payment for ordinary hours of work performed outside the fixed commencing and ceasing time for ordinary hours. In such cases the time off shall be equivalent to the actual hours worked.

Notation: The provisions of this award, in particular this clause, shall be read in conjunction with the *Occupational Health and Safety Act 2000*.

- (iv) Reasonable Overtime

- (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;

- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

7. Saturdays, Sundays and Holidays

- (i) Any employee required to work on a Saturday, Sunday or holiday shall be paid at the prescribed rate of wage for work on such days for a minimum of four hours.
- (ii) Overtime commencing on a Saturday shall be paid for at the rates prescribed under subclause (i) of clause 6, Overtime.
- (iii) Work done on a Sunday shall be paid for at the rate of double time, with a guaranteed payment as for four hours work.
- (iv) All work performed on a public holiday shall be paid for at the rate of double time and a half, plus, in the case of shift workers, the appropriate shift allowance as provided under subclauses (iii) and (iv) of clause 3, Shift Work.

8. Meals

- (i) An employee shall not be required to work for more than five hours without a break for a meal. Provided that by agreement between an employer and each individual employee and/or the majority of employees in the enterprise, work section or sections concerned, an employee or employees may be required to work in excess of five hours, but not more than six hours, at ordinary pay without a meal break.
- (ii) The time of taking a scheduled meal break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (iii) An employer may stagger the time of taking a meal or rest break to meet operational requirements.
- (iv) Subject to the provisions of subclause (i) hereof, an employee employed as a regular maintenance person shall work during meal breaks at ordinary rates of pay whenever instructed to do so, for the purpose of making good breakdown of plant or upon routine maintenance of plant, which can be done while such plant is idle.
- (v) Work done during any period of the recognised meal time shall be paid for at the rate of time and one-half and such rate shall continue to be paid until a meal break is allowed.
- (vi) An employee who is required to work overtime for any period in excess of one and one-half hours after and continuous from their ordinary finishing time shall be provided by the employer either with a meal, free of cost, or the employer shall pay the employee the meal allowance as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and if required to work in excess of four hours overtime shall be supplied with a further meal or shall be paid the meal allowance as set out in the said Item 5.
- (vii) If such an employee is not notified on the previous day that the employee will be required to work overtime, the employee shall be provide with a meal, or a meal allowance as set out in the said Item 5.

9. Casual and Part-Time Employees

- (a) "Casual Employee" -
 - (i) A casual employee is an employee engaged for less than 38 hours per week, with a minimum of 4 hours per start.
 - (ii) A casual employee shall be paid at ordinary rates , plus 15%.

- (iii) The spread of ordinary hours for a casual employee shall be as set out in clause 1, Hours of Labour, and their rates of pay shall be calculated pursuant to subclause (i) of clause 5, Rates of Pay and subclause (ii) of this clause.

(Notation: The New South Wales *Annual Holidays Act* provides that casual employees under this award are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave)

(b) "Part-time Employee" -

- (i) A part-time employee shall mean all adult employees who are employed to work regular days and regular hours, either of which are less than the number of days or hours worked by full-time employees, but such days shall not be less than two per week and such hours shall not be less than twelve per week, nor more than 30.
- (ii) The spread of ordinary hours of part-time employees shall be as set out in clause 1, Hours of Labour, and their rates of pay shall be calculated pursuant to clause 5, Rates of Pay.
- (iii) Notwithstanding anything else contained in this award, the provisions of this award with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave, maternity leave and holidays shall apply to part-time employees on a pro rata basis for each employee in proportion to the normal ordinary hours worked by full-time employees.
- (iv) Notwithstanding the provisions of this clause, the union and an employer may agree in writing to observe other conditions in order to meet special cases.

9A. Secure Employment

(a) Objective of this Clause

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

(b) Casual Conversion

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

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

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

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

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

10. Holidays

- (i) The following days or the days upon which they are observed shall be holidays, viz.,
- New Year's Day,
Australia Day,
Good Friday,
Easter Saturday
Easter Monday,
Anzac Day,
Queen's Birthday, Labour Day,
Christmas Day,
Boxing Day,
- The picnic day of the Australian Workers' Union, New South Wales, which, if held, shall be the first Monday in March of each year, provided that one month's notice is given to the employer, and all other days which may be proclaimed as public holidays in the localities for which they are gazetted by the Government of New South Wales.
- (ii) No deductions shall be made from the wages of employees for the week in which any such holidays occur, provided that the employee attends for duty on the ordinary working day immediately preceding the holiday and the ordinary working day immediately succeeding such holiday.
- (iii) An employee absent without leave on the day before or the day after any award holiday shall be liable to forfeit wages for such holiday, except where the employer is satisfied that the employee's absence was caused through illness, in which case wages shall not be forfeited for the holiday. Work performed on such holidays shall be paid for at the rate of double time and a half, with a minimum of four hours' pay.
- (iv) When an employer terminates the employment of an employee within one week of an award holiday, the employee shall be paid for such holiday or holidays, provided that such employee has been employed by the employer for a period of at least one week prior to the termination of employment. This subclause shall not apply to casual employees.

- (v) Employers may require from their employees the butt of the picnic ticket as evidence of their attendance at the picnic. Unless such is produced, payment may not be made for such picnic day.

11. Annual Holidays

Annual holidays shall be allowed to all employees as provided for by the *Annual Holidays Act 1944*.

12. Annual Holidays Loading

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) Before an employee is given and takes annual holiday or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause.

(NOTE: The obligation to pay in advance does not apply where a employee takes an annual holiday wholly or partly in advance - see subclause (vi)).
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- (v) The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause (iii), at the rate per week of 17 $\frac{1}{2}$ % of the appropriate ordinary-time weekly rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing annual holiday together with, where applicable, the first-aid allowance prescribed by clause 16, First-aid, but shall not include any other allowances, penalty rates, shift allowances, overtime rates or any other payments prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause, applying the award rates of wages payable on that day.
- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (v) of this clause.
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to them under the Act, such proportion of the loading that would have been payable to them under this clause if they had become entitled to an annual holiday prior to the close-down as their qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (a) When the employment of an employee is terminated by their employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which they were entitled, they shall not be paid a loading calculated in accordance with subclause (v) for the period not taken.

- (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.
- (ix) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if they had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

13. Long Service Leave

See *Long Service Leave Act 1955*.

14. Rest Period

A rest period of fifteen minutes between 9.45 a.m. and 10.30 a.m. each day, which shall be counted as time worked, shall be allowed to all employees.

15. Mixed Functions

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

16. First-Aid

- (i) First-aid facilities and personnel shall be provided by the employer in accordance with the applicable occupational health and safety legislation and regulation.
- (ii) Not less than one employee, holding a current first aid certificate attained by the completion of a First Aid Training Course approved by WorkCover, shall be on duty and available to give any necessary treatment to any employee during work hours.
- (iii) An employee appointed by the employer to perform first-aid duty shall be paid an amount as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

17. Sick Leave

- (i) An employee with not less than three months' continuous service in the industry covered by this award who is absent from work by reason of personal illness or injury, not being illness or injury arising from the employee's misconduct or default, shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:
 - (a) The employee shall, within 24 hours of the commencement of such absence, inform the employer of their inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
 - (b) They shall furnish to the employer such evidence as the employer may desire that they were unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.

- (c) They shall not be entitled in any one year, whether in the employ on one employer or several in the aforesaid industry in such year, to leave in excess of the following:
 - (1) in the first year of service, five days' sick leave per annum;
 - (2) in the second or subsequent years of service, ten days' sick leave per annum
- (ii) For the purpose of administering paragraph (c) of subclause (i) of this clause, an employer may, within three months of this award coming into operation or within two weeks of an employee entering their employment, require an employee to make a statutory declaration or other written statement of the names of their employers in the immediately preceding twelve months and the paid leave of absence on account 12 of illness or injury that they had from any of those employers during the said period of twelve months and upon such statement the employer shall be entitled to rely and act.
- (iii) The rights under this clause shall accumulate from year to year so long as the employee's employment continues with the employer so that any part of the annual entitlement which has not been allowed in any one year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- (iv) For the purpose of this clause, continuous service shall be deemed not to have been broken by:
 - (a) any absence from work on leave granted by the employer;
 - (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall in each case be upon the employee.
- (v) Service before the date of the operation of this award shall be counted as service for the purpose of qualifying thereunder but shall not be taken into consideration in arriving at any period of accumulated leave. The additional sick leave in excess of five days shall not accrue until the employee enters a new sick leave year.

18. Terms of Engagement

- (i) Employment shall be on a full-time, part-time or casual basis.
- (ii) Employment of employees on probation for the first two weeks of service shall be from day to day at the weekly rate fixed, determinable at a day's notice.
- (iii) Employees shall perform such work as the employer reasonably shall from time to time require, and an employee not attending for or not performing their duty shall, except as otherwise provided for in this award, lose their pay for the actual time of such non-attendance or non-performance.
- (iv) Subject to sub-clause (ii) of this clause, employment shall be terminated by a week's notice on either side, given at any time during the week, or by the payment or forfeiture, as the case may be, of an amount equal to one week's wages.
- (v) This clause shall not affect the rights of the employer to deduct payment for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery or due to any cause for which the employer reasonably cannot be held responsible.
- (vi) This clause shall not affect the rights of the employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be payable up to the time of dismissal only.
- (vii) An employee who is stood down, pursuant to subclause (v) of this clause, shall be treated for all purposes of this award as having continuity of service.

19. Utilisation of Skills

- (i) Employees shall be employed to carry out such duties as may be directed by an employer from time to time, subject to their skill and competence and training.
- (ii) Any employee may at any time carry out such duties and use such tools and equipment as may be directed by an employer, provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction given by an employer in accordance with subclauses (i) and (ii) of this clause shall be consistent with the employer's obligations under the applicable occupational health and safety legislation and regulation.
- (iv) Disputes arising in relation to the operation of this clause shall be dealt with in accordance with clause 24, Dispute Settling Procedure, following prior consideration of the issue.

20. Redundancy

(A) Application -

- (i) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by clause 5, Rates of Pay.
- (ii) This clause shall apply, in respect of employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of paragraph (i) of subclause (D) of this clause.
- (iii) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iv) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(B) Introduction of Change -

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

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

(ii) Employer's Duty to Discuss Change:

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

(C) Redundancy

(i) Discussions before Terminations:

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

(D) Termination of Employment -

- (i) Notice for Changes in Production, Program, Organisation or Structure - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subparagraph (a) of paragraph (i) of subclause (B) of this clause.

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

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of notice, with not less than two years continuous service, shall be entitled to an additional week's notice.
 - (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (ii) Notice of Technological Change - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with subparagraph (a) of paragraph (i) of subclause (B) of this clause.
- (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
 - (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (iii) Time Off During Notice Period:
- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
 - (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as the employee would have received had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (v) Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (vi) Notice to Centrelink (or any relevant successor government body) - Where a decision has been made to terminate the employment of employees, the employer shall notify the Centrelink (or any relevant successor government body) thereof as soon as possible, giving relevant information, including the number and categories of employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) (Centrelink Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink (or any relevant successor government body).
- (viii) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in subparagraph (a) of paragraph (i) of subclause (B) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled

to if the employee's employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

(E) Severance Pay

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

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

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

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

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

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

(ii) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause.

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

(iii) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (i) if the employer obtains acceptable alternative employment for an employee:

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

21. Superannuation

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

- (b) The employer shall be a participating employer in any of the following funds:

Australian Public Superannuation (APS)

Australian Superannuation Savings Employment Trust (ASSET)

and shall participate in accordance with the Trust Deed of that fund.

- (c) The employer shall contribute to the Fund in accordance with the legislation provided that employer contributions do not fall below 3% of ordinary time earnings:

NOTATION: Employer contributions under relevant legislation are set at 7% until 30 June 2000, when they will increase to 8% and a final adjustment of 9% from 1 July 2002.

- (a) The employer shall provide each employee upon commencement of employment with membership forms of the fund and shall forward the completed membership form to the fund as soon as practicable.
- (b) An employee may make contributions to the fund in addition to those made by the employer. Such employee may either forward their own contribution directly to the fund trustees or authorise the employer to pay into the fund from the employee's wage an amount specified by the employee.
- (c) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the fund from the employee's wages a specified amount in accordance with the Trust Deed and the rules of the fund.
- (d) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions as soon as practicable after the receipt of the authorisation.
- (e) All contributions shall be made at the completion of each calendar month, or at such other times and in such other manner as may be agreed in writing between the Trustee and the employer.
- (f) Ordinary time earnings shall be defined as including:
- (i) Award classification rate
 - (ii) overaward payment
 - (iii) Shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime
 - (iv) Casual loading in respect to casual employees including 1/12th Annual Holiday Loading. Ordinary time earnings does not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

22. Jury Service

- (i) An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the award wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (ii) An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

23. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 26, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 26. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business:
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 23(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 26(1)(c)(ii) of clause 26, Personal/Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

23A. Parental Leave

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

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

(3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

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

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

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

24. Dispute Settling Procedure

A procedure for the avoidance of industrial disputes shall apply in places covered by this award.

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion, to reduce the level of industrial confrontation, and to avoid interruption to the performance of work and the consequential loss of production or wages.

It is acknowledged that, in some companies or sectors of the industry, disputes avoidance/settlement procedures are either now in place or in the process of being negotiated and it may be the desire of the immediate parties concerned to pursue those mutually agreed procedures. In other cases, the following principles shall apply:

- (1) Depending on the issues involved, a procedure involving up to three stages of discussion shall apply. These are:
 - discussion between the employee(s) concerned and, at their request, the appropriate union delegate, and the immediate supervisor;
 - discussion involving the employee(s), the delegate(s) and more senior management; and
 - discussion involving representatives from the State Branch of the union(s) concerned and the employer's employer association representative.
- (2) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (3) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (4) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.
- (5) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the disputes.
- (6) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (7) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with their obligations under the applicable occupational health and safety legislation and regulation and consistent with established custom and practice at the workplace.

25. Training Wage

See the AWU Training Wage (State) Award.

26. Personal/Carer's Leave

- (1) Use of Sick Leave -
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 26(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 17, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee, spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

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

(2) Unpaid Leave for Family Purpose -

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 26(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

- (3) Annual Leave -
- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (4) Time Off in Lieu of Payment for Overtime -
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work make-up time (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off -
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

- (7) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 26(1)(b) and 26(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 26(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

27. Undertakings

- (1) Enterprise Arrangements -
- (a) As part of the Structural Efficiency exercise and as an ongoing process for improvements in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces. Union delegates at the place of work may be involved in such discussions.
 - (b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary, provided that:
 - (i) a majority of employees affected genuinely agree;
 - (ii) such arrangement is consistent with the current State Wage Case principles.
 - (c)
 - (i) Before any arrangement requiring variation to the award is signed and processed in accordance with subclause (2), details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangement, including the reasons for such an objection.
 - (ii) When an objection is raised, the parties are to confer in an effort to resolve the issue.
- (2) Procedures to be Followed - Such enterprise arrangements shall be processed as follows:
- (a) All employees will be provided with the current prescriptions (e.g., award, industrial agreement or enterprise arrangement) that apply at the place of work.
 - (b)
 - (i) Where an arrangement is agreed upon between the employer and the employees or their authorised representative at an enterprise, such arrangement shall be committed to writing.

Where the arrangement is agreed upon between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangement shall be committed to writing.

- (ii) The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union, if requested to be involved by the majority of employees at the establishment.
- (c) The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees or their authorised representative with whom agreement was reached.
- (d) Where an arrangement is objected to in accordance with subparagraph (i) of paragraph (c) of subclause
 - (1) of this clause and the objection is not resolved, an employer may make application to the Industrial Relations Commission of New South Wales to vary the award to give effect to the arrangement.
- (e) The union and/or employer association shall not unreasonably withhold consent to the arrangement agreed upon by the parties.
- (f) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission of New South Wales to have the arrangement approved and the award varied in the manner specified in paragraph (g).

Such applications are to be processed in accordance with the appropriate State Wage Case principles.

- (g) Where an arrangement is approved by the Industrial Relations Commission of New South Wales and the arrangement is contrary to any provision of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions) shall be set out in a schedule to the award.
- (h) Such arrangement when approved shall be displayed on a notice board at each enterprise affected.
- (i) No existing employees shall suffer a reduction in entitlement to earnings, award or overaward, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

28. Anti-Discrimination

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

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

Note -

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

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

28A. Deduction of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (i) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (ii) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.

- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly, as the case may be. The Union shall give the employer a minimum of two months' notice of any such change:
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.
- (viii) The above variations shall take effect:
 - (a) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first full pay period to commence on or after 17 March 2003;
 - (b) In the case of employers who do not fall within paragraph (a) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions), from employees' pay, or have in place facilities to make such deductions, from the beginning of the first full pay period to commence on or after 17 June 2003;
 - (c) For all other employers, from the beginning of the first full pay period to commence on or after 17 September 2003.

29. Area, Incidence and Duration

- (a) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Potato Crisp Makers (State) Award, published 10 August 2001 (326 I.G. 1011) and all variations thereof. This award will take effect on 5 February 2008.
- (b) This award shall apply to all employees engaged in the manufacture, preparation and packing of crisps or extrusions processed from potato and/or cereals and being snack foods of the nature of potato crisps, corn crisps, expanded and shaped extruded cereal snack foods or the like, excepting employees in grain and/or cereal food mills, within the State.
- (c) The changes made to the Award pursuant to the Award Review under Section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 5 February 2008.
- (d) The Award remains in force until varied or rescinded the period for which it was made having already expired.

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

(i) Adult Employees:

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chi Cook, Corn Preparation Operator Arnotts	627.40	20.00	647.40
Packing Machine Operator, Fork Lift Truck Driver Arnotts	625.00	20.00	645.00
Waste Water Treatment and Plant Operator Arnotts	631.90	20.00	651.90
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chi Cook, Corn Preparation Operator	618.10	20.00	638.10
Packing Machine Operator, Fork Lift Truck Driver	615.70	20.00	635.70
Waste Water Treatment and Plant Operator	611.90	20.00	631.90
Cook Grade 2, Extrusion Machine Operator Grade 2, Other Machine Operator, Packet Weight Controller using calculator, Pallet Checker and Recorder and Palletiser, Wet End Attendant, Packaging Machine Operator (Training)	591.60	20.00	611.60
Person who, in the course of a shift, cleans toilets	583.60	20.00	603.60
Other employees not elsewhere classified	580.70	20.00	600.70

(ii) Juniors - Junior employees shall be paid the following percentages of the rate of pay for the classification "Other employees not elsewhere classified", calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2.5 cents to be disregarded:

	Percentage %
At 16 years of age and under	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	95

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	5(ii)	Leading Hand Allowance	36.80/wk	38.30/wk
2	5(iv)	Team Leader - Arnotts Foods only	59.20/wk	61.55/wk
3	3 iii (b)	Afternoon Shift Allowance	83.30/wk	86.60/wk
4	3(iv) b	Night Shift Allowance	165.55/wk	172.15/wk
5	8(vi)	Meal Allowance	8.60/meal	8.90/meal
6	16(iii)	First-aid Allowance	2.20/day	2.30/day

Note:

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

POTATO CRISP MAKERS (STATE) INDUSTRIAL COMMITTEE

Industries and Callings

Employees engaged in the manufacture, preparation and packing of crisps or extrusions, processed from potato and/or cereals and being snack foods of the nature of potato crisps, corn crisps, expanded and shaped extruded cereal snack foods or the like, excepting employees in grain and/or cereal food mills, within the State.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE
OF NSW SKILLED TRADES)**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1613 of 2007)

Before Commissioner Connor

6 December 2007

REVIEWED AWARD

PART A

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PART B

MONETARY RATES

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2. Definitions

"Area Health Service" means an Area Health Service as specified in Schedule 1 of the *Health Services Act 1997*, and, for the purposes of this Award, will also include "Statutory Health Corporations" as specified in Schedule 2 of the said Act.

"Blindmaker" means a person appointed as such who is a journeyman/woman engaged in making and/or cutting or measuring or fixing inside window blinds.

"Bricklayer" means a person appointed as such who is employed on bricklaying or tuckpointing work.

"Carpenter" means a person appointed as such who is employed on carpentry work.

"Electrical Tradesperson" means a tradesperson, including an Electrician, in an electrical trade, which includes the following electrical trades:

"Electrical Fitter" means a tradesperson who is mainly engaged in making, fitting or repairing electrical machines, instruments or appliances, and who in the course of his/her work applies electrical knowledge including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work.

"Electrical Mechanic" means a tradesperson who is mainly engaged on electrical installation, repair and maintenance work including the welding, fabrication, and erection of brackets, and equipment associated with electrical installation work.

"Electrical Fitter and Assistant to Chief Engineer - Sydney Hospital" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer at Sydney Hospital.

"Electrical Fitter and Assistant to Chief Engineer - Other Hospitals" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer.

"Electrician in Charge of Generating Plant" means an electrician who has complete charge of the whole plant, including the prime mover and generator and is required to run the plant and maintain and attend to the installation generally.

"Plant Electrician" means a tradesperson who is an electrical mechanic or electrical fitter who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer having no knowledge of the electrical trade and not carrying on any business in the trade as a partner or otherwise or carries out the orders of an employer's engineer or other officer who is not a practical electrician.

"Refrigeration and/or Air Conditioning Mechanic or Fitter" means a tradesperson who in the course of his/her work applies electrical trade experience and is mainly engaged on the installation, repair, and maintenance work in connection with electrically operated refrigeration and/or air conditioning units.

"Electrical Instrument Fitter" means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or scientific electrical instruments.

"Employer" means the Director-General, NSW Department of Health.

"Fitter" means a person appointed as such who is a tradesperson of one or more of the following classes: mechanical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work.

"Floor/Wall Tiler" means a person appointed as such and without limiting the meaning of the expression "floor/wall tiler", a person employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement 930 square centimetres when such opalite and the like is fixed with cement composition.

"Hospital" means any facility operated by an "Area Health Service" as defined in this Award.

"Motor Mechanic" means a person appointed as such who is a tradesperson engaged in repairing, altering, overhauling, assembling or testing metal and/or electrical parts of the engine or chassis of motor cars, motor cycles or other motor vehicles.

"Mechanical Tradesperson - Special Class" means a fitter or mechanic who satisfies the requirements for appointment to Level 2 in the classification structure, and who did so, fully or in part, by virtue of having obtained skills and/or knowledge beyond the base trade in hydraulics and/or pneumatics.

"Painter" means a person appointed as such who is engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery, and equipment, fences and posts.

"Plasterer" means a person appointed as such who is employed on internal and/or external plastering and/or cement, including without limiting the generality of the foregoing, fibrous plaster fixing, gypsum plaster board fixing and floorlaying.

"Plumber" means a person appointed as such and without limiting the ordinary meaning of "plumbing", who is engaged on work including lead burning, chemical plumbing, oxy-welding, electric welding and brazing applicable to plumbing work, gas fitting, maintenance, installations and repair of hot and cold water services and hot water and/or steam heating services, air conditioning plants, the making up, fitting and installation of sewage and sewerage systems in sheet lead, galvanised iron, cast iron or any other material which supersedes the materials usually used by plumbers, the fixing of roofing, curtain walling, spouting, downpipes, gutters, valleys, ridging and flashings in any metal or any material, and the fixing, maintenance and repair of metal drain pipes and vent pipes to any building.

"Scientific Instrument Maker" means a person appointed as such who is a tradesperson engaged on the work of manufacturing, repairing, adjusting, and/or testing of optical and scientific instruments, but does not include an employee working exclusively as a tradesperson.

"Signwriter" means a person appointed as such and who in addition to having a knowledge of painting does any of the following work:

Signwriting, designing and/or lettering of tickets and showcards.

Pictorial and scenic paintings, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cutout displays of all description, pictorial, scenic or lettering and without limiting the generality of the foregoing shall include:

- (a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, glass (plain and fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;
- (b) designing for windows, poster, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
- (c) gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface;
- (d) designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;
- (e) screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass, or any similar material.

Without limiting the general meaning signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.

"Spray Painter" means a tradesperson who is required to prepare all types of surfaces, colour match and apply paint to vehicle panels, vehicle components and whole vehicles with the use of general trade experience.

"Test case decision" means a decision made under Part 3 - National and State Decisions of Chapter 2 of the *Industrial Relations Act 1996* or any other decision which the Industrial Relations Commission of New South Wales determines to be a test case having general application to awards in the State.

"Toolmaker" means a person appointed as such who is a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine who designs or lays out his/her work and is responsible for its proper completion and includes any tradesperson engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker.

"Tradesperson" means any employee who has completed an apprenticeship or holds a relevant trade certificate or equivalent or, is otherwise appointed to any classification under this Award as at 1 September 1997.

"Union" means any or all of the following organisations as the case may be:

Construction Forestry Mining and Energy Union, New South Wales Branch;

New South Wales Plumbers and Gasfitters Employees' Union;

Automotive Food Metal Engineering Printing & Kindred Industries Union - Metals Division and Vehicle Division.

The Electrical Trades Union of Australia, New South Wales Branch.

"Upholsterer" means a person appointed as such who is a journeyman engaged in upholstering.

"Welder 1st Class" means a person appointed as such who is a tradesperson using electric arc and/or oxy-acetylene blow pipe and/or coal gas cutting plant who is required to apply general trade experience as a welder.

"Welder Special Class" means a welder who, in addition to satisfying the requirements of a Welder 1st Class, is required to and is competent to apply general trade experience in welding all the following classes of metals: mild steel, stainless steel, cast iron, aluminium, copper, brass, die cast metal and magnesium.

3. Classification Structure and Labour Flexibility

Tradespersons in the NSW public Health system perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and the installation, renovation and construction of buildings, plant and equipment. Those tasks include the performance of peripheral and incidental tasks and assisting other staff so as to complete the whole job.

In recognition of the skills and knowledge brought to the performance of tasks by tradespersons, the following classification structure is to be applied from the first full pay period to commence on or after the 1 September 1997.

Trade Classification	% of Weekly Wage	Definition
Level 1	100%	Complete Apprenticeship and/or holds relevant trade certificate or equivalent.
Level 2	105%	120 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 3	110%	240 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 4	115%	360 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.

Note: Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

Approved Courses - are TAFE courses and any others that the Employer approves. NSW Health Department Study Leave provisions apply. Courses approved however must relate to the acquisition of new skills (performing additional functions) and not simply the modernisation or updating of current work practices or methods (performing the same functions better/differently - for example, personal OH&S related courses, updated inventory or programmed maintenance systems, new computer software etc).

Placement - The relevant Chief Executive Officer will determine where each tradesperson should be placed within the classification structure.

This must be done firstly by determining which skills/knowledge, above classification level 1 skills, are regularly required of the tradesperson and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed or, alternatively, in respect of tradespersons in employment as at 1 September 1997, determining whether the skills/knowledge possessed by the tradesperson is equivalent to skills/knowledge acquired from successfully undertaking the approved course.

Where the tradesperson in question is placed within a classification in the structure greater than level 1, the employee is to be paid the higher rate from the first full pay period to commence on or after that date that the higher skill/knowledge was regularly required of the tradesperson.

Progression - Progression to classification levels 2, 3 and 4 is to be on the basis of the tradesperson in question having successfully undertaken at least 120 hours of additional approved course/s, and, being required to regularly use the skills/knowledge acquired in such courses. Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

The employer will determine which and how many employees are to be regularly required to use additional skills/knowledge for which a higher classification level is to be paid.

Tradespersons at classification levels 2,3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s in order to continue to be paid the higher classification level.

Equivalent Skills - For the purposes of progression under the foregoing clause, the Chief Executive Officer may determine that the skills/knowledge possessed by and regularly required of a tradesperson who was in employment as at 1 September 1997, should be considered equivalent to skills/knowledge acquired from successfully undertaking an approved course/s. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant approved course/s.

No Double Counting - There will be no credit toward progression to a higher classification level in relation to the performance of any function for which payment of an allowance is already made, for example, Thermostatic Mixing Valve Allowance and, any functions for which Additional Wage Rates are paid, for example, to Plumbers, Electrical Tradespersons and Welders.

Leading Hand Allowances - Leading hand allowances, where applicable, will be paid in addition to the skills based increment of the tradesperson in question.

Disputes - The Issue Resolution procedures should be utilised if any disputes arise concerning implementation of this clause.

During the life of the Memorandum of Understanding signed by the parties on 24 October 2005, the parties will review the current application of the classification structure and its relevance to current training arrangements and the existence of other registered training organisations. The parties will also review the process currently used to determine the grading of an employee.

4. Hours and Contract of Employment

- (i) Employment under this Award will be full-time, part-time or casual. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (ii) Full-time employees - Hours:
 - (a) "Day Worker" means a worker who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and at or before 10:00 am otherwise than as part of a shift system.

"Shift Worker" means a worker who is not a day worker as defined.
 - (b) Except as provided elsewhere in this Award the ordinary working hours excluding meal times shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four week cycle. The ordinary hours of work for day workers shall be 8 hours per day worked between 6:00 am and 6:00 pm Monday to Friday inclusive and arranged in a four weekly cycle such that an employee shall be credited with 0.4 of one hour for each day worked with such time accruing as an entitlement to take one day off duty, on pay, in each four weekly cycle of twenty working days.
 - (c) Each day of paid sick or recreational leave taken and any public holiday/s occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
 - (d) An employee who has not worked a complete four week cycle shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the allocated day off. Such payment shall also be made to an employee on termination of employment.
 - (e) The accrued allocated day off prescribed in paragraph (b) of this subclause shall be taken as a paid day off unless the employee is required to work that day by the employer to cover unforeseen or emergency circumstances which would impair the productivity of other employees, delay the completion of a project or section thereof or prevent other employees from carrying out maintenance work outside ordinary working hours.

- (f) Where an employee has been absent on workers' compensation during a 20 day cycle and returns to work prior to his/her next allocated day off duty, in normal sequence, he/she shall be given and shall take such day as though he/she had worked the whole of the 20 day cycle.
 - (g) Where an employee is required to work on his/her accrued allocated day off, other than a call back, he/she shall be paid at the rate of time and one-half for the time worked in ordinary hours and at double time for all time worked outside the ordinary hours on that day and the employer and employee shall confer with the view of substituting another day off, in lieu thereof, in the current 20 day cycle. Should it be impractical for such a day to be substituted in the current 20 day cycle, it shall be given and taken as soon as practicable after the commencement of the next 20 day cycle in sequence.
 - (h) Where an employee requests, and the employer agrees to a temporary change of the allocated day off in the four weekly cycle, no penalty payments shall be payable to an employee in respect of the change of the allocated day off. Similarly no penalty payments shall be payable to the employee where he/she and the employer agree to change the allocated day off, in the four weekly cycle, on a permanent basis.
 - (i) When an employee's allocated day off duty, on pay; as prescribed by paragraph (b) of this subclause, falls on a public holiday as prescribed by clause 22, Public Holidays, and clause 23, Picnic Day, the next working day shall be taken in lieu of the allocated day, unless an alternative day in that four weekly cycle (or the next four weekly cycle) is agreed to between the employer and the employee.
 - (j) The ordinary hours of work of shift workers exclusive of meal times shall be 8 hours per shift with 0.4 of one hour at ordinary rates for each shift worked accruing as an entitlement to take one shift off duty, on pay, in each cycle of four weeks such that 19 shifts of eight hours (152 hours in total) are worked in each cycle.
 - (k) Each shift worker shall be free from duty for not less than two full days in each week or where this is not practicable, four full days in each period of two weeks and where practicable such days shall be consecutive.
 - (l) Except at regular changeover of shifts an employee shall not be required to work more than one shift in each period of twenty-four hours.
 - (m) Shift rosters shall specify the commencing and finishing times of the ordinary working hours of the respective shifts.
 - (n) The method of working shifts may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by seven days notice of alteration given by the employer to the employee.
 - (o) Before shift work is introduced into any hospital or section thereof, the proposals relating thereto shall be conveyed to the Health Administration Corporation for its approval and to afford it an opportunity to discuss such proposals with representatives of the employer and the union or unions concerned.
 - (p) There shall be allowed, without deduction of pay, a tea break of twenty minutes between 9:00 am and 11:00 am, or at such other time as may be mutually agreed upon, provided however that employees shall not necessarily take it at the same time or in the same location. Where practicable such tea break shall be taken at the nearest facility to the workplace and at the convenience of the employer.
- (iii) Part Time Employment:
- (a) A part-time employee is one who is permanently appointed by the employer to work a specified number of hours in a roster cycle. The specified hours must be less than those prescribed for a full-time employee.

- (b) Employees engaged under this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate relevant to their classification and shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

This includes pro rata of appropriate weekly allowances and pro rata of appropriate daily allowances in the same proportion as actual hours on a day bears to eight. A part-time employee shall not be entitled to an additional day off or part thereof as prescribed by this Award and shall not be entitled to Public Holidays where the employee would not have worked that day pursuant to his/her usual roster.

- (c) The minimum number of hours per shift worked is four hours. The maximum ordinary hours which may be worked within a 7 day period (coincidental with the pay period) is thirty two. Days of work and starting and finishing times may be varied at any time by agreement, or by the employer with notice having regard to the employees circumstances.
- (d) All time worked by part-time employees in excess of eight hours on any shift, or beyond the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, shall be overtime and paid for at the rate of time and one half for the first two hours and double time thereafter, except that on Sunday such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

Extensions to the time worked on any shift, up to and including eight hours, or up to and including the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, whichever occurs first, shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (e) Part-time employees shall have their pro-rata entitlements calculated by the average of ordinary hours worked per annum. In this respect ordinary hours worked means their contracted hours and any additional hours worked at ordinary rates of pay. In other words, hours which include extensions to shifts referred to in (d) above.
- (iv) Termination of Weekly Employment - One week's notice of termination of employment shall be given by the hospital or the employee, respectively, but when the conduct of an employee justifies instant dismissal such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice he/she shall be paid one week's salary in lieu thereof.
- (v) Casual Employment:
- (a) A casual employee shall mean a person engaged for a period of less than the hours prescribed for full-time employees in clause 4, Hours and Contract of Employment, but shall not include any person employed under an unemployment relief scheme.
- (b) A casual employee shall be paid 15 per centum in addition to the rate calculated by adding the weekly wage and tool allowance for the class of work which he/she performs.
- (c) A casual employee who is requested to report for work shall be paid a minimum of 2 hours pay for each start.
- (vi) All employees:
- (a) Except for meal breaks, at the discretion of the employer, the ordinary hours of work shall be worked continuously provided that no employee shall be required to work for more than 5 hours without a meal break.
- (b) Painters shall be allowed five minutes before lunch and before the cessation of the day's work or shift to clean and put away their brushes, tools, etc.

- (vii) Locally negotiated hours of work patterns which are in place as at 1 September 1997 are preserved. Such work patterns are known to exist at Northern Sydney Area Health Service (12 hour shifts), Central Sydney Area Health Service (12 hour shifts) and Western Sydney Area Health Service (9 day fortnight). The preservation of those work patterns includes the preservation of other conditions and administrative arrangements altered/adopted locally to supplement and or accommodate the existence of those work patterns.
- (viii) During the life of the Memorandum of Understanding signed by the parties on 24 October 2005, the parties will discuss hours of work patterns (including the nine day fortnight) in the workplace. Variation to the existing hours of work patterns will only occur by agreement between the parties and where they meet organisational requirements and are cost efficient. Nothing in this subclause will alter the rights and obligations contained in other provisions of this award.

4A. On Call

- (i) The employer shall advise all employees and the Union(s) of any proposal to introduce an on call roster, including the proposed details of the roster.
- (ii) An employee required by his or her employer to be on call, otherwise than as provided in (iii) hereof shall be paid the allowance as set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iii) An employee required to be on call on rostered days off shall be paid the allowance set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) On call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (v) Wherever possible the employer shall supply a mobile telephone and or pager to an employee rostered on call.
- (vi) Where provided with a mobile telephone or pager a rostered employee must remain near the mobile telephone which must remain switched on unless a pager has been provided. Alternatively an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (vii) An employee rostered on call must contact the employer/hospital immediately it becomes known that the employee shall be unavailable for rostered duty.
- (viii) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (ix) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (x) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.
- (xi) When an employee is recalled to work, payment is in accordance with clause 5(v).

4B. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in

particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

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

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

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

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

5. Overtime

- (i) For all work done outside ordinary hours, (inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment and Clause 21, Shift Work) the rates of pay shall be time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause (ii) of this clause, in computing overtime each day's work shall stand alone, except where overtime is continuous from the previous day.

- (ii) Rest period after overtime - when overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

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

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

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

- (a) For the purpose of changing shift rosters; or
 - (b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace the absent shift worker; or
 - (c) Where a rostered shift is altered by arrangement between the employees themselves.
- (iii) Overtime worked on a Saturday or Sunday not being a public holiday shall be paid for as follows:
- (a) Saturday - time and one half for the first two hours and double time thereafter with a minimum payment of four hours except where such overtime is continuous with overtime commenced on the previous day.

All overtime work after twelve noon on a Saturday shall be paid for at double time.
 - (b) Sunday - double time for all time worked with a minimum payment for four hours. Payment of double time for overtime worked on a Sunday shall continue until the employee is relieved from duty.
- (iv) Overtime worked on Public Holidays:
- (a) Overtime worked on a public holiday as prescribed by clause 22, Public Holidays, shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
 - (b) Overtime worked on a public holiday and which continues beyond twelve midnight into the next day not being a public holiday shall be paid for at the same rate for a public holiday until such time as the employee is relieved from duty.
- (v) Call back:
- (a) An employee recalled to work after leaving the premises (including the allocated day off, on pay) shall be paid for a minimum of four hours work at the appropriate rate for each time he/she is so recalled; provided that, except in unforeseen circumstances arising, the employee shall not be required to work the full minimum number of hours prescribed above if the work he/she was recalled to perform is completed within a shorter period.

- (b) An employee recalled to work overtime as prescribed by paragraph (a) of this subclause shall be paid all fares and expenses reasonable incurred in travelling to and from his/her place of work.

Provided further that where an employee elects to use his/her own mode of transport, the employee shall be paid a Transport Allowance in accordance with those prescribed from time to time by the Public Employment Office.

- (c) The provisions of this subclause shall apply in the case of employees on call back as if eight hours were substituted for ten hours in subclause (ii) of this clause, unless such call back occurs after an employee has worked continuing overtime from the normal shift immediately preceding the call back.
- (vi) Temporary night work - Wherever it may be necessary for a "day worker" to work temporary night work in the course of alteration or renovations of a building.
 - (a) No employee who is employed during ordinary hours shall be employed on temporary night work except at overtime rates or vice versa.
 - (b) A meal break of not less than 20 minutes shall be allowed during such shift.
 - (c) An employee employed for less than five continuous shifts (inclusive of the allocated day off, on pay, as prescribed in clause 4, Hours and Contract of Employment) in any working week shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
 - (d) The rate of pay for temporary night work shall be time and one half.
 - (e) Start and finishing times for temporary night work shall be agreed upon mutually between the employer and the employees concerned.
- (vii) Meal hours - Work done during meal hours and thereafter until a meal hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than five hours without a break for a meal.
- (viii) Meal money - An employee required to work overtime in excess of one and one half hours after working ordinary hours shall be paid by his/her employer an amount set out at Table 3 to meet the cost of a meal.

After the completion of each four hours on continuous overtime shall be paid an amount set out at Table 3 for each subsequent meal in addition to his/her overtime payment, but such payment need not be made to employees living in the same locality as their places of work who can reasonably return home for meals.

- (ix) Transport of employees - When an employee after having worked overtime or a shift for which he/she has not been regularly rostered finishes work at a time when reasonable means of transport are not available the employer shall provide him with a conveyance to his/her home, or pay him his/her current wage for the time reasonably occupied in reaching his/her home (provided that this subclause shall not apply to an employee who uses his/her own vehicle to travel to and from his/her place of work).
- (x) Reasonable overtime:
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.

- (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (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.
- (xi) Cribs:
- (a) An employee who is required to work overtime for one and one half hours or more after the normal creasing time inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment, and Clause 21, Shift Work, shall be allowed, at the expiration of the said one and one half hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
 - (b) When overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm which meal break shall be taken without loss of pay.

6. Wages

- (i) The weekly wages of full-time employees shall be as set out in Table 1 (Schedules A and B).
- (ii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Industry Allowance, paid in consideration for:
 - (a) working in the open and there being subjected to climatic conditions, i.e., dust blowing in the wind, brick dust, drippings from concrete, etc.;
 - (b) sloppy conditions;
 - (c) lack of usual amenities associated with factory work e.g., meal rooms, change rooms, lockers, etc.
- (iii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Hospital Trades Staff Allowance, paid in recognition of the responsibility, specialised skills, flexibility and discretion exercised by such tradespersons and the environment in which they work.
- (iv) The weekly wages and allowances for Apprentices shall be as set out in Table 4 (Schedules A and B). The conditions of employment within this Award which specifically refer to Apprentices will be applied to Apprentices.

6A. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 6. Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under Clause 6 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 6B. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or

up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the wages clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the

employer will continue to base contributions to that fund on the salary payable under Clause 6 of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

6B. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 6. Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.

8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

7. Additional Wage Rates

- (i) Electrician - An electrician who is the holder of a Qualified Supervisors Certificate or Contractors licence shall be paid an amount per week set out at Grade A of Table 2 (Schedule B). An electrician who is the holder of a Certificate of Registration shall be paid an amount per week set out at Grade B of Table 2 (Schedule B).
- (ii) Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeymen plumbers in this Award the sum per hour set out at Table 2 (Schedule B).
- (iii) Plumber - The ordinary rates for plumbers are increased by the weekly amounts (or pro rata hourly for Part-time/Casual) set out in Table 2 (Schedule B) for all purposes for acting on various licences or combinations thereof as set out:
 - (a) when required to act on plumber's licence;
 - (b) when required to act on gasfitter's licence;
 - (c) when required to act on drainer's licence;
 - (d) when required to act on plumber's and gasfitter's licence;
 - (e) when required to act on plumber's and drainer's licence;
 - (f) when required to act on gasfitter's and drainer's licence;
 - (g) when required to act on plumber's, gasfitter's and drainer's licence.

A plumber who may be required by his/her employer to act on his/her licence or licences during the course of his/her employment shall be paid at the rate per hour mentioned in this Award for every hour of his/her employment whether he/she had in any hour in fact acted on such licence or not.

Gasfitting licence shall be deemed to include coal gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (iv) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the amount per hour set out at Table 2 (Schedule B) in addition to his/her ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 21, Shift Work, and clause 5, Overtime, in which cases it shall be paid as a flat rate and not be subject to penalty addition.
- (v) Electric Welding - An employee being the holder of a Department of Industrial Relations oxy-acetylene or electric welding certificate who may be required by his/her employer to act on either of his/her certificates during the course of his/her employment shall be entitled to be paid for every hour of his/her employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum per hour set out at Table 2 (Schedule B) with a minimum payment of one hour per day for each certificate in addition to the rates of a journeyman plumber in this Award.

- (vi) Computing Quantities - Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed shall be paid an additional amount per day or part thereof set out at Table 2 (Schedule B).
- (vii) An employee being the possessor of a boiler attendant's certificate who is required to supervise or operate a boiler shall for each week he/she is so required to be paid in addition to the rates prescribed an amount set out at Table 2 (Schedule B).
- (viii) BMC Operators:
- (a) Tradespersons employed on rotational shiftwork in building maintenance centres attending computerised systems monitoring the status and functions of plant and equipment connected thereto and attending to alarms recorded thereon shall be paid an allowance per week as set out at Table 2 (Schedule B) above the Award margin prescribed for their respective trade classifications. Such allowance shall be paid for all purposes of the Award and subject to wage indexation increases.
- (b) In addition to the foregoing such tradesperson/s shall also be paid the tool allowance prescribed for their respective trade classification under this Award.
- (c) Tradespersons attending the computerised system shall hold their work station for a period of one quarter of an hour at shift change over to acquaint the oncoming shift with the status of the plant and equipment or maintenance work in hand. Such time shall be counted as time worked and paid for at overtime rates.
- (ix) Motor mechanics who are required to inspect and issue certificates of inspection in respect of the road worthiness of motor vehicles shall be paid an amount set out at Table 2 (Schedule B) for each vehicle inspected plus an amount per day set out at Table 2 (Schedule B) whilst actually at work.
- (x) In addition to the ordinary rate paid to an Electrical Tradesperson (Electrical Fitter/Mechanic and Refrigeration and/or Air Conditioning Mechanic or Fitter), the following types of Electrical Tradespersons (see Definitions) shall be paid the weekly amounts (or pro rata hourly for Part-time/Casual) set out at Table 2 (Schedule B) for all purposes:
- Electrical Fitter & Assistant to Chief Engineer - Sydney Hospital;
- Electrical Fitter & Assistant to Chief Engineer - Other Hospitals;
- Electrician in Charge of Generating Plant less than 75 Kilowatts;
- Electrician in Charge of Generating Plant 75 Kilowatts or more;
- Plant Electrician.
- (xi) In addition to the ordinary rate paid to a Welder 1st Class, a Welder Special Class as defined shall be paid the weekly amount (or pro rata hourly for Part-time/Casual) set out at Table 2 (Schedule B) for all purposes.

8. Tool Allowances

Employees shall be paid tool allowances for all purposes as for Table 1, except Electrical Trades classifications (Electrical Tradesperson and Electrical Instrument Fitter), who shall be paid tool allowances for all purposes as for Table 2 (Schedule B).

9. Leading Hands

- (i) Leading Hand Electrician:
 - (a) For the purposes of this subclause, Leading Hand means any electrical worker (not being a Foreman) who is placed in charge of work on which 4 or more employees or 2 or more electrical mechanics or fitters in addition to him/herself are engaged. Any worker who receives orders from an officer, and is placed in charge as herein set out in the absence of such officer, shall be deemed to be a leading hand whilst so placed in charge of the work carrying out such orders.
 - (b) A leading hand electrician as defined herein shall be paid an additional amount per week set out at Table 2 (Schedule B).
- (ii) Leading Hand, other than Electrician:
 - (a) An employee appointed to be in charge of up to and including 5 employees shall be paid an amount per week extra as set out at Table 2 (Schedule B).
 - (b) An employee appointed to be in charge of more than 5 and up to and including 10 employees shall be paid an amount per week extra as set out at Table 2 (Schedule B).
 - (c) An employee appointed to be in charge of 11 or more employees shall be paid an amount per week extra as set out at Table 2 (Schedule B).

10. Special Rates

In addition to the wages, additional wage rates and allowances of this Award, the following special rates and allowances shall be paid to employees:

- (i) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid an amount per hour extra as set out at Table 2 (Schedule B). Where the work continues for more than two hours, employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.
- (ii) Confined Spaces - Employees working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid an amount per hour extra as set out at Table 2 (Schedule B).
- (iii) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be an amount per hour extra as set out at Table 2 (Schedule B).
- (iv) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid an amount per hour extra as set out at Table 2 (Schedule B) and the same amount again extra for every additional 3 metres. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Occupational Health and Safety Act 2000*.
- (v) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid an amount per hour extra as set out at Table 2 (Schedule B).; in places where the temperature exceeds 54 degrees Celsius, such employees shall be paid an additional amount per hour as set out at Table 2 (Schedule B). Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

- (vi)
- (a) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibreglass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid an amount per hour extra as set out at Table 2 (Schedule B) or part thereof whilst so engaged.
 - (b) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment such employees shall be paid an amount per hour extra as set out at Table 2 (Schedule B) whilst so engaged.
- (vii) Smoke-boxes, etc. - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an amount per hour extra as set out at Table 2 (Schedule B).; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid an amount per hour extra as set out at Table 2 (Schedule B).
- (viii) Wet Places:
- (a)
 - (1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid an amount per hour extra as set out at Table 2 (Schedule B).; provided that his/her extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
 - (2) Where an employee is required to work in the rain he/she shall be paid an amount per hour extra as set out at Table 2 (Schedule B) for the time so worked.
 - (b) An employee called upon to work knee-deep in mud or water, shall be paid an amount per day extra as set out at Table 2 (Schedule B) in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (ix) Acid Furnaces, Stills, etc:
- (a) A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid an amount per hour extra as set out at Table 2 (Schedule B). This additional rate shall be regarded as part of the wage rate for all purposes of the Award.
 - (b) An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid an amount per hour extra as set out at Table 2 (Schedule B). This additional rate shall be regarded as part of the wage rate for all purposes.
- (x) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid an amount per hour extra as set out at Table 2 (Schedule B).

- (xi) Swing Scaffolds:
- (a) An employee other than a plasterer, working in a bosun's chair or on a swing scaffold shall be paid an amount as set out at Table 2 (Schedule B) for the first four hours whilst so engaged thence an amount per hour as set out at Table 2 (Schedule B).
 - (b) Plasterers working in a bosun's chair or on a swing scaffold shall be paid an amount per hour extra as set out at Table 2 (Schedule B) more than that rate applicable to other employees, in paragraph (a) above.
 - (c) An employee shall not raise or lower a bosun's chair or swing scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swing scaffold alone.
- (xii) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the Department of Industrial Relations shall be paid an amount per hour extra as set out at Table 2 (Schedule B).
- (xiii) Working Secondhand Timber - Where, whilst working secondhand timber, a Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber he/she shall be entitled to an allowance per day extra as set out at Table 2 (Schedule B) on each day upon which his/her tools are so damaged; provided that no allowance shall be so payable under this clause unless it is reported immediately to the employer's representative on the job in order that he/she can prove his/her claim.
- (xiv) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid an amount per hour extra as set out at Table 2 (Schedule B) with a minimum payment of one hour.
- (xv) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid an amount per day extra as set out at Table 2 (Schedule B).
- (xvi) Morgues - An employee required to work in a morgue shall be paid an amount per hour extra as set out at Table 2 (Schedule B) whilst so employed.
- (xvii) Toxic and Obnoxious Substances:
- (a) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or material of a like nature shall be paid an amount per hour extra as set out at Table 2 (Schedule B).
 - (b) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid an amount per hour extra as set out at Table 2 (Schedule B) for any time worked when the air conditioning plant is not operating.
 - (c) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Department of Health, New South Wales.
 - (d) Employees working in close proximity to employees so engaged shall be paid an amount per hour extra as set out at Table 2 (Schedule B).
 - (e) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xviii) Employees working in areas accommodating psychiatric patients shall be paid an amount per hour extra as set out at Table 2 (Schedule B) whilst so engaged.
- (xix) Animal House - An employee required to work in an animal house shall be paid an amount per hour extra as set out at Table 2 (Schedule B) whilst so employed.

- (xx) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
- (xxi) Asbestos Eradication - Application: This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

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

Control: All aspects of asbestos eradication work shall be conducted in accordance with the Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulation 2001.

Rate of Pay: In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive an amount per hour extra as set out at Table 2 (Schedule B) in lieu of special rates as prescribed in clause 10, Special Rates, with the exception of subclauses (i) Cold Places; (v) Hot Places; (xi) Swing Scaffold; (xii) Spray Application; and (xiii) Working Secondhand Timber.

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

- (xxii) Extra Rate not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

(xxiii)

- (a) Tradespersons who are employed to work in psychiatric hospitals (i.e., formerly 5th Schedule Hospitals) shall be paid an amount per hour extra as set out at Table 2 (Schedule B).

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates. Provided further that the allowance shall not be paid for work carried out in such areas as may be agreed upon between the respondent unions and the Director-General, NSW Department of Health.

- (b) Geriatric Hospitals - Employees working or required to work in Allandale and Garrawarra hospitals shall be paid an amount per hour extra as set out at Table 2 (Schedule B). Employees working or required to work in Lidcombe Hospital shall be paid an amount per hour extra as set out at Table 2 (Schedule B).

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates.

11. Thermostatic Mixing Valve

An allowance per week as set out at Table 2 (Schedule B) shall be paid to licensed plumbers who hold a Thermostatic Mixing Valve Certificate from a College of Technical and Further Education and who are required to service thermostatic mixing valves.

12. Chokages

Subject to clause 10, Special Rates, if an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewage or if he/she is required to work in a septic tank in operation he/she shall be paid an amount as set out at Table 2 (Schedule B) per day or part thereof.

13. Fouled Equipment

An employee who in working on any equipment containing body fluids or body waste encounters such matter shall be paid an amount set out at Table 2 (Schedule B) per day or part thereof: Provided that this allowance shall not apply in circumstances where the allowance prescribed in clause 12, Chokages, would otherwise be payable.

14. Excess Fares and Travelling Time

- (i) An employee who on any day or from day to day is required to work at a job away from his/her accustomed place of work shall, at the direction of his/her employer present him/herself for work at such job at the usual starting time and shall be paid an amount set out at Table 3 for each such day. Where the travelling time and fares are in excess of those normally incurred in travelling to his/her accustomed place of work the employee shall also be paid that amount of such excess which exceeds that above amount.
- (ii) An employee who, with the approval of the employer, uses his/her own means of transport for travelling to or from outside jobs, shall be paid a Transport Allowance in accordance with those prescribed from time to time by the Public Employment Office.
- (iii) Where the employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given. Such discussions should include consideration of the impact of the change on affected employees.

The employer shall give the employee one calendar month's notice of the requirement to report to a new accustomed place of work.

Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.

Where a change to the accustomed place of work would impose unreasonable hardship on the employee, the employer may agree to apply the entitlements of PD2005_517, as amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

Do not have the effect of providing a set of entitlements which are overall less beneficial than any relevant 'test case' decision as defined.

If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter may be referred to the Department of Health, Workforce Relations Branch, and/or, the Industrial Relations Commission consistent with the Issues Resolution Procedure.

- (iv) Some Provisions of Former Enterprise Agreements Preserved. The provisions of clauses 16 and 17 of the former Central Sydney Area Health Service Skilled Trades Wages Agreement 1994 and clause 20 of the former Southern Sydney Area Health Service Engineering & Maintenance Services Enterprise Agreement 1994 are preserved as if those clauses continue to apply to those Area Health Services (and successors) under this Award.

15. Payment and Particulars of Wages

- (i) Wages shall be paid weekly or fortnightly; provided that, for the purpose of adjustments of wages, from time to time effective, the pay period shall be deemed to be weekly. On each pay day the pay shall be made up to a day not more than three days prior to the day of payment.
- (ii) Wages shall be paid into a nominated bank or other accounts, except in isolated areas where payment will be made by cheque to a given address.

- (iii) Notwithstanding the provision of subclause (ii) of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 4, Contract of Employment and Hours, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than 48 hours thereafter.
- (iv) On each pay day an employee, in respect of the payment then due shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose of which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages with a separate statement containing particulars as set out in subclause (iv) of this clause.

16. Higher Duties Allowance

- (i) Where a Leading Hand is on his/her allocated day/s off, on pay, and another employee relieves in the position for that day only, no higher duty allowance shall be paid.
- (ii) Except as provided for in subclause (i) of this clause an employee engaged for more than two hours on any day or shift on duties carrying a higher rate than his/her ordinary classification or entitling him/her to a leading hand allowance shall be paid the higher rate or allowance as the case may be for such day or shift. Where the period of relief, on any day, is for two hours or less the employee acting in the higher classification shall only be paid the higher duty allowance for the time so worked.
- (iii) Except as provided for in subclause (i) of this clause where an employee is required to act as a leading hand at the commencement of a day or shift he/she shall be paid the appropriate allowance for the whole of such day or shift.

17. Accumulation of Additional Days Off

Full-time employees may accumulate up to five ADO's (as measured at any one point in time), subject to the mutual agreement of the employee and local management. The limit on the accumulation right means that any employee who has already accumulated five ADO's must take the sixth ADO accruing to him/her as and when it falls due in accordance with roster.

Any ADO's accumulated but not taken as at the date of termination, shall be paid out at ordinary rates as part of the usual termination entitlement.

The parties recognise that accrual of ADO's may not be possible in all settings and circumstances.

Records of all time accrued owing to and taken by employees must be maintained by management.

18. Special Conditions

- (i) Employees engaged in installing brine or ammonia pipes or repairs to same or who work on other destructive materials, who have their clothing or boots destroyed or damaged, shall be reimbursed the amount of damage sustained.
- (ii) All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acid or acid fumes. At all times, the regulation under the *Occupational Health and Safety Act 2000* shall be complied with.
- (iii) Each employee working in battery rooms or like places where acids or caustic soda are stored or used, shall be provided with gloves, overalls and rubber boots to be periodically disinfected in accordance with the requirements of the Health Department for disinfecting clothing while in use.

- (iv) The employer shall provide to each employee a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- (v) X-ray - An employee working in an infectious area shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of his/her employment, whichever is the sooner.
- (vi) Sufficient, suitable and serviceable ear muffs and face masks shall be made available for the use of employees required to work in areas where noise levels are excessive and in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to radioactive material.
- (vii) No employee shall be required to use a paint brush exceeding five inches in width or eight ounces in weight (or their metric equivalents) or a kalsomine brush exceeding eight inches (or its metric equivalent) in width.
- (viii) An employee shall not be required to use a roller in excess of twelve inches in width on the painting of ceilings or walls.

19. First-Aid Equipment

The employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit including a stretcher.

20. Amenities

The provisions contained in the "Accommodation and Amenities" Clause of the Health Employees Conditions of Employment (State) Award shall apply to employees covered by this Award.

21. Shift Work

- (i) Definitions - for the purpose of this clause:
 - "Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.
 - "Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.
 - "Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.
- (ii) Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts. Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights (including the allocated day off on pay) shall be paid at the rate of time and one-half for the first three hours and double time thereafter.
- (iii) Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rates shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.
- (iv) Sundays and Holidays:
 - (a) Shift workers whose ordinary working hours include work on a Sunday shall be paid at the rate of double time.
 - (b) Shift workers whose ordinary working hours include work on any of the public holidays referred to in clause 22, Public Holidays, shall be paid at the rate of double time and one-half.

- (c) Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

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

- (d) The rates prescribed in paragraphs (a) and (b) of this subclause shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.

22. Public Holidays

(i)

- (a) Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one-half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday: Provided that, if the employee so elects, he/she may be paid one half day's pay in addition to the weekly rate and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.
- (b) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day and Boxing Day.
- (c) Day workers are to be paid one days pay in addition to the weekly rate for each public holiday, other than Easter Saturday, falling on non-working Saturdays.
- (d) Shift workers rostered off duty (other than on their allocated day off duty on pay) on a public holiday shall:
- (1) be paid one day's pay in addition to the weekly rate; or if the employee so elects;
 - (2) have one day added to his/her period of annual leave.
- (e) The election referred to in paragraphs (a) and (d) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (ii) Transfer of Additional or Local Public Holiday - In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, employees shall be entitled to one extra public holiday each year. Such public holiday is to taken in the Christmas/New Year period or other suitable period, on a date determined by the employer, or on another date where agreed by the parties. Such public holiday shall substitute for any day or half day duly proclaimed and observed as a public holiday within the area in which the employer is situated.

23. Picnic Day

- (i) The first Monday in December of each year shall be the Union's Picnic Day.
- (ii) All employees shall as far as practical be given and shall take this day as the Picnic Day and shall be paid therefore as for 7.6 hours work at the rate of pay prescribed in clause 6, Wages, with 0.4 of a hour accruing for the allocated day off, on pay. Any employee required to work on Picnic Day shall be paid at the rate of double time and one-half for all time worked on such day with a minimum payment for four hours work. Provided that an employee who is required to work on Picnic Day and fails to comply with such requirement shall not be entitled to payment for the day.

- (iii) An employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

24. Special Tools, Clothing and Sharpening Tools

- (i) The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of tradespersons.
- (ii) Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- (iii) Saw sharpening and tool grinding may be done by the employee during the progress of the work.
- (iv) Where paragraphs (i) and (ii) of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- (v) The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
 - (a) Bricklayers - Scutch combs; hammers (excepting mash and brick hammers); rubber mallets and T squares.
 - (b) Carpenters - Dogs and cramps of all descriptions; bars of all descriptions over 61 cm long; augers of all sizes; star bits and bits not ordinarily used in a brace, including dowelling bits; hammers (except claw hammers and tack hammers); glue pots and glue brushes; dowel plates; trammels, hand thumb screws and soldering irons.
 - (c) Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plasterweld, or similar substances. The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.
 - (d) Plumber - Metal pots; mandrills; long dummies; stock and dies for iron, copper and brass pipes; cutters; tongs; vices; taps and drills; ratchets; files; cramps, caulking tools; hacksaw and blades; welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary and all shop tools, the usual kit bag of tools only to be supplied by the employee.
 - (e) Electricians - An employer shall provide for the use of tradespersons a hacksaw and blades; all power tools; special purpose tools; precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.
 - (f) Painters and Signwriters to be supplied with all brushes.
 - (g) All power tools shall be provided where in the opinion of the employer they are necessary.
- (vi)
 - (a) Clause 24 (vi) shall not apply to employees of the Ambulance Service.
 - (b) Sufficient, suitable and serviceable protective attire shall be supplied, free of cost to each employee required to wear it, provided that any employee to whom new attire or a part thereof has been supplied by the hospital who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (c) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

(vii)

- (a) Clause 24 (vii) shall not apply to employees of the Ambulance Service.
- (b) Sufficient, suitable and serviceable overalls or alternative garments, as may be agreed to between tradespersons and the employer, in lieu of overalls, shall be laundered by the employer.
- (c) If the overalls or alternative garments of the employee cannot be laundered by or at the expense of the employer, an allowance as set out at Table 3 per week shall be paid to such employee.
- (d) Any employee to whom overalls or alternative garments have been supplied by the employer, who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
- (e) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

(viii) Ambulance Service Uniform and Protective Clothing.

- (a) The Ambulance Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Ambulance Service.
- (b) Uniforms shall be issued to all maintenance officers annually on the employee's anniversary date.
- (c) The issue of uniforms shall be to the value contained in Table 3.
- (d) The ambulance service shall provide any other special clothing which the ambulance service requires the employee to wear.
- (e) Articles of special clothing issued under subclause (d) shall be replaced by the Ambulance Service on the basis of sufficient, suitable and serviceable clothing when required.
- (f) Articles of special clothing issues under subclause (d) shall remain the property of the Ambulance Service and shall be returned upon the request of the Ambulance Service.
- (g) Any request for uniform replacement by the Ambulance Service or the employee will not be reasonably refused.
- (h) In the event of any difficulties with the application of the above provisions, the Award 'Issues Resolution Procedures' may be utilised.
- (i) Where the Ambulance Service elects not to launder, or not to have laundered at its own expense the overall or alternative garments to overalls of maintenance officers, the employee is to be paid the laundry allowance per week as set out in Table 3.

(ix) In the event that it is necessary for an employee in the course of his/her duties to use tools other than those of his/her own trade, such tools shall be supplied by the employer.

25. Climatic and Isolation Allowance

- (i) Subject to subclause (ii) of this clause, persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 (Schedule B) per week in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows, viz., commencing at Tocumwal and thence to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 (Schedule B) per week in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns, in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

26. Damage to Or Loss of Clothing Or Tools

- (i) An employee whose clothing, footwear or tools are spoiled by acids or sulphur, other deleterious substance or fire, due to the circumstances of his/her employment shall be recompensed by his/her employer to the extent of his/her loss.
- (ii) The employer shall insure and keep insured, to the extent of the amount set out at Table 3, clothing and tools of employees against loss, destruction or damage by fire, acid or other deleterious substances or breaking and entering whilst securely stored on the employers' premises.
- (iii) The employer shall provide at the place of work a suitable and secure weather-proof lock-up solely for the purpose of storing employees tools. Where such lock-up is not provided and tools are stolen by reason of the employers default he/she shall compensate the employee to the extent of his/her loss.
- (iv) The employee shall, if requested to do so, furnish the employer with a list of his/her tools.
- (v) The limit on insurance coverage is described in subclause (ii) and prescribed in Table 3. This limit shall not apply to Motor Mechanics employed in the Ambulance Service provided that an agreed list of tools has been provided by the Motor Mechanic and signed by both the Motor Mechanic and the Fleet Manager for the Ambulance Service.

27. Transport of Employee's Tools

- (i) Where an employee in the course of a normal working day is required to travel from one location to another, or from place to place outside of workplace precincts the employer shall provide transport for the employee and all necessary tools of trade. However, should the employee, with the approval of the employer, use his/her/her own means of transport then they shall be entitled to a Transport Allowance in accordance with those prescribed from time to time by the Public Employment Office.
- (ii) On termination of employment of an employee leaving the employer's premises by public transport, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

28. Annual Leave

- (i) All employees: See *Annual Holidays Act 1944*.
- (ii) Where an employee's allocated day off duty, on pay, falls due during a period of annual leave such day shall be taken on the next working day immediately following the period of annual leave.
- (iii)
 - (a) Employees who are rostered to work their ordinary hours on Sundays and/or public holiday during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:

- (1) if 35 ordinary shifts on such days have been worked - one week (five working days);
 - (2) if less than 35 ordinary shifts on such days have been worked and the employees work 38 hours per week - proportionately calculated on the basis of 38 hours' leave for 35 such shifts worked;
 - (3) if less than 35 ordinary shifts on such days have been worked and the employees work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked. The calculations referred to above shall be made to the nearest one-fifth of the ordinary hours (38 hours) worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
- (b) Provided further that on termination of employment shift workers shall be entitled to payment for any untaken annual leave due under this subclause (on the basis of 7.6 hours per day) together with payment for any untaken annual leave in respect of an uncompleted year of employment.
- (iv) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (v) A shift worker shall be paid, whilst on annual leave his/her ordinary pay plus shift allowance and weekend penalties relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for the allocated day off duty on pay which may fall on the first day off duty in the annual leave period or for public holidays which occur during the period of annual leave or for days which have been added to the annual leave in accordance with the provisions of clause 22, Public Holidays.
- (vi) Employees shall be entitled to an annual leave loading of 17 per cent, or shift penalties as set out in subclause (v) of this clause, whichever is the greater.

The conditions relating to the grant of leave loading are set out in the Department of Health Circulars 74/166 and 75/251.

29. Long Service Leave

- (i)
- (a) Each employee shall be entitled to two months' long service leave on full pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months' long service leave for each ten years' service.
- From 21 November 2005, if an employee has completed seven years of continuous service with the employer, the employee is entitled to access his/her long service leave on a pro-rata basis per completed year of service.
- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
- (c) Where the services of an employee with at least seven years' service are terminated by the employer, or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

- (ii) For the purposes of subclause (i) of this clause -
- (a) service shall mean continuous service in one or more hospitals/Ambulance Service. Service shall be deemed continuous if it meets the provisions as set out in clauses 3 and 4 of Schedule 3A of the *Public Sector Employment and Management Act 2002*;
 - (b) broken periods of service in one or more hospitals/Ambulance Service shall count as service subject to the following:
 - (1) where an employee, after ceasing employment in a hospital/Ambulance Service, is re-employed in a hospital/Ambulance Service subsequent to 1st January, 1973, any service of that employee before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that employee in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed.
 - (2) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, but who was not entitled to count broken service under the provisions of the Award in force prior thereto shall not be entitled to count such broken service until he/she has completed at least five years' continuous service from the date upon which he/she commenced his/her current period of employment.
 - (3) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to 1st January, 1973.
 - (c) service shall not include any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after the 1st January, 1973.
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
- (a) on full pay, or
 - (b) on half pay, or
 - (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
- (a) for each period of long service leave taken on full pay - the number of days so taken,
 - (b) for each period of long service leave taken on half pay - half the number of days so taken,
 - (c) for each period of long service leave taken on double pay - twice the number of days so taken,
- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vi) Long service leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary

payable to the employee at the date of such termination; provided that where an employee is transferring between hospitals and or Ambulance Service he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.

- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service, dies, the widow or widower, the children of such employee, or if there is not such widow, widower or children such person who, in the opinion of the employer was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in paragraph (b) of subclause (i) and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) Except as provided for in subclause (ix) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (ix) An employee who is employed in a hospital, to which Clause 25 Climatic and Isolation Allowance applies as at the 1st January, 1973, shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award, where such benefits are more favourable to the employee.
- (x)
- (a) Where an employee has accrued the right to an allocated day off duty, on pay, prior to entering on a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
- (b) In all other circumstances the accrued time in credit (accumulated at 0.4 of one hour for each day worked in the 20 day work cycle immediately preceding the leave) shall count towards payment for the next allocated day off duty, on pay, occurring in sequence after the employee's return to duty.
- (c) Provided further that no accrual of 0.4 of an hour shall be attracted to the paid days off during the period of long service leave and such days shall be paid for at the rate of 7.6 hours per day.

Notwithstanding the foregoing the employee on returning to duty from long service leave shall be given his/her next allocated day off duty, on pay, in sequence irrespective of whether sufficient credits have been accumulated or not."

30. Sick Leave

- (i)
- (a) A full-time employee shall be entitled to sick leave on full pay calculated by allowing eighty ordinary hours off work for each year of continuous service up to 24 May 1982, and 76 ordinary

hours thereafter for each further year of continuous service provided that for the purpose of determining an employee's sick leave credits as at 24 May 1982, sick leave in hand shall be proportioned on the basis of 80:76 and henceforth each day's absence shall be deducted at 7.6 hours.

- (b) Employees of the Ambulance Service who (as at 27 March 2000) were accruing sick leave at the rate of 15 days per annum will continue to do so. This accrual is specific to those employees on a personal basis and will not flow to any other employees.
 - (c) All periods of sickness shall be certified to by the Medical Superintendent, or by a legally qualified Medical Practitioner, provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements.
 - (d) The employer shall not change the rostered hours of work of an employee, fixed by the roster or rosters applicable to the employee, seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
 - (e) An employee shall not be entitled to sick leave until after three months' continuous service.
 - (f) Service for the purpose of this clause shall mean service in a public hospital/Ambulance Service and shall be deemed to have commenced on the date of engagement by a public hospital/Ambulance Service in respect of any period of employment with that hospital/Ambulance Service.
 - (g) "Continuous Service" for the purposes of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 29, Long Service Leave, excepting that all periods of service in any hospital/Ambulance Service (providing such service is not less than three months' actual service) shall be counted.
 - (h) Each employee shall take all reasonably practicable steps to inform the employer of his/her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (ii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

31. Miscellaneous Leave Conditions

- (i) Employees shall be granted Repatriation Leave in accordance with Health Department Policy Directive 2006_095, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (ii) Employees shall be granted Study Leave in accordance with Health Department Policy Directive 2006_066, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iii) Employees shall be granted Defence Leave in accordance with Health Department Policy Directive 2006_013, as it is amended or superseded from time to time, provided that such amendments or

successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

- (iv) Employees shall be granted severance pay in accordance with the Health Department Policy Directive 2005_517, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

31A. Family and Community Service Leave and Personal/Carers Leave

- (i) Family and community services (FACS) leave and personal/carer's leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees.
- (iii) Casual employees are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

- (i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

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

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

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

- (b) The appropriate Chief Executive or authorised delegate may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) FACS leave replaces compassionate leave.
- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(iv) FACS Leave - entitlement

(a) The maximum amount of FACS leave on full pay that may be granted to an employee is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

(b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 8 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

(c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

(v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

(vi) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

(i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

(ii) Use of sick leave to care for the person concerned - entitlement

- (a) 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 as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.
- (iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (b) long service leave; or
 - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 5, Overtime.
- (v) Use of make-up time
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4 of this 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 during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees**(i) Bereavement entitlements for casual employees**

- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(ii) Personal carers entitlement for casual employees

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

31B. Maternity, Adoption and Parental Leave**A. Maternity Leave****(i) Eligibility for Paid Maternity Leave**

To be eligible for paid maternity leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless -

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Public Sector Employment and Management Act 2002* will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iv) Unpaid Maternity Leave

- (a) Full time and part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice should indicate the period of leave desired and must include a medical certificate stating the expected date of birth.

(vi) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(viii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual, sick and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual, sick and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 70 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B. Adoption Leave**(i) Eligibility**

All full time and part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or part-time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement**(a) Paid Adoption Leave**

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and

- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:
 - at the employees ordinary rate of pay for a period not exceeding one week on full pay, or
 - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

(i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

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

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

(iv) Where an employee wishes to make a request under subclause (i)(c):

- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
- (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
- (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.

E. Communication During Leave

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

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

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

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

F. Casual Employees

- (i) Casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

32. Issues Resolution Procedures

The parties agree that every effort will be made to settle any grievance or dispute amicably between the parties as quickly as possible and that they will comply with the following procedures:

- (i) When any dispute develops at a particular work place which cannot be resolved, discussion should firstly take place between the employee/s and the immediate supervisor to try and resolve the matter. If it cannot be resolved at this level then:
- (ii) The matter should be raised with the supervisor by the employee/s or their union representative, if it cannot be resolved then:-
- (iii) Discussions shall include representatives of senior management of the Area Health Service and relevant union/s, if it cannot be resolved, then:-
- (iv) When all the above steps have been exhausted, either party may submit the dispute to the Industrial Relations Commission which may exercise its functions under the *Industrial Relations Act 1996*.
- (v) Nothing in these procedures will preclude the Area Health Service and any union concerned from entering into direct negotiations in any matter. Nor will these procedures preclude an Area Health Service or relevant union from seeking the assistance of the Industrial Relations Commission on any health or safety issue of concern to the employees in question.
- (vi) The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work. An Area Health Service will consult with relevant unions in relation to any proposal that work done in the Health Service by tradespersons covered by this Award be contracted out.

33. Living Away from Home Allowance

- (i) Where an employee is required to work at a place other than his/her/her normal place of work and the distance or travelling facilities make it reasonably necessary for the employee to temporarily reside at other than his/her/her normal residential accommodation the employer shall provide suitable free accommodation and meals for the employee or pay an allowance as set out at Table 3 per day. Where two or more employees are involved then uniformity of application of this provision shall prevail unless an employee or employees request otherwise.
- (ii) All fares and travelling expenses involved in conveyance of the employee and his/her/her tools of trade to or from such temporary places of residence shall be paid by the employer: Provided no fares or expenses shall be paid where:

- (a) An employee travels to or from such place of temporary residence without the approval of the employer or
 - (b) the employee terminates his/her/her own employment or is dismissed by the employer for gross or wilful misconduct.
- (iii) Time spent in travelling (outside normal working hours) to or from temporary places of residence shall be paid for at ordinary rates of pay provided that no employee shall receive payment for more than eight hours travelling time on any one day irrespective of whether work has been performed on that day or not.

34. Exhibition of Award

See section 361 of the *Industrial Relations Act* 1996, which provides for the exhibition of industrial instruments in the workplace.

35. Consultative Committees

Each Area Health Service and the Ambulance Service shall establish a Trades Staff Consultative Committee (the Committee) on the following basis:

The Committee will consist of an equal number of representatives nominated by the employer and representatives of the tradespersons covered by this Award as nominated by the Unions.

The Committee is intended by the parties to advise and assist the statewide Productivity Savings Committee on all productivity savings issues and provide a local forum for information exchange and consultation. To these ends, the Committee will meet during normal working hours as often as is reasonably required.

Union officials and other management employees can be invited to attend meetings on an ad hoc basis where it is considered appropriate by either employee or employer representatives on the Committee. However, such attendance will not constitute membership of the Committee.

The parties intend that the operation of the Committee will in no way diminish the rights and obligations of the parties in relation to Award Issues Resolution Procedures. The Committee may participate in the resolution of industrial issues the subject of Award Issues Resolution Procedures where it is of the view that it is reasonable to do so and provided that such participation shall not prejudice the rights of any party.

36. Union Dues

Subject to an employee's written authorisation, the employer will automatically deduct union dues from the pay of union members, subject to current payroll practice and restrictions.

37. Rights of Union Delegates

An employee appointed as union delegate shall, upon notification to the employer, be recognised as an accredited representative of the union and shall be allowed reasonable time during working hours to interview the employer (or representative) on matters affecting those he/she represents.

38. Anti-Discrimination

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

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

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

39. No Extra Claims

The parties agree that the wage increases and enhancements to leave and conditions contained in this Award fully recognise all work value changes and productivity gains for the period up to 1 January 2005, and extinguish all work value, special case or other claims prior to that date.

The parties further agree that during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made in respect of the employees covered by the Award outside the terms as specified in the Memorandum of Understanding dated 24 October 2005. Further that no proceedings, claims or demands concerning wages or conditions of employment outside the terms as specified in the Memorandum of Understanding dated 24 October 2005 in respect of those employees will be instituted before the Industrial Relations Commission of New South Wales or any other arbitral tribunal

40. Leave Reserved

During the term of this Award, application to the Industrial Relations Commission of New South Wales may be made from time to time to increase Expense Related Allowances to reflect relevant movements in the CPI, following movements in the Crown Employees (Skilled Trades) Award.

41. Area, Incidence and Duration

This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 2, Definitions who are employed by the Director General, NSW Department of Health. Such employment being within the state of New South Wales, excluding the County of Yancowinna, within the jurisdiction of the Public Hospitals Skilled Trades Industrial Committee.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Public Health Service Employees Skilled Trades (State) Award (Incorporating The Ambulance Service of NSW Skilled Trades) published 21 June 2002 (334 I.G. 557, as varied).

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 December 2007.

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

PART B
MONETARY RATES

TABLE 1

Weekly Wages and Tool Allowances

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

(Note: Excepting for Electrical Trades classifications, tool allowances are expense-related allowances).

Description	01/01/2007 \$	01/01/2008 \$
Fitter/Motor Mechanic		
Level 1	\$754.60	\$784.80
Level 2 (Level 1 plus 5%)	\$792.30	\$824.00
Level 3 (Level 1 plus 10%)	\$830.10	\$863.30
Level 4 (Level 1 plus 15%)	\$867.80	\$902.50
Welder 1st Class		
Level 1	\$754.60	\$784.80
Level 2 (Level 1 plus 5%)	\$792.30	\$824.00
Level 3 (Level 1 plus 10%)	\$830.10	\$863.30
Level 4 (Level 1 plus 15%)	\$867.80	\$902.50
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter Welder Special Class is paid as Welder 1st Class plus Additional Wage Rate plus Tool Allowance		
Plumber		
Level 1	\$761.80	\$792.30
Level 2 (Level 1 plus 5%)	\$799.90	\$831.90
Level 3 (Level 1 plus 10%)	\$838.00	\$871.50
Level 4 (Level 1 plus 15%)	\$876.10	\$911.10
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.		
Carpenter		
Level 1	\$756.40	\$786.70
Level 2 (Level 1 plus 5%)	\$794.20	\$826.00
Level 3 (Level 1 plus 10%)	\$832.00	\$865.40
Level 4 (Level 1 plus 15%)	\$869.90	\$904.70
Painter/Spray Painter		
Level 1	\$756.40	\$786.70
Level 2 (Level 1 plus 5%)	\$794.20	\$826.00
Level 3 (Level 1 plus 10%)	\$832.00	\$865.40
Level 4 (Level 1 plus 15%)	\$869.90	\$904.70
Signwriter		
Level 1	\$773.30	\$804.20
Level 2 (Level 1 plus 5%)	\$812.00	\$844.40
Level 3 (Level 1 plus 10%)	\$850.60	\$884.60
Level 4 (Level 1 plus 15%)	\$889.30	\$924.80
Plasterer		
Level 1	\$756.40	\$786.70
Level 2 (Level 1 plus 5%)	\$794.20	\$826.00
Level 3 (Level 1 plus 10%)	\$832.00	\$865.40
Level 4 (Level 1 plus 15%)	\$869.90	\$904.70
Bricklayer		
Level 1	\$756.40	\$786.70
Level 2 (Level 1 plus 5%)	\$794.20	\$826.00

Level 3 (Level 1 plus 10%)	\$832.00	\$865.40
Level 4 (Level 1 plus 15%)	\$869.90	\$904.70
Floor/Wall Tiler		
Level 1	\$756.40	\$786.70
Level 2 (Level 1 plus 5%)	\$794.20	\$826.00
Level 3 (Level 1 plus 10%)	\$832.00	\$865.40
Level 4 (Level 1 plus 15%)	\$869.90	\$904.70
Upholsterer		
Level 1	\$781.70	\$813.00
Level 2 (Level 1 plus 5%)	\$820.80	\$853.70
Level 3 (Level 1 plus 10%)	\$859.90	\$894.30
Level 4 (Level 1 plus 15%)	\$899.00	\$935.00
Blindmaker		
Level 1	\$750.60	\$780.60
Level 2 (Level 1 plus 5%)	\$788.10	\$819.60
Level 3 (Level 1 plus 10%)	\$825.70	\$858.70
Level 4 (Level 1 plus 15%)	\$863.20	\$897.70
Electrical Tradesperson		
Level 1	\$800.70	\$832.70
Level 2 (Level 1 plus 5%)	\$840.70	\$874.30
Level 3 (Level 1 plus 10%)	\$880.80	\$916.00
Level 4 (Level 1 plus 15%)	\$920.80	\$957.60
Electrical Instrument Fitter		
Level 1	\$838.70	\$872.20
Level 2 (Level 1 plus 5%)	\$880.60	\$915.80
Level 3 (Level 1 plus 10%)	\$922.60	\$959.40
Level 4 (Level 1 plus 15%)	\$964.50	\$1,003.00
Electrical Fitter & Ass to Chief Eng. - Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance		
Scientific Instrument Maker		
Level 1	\$779.60	\$810.80
Level 2 (Level 1 plus 5%)	\$818.60	\$851.30
Level 3 (Level 1 plus 10%)	\$857.60	\$891.90
Level 4 (Level 1 plus 15%)	\$896.50	\$932.40
Tool Maker		
Level 1	\$779.60	\$810.80
Level 2 (Level 1 plus 5%)	\$818.60	\$851.30
Level 3 (Level 1 plus 10%)	\$857.60	\$891.90
Level 4 (Level 1 plus 15%)	\$896.50	\$932.40

TABLE 2

**Additional and Special Rates/Allowances
(Including Tool Allowance for Electrical Trades)**

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause No.	Allowance Type	01/01/2007	01/01/2008
	On-call	\$	\$
4A(ii)	On-call - Rostered on duty (per 24 hours)	17.72	18.43
	On-call - Rostered off duty (per 24 hours)	34.99	36.39
7(i)	Electricians License		
	Grade A	36.46	37.92
	Grade B	19.88	20.68
7(ii)	Lead Burner	0.75	0.78

7(iii)	Plumbers - combination of licenses		
	Plumbers license	36.20	37.65
	Gasfitters license	36.20	37.65
	Drainers license	29.48	30.66
	Plumbers & gasfitters license	47.79	49.70
	Plumbers & drainers license	47.79	49.70
	Gasfitters & drainers license	47.79	49.70
	Plumbers, gasfitters & drainers license	66.60	69.26
7(iv)	Plumbers/Gasfitters/Drainers Reg. Cert	0.72	0.75
7(v)	Electric Welding	0.56	0.58
7(vi)	Computing Quantities	4.56	4.74
7(vii)	Boiler Attendants Certificate	5.62	5.84
7(viii)	BMC Operator	29.21	30.38
7(ix)	Motor Mechanic	0.57	0.59
	Motor Mechanic per day	2.32	2.41
7(x)	Elec Fitter & Asst to Chief Eng.-Sydney Hospital	51.47	53.53
	Elec Fitter & Asst to Chief Eng.-Other Hosp.	41.07	42.71
	Electrician in Charge of Generating Plant less than 75 kilowatts	15.13	15.74
	Electrician in charge of Generating Plant 75 Kilowatts or more	52.52	54.62
	Plant Electrician	49.38	51.36
7(xi)	Welder Special Class	9.40	9.78
8	Tool Allowance - Electrical Trades	15.02	15.62
9(i)(b)	Leading Hand Electrician	49.38	51.36
9(ii)	Leading Hand - Other than Electricians		
(a)	I/C up to 5 employees	37.64	39.15
(b)	I/C 6 up to 10 employees	49.22	51.19
(c)	I/C over 10 employees	63.06	65.58
10(i)	Cold Place	0.59	0.61
10(ii)	Confined Spaces	0.72	0.75
10(iii)	Dirty Work	0.59	0.61
10(iv)	Height Money	0.59	0.61
10(v)	Hot Places - 46C - 54C	0.59	0.61
	Hot Places - more than 54C	0.72	0.75
10(vi)(a)	Insulation Material	0.72	0.75
10(vi)(b)	Asbestos	0.72	0.75
10(vii)	Smoke Boxes etc	0.44	0.46
	Oil fired Boiler	1.48	1.54
10(viii)(a)(1)	Wet Places - other than rain	0.59	0.61
10(viii)(a)(2)	Rain	0.59	0.61
10(viii)(b)	Mud Allowance	4.62	4.80
10(ix)(a)(b)	Acid Furnaces etc.	3.04	3.16
10(x)	Depth Money	0.59	0.61
10(xi)(a)	Swing Scaffolds other than plasterers		
	First four hours	4.30	4.47
	Thereafter	0.90	0.94
10(xi)(b)	Swing Scaffolds - plasterers	0.12	0.12
10(xii)	Spray Application	0.59	0.61
10(xiii)	Working Secondhand timber	2.29	2.38
10(xiv)	Roof Work	0.59	0.61
10(xv)	Explosive Powered Tools	1.41	1.47
10(xvi)	Morgues	0.67	0.70
10(xvii)(a)	Toxic, Obnox - Epoxy Materials	0.72	0.75
10(xvii)(b)	Toxic, Obnox Sub A/C not operating	0.51	0.53

10(xvii)(d)	Close proximity to above	0.59	0.61
10(xviii)	Psychiatric Patients (PH Ward)	0.51	0.53
10(xix)	Animal House	0.40	0.42
10(xxi)	Asbestos Eradication	2.01	2.09
10(xxiii)(a)	Psychiatric Hospitals	1.16	1.21
10(xxiii)(b)	Geriatric Allowances		
	Allandale/Garrawarra	0.42	0.44
	Lidcombe (former)	0.38	0.40
11	Thermostatic Mixing Valve	19.84	20.63
12	Chokages	6.91	7.19
13	Fouled Equipment	6.91	7.19
25(i)	Climatic and Isolation Allowance	6.55	6.81
	Climatic and Isolation Allowance	13.16	13.69
	Apprentice Passing Exams		
	1st Year	1.24	1.29
	2nd year	3.83	3.98
	3rd Year	5.06	5.26

TABLE 3 (Schedule A)**Expense Related Allowances****(Including Tool Allowances for all Trades other than Electrical)**

From the first Full Pay Period to Commence on or after 11 September 2007

Award Clause	Allowance Description	Dollar \$
8	Tool Allowance Fitter, Motor Mechanic	24.70
8	Tool Allowance Plumber	24.70
8	Tool Allowance Carpenter	24.70
8	Tool Allowance Painter, Spray Painter, Signwriter	5.90
8	Tool Allowance Welder 1st Class	24.70
8	Tool Allowance Plasterer	20.40
8	Bricklayer	17.50
8	Tool Allowance Floor/Wall Tiler	17.50
8	Tool Allowance Upholsterer/Blindmaker	7.00
8	Tool Allowance Scientific Instrument/Tool Maker	24.70
5 (viii)	Meal allowance for meal on overtime For each subsequent meal	19.30 8.20
14(a)	Employee required to work at a job away from accustomed place of work	17.40 per day
24 (vii) (b)	Laundry Allowance	0.80 per week
26 (ii)	Damage to clothing and tools - insurance to the extent of	1385.96
33	Living away from home allowance	387.00 per week 55.30 daily
24 (viii)	Ambulance Service - uniform provided up to the value of	329.80 per annum

TABLE 4
WEEKLY WAGES FOR APPRENTICES

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description	01/01/2007 \$	01/01/2008 \$
Apprentice Plumber		
1st Year	329.10	342.30
2nd Year	437.40	454.90
3rd Year	565.20	587.80
4th Year	653.50	679.60
Apprentice Fitter		
1st Year	329.10	\$342.30
2nd Year	437.40	\$454.90
3rd Year	565.20	\$587.80
4th Year	653.50	\$679.60
Apprentice Electrician		
1st Year	329.10	\$342.30
2nd Year	437.40	\$454.90
3rd Year	565.20	\$587.80
4th Year	653.50	\$679.60
Apprentice Carpenter		
1st Year	329.10	\$342.30
2nd Year	437.40	\$454.90
3rd Year	565.20	\$587.80
4th Year	653.50	\$679.60
Apprentice Painter		
1st Year	329.10	\$342.30
2nd Year	437.40	\$454.90
3rd Year	565.20	\$587.80
4th Year	653.50	\$679.60
Apprentice Bricklayer		
1st Year	\$329.10	\$342.30
2nd Year	\$437.40	\$454.90
3rd Year	\$565.20	\$587.80
4th Year	\$653.50	\$679.60

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

**RECORDED MUSIC AND VISUAL ENTERTAINMENT
REPRODUCTION (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1574 of 2007)

Before Commissioner Cambridge

1 February 2008

REVIEWED AWARD

1. Delete the fourth and fifth paragraphs of clause 33, Area, Incidence and Duration, of the award published 5 October 2001 (328 I.G. 418) and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 February 2008.

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

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

RETAIL INDUSTRY (STATE) SUPERANNUATION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1591 of 2007)

Before Commissioner Cambridge

7 February 2008

REVIEWED AWARD

1. Delete the third and fifth paragraph in clause 12, Area, Incidence and Duration, of the award published 26 October 2001 (328 I.G.1297), and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 7 February 2008.

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

I. W. CAMBRIDGE, Commissioner

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**ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA (SOUTH
EASTERN SECTION) NURSING STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1614 of 2007)

Before Commissioner Connor

31 January 2008

REVIEWED AWARD

1. Delete subclause 1.2 of clause 1, Area, Incidence and Duration of the award published 25 January 1996 (290 I.G. 245), and insert in lieu thereof the following:
- 1.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 January 2008.

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

P. J. CONNOR, Commissioner

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**SHOP EMPLOYEES (CATHOLIC PERSONAL/CARER'S LEAVE)
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1594 of 2007)

Before Commissioner Cambridge

13 February 2008

REVIEWED AWARD

1. Insert at the end of clause 7, Area, Incidence and Duration, of the award published 15 December 1995 (289 I.G. 1405), the following new paragraph:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 January 2008.

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

I. W. CAMBRIDGE, Commissioner

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SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1595 of 2007)

Before Commissioner Cambridge

13 February 2008

REVIEWED AWARD

1. Delete the words "Shops and Industries (Trading) Regulation 2002", appearing in subclauses (ii) and (iii) of clause 2, Definitions, of the award published 18 May 2001 (324 I.G. 935) and insert in lieu thereof the following:

"Shops and Industries Regulation 2007"

2. Delete the third and fourth paragraphs of clause 37, Area, Incidence and Duration, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 February 2008.

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

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

SOCIAL AND COMMUNITY SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Services Union of N.S.W., Industrial Organisation of Employees.

(No. IRC 1321 of 2007)

Before Commissioner McLeay

20 December 2007 and 30 January 2008

VARIATION

1. Insert after paragraph (c) of subclause 22.1 of clause 22, Rates of Pay of the award published 14 July 2006 (350 I.G. 1), the following new paragraph (d), and reletter the existing paragraph (d) to read as (e).
 - (d) Employees shall be paid in accordance with Table 3A of Part IX of the Award from the first full pay period to commence on or after 1 January 2008.
2. Reletter the existing paragraph (d) of subclause 22.1 of clause 22, to read as subclause (e).
3. Insert after subclause 22.3 of clause 22, the following new subclause 22.4.
- 22.4 Notwithstanding subclause 22.3, employees shall be paid a one off payment of \$23.50 on the first full pay period to commence on or after 1 January 2008 subject to:
 - (a) entitlement to the payment is confined to full-time and part-time employees in employment on 1 January 2008 or casual employees engaged between 1 July 2007 and 31 December 2007 on a regular and systematic basis;
 - (b) for part-time employees the entitlement is determined on a pro rata basis vis-a-vis a full-time employee based on the number of hours the part-time worker worked or the hours for which they were paid in first pay period in December 2007;
 - (c) an employer may delay the payment under this subclause to not later than 1 July 2008 on the basis of incapacity to pay;
 - (d) the payment may be absorbed into any over-award payments received by any employee between 1 July 2007 and 31 December 2007.
4. Insert after Table 3 of Part IX - Monetary Rates, the following new Table 3A.

Table 3A - Rates of Pay effective first full pay period to commence on or after 1 January 2008

Community Services Worker Grade 1			
	Per Annum	Weekly	Hourly*
	\$	\$	\$
Year 1	28,281	542.41	14.27
Year 2	29,353	562.97	14.82
Year 3	30,424	583.51	15.36
Community Services Worker Grade 2			
Year 1	32,352	620.48	16.33
Year 2	33,745	647.20	17.03
Year 3	35,137	673.90	17.73
Year 4	36,637	702.67	18.49

Community Services Worker Grade 3			
Year 1	37,936	727.58	19.15
Year 2	39,370	755.08	19.87
Year 3	40,805	782.60	20.59
Year 4	42,239	810.11	21.32
Year 5	43,785	839.76	22.10
Community Services Worker Grade 4			
Year 1	44,997	863.00	22.71
Year 2	46,320	888.38	23.38
Year 3	47,645	913.79	24.05
Year 4	48,969	939.18	24.72
Community Services Worker Grade 5			
Year 1	50,293	964.58	25.38
Year 2	52,499	1,006.89	26.50
Community Services Worker Grade 6			
Year 1	56,914	1,091.56	28.73
Year 2	60,224	1,155.04	30.40

5. Delete Table 4 of Part IX - Monetary Rates, and insert in lieu thereof the following:

Table 4 - Rates of Pay effective first full pay period to commence on or after 1 July 2008

Community Services Worker Grade 1			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	29,271	561.39	14.77
Year 2	30,380	582.66	15.33
Year 3	31,489	603.93	15.89
Community Services Worker Grade 2			
Year 1	33,484	642.19	16.90
Year 2	34,926	669.85	17.63
Year 3	36,367	697.49	18.36
Year 4	37,919	727.25	19.14
Community Services Worker Grade 3			
Year 1	39,264	753.05	19.82
Year 2	40,748	781.51	20.57
Year 3	42,233	809.99	21.32
Year 4	43,717	838.45	22.06
Year 5	45,317	869.14	22.87
Community Services Worker Grade 4			
Year 1	46,572	893.21	23.51
Year 2	47,941	919.47	24.20
Year 3	49,313	945.78	24.89
Year 4	50,683	972.06	25.58
Community Services Worker Grade 5			
Year 1	52,053	998.33	26.27
Year 2	54,336	1,042.12	27.42
Community Services Worker Grade 6			
Year 1	58,906	1,129.77	29.73
Year 2	62,332	1,195.47	31.46

6. Delete Table 5 of Part IX - Monetary Rates and insert in lieu thereof the following:

Table 5 - Allowances

Item No.	Clause No.	Brief Description	Amount ffpp* 3 March 2006	Amount ffpp* 1 July 2006	Amount ffpp* 1 January 2008	Amount ffpp 1 July 2008
			*First full pay period to commence on or after			
1	31.1	First Aid	7.72 per week 1.54 per day	7.99 per week 1.60 per day	8.27 per week 1.66 per day	8.56 per week 1.72 per day
2	32	On Call	16.00 per day	16.56 per day	17.14 per day	17.74 per day
3	33	Motor Vehicle Allowance	0.51 per km	0.53 per km	0.55 per km	0.57 per km

7. This variation shall take effect on and from 20 December 2007.

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

THEATRICAL EMPLOYEES (TRAINING WAGE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1583 of 2007)

Before Commissioner Cambridge

4 February 2008

REVIEWED AWARD

1. Delete the words "*Industrial and Apprenticeship and Traineeship Act 2001*" appearing in subparagraph (i) of paragraph (v) of subclause (a) of clause 8, Grievance Procedures, of the award published 8 February 2002 (331 I.G. 198) and insert in lieu thereof the following:

"Industrial and Apprenticeship Training Act 2001"

2. Delete the last two paragraphs of clause 9, Area Incidence and Duration, and insert in lieu thereof the following:

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

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

I. W. CAMBRIDGE, Commissioner

THEATRICAL EMPLOYEES' REDUNDANCY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1584 of 2007)

Before Commissioner Cambridge

1 February 2008

REVIEWED AWARD

1. Delete the fourth and fifth paragraphs of clause 10, Area, Incidence and Duration of the award published 15 December 2000 (321 I.G. 20) and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 February 2008.

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

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

VAN SALES EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1597 of 2007)

Before Commissioner Cambridge

13 February 2008

REVIEWED AWARD

1. Delete subclauses (d) and (e) of clause 50, Area, Incidence and Duration, of the award published 7 September 2001 (327 I.G. 529), and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 February 2008.
 - (e) This award remains in force until varied or rescinded, the period for which it was made already having expired.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES SALARIED EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1585 of 2007)

Before Commissioner Cambridge

1 February 2008

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Contract of Employment
4.	Classifications and Rates of Pay
5.	Conditions of Progression (Horticulturalists)
6.	Training Competency
7.	Hours of Work
8.	Overtime
9.	Allocated Days Off
10.	Saturday and Sunday Work During Ordinary Hours
11.	Allowances
12.	Leave Conditions and Entitlements
13.	Family and Community Service Leave, Personal/Carer's Leave
14.	Public Holidays
15.	Dispute Settlement Procedure
16.	Anti-Discrimination
17.	Merit Selection
18.	Deduction of Union Membership Fee
19.	Secure Employment
20.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

PART A

1. Title

This award shall be known as the Zoological Parks Board of New South Wales Salaried Employees Award.

2. Definitions

- 2.1 Association shall mean the Public Service Association of New South Wales and the Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 Employer shall mean the Zoological Parks Board of New South Wales Division, as defined in Part 2 of Schedule 1 - Divisions of the Government Service in the *Public Sector Employment and Management Act 2002*.
- 2.3 Casual employee means an employee engaged and paid as such but shall not include an employee who is required to work a constant number of ordinary hours each week.
- 2.4 Temporary employee means an employee who is engaged for a short period of time to undertake a specific task and is required to work a constant number of ordinary hours each week.

3. Contract of Employment

- 3.1 Wherever possible, full-time employment should be implemented.
- 3.2 The employer may employ persons on a part-time basis in any area of operation covered by this award. A part-time employee is, for all purposes of this award, entitled to the same terms and conditions as a full-time employee, provided that in all cases, entitlement is determined on a pro rata basis.
- 3.3 The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the employer, provided that the minimum number of hours worked shall be eight per week.
- 3.4 The terms and conditions of part-time work, except as provided for in this award, shall be those determined from time to time under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management (General) Regulation 1996* and as provided in the New South Wales Government Personnel Handbook. It is the intention of the parties to this award that the conditions available for persons performing part-time work shall be equivalent to those available to members of the Public Service as defined under the *Public Sector Employment and Management Act 2002* and shall be varied to maintain that equivalent relationship.
- 3.5 Nothing in this award shall affect the right of the employer to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages shall be paid to the time of dismissal, only provided that no employee shall be dismissed without notice for:
- (a) sickness, accident or injury if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day;
 - (b) any other reasonable cause if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day.
- 3.6 Notwithstanding anything hereinbefore contained, an employee shall not be given notice or dismissed, except for misconduct while legitimately absent from duty on accrued sick leave or annual leave.
- 3.7 An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.
- 3.8 Probationary Period -
- (a) Employees engaged as permanent employees without any previous service with the employer may be engaged for a probationary period of twelve months. During this period of probationary

employment such permanent employees may be terminated with one week's notice and temporary and casual employees with one hour's notice.

- (b) No other probationary periods shall apply.

4. Classifications and Rates of Pay

4.1 The minimum rates of pay for all classifications covered by the award are set out Part B Monetary Rates, Table 1 - Rates of Pay.

4.2 The grading requirements for horticulturists are as follows:

- (a) Garden Labourer - performs basic tasks associated with horticulture and works under limited supervision.
- (b) Horticulture Labourer - undertaking TAFE certification or equivalent in horticultural trade.
- (c) Horticulturalist Level 1 - has completed recognised Trade/Horticultural Certificate III or equivalent experience and has limited supervisory experience.
- (d) Horticulturalist Level 2 - has well developed zoo horticultural experience in areas such as bush regeneration, landscaping, nursery and maintenance.
- (e) Horticultural Technician - proven managerial experience and communicates technical data and information; may also have higher qualification.
- (f) Senior Horticultural Technician - has proven research skills and horticultural experience with at least 3 years experience in zoological horticulture or demonstrated experience in public park management, exhibit design and maintenance.

4.3 The appointment/progression requirements for keeping grades are as follows:

- (a) Trainee Keeper Level 1
 - (i) No paid animal related industry experience required.
 - (ii) Undertakes Trainee Skills Assessment Workbook.
 - (iii) Works under direct supervision.
- (b) Trainee Keeper Level 2
 - (i) At least 1 year of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under direct supervision.
- (c) Trainee Keeper Level 3
 - (i) At least 2 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.

- (iii) Enrolled in a Certificate III in Captive Animals.
- (iv) Existing employees must be satisfactory in general competencies.
- (v) Works under minimum supervision.
- (d) Trainee Keeper Level 4
 - (i) At least 3 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under limited supervision.
- (e) Keeper Level 1
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 4 years paid animal husbandry related industry experience.
 - (iii) Existing employees must have satisfactorily completed the Trainee Skills Assessment Workbook.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Undertake Keeper Skills Assessment Workbook.
- (f) Keeper Level 2
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 5 years paid animal husbandry related industry experience of which at least one year has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (g) Keeper Level 3
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 6 years paid animal husbandry related industry experience of which at least two years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.

- (iv) Existing employees must be satisfactory in general competencies.
- (h) Keeper Level 4
- (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 7 years paid animal husbandry related industry experience of which at least three years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (i) Senior Keeper Level 1
- (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 8 years paid animal related husbandry industry experience, of which at least four years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) High level of skill in species management e.g. be able to work on regional stud books (training by ARAZPA or equivalent or having an approved mentor on site); or have a very high level of animal management skills.
 - (iv) Existing employees must have satisfactorily completed the Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (v) Existing employees must be satisfactory in general competencies.
- (j) Senior Keeper Level 2
- (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 9 years paid animal related husbandry industry experience, of which at least five years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Develop contributions in an area of specialisation or have a very high level of animal management skills and be able to undertake international stud bookkeeping.
 - (iv) Existing employees must have successfully completed a substantial Zoological Parks Board of New South Wales project approved by three Life Sciences and Environmental Education Managers and endorsed by the Manager Life Sciences Operations or General Manager Life Sciences and Environmental Education. New employees must demonstrate a similar achievement. Senior Keepers Level 2 should always be undertaking an approved project once classified at Level 2.
 - (v) Existing employees must have satisfactorily completed the Senior Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (vi) Existing employees must be satisfactory in general competencies.

- (k) Keeper Grade 4 Level 2 (Specialist) (only available to employees employed permanently as a Keeper on 8 December 2005).
 - (i) Minimum of 3 years' experience as Divisional Supervisor and,
 - (ii) Possession of a tertiary qualification or extensive management training or works with outside agencies; and is a qualified technician.
 - (l) Keeping Unit Supervisor
 - (i) Appointment by merit based selection.
 - (ii) Possession of the Certificate III in Captive Animals or equivalent.
 - (iii) Demonstrated experience and expertise relevant to the position.
 - (iv) Demonstrated supervisory skills.
- 4.4 Relevant experience, skills, qualifications and study undertaken will be taken into account in determining the grade and level to which a temporary or permanent keeping employee will be appointed.
- 4.5 A keeping employee, except a casual employee, will progress through the classifications of Trainee Keeper, Keeper and Senior Keeper depending on acquisition of qualifications, skills and experience as set out in the appointment/progression requirements.
- 4.6 A casual keeping employee will be paid one of the following rates depending on qualifications:
- (a) An employee who does not possess a Certificate III in Captive Animals (or equivalent) will be paid at Trainee Keeper Level 1.
 - (b) An employee who possesses the qualifications and experience to be appointed as a Keeper will be paid at Keeper Level 1, unless a higher level of responsibility is required, in which case an employee will be paid at the level of the work they are required to perform.
- 4.7 A casual keeping employee will not progress within the Trainee Keeper or Keeper grades.
- 4.8 Appointment to the positions of Unit Supervisor will be through merit-based selection.
- 4.9 A higher duties allowance will be paid to keeping employees who temporarily relieve as a Keeping Unit Supervisor for a period of 5 consecutive working days or more. The allowance is the difference between the base salary of the relevant Keeping Unit Supervisor Grade and the substantive salary of the relieving employee. If only a proportion of the duties of the higher graded position are required to be performed by the relieving employee, the allowance will be paid on a pro rata basis. The allowance will not be paid on any leave taken by the relieving employee during the period of relief except when the employee has been relieving in the position for more than 12 months.
- 4.10 Before an employee commences relief as a Keeping Unit Supervisor, the relevant manager will discuss with them the duties they will be required to perform, the criteria for determining the proportion of the allowance to be paid to them and the delegated responsibilities they will be expected to exercise during the relief period.

5. Conditions of Progression (Horticulturalists)

- 5.1 Conditions of progression for gardeners will be developed and agreed between the parties, such progression to be based on the recognition of skills attained.

6. Training Competency

- 6.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- 6.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 6.3 Any direction issued by the employer pursuant to subclauses 6.1 and 6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 6.4 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level within the classifications. Such competencies shall be developed having regard to National Competency Standards.
- 6.5 The employer will support the progression of permanent staff through their classification streams by the provision of training, mentoring and support as appropriate.

7. Hours of Work

- 7.1 The ordinary hours of work shall be an average of 38 per week over a 152-hour month, Monday to Sunday inclusive. Rosters shall, wherever possible, be agreed between the employer and employee. There shall be a specified meal break agreed between the employer and the employee of not less than half an hour and not more than one hour. One week's notice shall be given to an employee of any changes of starting and finishing times and lunch breaks, except in the case of emergency.
- 7.2 Hours of work shall be either day shift or afternoon shift:
 - (a) Day shift hours shall be worked between the hours of 6.00 a.m. and 6.00 p.m.
 - (b) Afternoon shift is any shift that finishes after 6.00 p.m. and before midnight.
- 7.3 A 15 per cent allowance shall be paid for work performed on an afternoon shift. This allowance is not cumulative upon the allowances paid for work performed on Saturdays, Sundays and public holidays.

8. Overtime

- 8.1 Where an employee is directed to work in excess of an average of 38 hours per week over a 152-hour month, Monday to Sunday inclusive, the employee may elect for compensation purposes between monetary payment or time-in-lieu.
- 8.2 For all work done outside ordinary hours the rates of pay shall be time and one-half for the first two hours and double time thereafter.
- 8.3 For the purposes of this clause, ordinary hours shall mean the hours of work fixed in accordance with clause 7, Hours of Work. The hourly rate when computing overtime shall be determined by dividing the appropriate rate by 38 even in cases where an employee works more than 38 ordinary hours in a week.
- 8.4 When an employee is required to work overtime beyond 6.30 pm, Monday to Sunday inclusive, they shall be provided with a meal or the appropriate meal allowance. The overtime allowance shall be paid in accordance with item No.1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance shall be paid in an amount equivalent to that available to members of the Public Service as defined under the *Public Sector Employment and Management Act 2002* and shall be varied to maintain that equivalent relationship.
- 8.5 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate as prescribed in subclause 8.2 for each time they are so recalled; provided that, except in the case of

unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.

- 8.6 Where an employee elects for payment as time in lieu of overtime worked, such time in lieu is to be calculated as per the monetary calculation for overtime worked.
- 8.7 Time in lieu of overtime worked may be taken by the employee as allocated days off (ADO) or added to annual leave.
- 8.8 Any day or days added in accordance with subclause 8.7 shall be the working day or working days immediately following the annual leave period to which the employee is entitled under clause 12, Leave Conditions and Entitlements.
- 8.9 Subject to subclause 8.10, the employer may require an employee to work reasonable overtime at overtime rates.
- 8.10 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 8.11 For the purposes of subclause 8.10 what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

9. Allocated Days Off

- 9.1 Where possible, allocated days off (ADOs) shall be scheduled by mutual agreement between employees and the employer. ADOs may be accumulated up to a maximum of ten days. Accumulation of ADOs in excess of ten days shall require the approval of the employer.
- (a) Except as provided by subclause 9.1 of this clause, an employee shall be advised by the employer at least four weeks in advance of the week-day which is to be the ADO.
 - (b) The employer with the agreement of the employee concerned may substitute the day an employee is to be allocated off duty for another day in the case of an emergency or to meet the requirements of a particular establishment.
 - (c) An individual employee with the agreement of the employer may substitute the day such employee is allocated off duty for another day.
- In the event that an employee's ADO is a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.
- 9.2 **Allocated Day Off Falling on a Public Holiday** - In the event of an employee's ADO falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.
- 9.3 **Work on Allocated Day Off** - Subject to subclause 9.1 any employee required to work on their ADO shall be paid in accordance with the provisions of clause 8, Overtime.

10. Saturday and Sunday Work During Ordinary Hours

- 10.1 Employees except gate receptionists required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:

Saturday Work - Time and one-half;

Sunday Work - Time and three-quarters.

- 10.2 Employees rostered for duty on Saturdays and Sundays, if advised at starting time of the day in question by the employer that they are not required, shall be paid for two hours at double time rates; provided that a keeper or gardener called upon to work on a public holiday shall be paid for a minimum of six hours at the appropriate penalty rates; all other staff shall be paid for a minimum of three hours at the appropriate penalty rate.
- 10.3 When shift work is performed on Saturdays and Sundays the shift allowance prescribed in clause 7, Hours of Work, is not paid.

11. Allowances

- 11.1 First-aid Allowance - A standard first-aid kit shall be provided and maintained by the employer in accordance with the Occupational Health and Safety Regulation 2001. In the event of any serious accident happening to any employee whilst at work the employer, at the employer's own expense, shall provide transport facilities to the nearest hospital or doctor. An employee who is a qualified first-aid attendant and who is required to carry out the duties of a qualified first-aid attendant shall be paid an additional amount as provided in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance shall be paid in a weekly amount equivalent to that available to members of the Public Service as defined under the *Public Sector Employment and Management Act 2002* and shall be varied to maintain that equivalent relationship. The weekly rate applicable will be referable to the annual allowance payable pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 paid on a weekly basis and calculated as follows:

Annual Allowance/365.25 x 7 = Weekly Allowance

Casual employees shall be paid an additional amount as set in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- 11.2 Uniforms - Where a uniform (which may include overalls) is required to be worn, and the cost of any laundering is not borne by the employer, a laundry allowance as set in Item 4 of Table 2 shall be paid except to gate receptionists who shall be paid an amount as also set out in Item 4.
- 11.3 Disability Allowance - Zookeepers working at Western Plains Zoo shall be paid an allowance at the rate as set in Item 5 of Table 2 which shall be treated as part of the ordinary wage for all purposes of this award.
- 11.4 Meal Allowance on one day journeys - An employee who is authorised to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 6 of Table 2 Other Rates and Allowances of Part B Monetary Rates for:
- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30 p.m.; and
 - (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal place of work at the time of taking the normal lunch break.

However, meal expenses will not be payable on one-day journeys when the journey is between Zoological Parks Board of New South Wales work sites, for example, as between Taronga Zoo and Western Plains Zoo.

It is the intention of the parties to this award that such allowance shall be paid in an amount equivalent to that available to members of the Public Service as defined under the *Public Sector Employment and Management Act 2002* and shall be varied to maintain that equivalent relationship

- 11.5 All allowances with the exception of subclauses 11.3 and 11.4 shall be moved in accordance with State Wage Case decisions.

12. Leave Conditions and Entitlements

- 12.1 All employees shall be entitled to leave in accordance with the *Public Sector Employment and Management Act 2002*, the Public Sector Employment and Management (General) Regulation 1996 and the New South Wales Public Service Personnel Handbook.

- 12.2 In addition to subclause 12.1 of this clause, employees shall be entitled to additional parental leave entitlements as follows:

- (a) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement of Unpaid Parental Leave, in the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (b) The employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act*) because:
- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

(iv) Request to return to work part-time

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

(d) Communication during parental leave

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

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

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

(iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (d)(i).

12.3 Casual employees shall also receive unpaid Personal Carer's entitlement and Bereavement entitlement as follows;

(a) Personal Carers entitlement for casual employees

(i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in subclause 13.1 of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).

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

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

(iv) The casual employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (b) Bereavement entitlements for casual employees
 - (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
 - (ii) The employer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
 - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

13. Family and Community Service Leave, Personal Carer's Leave

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

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

13.2 Family and Community Services Leave -

- (a) The Chief Executive Officer may grant family and community service leave to an employee:
 - (i) for reasons related to the family responsibilities of the employee, or
 - (ii) for reasons related to the performance of community service by the employee, or
 - (iii) in a case of pressing necessity.

Family and Community Services Leave replaces Short leave

- (b) The maximum amount of family and community services leave on full pay that may be granted to an employee is:
 - (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
- (c) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (d) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subclause 13.1.

13.3 Use of Sick Leave to care for a sick dependant - general - When family and community service leave, as outlined in paragraph 13.2 is exhausted, the sick leave provisions under subclause 13.4 may be used by an employee to care for a sick dependant.

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

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 13.1.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph 13.4 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.

- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

14. Public Holidays

- 14.1 All statutory and proclaimed public holidays shall be holidays for the purpose of this award.
- 14.2 Employees shall be paid for all ordinary time worked on public holidays at the rate of double time and one-half
- 14.3 Where a holiday occurs on the rostered day off of a seven-day shift worker, other than an ADO given pursuant to the provisions of clauses 7, Hours of Work, and 9, Allocated Days Off.
 - (a) if such employee is not required to work on that day the employer shall pay such employee the ordinary pay in respect of such day;
 - (b) if such employee is required to work on that day the employer shall pay such employee the ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours and double time and one-half thereafter.
- 14.4 When shift work is performed on Public Holidays, the shift allowance prescribed in the said clause 7 is not paid.

15. Dispute Settlement Procedure

- 15.1 When any claim or dispute arises at the workplace the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or claim.

The supervisor will advise the employee(s) concerned of the time by which an answer will be provided.
- 15.2 If the claim or dispute is not resolved between the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor would not be appropriate, the employee(s) shall notify the Association delegate(s) who shall then take the matter up with the appropriate Manager.
- 15.3 If the claim or dispute has not been settled by the immediate supervisor or Manager, or if any party so requests, the matter will be discussed as soon as practicable between a representative of the Association concerned and appropriate senior management representatives, which may include staff of the Human Resources Division.
- 15.4 If the claim or dispute remains unresolved the parties agree that it may be referred to the appropriate industrial tribunal.
- 15.5 Nothing contained in these procedures will preclude the employer and the Association from entering into direct negotiations on any matter.
- 15.6 Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.

15.7 The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

16. Anti-Discrimination

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

16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed 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.

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

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

- (a) any conduct or act which is specifically exempted from anti discrimination legislation;
- (b) offering or providing junior rates 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.

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

17. Merit Selection

17.1 Merit selection is based on:

- (a) A competitive selection process;
- (b) A selection process which assesses all applicants equally against job related criteria;
- (c) Open access to job opportunities; and
- (d) An independent selection process in accordance with this clause.

17.2 Selection Panel

- (a) A selection panel shall include:
 - (i) the immediate supervisor or line manager of the vacant position which is the subject of the selection and recruitment process ("vacant position");
 - (ii) a person having some expertise in or knowledge of the nature and requirements of the vacant position, or otherwise having some familiarity with the operational and human resources needs and workplace culture of the employer; and
 - (iii) an independent person referred to in paragraphs 17.2(c) and 17.2(f) ("independent").

- (b) Selection panels shall preferably comprise three persons, but may comprise a minimum of two persons (including an independent) in particular for entry level positions. In all cases there should be at least one female and one male person on the selection panel.
- (c) If, after taking the steps referred to in paragraph 17.2(d), to obtain a person who is not, and preferably has not been, employed by the employer ("external independent") to be included on a selection panel, the employer determines that it is not possible or practicable to do so, it shall record the steps taken by it, and the reasons it was not able, to obtain an external independent. The record shall be in writing recorded on the recruitment file and will be made prior to the culling of any applicants for the vacant position.
- (d) For the purposes of paragraph 17.2(c) the relevant steps are:
 - (i) making requests of at least three public sector agencies that they make available to the employer an external independent; and
 - (ii) in the event that an external independent cannot be procured pursuant to a request made under of subparagraph 17.2(d)(i) or by way of any reciprocal arrangement referred to in paragraph 17.2(e), seeking the assistance of the NSW Department of Premier and Cabinet to identify public sector agencies which may have available external independents.
- (e) To facilitate obtaining external independents for selection panels, the employer will to the extent practicable attempt to establish and to the extent practicable utilise, reciprocal arrangements or networks with public sector agencies ("reciprocal arrangements").
- (f) Where the employer has not been able to obtain an external independent to sit on a selection panel, then the independent utilised for that purpose will be a person who:
 - (i) where possible, does not have any close professional or personal affiliation with any applicant for the vacant position, but who shall nevertheless declare in writing to the other members of the selection panel the nature of any such affiliation;
 - (ii) is not employed in the same division of the employer as that in which the vacant position is situated.
- (g) Nothing in this clause should be construed as requiring the employer to pay external independents for their participation on selection panels.
- (h) The employer aims to have a selection committee made up of members who are able to act independently in their decision making. Where practicable the same members of the selection panel should take part in all stages of the selection process from initial cull to signing of the selection panel report.
- (i) The convener is responsible for ensuring that:
 - (i) equity principles are applied during the recruitment process;
 - (ii) documentation of the selection process is completed and returned to the relevant recruitment personnel; and
 - (iii) appropriate feedback is provided to the unsuccessful applicants.
- (j) All members of the selection panel have an obligation to ensure equity principles are implemented. Any individual member who does not support the outcome of the selection process should submit a separate report.

18. Deduction of Union Membership Fees

- 18.1 The Association must provide the employer with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules. For the purposes of this clause, this amount is referred to as "the Fortnightly Membership Fee".
- 18.2 The Association must advise the employer of any change of the Fortnightly Membership Fee, consequent upon a variation of the annual union membership fee as provided in the Association rules. Any variation to the Fortnightly Membership Fee shall be provided to the employer at least one month in advance of the variation taking effect. No more than two variations will be effected in any financial year.
- 18.3 Subject to 18.1 and 18.2 above, the employer must deduct the Fortnightly Membership Fee from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions. However, deduction of the Fortnightly Membership Fee will only occur in each pay period in which payment has or is to be made to an employee.
- 18.4 Monies so deducted from employees' pay must be forwarded fortnightly to the Association by way of electronic funds transfer, together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts. The money must be remitted to the Association as soon as practicable after the fortnightly pay period has been processed.
- 18.5 In relation to full-time and part-time employees, the Fortnightly Membership Fee must be deducted on a fortnightly basis from the employees' pay.
- 18.6 No Fortnightly Membership Fee will be deducted in respect of periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave.
- 18.7 In relation to casual employees the Fortnightly Membership Fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period.
- 18.8 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

19. Secure Employment

19.1 Objective of this Clause

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

19.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (c) Any casual employee who has a right to elect under paragraph 19.2(a), upon receiving notice under paragraph 19.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 19.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 19.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph 19.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

19.3 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or

services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 19.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

19.4 Disputes Regarding the Application of this Clause

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

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

20. Area, Incidence and Duration

- 20.1 This award applies to all classifications of employees employed by the Zoological Parks Board of New South Wales listed in Table 1 - Rates of Pay, of Part B, Monetary Rates of this award.
- 20.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Zoological Parks Board of New South Wales Employees' (State) Award published 18 March 2005 (349 I.G. 265) and all variations thereof.
- 20.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 21 November 2007.
- 20.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

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

Effective from the first pay period to commence on or after 1 July 2007

Classification	1.7.07 Per Annum \$
Clerks - General Scale - 1st year (up to 18 years)	27,055
2nd year (or 20 years)	32,723
3rd year	35,266
4th year	36,229
5th year	37,762
6th year	38,448
7th year	39,400
8th year	40,857
9th year	42,338
10th year	43,903
At 19 years + (HSC)	30,656
Grade 1 - 1st year	46,320
2nd year	47,682
Grade 2 - 1st year	49,012
2nd year	50,356
Grade 3 - 1st year	51,784
2nd year	53,344
Grade 4 - 1st year	55,010
2nd year	56,701
Grade 5 - 1st year	61,128
2nd year	63,056
Grade 6 - 1st year	65,527
2nd year	67,448
Grade 7 - 1st year	69,468
2nd year	71,546
Grade 8 - 1st year	74,527
2nd year	76,896
Grade 9 - 1st year	79,188
2nd year	81,414
Grade 10 - 1st year	84,738
2nd year	87,263
Grade 11 - 1st year	91,589
2nd year	95,472

Grade 12 - 1st year 2nd year	101,454 105,923
Stenographers and Machine Operators 1st year (up to 17 years) 2nd year (or 17 years) 3rd year (or 18 years) 4th year (or 19 years) 5th year (or 20 years) 6th year (or 21 years) 7th year 8th year 9th year 10th year 11th year 12th year	20,095 23,852 27,055 30,656 32,424 35,925 36,915 38,134 41,189 41,912 43,099 43,903
Grade 1 - 1st year 2nd year	46,320 47,682
Grade 2 - 1st year 2nd year	49,012 50,356
Grade 3 - 1st year 2nd year	51,784 53,344
Clerical Assistants - 1st year (or under 17 years) 2nd year (or 17 years) 3rd year (or 18 years) 4th year (or 19 years) 5th year (or 20 years) 6th year (or 21 years) 7th year 8th year 9th year	18,832 21,154 25,452 28,908 30,656 34,010 35,266 36,229 36,915
Class 1 - 1st year 2nd year	38,448 39,400
Class 2 - 1st year 2nd year	40,857 41,912
Class 3 - 1st year 2nd year	42,743 43,903
Class 4 - 1st year 2nd year	44,745 45,524
Typists and Communications Assistants - 1st year (or under 17) 2nd year (or 17 years) 3rd year (or 18 years) 4th year (or 19 years) 5th year (or 20 years) 6th year (or 21 years) 7th year 8th year	20,095 22,429 25,452 28,908 32,424 35,266 35,925 36,915

Senior Typist - 1st year	38,448
2nd year	39,400
Garden Labourer - Grade 1	34,010
Grade 2	35,613
Grade 3	36,575
Horticultural Labourer - Grade 1	38,448
Grade 2	40,146
Grade 3	41,912
Horticulturalist Level 1 - Grade 1	44,745
Grade 2	45,967
Horticulturalist Level 2 - Grade 1	47,196
Grade 2	48,143
Horticultural Technician - Grade 1	50,356
Grade 2	51,277
Senior Horticultural Technician - Grade 1	54,480
Grade 2	56,701
Keeper Grade 4 (Specialist) - Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	61,128
Trainee Keeper - Level 1	32,464
Level 2	34,628
Level 3	36,792
Level 4	38,956
Keeper - Level 1	43,285
Level 2	45,449
Level 3	47,613
Level 4	49,778
Senior Keeper - Level 1	51,942
Level 2	56,270
Keeping Unit Supervisor - Year 1	62,763
Year 2	64,061
Year 3	65,360
Publicity and Assistant Publicity Officer -	
Public Relations Officer - Grade 1 - 1st year	68,784
2nd year	70,167
3rd year	71,546
Grade 2 - 1st year	80,683
2nd year	82,244
3rd year	83,906
Publicity Officer - 1st year	57,772
2nd year	59,428
3rd year	60,518

Assistant Publicity Officer -	
1st year	52,324
2nd year	53,847
Gate Receptionists	43,099
Graphic Artists -	
Grade 1 -	
1st year	39,400
2nd year	40,466
3rd year	41,575
4th year	42,743
5th year	43,543
6th year	45,188
7th year or thereafter	46,320
Grade 2 -	
1st year	47,682
2nd year	48,518
3rd year and thereafter	49,431
Grade 3 -	
1st year	51,784
2nd year and thereafter	53,344
Designers (Exhibitions and Publications)	
1st year	42,743
2nd year	43,543
3rd year	44,745
4th year	46,320
5th year	47,682
6th year	48,518
7th year	49,431
8th year	50,829
9th year	52,810
10th year	55,010
11th year	56,701
12th year and thereafter	58,925

Table 2 - Other Rates and Allowances

Effective from the first pay period to commence or after the dates specified in the table:

Item No.	Clause No.	Brief Description	Amount \$
1	8.4	Overtime Meal Allowance: Dinner Supper	1.7.07 - \$22.60 1.7.07 - \$8.70
2	11.1	First Aid Allowance Holders or basic qualifications: Holders of current occupational first aid certificate:	1.7.07 - \$12.76 per week 1.7.07 - \$19.20 per week
3	11.1	Casual First-aid allowance	1.7.07 - \$12.80 per shift

4	11.2	Uniforms - Laundry Allowance	1.7.07 - \$5.35 per week
		Gate Receptionists	1.7.07 - \$9.63 per week
5	11.3	Disability Allowance at Western Plains Zoo	\$15.20 per week
6	11.4	Meal Allowance: Breakfast Lunch Dinner	1.7.07 - \$20.20 1.7.07 - \$22.65 1.7.07 - \$38.95

I. W. CAMBRIDGE, Commissioner.

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SERIAL C5940

**CLERICAL AND ADMINISTRATIVE EMPLOYEES LEGAL
INDUSTRY (STATE) INDUSTRIAL COMMITTEE**

Application by Law Society of New South Wales.

(No. IRC 2219 of 2007)

Before the Honourable Justice Backman

20 December 2007

ORDER

The Commission orders that -

1. The Clerical and Administrative Employees Legal Industry (State) Industrial Committee published 23 June 2000 (316 I.G. 876), be extended for a further three (3) years.
2. This order shall take effect from 20 December 2007 and shall remain in force for a period of three (3) years until 20 December 2010.

A. F. BACKMAN *J*

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SERIAL C6466

METALLIFEROUS MINING (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 68 of 2008)

The Honourable Justice Kavanagh

12 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Metalliferous Mining (State) Industrial Committee published 16 September 2005 (353 I.G. 927), be extended for a further period of three (3) years.
2. This order shall take effect from 12 February 2008.

T. M. KAVANAGH J.

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SERIAL C6467

**SMALLGOODS MANUFACTURERS (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, an industrial organisation of employees.

(No. IRC 69 of 2008)

The Honourable Justice Kavanagh

6 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Smallgoods Manufacturers (State) Industrial Committee published 14 June 1996 (293 I.G. 370), be extended for a further period of three (3) years.
2. This order shall take effect from 6 February 2008.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

SERIAL C6468

POULTERERS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, an industrial organisation of employees.

(No. IRC 70 of 2008)

The Honourable Justice Kavanagh

6 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Poulterers (State) Industrial Committee published 5 July 1996 (293 I.G. 880), be extended for a further period of three (3) years.
2. This order shall take effect from 9 March 2008.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

SERIAL C6469

MEAT PRESERVERS, &c. (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, an industrial organisation of employees.

(No. IRC 71 of 2008)

The Honourable Justice Kavanagh

6 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Meat Preservers, &c. (State) Industrial Committee published 3 December 1993 (277 I.G. 578), be extended for a further period of three (3) years.
2. This order shall take effect from 21 February 2008.

T. M. KAVANAGH J.

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SERIAL C6470

**COLD STORAGE, &c., EMPLOYEES (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, an industrial organisation of employees.

(No. IRC 72 of 2008)

The Honourable Justice Kavanagh

6 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Cold Storage, &c., Employees (State) Industrial Committee published 14 June 1996 (293 I.G. 364), be extended for a further period of three (3) years.
2. This order shall take effect from 9 March 2008.

T. M. KAVANAGH J.

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SERIAL C6471

BUTCHERS, WHOLESALE (COUNTRY) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, an industrial organisation of employees.

(No. IRC 73 of 2008)

The Honourable Justice Kavanagh

6 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Butchers, Wholesale (Country) Industrial Committee published 14 June 1996 (293 I.G. 374), be extended for a further period of three (3) years.
2. This order shall take effect from 21 February 2008.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

SERIAL C6472

BUTCHERS, RETAIL (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, an industrial organisation of employees.

(No. IRC 74 of 2008)

The Honourable Justice Kavanagh

6 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Butchers, Retail (State) Industrial Committee published 14 June 1996 (293 I.G. 372), be extended for a further period of three (3) years.
2. This order shall take effect from 9 March 2008.

T. M. KAVANAGH J.

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SERIAL C6473

PUBLIC HOSPITAL NURSES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, an industrial organisation of employees.

(No. IRC 40 of 2008)

The Honourable Justice Kavanagh

29 January 2008

ORDER

The Commission orders that:-

1. The Industrial Committee, known as the Public Hospital Nurses (State) Industrial Committee published 30 June 2000 (316 I.G. 1098), be dissolved.
2. This order shall take effect from 29 January 2008.

T. M. KAVANAGH J.

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SERIAL C6474

**TRAINED NURSES, &c., OTHER THAN IN HOSPITALS, &c. (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, an industrial organisation of employees.

(No. IRC 77 of 2008)

The Honourable Justice Kavanagh

29 January 2008

ORDER

The Commission orders that:-

1. The Industrial Committee, known as the Trained Nurses, &c., Other than in Hospitals, &c., (State) Industrial Committee published 7 July 2000 (316 I.G. 1310), be extended for a further period of three (3) years.

The terms of the Committee are as follows:

Registered and enrolled nurses, assistants in nursing, and all persons employed as nurses in the industry and calling of nursing;

excepting employees of the Crown;

And excepting employees covered by the following awards:

Public Health System Nurses' & Midwives' (State) Award;

Private Hospital Industry Nurses' (State) Award;

Nursing Homes, &c., Nurses' (State) Award

and excepting employees within the jurisdiction of the following Industrial Committees:

Iron and Steel Works Employees (Australian Iron and Steel Proprietary Limited);

Australian Wire Industries Pty Ltd _ Sydney Wiremill;

Tubemakers of Australia Limited, Newcastle;

County Councils (Electricity Undertakings) Employees;

and excepting also persons employed by -

The Council of the City of Sydney;

The Council of the City of Newcastle;

Sydney Electricity;

Electricity Commission of New South Wales, trading as Pacific Power;

State Rail Authority of New South Wales;

State Transit Authority of New South Wales;

Roads and Traffic Authority of New South Wales;

Water Board;

The Hunter District Water Board;

The Maritime Services Board of New South Wales;

The Australian Gas Light Company;

Electrolytic Refining and Smelting Company of Australia Proprietary Limited, metal Manufactures Limited, Australian Fertilizers Limited, and Austral Standard Cables Proprietary Limited, in and about the works of the said companies at Port Kembla, and employees within the jurisdiction of the Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and Green leaf Fertilizers Limited) Industrial Committee.

3. The said committee shall consist of two representatives of employers and two representatives of employees.
4. The representatives of employers shall be appointed, upon nomination as prescribed, by Australian Business Industrial and the Australian Federation of Employers and Industry and alternate representatives may be appointed, upon nomination as prescribed, by the Australian Medical Association (New South Wales Branch),¹ the Catholic Hierarchy of New South Wales (Province of Sydney)² and the Association of Independent Schools of New South Wales.³
5. The representatives of employees shall be appointed, upon nomination as prescribed, by the New South Wales Nurses' Association.
6. This order shall take effect from 29 January 2008.

Note ¹These nominees may have alternate nominating rights on the Industrial Committee when the said committee deals with matters relating directly to the wages and industrial conditions of persons covered by the Area, Incidence and Duration clause of the Nurses, &c., Other Than in Hospitals, &c., (State) Award.

²These nominees may have alternate nominating rights on the Industrial Committee in place of the nominees as prescribed by the Chamber of Manufacturers of New South Wales when the said committee deals with matters directly relating to the wages and industrial conditions of persons covered by the Area, Incidence and Duration clause of the Nurses, Non-Government Schools (State) Award.

³These nominees may have alternate nominating rights on the Industrial Committee in place of the nominees as prescribed by the Employers' Federation of New South Wales when the said committee deals with matters directly relating to the wages and industrial conditions of persons covered by the Area, Incidence and Duration clause of the Nurses, Non-Government Schools (State) Award.

T. M. KAVANAGH J.

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ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA08/7 - Australian Jockey Club Casual Barrier Attendants Enterprise Agreement 2007-2010

Made Between: Australian Jockey Club -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 25 February 2008.

Description of Employees: The agreement applies to all employees employed by the Australian Jockey Club located at Royal Randwick Racecourse, Alison Road, Randwick NSW 2031 and the Warwick Farm Racecourse, who are engaged in work performed by casual barrier attendants, and who fall within the coverage of the Theatrical Employees (Recreational Grounds and Raceday Official - NSW and ACT) Award 2000.

Nominal Term: 33 Months.

Printed by the authority of the Industrial Registrar.

CONTRACT AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA08/1 - TNT Australia - TWU New South Wales (Contract Carriers) Agreement 2008-2010

Made Between: Riteway Transport Pty Ltd, TNT Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 20 March 2008 and commenced 1 January 2008.

Description of Employees: The agreement applies to all contract carriers employed by TNT Australia Pty Ltd and Riteway Transport Pty Ltd, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

Nominal Term: 24 Months.

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