

Vol. 349, Part 3

25 March 2005

Pages 544 - 780



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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

ISSN 0028-677X

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(1595)

**SERIAL C3411****CATHOLIC HEALTH CARE SERVICES NURSES' ENTERPRISE  
(STATE) AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4534 of 2004)

Before Mr Deputy President Grayson

23 November 2004

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

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## PART B MONETARY RATES

Table 1 - Monetary Rates

Table 2 - Other Rates and Allowances

### 2. No Extra Claims

It is a term of this Award that the Association undertakes, until 30 June 2003, not to pursue any extra claims, award or over award, except where consistent with the current wage-fixation principles or Clause 49 Leave Reserved.

### 3. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have the respective meanings assigned to them:

- (i) "Industry of Nursing" means the industry of persons engaged in New South Wales in the profession of nursing in private hospitals and/or aged care facilities.
- (ii) "Hospital" means a private hospital as defined by the *Private Hospitals and Day Procedure Centres Act 1988*.
- (iii) "Aged Care Facilities" means a nursing home or hostel as defined in the *Nursing Homes Act 1988* or *Aged and Disabled Persons Care Act 1954*
- (iv) "Health Care facility" means hospital and/or aged care facility as defined herein.
- (v) "Board" means the Nurses' Registration Board of New South Wales.
- (vi) "Trainee Enrolled Nurse" means a person who is being trained to become an enrolled nurse in a hospital approved for this purpose by the Board.
- (vii) "Assistant in Nursing" means a person, other than a registered nurse, student nurse, trainee enrolled nurse, or enrolled nurse, who is employed in nursing duties.
- (viii) "Enrolled Nurse" means a person enrolled by the Board as such.

- (ix) "Enrolled Nurse - Special Grade" means an enrolled nurse, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by the employer, which satisfies the criteria as agreed between the Association and the employer from time to time.
- (x) "Salary Packaging" refers to the packaging of an employee's salary to provide for the payment of fringe benefits to reduce the total employment cost of the employee. The calculation is based on the employee's gross income immediately prior to the commencement of this Award.
- (xi) "Clinical Nurse Specialist" means a registered nurse with relevant post-basic qualifications and 12 months' experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years' post-basic registration experience, including three years' experience in the relevant specialist field and who satisfies the local criteria.
- (xii) "Nursing Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units shall include:

"Nursing Unit Manager Level 1" whose responsibilities include:

- (a) Co-ordination of Patient Services

Liaison with all health care disciplines for the provision of services to meet patient needs.

The orchestration of services to meet patient needs after discharge.

Monitoring catering and transport services.

- (b) Unit Management

Implementation of employer policy.

Dissemination of information to all personnel.

Ensuring environmental safety.

Monitoring the use and maintenance of equipment.

Monitoring the supply and use of stock and supplies.

Monitoring cleaning services.

- (c) Nursing Staff Management

Direction, co-ordination and supervision of nursing activities.

Training, appraisal and counselling of nursing staff.

Rostering and/or allocation of nursing staff.

Development and/or implementation of new nursing practice according to patient need.

"Nursing Unit Manager Level 2" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 1.

"Nursing Unit Manager Level 3" whose responsibilities in relation to patient services ward or unit management and staff are in excess of those of a Nursing Unit Manager Level 2.

- (xiii) "Clinical Nurse Educator" means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the ward/unit level.

The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in the ward/unit level only.

A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the employer to provide the educational programmes detailed above.

Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

- (xiv) "Nurse Educator" means a registered nurse with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by the employer who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a health or aged care facility or group of facilities. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, new graduate orientation, post registration enrolled nurses courses and where applicable general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualification in education or tertiary postgraduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as the sole nurse educator for a health or aged care facility or group of facilities shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators' shall be on completion of 12 months' satisfactory service subject that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in the two previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months' satisfactory full time service.

- (xv) "Senior Nurse Educator" means a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education appointed to a position of Senior Nurse Educator.

A Senior Nurse Educator shall be responsible for one or more Nurse Educators in the planning, co-ordination, delivery, and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, new graduate orientation, post registration enrolled nurses courses and where applicable general staff development courses either on a health or aged care facility or group of health care facilities basis.

Incremental progression shall be on completion of 12 months' satisfactory service.

- (xvi) "Clinical Nurse Consultant Grade 1" means a registered nurse appointed as such to the position of, whose had at least five years post-basic registration experience and who has in addition approved post-basic nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the employer.

"Clinical Nurse Consultant Grade 2" means: a registered nurse appointed as such to a position, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the nurse must have approved postgraduate nursing qualifications relevant to the field in which he/she is appointed or such other qualifications or

experience deemed appropriate by the employer. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Consultant Grade 3" means: a registered nurse appointed as such to a position, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the nurse must have approved postgraduate nursing qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the employer. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

(xvii) "Assistant Director of Nursing" means:

- (a) A person appointed as such in a health or aged care facility where the adjusted daily average of occupied beds is not less than 150 and includes a person appointed as the nurse in charge during the evening or night in a health or aged care facility where the adjusted daily average of occupied beds is not less than 150.
- (b) A person appointed to be a registered nurse in charge of all theatres in a hospital having four or more major theatres in regular use.
- (c) A person appointed as such to a position approved by the employer including persons appointed to be in charge of the administration of a group of wards or department of a health or aged care facility including a community nursing department.

(xviii) "Day Worker" means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of the shift system.

(xix) "Deputy Director of Nursing" means a person appointed to that position or deemed to hold that position pursuant to Clause 35, Deputy Director of Nursing and Assistant Director of Nursing, of this award.

(xx) "Director of Nursing" means a registered nurse who is registered by their employer with the Health Administration Corporation of New South Wales as the person in charge of the health or aged care facility. There shall be only one person in each hospital entitled to be classified as Director of Nursing or whatever title the Senior Nursing Administrator is known by in individual health or aged care facility.

(xxi) "Experience" in relation to a trainee enrolled nurse, enrolled nurse, or assistant in nursing means experience before and/or after the commencement of this award whether within New South Wales or elsewhere and in the case of a trainee enrolled nurse, enrolled nurse or assistance in nursing who was formerly a student nurse includes experience as such student nurse.

For the purpose of determining the year of experience for part time or casual employment a year of experience shall be 1976 hours of employment, including all periods of paid leave.

(xxii)

- (a) "Service" for the purpose of Clause 9, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this award shall continue to be recognised.
- (b) To the foregoing shall be added any actual periods on and from January 1971 during which a registered nurse undertook a post-basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Health Administration Corporation of New South Wales, or is one of the following certificate or diploma courses:

Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing.

Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing.

Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education.

Certificate in Operating Theatre Management - NSW College of Nursing, Australia.

Certificate in Operating Theatre Technique - College of Nursing, Australia.

Certificate in Coronary Care - NSW College of Nursing.

Certificate in Orthopaedic Nursing - NSW College of Nursing.

Certificate in Ward Management - NSW College of Nursing.

Midwife Tutor Diploma - College of Nursing, Australia, or Central Midwives Board, London.

Occupational Health Nursing Certificate - NSW College of Nursing.

Provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this award shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

- (c) For the purpose of determining the year of service for part time or casual employment a year of service shall be 1976 hours of employment, including all periods of paid leave.

(xxiii) "Shift Worker" means a worker who is not a day worker as defined.

(xxiv) "Association" means the New South Wales Nurses' Association.

#### **4. Hours of Work and Free Time of Employees Other Than Directors of Nursing**

- (i) The ordinary hours of work for day workers, other than Directors of Nursing, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (ii) The ordinary hours of work for shift workers, other than Directors of Nursing, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii)
- (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each employee shall not work their ordinary hours or work on more than nineteen days in the cycle, but this shall not apply to students in block.
- (b) Notwithstanding the provision of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
- (c) Provided that on the occasion of an employee's written request, and with the consent of the employer, a 9.5 day fortnight may be worked instead of the 19-day month.



- (iv) Except where authorised by subclause (xix) of this clause, each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 8 hours break between each shift; provided that an employee shall not work more than 7 consecutive shifts unless the employee so requests and the Director of Nursing agrees. An employee shall not work more than two (2) quick shifts in any period of 7 days.

A quick shift is an evening shift which is followed by a morning shift.

- (v) The employer is to decide when employees take their additional days off duty prescribed by subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week). Where necessary the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable additional days off duty shall be consecutive with the rostered days off duty prescribed in subclause (xiv) of this clause.
- (vi) Once set, the additional days off may not be changed except in accordance with the provisions of Clause 7, Rosters.
- (vii) Where the employer's decision (in accordance with subclause (v) of this clause) is that an employee's additional days off be accumulated, no more than 6 days may be accumulated in any one-year of employment. By mutual agreement this may be extended to no more than 12 days at any one time.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous. Provided, that in the case of permanent part-time employees, the employer may apply to the New South Wales Nurses' Association for an exemption from this provision, and from subclause (iv) of this clause with regard to the span of hours only, to enable an additional break of no more than 4 hours. In any event, the span of hours shall not exceed 12 hours.
- (ix)
- (a) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.
- (b) Where practicable, employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable an employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break as otherwise provided for by this subclause without penalty to the employer. The term 'where practicable' encompasses regard being paid to the service requirements of the employer.
- (x) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one twenty-minute interval, or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.
- (xi)
- (a) Subclauses (ix) and (x) of this clause shall not apply to an employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
- (b) Where an employee is required to change into a uniform or a specified type of garment at the employer's premises they shall be allowed ten minutes for such a purpose and such time shall be counted as working time and paid for as such.

- (xii)

- (a) Except as provided for in paragraph (b) an employee shall not be employed on night duty for a longer period than 8 consecutive weeks. After having served a period of night duty an employee shall not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.
  - (b) The provisions of paragraph (a) shall not apply to an Assistant Director of Nursing, a Nursing Unit Manager or a general nurse in charge, as the case may be, who is employed permanently in charge at night nor to an employee who requests to be employed on night duty and the Director of Nursing consents.
  - (c) Moreover except in cases of emergency a trainee enrolled nurse shall not be employed on night duty for more than 10 weeks in any one year of training nor shall a trainee enrolled nurse who is sitting for his or her final examination be required to perform night duty during a period of at least two weeks prior to the respective examination or on the two nights following such examination.
- (xiii) An employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the twenty hours immediately preceding the commencement of the changed day.
- (xiv)
- (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each twenty-eight (28) day cycle and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping time. An evening shift shall be one which commences at or after 1.00 pm and before 4.00 pm.
  - (b) An employee, at her or his request, may be given free from duty time in one or more periods but no period shall be less than one full day.
  - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- (xv)
- (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid for in accordance with Clause 13, Special Allowances, of this award: Provided, however, no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.
  - (b) No employee shall be required to remain on call whilst on a rostered day off nor on completion of the shift on the day preceding a rostered day off. This provision shall not apply where in special circumstances it is necessary for an employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.
- (xvi) All rostered time off duty occupied by a trainee enrolled nurse in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.
- (xvii) The employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of their intention so to do to the Industrial Registrar and to the Association.

- (xviii) The provisions of paragraphs (a) and (b) of subclause (xii) and of subclause (xiii) and of paragraph (a) of subclause (xiv) of this clause, shall not apply if the employee is required to perform duty to enable the nursing service of the employer to be carried on or where another employee is absent from duty on account of illness or in an emergency.
- (xix) The following criteria shall apply to the introduction of 12 hour shifts:
- (a) 12 hour shifts will only be introduced in units where there has been full consultation with the staff affected and a majority of the staff affected agree to the introduction of the proposed 12 hour shift system;
  - (b) any employee who does not wish to work under the 12 hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours;
  - (c) the span of hours must not exceed 12.5 hours;
  - (d) there must be a maximum of three consecutive night shifts which include one or more 12 hour shifts;
  - (e) there must be a minimum break of 11.5 hours rostered between each 12 hour shift;
  - (f) employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks employees must be allowed either two 10 minute or one 20 minute paid tea break;
  - (g) the employer must notify the Association of the implementation of the 12 hour shifts at least one month prior to commencing the new arrangements. The details of that notification must indicate the number of staff involved the section of the hospital involved and the award provisions which need to be overridden.
  - (h) there must be an evaluation process at the completion of the first 12 months, or sooner if the employer and affected employees agree. The evaluation process must involve representatives of employees and the employer. Aspects which are to be considered in the evaluation process are to include occupational health and safety data, sick leave patterns and the frequency of overtime.
  - (i) the Association is to be notified of the outcome of the evaluation process;
  - (j) nothing contained in this subclause shall prevent an individual employee and their employer reaching mutual agreement to that individual working 12 hour shifts.

### **5. Hours of Work and Free Time of Directors of Nursing**

This clause does not apply to part-time employees.

- (i) A Director of Nursing shall be free from duty for not less than 9 days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- (iii) A Director of Nursing shall, where practicable, inform his or her employer giving not less than seven days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

## 6. Banking of Hours

- (i) A full time or part time employee may, by agreement made daily, weekly or fortnightly with their NUM or DON:
  - (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
  - (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may set off the additional hours worked against any owing pursuant to subclause (i) above.
- (ii) An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.
- (iii) An employee who works more than their rostered or contracted hours shall not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- (iv) Time debited or credited under these arrangements shall all be at ordinary time, i.e., an hour for an hour.
- (v) An employee may not have more than 76 hours in debit or credit at any point in time.
- (vi) Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.
- (vii) The employer must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.
- (viii) On termination of employment the employer must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.
- (ix) Either party shall have the right to terminate an agreement under this clause with two weeks notice.

## 7. Rosters

- (i) The ordinary hours of work for each employee, other than the Director of Nursing and casual employees shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed where practicable at least two weeks prior, but in any event not less than one week prior, to the commencing date of the first working period in the roster. Provided that in the case of a permanent part-time employee whose hours are balanced over 4 weeks, the roster shall be displayed where practicable, at least 4 weeks prior to the commencing date of the first working period in the roster but in any event not less than one week prior, to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the health or aged care facility to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) An employee may change their roster at short notice, with the agreement of their unit manager or Director of Nursing for any reasonable ground.

- (vi) An employer may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- (vii) Where an employee is entitled to an additional day off duty in accordance with Clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, of this award, such day is to be shown on the roster of hours for that employee.
- (viii) All rosters shall be retained for at least six years.

### **8. Pilot Roster Projects**

- (i) Notwithstanding any other provision of this award, Pilot Roster Projects for the purposes of trialing flexible roster practices may be implemented on the following basis:
  - (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by an employer.
  - (b) The terms shall include
    - (1) the duration of the project; and
    - (2) the conditions of the project, and
    - (3) the award provisions required to be overridden in order to implement the project; and
    - (4) review mechanisms to assess the effectiveness of the project.
  - (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
  - (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by a party to the making of this award.

### **9. Salaries**

- (i) The minimum salaries per week shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

In relation to the salaries of Deputy Director of Nursing and Director of Nursing, "beds" means adjusted daily average of occupied beds; in relation to the salary of Subsidiary Hospital Director of Nursing, "beds" means the adjusted daily average of occupied beds in the subsidiary hospital.

### **10. Transitional Arrangements - Registered Nurse Incremental Scale**

- (i) For the purposes of this clause "transitional date" means the first pay period commencing on or after 1 March 1997.
- (ii) The year of service for the purpose of the incremental scale for a registered nurse employed at the transitional date shall be determined by locating the registered nurse's current year of service on the incremental scale in Column A of the Transitional Table in subclause (iv). The registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of

the Transitional Table. Provided that a registered nurse with eight or more actual years of service shall be placed on the eighth year of service in Column B of the Transitional Table.

- (iii) Registered nurses who commence employment with an employer after the transitional date shall have their year of service determined as if they were employed by the employer at the transitional date. That is; the transitional arrangements shall apply to all periods of employment, under this award, which commence on or after the transitional date.
- (iv) Transitional Table:

Column A (Old incremental scale)	Column B (New incremental scale)
First year of service	First year of service
Second year of service	First year of service
Third year of service	Second year of service
Fourth year of service	Third year of service
Fifth year of service	Fourth year of service
Sixth year of service	Fifth year of service
Seventh year of service	Sixth year of service
Eighth year of service	Seventh year of service
UGI	Eighth year of service
Note: For the purposes of the old incremental scale only, a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies (Nursing) (referred to for the purposes of this clause as a "UGI" qualification) shall enter the incremental scale on the second year of service.	

- (v) The year of service determined by this clause shall be year of service only for the purposes of Clause 9, Salaries. In particular this clause shall not affect the definition of service for the purposes of Clause 24, Annual Leave and Public Holidays; Clause 26, Sick Leave or Clause 27, Long Service Leave.
- (vi) A registered nurse's anniversary date for the purpose of moving to the next year of service is not affected by this clause.

### 11. Recognition of Service and Experience

- (i) The employer shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse then the requirements of this clause shall not commence until the employer does so notify the nurse.
- (ii) From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in Clause 3, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- (iii) Until such time as the nurse furnishes any such documentation contemplated in (ii) above the employer shall pay the nurse at the level for which documentary evidence has been provided.
- (iv) If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (v) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the employer.

- (vi) A nurse who is working as a nurse for more than one organisation shall notify each employer under this award within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.
- (vii) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period the nurse shall be paid at the higher rate only from the date of proof.

### 12. Average Occupied Beds

For the purpose of ascertaining the adjusted daily average of occupied beds of a health or aged care facility, each newly-born baby shall count as one half patient and 700 registered outpatients per annum shall count as one occupied bed. The average shall be taken for the twelve months ended on the 30 June in each and every year and such average shall relate to the salary of the succeeding year. Each employer shall furnish to the Association, by prepaid letter posted on or before the 31 July in each year, a statement in writing showing the adjusted daily average of occupied beds for the twelve months ending on the preceding 30 June.

### 13. Special Allowances

- (i)
  - (a) A registered nurse in charge during the day, evening or night of a health or aged care facility having a daily average of occupied beds of less than 100 shall be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, per shift.
  - (b) A registered nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing Unit Manager shall be paid, in addition to her or his appropriate salary whilst so in charge the sum set out in Item 2 of Table 2, per shift. This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.
  - (c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than that of registered nurse.
- (ii)
  - (a) An employee required by their employer to be on call otherwise than as provided for in paragraph (b) shall be paid the sum set out in Item 3 of 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.
  - (b) An employee required to be on call on rostered days off in accordance with subclause (xv)(b) of Clause 4 shall be paid the sum set out in Item 4 of 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.
  - (c) An employee who is directed to remain on call during a meal break shall be paid an allowance of the sum set out in Item 5 of Table 2 provided that no allowance shall be paid if, during a period of 24 hours including such period of on call, the employee is entitled to receive the allowance prescribed in (a) above. If an employee is recalled to duty during such meal break, they shall be paid at overtime rates for the total period of the meal break.
  - (d) Where an employee on remote call leaves the health or aged care facility and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances the allowance payable shall be the transport

rate prescribed from time to time by the NSW Health Department. The provisions of this paragraph shall apply to all employees.

- (e) This subclause shall not apply to a Director of Nursing, Subsidiary Hospital Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.
- (iii)
- (a) Where a Director of Nursing is required by the employer to perform radiographic duties they shall be paid in addition to their appropriate salary an allowance of the sum set out in Item 6 of Table 2 per week.
  - (b) The allowance prescribed by paragraph (a) of this subclause shall apply to an employee who relieves the Director of Nursing for a period of one week or more.
  - (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week shall be paid in addition to his or her appropriate salary a daily allowance of the sum set out in Item 7 of Table 2; provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the sum set out in Item 8 of Table 2.
  - (d) The allowance prescribed by this subclause shall be regarded as part of the salary for the purpose of this award.
  - (e) Provided that the allowances provided for in this subclause shall only be paid to employees who had been in receipt of the allowance prior to 1 July 1996.
- (iv) An employee required to wear a lead apron shall be paid an allowance of the sum set out in Item 9 of Table 2 for each hour or part thereof that they are required to wear the said apron.
- (v)
- (a) A registered nurse who is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of a health or aged care facility with less than 100 beds during the day, evening or night on the same shift shall be paid an allowance per shift of the sum set out in Item 10 of Table 2. This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.
  - (b) This subclause shall not apply to registered nurses holding classified positions of a higher grade than of a registered nurse.

#### **14. Penalty Rates for Shift Work and Weekend Work**

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm.

Afternoon shift commencing at 10.00 am and before 1.00 pm	10%
Afternoon shift commencing at 1.00 pm and before 4.00 pm	12.5%
Night shift commencing at 4.00 pm and before 4.00 am	15%
Night shift commencing at 4.00 am and before 6.00 am	10%

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week but shall include amounts payable pursuant to Clause 9, Salaries; and subclause (iii) of Clause 13, Special Allowances.



- (iii) For the purposes of this clause day, afternoon and night shifts shall be defined as follows:

"Day Shift" means a shift which commences at or after 6.00 am and before 10.00 am.

"Afternoon shift" means a shift which commences at or after 10.00 am and before 4.00 pm.

"Night Shift" means a shift which commences at or after 4.00 pm and before 6.00 am on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the subclause (i) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by Clause 23, Part-time, Casual and Temporary Employees, of this Award in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this award, except as provided in Clause 24, Annual Leave and Public Holidays, of this award.

- (vi)

(a) This subclause shall only apply to nurses who work an entire ordinary time shift in a discrete designated day procedure ward or unit which routinely functions between the hours of 7.00 am and 6.00 pm.

(b) This subclause shall not apply to any nurse whose employment commenced prior to 15 December 1994 and who has been employed on a continuous basis since that date.

(c) A nurse to whom this subclause applies shall not be entitled to an additional penalty rate payment for ordinary time worked prior to 6.00 pm on any week day.

(d) A nurse to whom this subclause applies shall be paid, in addition to their ordinary rate, a penalty -payment at the rate of 15% for all ordinary time worked after 6.00 pm on any week day.

### **15. Fares and Expenses**

- (i) A student nurse or trainee enrolled nurse sitting for an examination prescribed by the Board and required to travel from the home centre to an examination centre shall be paid by the employer all fares necessarily incurred in such travelling, and if it is reasonably necessary for each student nurse or trainee enrolled nurse to sleep away from such home centre the employer shall pay in addition to the fares the cost of reasonable accommodation and meals. "Home Centre" means the town in which is situated the hospital at which such student nurse or trainee enrolled nurse is employed.

- (ii) An employee required to travel in the performance of duty shall be paid all reasonable out of pocket expenses (including fares).

- (iii)

- (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres.
- (b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason other than misconduct or inefficiency shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres; and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination, whichever is the cheaper.
- (iv) An employee who is engaged for a definite period and who completed the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency shall be reimbursed also return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (v) Subclauses (iii) and (iv) of this clause shall not apply to, trainee enrolled nurses or to nurses travelling to a health or aged care facility for post-graduate training.
- (vi) Fares within the meaning of this clause shall include only fares incurred in respect to travel within New South Wales.
- (vii) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that they have not received from another employer reimbursement in respect of those fares.

#### **16. Telephone Allowance**

If an employee is required, for the purpose of their employment, to be on call on a regular basis or where an employee is required by their employer to have a telephone installed for the purpose of their employment the employer shall be responsible for the following payments:

- (i) Where the employee already has a telephone installed:
  - (a) three quarters of the cost of rental of the telephone;
  - (b) the cost of all official STD and mobile phone calls.
- (ii) Where the employee does not have the telephone installed:
  - (a) the cost of installation of the telephone;
  - (b) three quarters of the cost of rental of the telephone;
  - (c) the cost of all official STD and mobile phone calls.
- (iii) Provided that where the employee is provided with a Pager the employer shall be responsible for the following payments:
  - (a) one half of the cost of rental of the telephone;
  - (b) the cost of all official STD and mobile phone calls.

#### **17. Uniform and Laundry Allowances**

- (i) Subject to subclause (iii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket shall be supplied free of cost to each employee. An employee to whom a new uniform or part of a uniform has been issued 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.

- (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
  - (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum set out in Item 11 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for uniforms and the sum set out in Item 12 of Table 2 for shoes per week.
  - (b) In lieu of supplying stockings to a female employee an employer shall pay the said employee the sum set out in Item 13 of Table 2 per week.
  - (c) In lieu of supplying a cardigan or jacket to an employee an employer shall pay the said employee the sum set out in Item 14 of Table 2 per week.
  - (d) If, in any health or aged care facility, the uniforms of an employee are not laundered at the expense of the employer an allowance of the sum set out in Item 15 of Table 2 shall be paid to the said employee; provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
  - (e) Where the employer requires any employee to wear headwear, the employer shall provide headwear free of charge to the employee.
  - (f) In lieu of supplying socks to an employee the employer shall pay the said employee the sum set out in Item 16 of Table 2 per week.
  - (g) The allowances referred to subclause (iii) are also payable during any period of paid leave.

### **18. Higher Grade Duty**

- (i) An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.
- (ii) The provisions of subclause (i) shall not apply where the employee being relieved is absent from duty for a period of three consecutive working days or less which have been rostered in advance, except where the duties of the higher position involve being in charge of the facility during the period in question.
- (iii) Further, the provisions of subclause (i) shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than Clause 5, Hours of Work and Free Time of Directors of Nursing.

### **19. Overtime**

- (i) Subject to subclause (ii) of this Clause employees shall work reasonable overtime when required by the employer.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
  - (a) the risk to the employee's health and safety;

- (b) the employee's personal circumstances including any family and carer responsibilities;
  - (c) the needs of the facility;
  - (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.
- (iv)
- (a) Subject to paragraph (b) hereof all time worked by employees other than Directors of Nursing in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
  - (b) All time worked by permanent part time employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays 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.
- Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned 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.
- (v) The ordinary hours of work for Directors of Nursing shall be thirty eight hours per week and shall not, without payment of overtime at the rate of time and one half, exceed:
- (a) 43 hours in any week; or
  - (b) 86 hours in any fortnight; or
  - (c) 129 hours in any twenty one consecutive days; or
  - (d) 172 hours in any twenty eight consecutive days.
- (vi) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty; provided that this subclause does not apply to a Director of Nursing.
- (vii) An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (viii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.

- (ix) The meals referred to in subclauses (vii) and (viii) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, an allowance per meal of the sum set out in Item 17 Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall be paid to the employee concerned.
- (x) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, shall apply.
- (xi) If an employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.
- (xii) An employee who works so much overtime:
  - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or
  - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding their next day or shift; shall subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (xiii) In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
  - (a) Time off in lieu of overtime must be taken within four months of it being accrued at ordinary rates.
  - (b) Where it is not possible for a nurse to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) Nurses cannot be compelled to take time off in lieu of overtime.
  - (d) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the employer.

## **20. Remuneration Packaging**

- (i)
  - (a) Subject to paragraph (q) of subclause (ii) of this Clause a full time employee will have their wages/salary packaged within the limits prescribed by Federal Fringe Benefits. Tax legislation as follows:
    - Private Hospital Nurses - Fringe Benefit Limit of up to = \$17 000 gross or \$8755 net
    - Aged Care Nurses Fringe Benefit Limit of up to = \$30 000 gross or \$15450 net
  - (b) Permanent part time and Assistant in Nursing employees will have the option of salary packaging where there is a mutual benefit to both employer and employee.

(ii)

- (a) The terms and conditions of such a package overall shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:
- (b) The employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- (c) The employer shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this award;
- (d) The employer shall advise the employee, in writing, that all award conditions, other than the salary and those conditions as agreed in paragraph (e) below shall continue to apply;
- (e) A copy of the agreement shall be made available to the employee;
- (f) The employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- (g) The configuration of the remuneration package shall remain in force for the life of the award:
- (h) Where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- (i) In the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax the employer may terminate all salary packaging arrangements and the employee's salary will revert to that specified in paragraph (b) of above;
- (j) Where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employer and/or the employee must give three months notice of the proposed change.
- (k) In the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with paragraph (b) above. Any outstanding benefit shall be paid on or before the date of termination.
- (l) Any pay increases granted to employees under this award shall also apply to employees subject to remuneration packaging arrangements within this clause.
- (m) All employees entering salary-packaging arrangements shall attract annual leave loading calculated at 62.5%.
- (n) The Employer's policy and procedure in respect of salary packaging for the employer being adhered to by both the employer and employee.
- (o) Employees entering salary packing arrangements shall receive a cash payment of 1% based on the employees base award annual or pro-rata salary excluding shift penalties or overtime. The payment shall be made by the employer to the employee by the first pay period in December each year.
- (p) The employee shall be entitled to pro-rata payment specified in paragraph (o) upon termination of employment.

- (q) Salary packaging shall not apply in the following circumstances:
- (1) If an employee will suffer financially as a result of being salary packaged. The employer will treat each case on its merits and both the employer and employee will resolve the issue by mutual agreement. Where agreement cannot be reached, then Clause 46, Resolution of Disputes of the Award shall apply.
  - (2) Where Clause 46, Resolution of Disputes is utilised, upon the request of the NSW Nurses' Association, the employer shall pay for the services of a financial adviser nominated by the NSW Nurses' Association and agreed to by the employer to assist in resolution of the dispute between the parties.
  - (3) If an employee currently contributes towards child support payment through the Commonwealth Child Support Agency or equivalent body, that employee need not salary package.
  - (4) Where an employee and employer agree that an employee will not salary package, that employee shall be entitled to the full award rate without loss of entitlement.
- (r) An amount equivalent to the minimum statutory superannuation contribution on the unpackaged Award amount will be made by the Employer.

## **21. Payment and Particulars of Salaries**

- (i) All salaries and other payments shall be paid weekly or fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer; provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Wages may be initially deposited into the hospital's own local bank and transferred to each employee's requested financial institution. Salaries shall be deposited by hospitals in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions, but in such cases facilities shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 41, Termination of Employment, of this award, shall be paid all moneys due to them prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or their services are terminated without due notice, any moneys due to them shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars, namely: name, the amount of ordinary salary, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

## **22. Registration and Enrolment Pending**

- (i) A student or trainee enrolled nurse who has completed the course of training prescribed by the Board and applied for registration or enrolment shall, upon registration or enrolment, be paid as from the date

of application for registration or enrolment the salary to which they would have been entitled if registered or enrolled.

- (ii) A nurse or enrolled nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as and from the date they are notified that they are eligible for registration or enrolment as a registered nurse or enrolled nurse provided that they make application for registration within seven days after being so notified.
- (iii) They shall notify the employer as soon as possible after they have so applied.

### **23. Part-Time, Casual and Temporary Employees**

#### **Part I - Permanent Part-Time Employees**

- (i)
  - (a) A permanent part-time employee is one who is permanently appointed by a facility to work a specified number of hours, which are less than those, prescribed for a full-time employee.
  - (b) By agreement between employer and employee, the specified number of hours may be balanced over a week, a fortnight or four weeks. Provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave.
  - (c) An employee whose hours are averaged over 4 weeks shall be paid each week or fortnight according to the employee's average weekly or fortnightly hours as is appropriate.
  - (d) Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over four weeks, not working in any one week in accordance with paragraph (b) of this subclause.
- (ii) Permanent part time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 9, Salaries, of this award and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Part I Clause 13, Special Allowances, of this award, with a minimum payment of 2 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 17, Uniforms and Laundry Allowances of this Award, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses (iii) and (v) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing.
- (iii) Four weeks' Annual Leave on ordinary pay is to be granted on completion of each twelve months' service. The provisions of subclauses (v) to (xi) of Clause 24, Annual Leave and Public Holidays, and Clause 25, Annual Leave Loading, of this award shall apply to employees engaged under Part 1 Permanent Part-time Employees of this clause. The remaining provisions of Clause 24 Annual Leave and Public Holidays shall not apply.

Where an employee has any period of permanent part-time employment during any 12 months qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38 hours.

- (iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra to the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate.

Such election shall be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of time worked on a public holiday,



payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (v) To the leave prescribed by subclause (iv) of Part I Permanent Part-time Employees of this clause there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.

For the purpose of Part I Permanent Part-time Employees of this clause the following are to be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the hospital is situated.

- (vii) In addition to those public holidays prescribed in subclause (vi) of Part I Permanent Part-time Employees of this clause, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date, which is agreed upon by the Association and the respective employers. The foregoing does not apply in areas where, in each year:
- (a) a day in addition to the ten named public holidays specified in subclause (vi) Part I Permanent Part-time Employees of this clause is proclaimed and observed as a public holiday; or
- (b) two half days in addition to the ten named public holidays specified in subclause (vi) of Part I Permanent Part-time Employees of this clause are proclaimed and observed as half public holidays.
- (viii) In areas where in each year one half day in addition to the ten named public holidays specified in subclause (vi) of Part I Permanent Part-time Employees of this clause is proclaimed and observed as a half public holiday, for the purposes of this award the whole day is to be regarded and observed as a public holiday, and no additional public holiday which would otherwise apply as a result of this subclause will be observed.
- (ix) Employees engaged under Part I Permanent Part-time Employees of this clause shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

## **PART II - Casual Employees**

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Clause 9, Salaries, of this award and where applicable one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 13, Special Allowances, of this award plus 10 per centum thereof, with a minimum payment of 2 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 17, Uniforms and Laundry Allowances, of this Award.
- (iii) With respect to a casual employee the provisions of Clause 35, Deputy Director of Nursing, Assistant Director of Nursing; Clause 5, Hours of Work and Free Time of Directors of Nursing; Clause 7, Rosters; Clause 19, Overtime; Clause 33, Special Provisions Relating to Trainee Enrolled Nurses; Clause 24, Annual Leave and Public Holidays and Clause 15, Fares and Expenses of this Award, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing.
- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.
- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of Clause 24, Annual Leave and Public Holidays, shall be paid for the time actually worked at

the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the allowance of 10 per centum prescribed in subclause (ii) of Part II Casual Employees in respect of such work.

- (vi) For the entitlement to payment in respect of long service leave, see the *Long Service Leave Act*, 1955.

### **PART III - Temporary Employees**

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks.
- (ii) A temporary employee shall be paid, in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by Clause 9, Salaries, of this Award, provided that this subclause shall cease to apply upon:
- (a) the said period of engagement being extended after the said period of 13 weeks;
- (b) the employer and the employee agreeing during the said period of 13 weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act* 1944.

### **24. Annual Leave and Public Holidays**

- (i) Annual leave on full pay is to be granted on completion of each twelve months service as follows:
- (a) Employees required to work on a seven (7) day basis six (6) weeks annual leave.
- (b) All other employees - four (4) weeks annual leave.
- (ii)
- (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the ten (10) specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
- (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year.

The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of the time worked on a public

holiday payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (d) Where a public holiday falls on a rostered day off of a shift worker as defined in Clause 3, Definitions, of this award, and who receives four (4) weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
  - (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provision of this paragraph shall apply to any public holidays falling during the period of annual leave.
- (iii) For the purpose of this subclause the following are to be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the hospital is situated.
- (iv)
- (a) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur:
    - (1) on the August Bank Holiday; or
    - (2) on a date which is agreed upon by the Association and the respective employers;  
as an additional public holiday between Christmas and New Year; provided that such day is placed between Monday to Friday (inclusive) which is not gazetted as a public holiday.
    - (3) The foregoing does not apply in areas where in each year:
      - (4) a day in addition to the ten (10) named public holidays specified in subclause (i) is proclaimed and observed as a public holiday; or
      - (5) two half days in addition to the ten (10) named public holidays specified in subclause (i) are proclaimed and observed as half public holidays.
  - (b) In areas where in each year only one half day in addition to the ten (10) named public holidays specified in subclause (iii) is proclaimed and observed as a half public holiday for the purposes of this award the whole day is to be regarded and observed as a public holiday and no additional public holiday which would otherwise apply as a result of this subclause will be observed.
- (v)
- (a) An employee shall be eligible for annual leave when twelve (12) months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due or, if the employee has not previously had annual leave, since the commencement of employment.
  - (b) Credit of time towards an allocated day off duty shall not accrue when an employee is absent in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, of this Award shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with paragraphs (b) and (c) of subclause (ii) of the Award.

- (vi) Annual leave shall be given and shall be taken either in one consecutive period or two periods neither of which shall be less than one week, or if the employer and employee so agree in either two, three or four separate periods, but not otherwise.
- (vii)
- (a) Annual leave shall be given and shall be taken within a period of six (6) months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six (6) months.
- (b) Nothing in this subclause shall prevent an employer, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued; but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the twelve (12) months in respect of which annual leave was taken before it accrued.
- (c) The employer shall give each employee, where practicable, three (3) months notice of the date upon which she or he shall enter upon leave, and in any event such notice shall not be less than twenty-eight (28) days.
- (viii)
- (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which she or he is entitled under this award. Where an employee has any period of permanent part-time employment during any 12 month qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38 hours.
- (b) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first twenty eight (28) consecutive days whilst on annual leave her or his ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave; additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave; provided that the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.
- (ix) Except as provided for in subclauses (x) and (xi) of this clause payment for annual leave shall not be made or accepted in lieu of annual leave.
- (x) Where the employment of an employee is terminated the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one-twelfth (1/12th) in respect of employees rostered to work on a seven (7) day basis) of her or his ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause, and in calculating such payment no deduction is to be made for accommodation or board.
- (xi)
- (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours in Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes	Additional Annual Leave
4 - 10	1 day

11 - 17	2 days
18 - 24	3 days
25 - 31	4 days
32 or more	5 days

provided that an employee may elect to be paid when proceeding on annual leave an amount equivalent to the value of their additional leave entitlement in lieu of taking the additional leave. Such election 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.

- (b) On termination of employment employees are to be paid for any untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken annual leave due in accordance with subclause (x).

### 25. Annual Leave Loading

- (i) This clause takes effect on and from 11 July 1974. It applies only in relation to annual holidays to which employees became or have become entitled after 31 December 1973.
- (ii) Before an employee is given and takes his 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.
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken due to the employee pursuant to paragraph (b) of subclause (i) and paragraph (c) of subclause (ii) under of Clause 24, Annual Leave and Public Holidays, of this award, or in the case of part-time employees for the period of holiday given and taken and due to the employee in accordance with the provisions of the *Annual Holidays Act 1944*.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31 December 1973 and which commences on or after 11 July 1974 or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- (v) The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause (iv) of the rate per week of 17½% 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 by his annual holiday together with any allowances prescribed by subclause (iii) of Clause 13, Special Allowances, of 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 he would have become entitled under the said Clause 24 Annual Leave and Public Holidays 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 and wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance after 31 December 1973 and the entitlement to the holiday arises on or after 11 July 1974.
- (vii)
- (a) When the employment of an employee is terminated by his employer after 11 July 1974 for a cause other than misconduct, and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which he became entitled after 31 December 1973, he shall be paid a loading calculated in accordance with subclause (v) of 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.
- (viii) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if she or he had not been on holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates to 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.

## 26. Sick Leave

- (i) Subject to the following limitations and conditions an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken.
  - (a) An employee during his/her first year of employment with an employer shall be entitled to sick leave at the rate of 7.6 hours at the end of each of the first five months continuous service. Upon completion of six months continuous service the employee shall be entitled to a further 38 hours sick leave. For the purpose of this subclause, where service is continuous, each new entitlement will accrue at the monthly anniversary date of the commencement of employment, i.e. A person starting on 6 March would be entitled to their first 7.6 hours on 6 April.
  - (b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that an employer shall pay to an employee who has sick leave entitlement under this clause the difference between the amount received as workers' compensation and ordinary pay as defined in Clause 14 Penalty Rates for Shift Work and Weekend Work. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.
  - (c) All periods of sickness shall be certified to by the medical superintendent or director of nursing of the hospital or by the employee's own legally qualified medical practitioner. The employer may dispense with the requirements of a medical certificate when the absence does not exceed two consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
  - (d) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of their inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
  - (e) For the purpose of determining a full-time employee's sick leave credit as at 19 September 1986, sick leave entitlement shall be proportioned on the basis of 76:80.
- (ii) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that they are on sick leave.
- (iii) Part-time employees: A permanent part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months of from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours. Such entitlements shall be subject to all the above conditions applying to full-time employees.
- (iv) With respect to an employee who is eligible for sick leave and who produces a satisfactory medical certificate to the effect that they have been incapacitated for a period of at least one week's duration while on annual leave, the employee may recredit such employee with an equivalent period of annual leave; provided that no such recrediting shall be granted to an employee on leave prior to retirement,

resignation or termination of services and provided further the employer is satisfied on the circumstances and the nature of the incapacity.

- (v) Subject to the provision of a satisfactory medical certificate and sick leave being due, extended or long service leave shall be recredited where an illness of at least one week's duration occurs during the period of extended or long service leave; provided that the period of leave does not occur prior to retirement, resignation or termination services.

### 27. Long Service Leave

- (i) For long service leave falling due prior to 20th February 1981, see *Long Service Leave Act 1955*.  
(ii) For long service leave falling due after 20th February 1981 the following provisions shall apply:

(a)

- (1) Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the employer and the employee.
- (2) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.

(b) Where an employee has acquired a right to extended leave under subclause (a) of this clause, then and in every such case:

- (1) If before such leave has been entered upon the employment of such employee has been terminated such employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
- (2) If such employee dies before entering upon such extended leave, or if after having entered upon the same dies before its termination, his widow, or in the case of a widower leaving children his children or their guardians or other dependent relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.

(c) For the purpose of this clause:

- (1) Continuous service in the same hospital prior to the coming into force of this award shall be taken into account.
- (2) One month equals four and one-third weeks.
- (3) Continuous service shall be deemed not to have been broken by:
- (i) any period of absence on leave without pay not exceeding six months;
- (ii) absence of an employee from the hospital whilst a member of the Defence Forces of the Commonwealth in time of war.

- (d) Where any employee has been granted a period of long service leave prior to the coming into force of this award the amount of such leave shall be debited against the amount of leave due under this award.
- (e) Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in paragraph (a) of subclause (ii) of this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.
- (f) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

### **28. Compassionate Leave**

- (i) In general, compassionate leave with pay should be granted only in extraordinary or emergent circumstances where a member of the staff of a hospital is forced to absent themselves from duty because of urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.
- (ii) Any absence occasioned by personal exigencies, which might fairly be regarded as an obligation on the employee, rather than the employer, to make good should be covered by the grant of leave without pay or, if the employee so desires, charged against their annual leave credit.
- (iii) The following basic principles should be kept in mind when dealing with applications:
  - (a) Bereavement Leave - 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 as prescribed in paragraph (c) of this subclause. Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to three days. Leave with pay would not ordinarily be granted for the death or attendance at the funeral of a relative other than those mentioned, unless special circumstances existed, i.e., the employee lived with the deceased.
  - (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
  - (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) Use of Sick Leave of Clause 29, State Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
  - (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
  - (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said Clause 29, State Personal/Carer's Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable requirements of the business.
  - (f) Illness in the family:

Except in very special circumstances leave with pay should be limited to one day, which as a general rule, would prove sufficient time to meet the immediate emergency and allow the



employee to make any other arrangements necessary. It would be expected that no one but the employee would be available to care for the sick member of the family.

- (iv) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, eg. floods and bushfires, which clearly prevent attendance for duty.
- (v) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an employee in any year.

## 29. State Personal/Carer's Leave

- (i) Use of Sick Leave
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 26, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
  - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (1) the employee being responsible for the care of the person concerned; and
    - (2) the person concerned being:
      - (i) a spouse of the employee; or
      - (ii) de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
      - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
      - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
      - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
        - (a) "relative" means a person related by blood, marriage or affinity;
        - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
        - (c) "household" means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (ii) Unpaid leave for family purpose
  - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (c) of subclause (i) who is ill.
- (iii) Annual Leave
  - (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) 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 (i) Use of Sick Leave of this clause, and despite the provisions of Clause 19, 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 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.
- (v) Make-up time
  - (a) An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off
  - (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

### 30. Parental Leave

- (i) Parental Leave consists of:
  - (a) Maternity leave taken by a female employee in connection with her pregnancy or birth of her child; or
  - (b) Paternity leave taken by a male nursing employee in connection with his spouse's pregnancy or the birth of his child; or
  - (c) Adoption leave taken by female and/or male nursing employee in connection with adoption of a child.
  - (d) An employee entitled to a total of 52 weeks parental leave in connection with the birth or adoption of a child.
- (ii) Eligibility to Parental Leave -
  - (a) Full Time Employees - To be eligible for paid parental leave a full time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
  - (b) Part-Time Employees - To be eligible for paid parental leave a part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
  - (c) Regular Casual Employees - a regular casual employee is entitled to 12 months unpaid parental leave only if the employee has had at least 24 months of continuous service with the employer.

An employee who has once met the conditions for paid parental leave will not be required to work again the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless;

- (1) 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/his services have been otherwise dispensed with; or
- (2) 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*.

- (iii) Portability of Service for Paid Parental Leave

Portability of service for paid parental leave involves the recognition of service with the employer for the purpose of determining an employee's eligibility to receive paid paternity leave. For example, where an employee moves between facilities owned by the employer, previous continuous service will be counted towards the service prerequisite for paid parental leave.

(iv) Paid Parental Leave Entitlement -

Eligible employees are entitled to paid parental leave as follows:

- (a) Paid Maternity Leave - an employee is entitled to nine weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to nine 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 this period it is subject to the employee being able to perform satisfactorily the full range of normal duties.

Paid maternity leave may be paid:

- (1) on a normal fortnightly basis.
- (2) in advance in a lump sum.
- (3) at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.

Recreation 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.

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid parental leave of not more than 12 months after the actual date of birth.

(v) Applications for Maternity Leave

- (a) An employee who intends to proceed on maternity leave should formally notify her/his 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 must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

- (b) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

- (c) 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.

- (d) 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.

(e) 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, recreation 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, recreation, 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.

(f) 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.

(vi) Paternity Leave -

Eligible employees are entitled to paid paternity leave as follows:

- (a) Paid Paternity Leave - an employee is entitled to nine weeks at the ordinary rate of pay from the date parental leave commences. This leave may commence up to nine weeks prior to the expected date of birth.

Paid paternity leave may be paid:

- (1) on a normal fortnightly basis.
- (2) in advance in a lump sum.
- (3) at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.

Recreation and/or long service leave credits can be combined with periods of paternity leave on half pay to enable an employee to remain on full pay for that period.

- (b) Unpaid Paternity Leave - an employee is entitled to a further period of unpaid paternity leave of not more than 12 months after the actual date of birth.

(vii) Applications -

- (a) An employee who intends to proceed on paternity leave should formally notify her/his employer of such intention as early as possible, so that arrangements associated with his absence can be made.
- (b) Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(viii) Adoption Leave -

- (a) Eligibility -

To be eligible for paid adoption leave an employee must have completed at least 40 weeks continuous service (or 40 weeks continuous service for permanent part-time employees as specified) 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;

- (1) 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
- (2) 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*.

(b) Entitlement -

- (1) Paid Adoption Leave - an employee is entitled to paid adoption leave of nine weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

- (i) on a normal fortnightly basis.
- (ii) in advance in a lump sum.
- (iii) at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.

Recreation 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.

- (2) Unpaid Adoption Leave -

Eligible employees are entitled to unpaid adoption leave as follows:

- (i) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- (ii) where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (iii) 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.

(ix) General Conditions

- (a) Variation after Commencement of Parental Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of her employer and other wise with the consent of her employer. A

minimum of 4 weeks notice must be given, although an employer may accept less notice if convenient.

The conditions relating to variation of parental leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(b) Staffing Provisions -

Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to his/her former position. Additionally, since an employee has the right to vary the period of their parental 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.

(c) Effect of Parental 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 recreation leave and any period of parental leave on half pay is taken into account to the extent of one half thereof when determining the accrual of recreation leave.

Except in the case of employees who have completed ten years' service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of parental leave without pay shall count as service provided such leave does not exceed six months.

Parental leave without pay does not count as service for incremental purposes. Periods of parental 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 parental leave, payment is at the rate of parental 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.

(d) Right to Return to Previous Position -

An employee returning from parental leave has the right to resume his/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 his/her former position and for which the employee is capable or qualified.

(e) Return for Less than Full Time Hours -

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

The period is to be limited to 12 months after which full time duties must be resumed;

The employee is to make an application for leave without pay to reduce her/his full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;

The quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

Salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work; i.e., for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(f) Further Pregnancy While on Parental Leave -

Where an employee, spouse/partner of an employee becomes pregnant or adoption of a child whilst on parental leave, a further period of parental leave may be granted. Should this second period of parental leave commence during the currency of the existing period of parental leave, then any residual maternity leave from the existing entitlement lapses.

(g) Liability for Superannuation Contributions -

During a period of unpaid parental leave, the employee will not be required to meet the employer's superannuation liability.

(x) Lactation Provisions

- (a) Employees who are lactating shall be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer shall provide access to suitable facilities for such purpose.

### **31. Learning and Development Leave**

#### **Part 1 - General Learning and Development Leave provisions**

- (i) Leave for Learning and Development applies to external courses offered by educational institutions or registered training organisations, conferences, seminars and short courses. Leave of this nature is provided to assist employees to access learning and development opportunities so that the employer has an appropriately trained workforce to meet its service delivery needs.
- (ii) Leave is not required for in-house courses or activities and any mandatory training and education that are undertaken by employees on a routine basis, and at which employees are considered to be on-duty:
- (iii) Access to learning and development leave is at the discretion of the employer and is only available to permanent staff on a pro rata basis. Leave shall be limited to up to 6 days per annum or pro rata.
- (iv) The employer shall develop a learning and development leave policy, training plan and budget consistent with the current and future training requirements of the nursing staff and protocols for accessing learning and development leave. In developing the policy training plan, the employer shall have regard to the organizational, departmental and individual learning and development needs.
- (v) A Training Committee comprising of equal management and nursing representatives shall review and monitor the employer's training and education policy. The Training Committee shall make recommendations in relations to access and availability of learning opportunities for nursing staff.
- (vi) For compulsory residential attendance, up to 6 days per annum or pro rata will be provided subject to the submission of satisfactory evidence confirming the compulsory nature of attendance.
- (vii) Leave for Thesis or Research will be considered on merit and the quantum and approval of such leave will be entirely at the discretion of the employer.
- (viii) Leave is not approved for failed or repeated subjects.



- (ix) Leave approved for the purposes of learning activities is to be paid on the basis of the employees ordinary rate of pay in accordance with this Award excluding penalty rates or overtime.
- (x) Employees should plan for this leave as far in advance as possible and provide a minimum of one (1) months notice.

### **Part 2 - Training for Assistant In Nursing**

- (i) Each employer shall make a minimum of 12 hours training available per annum to Assistant in Nursing.
- (ii) Each employee shall provide their employer details of their attendance at in-service training and the employer shall keep a record of this attendance.
- (iii) Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of in-service training attended by the employee.
- (iv) Where practicable, such training shall be provided to employees during normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
  - (a) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the employer.
  - (b) An employer shall provide employees with two (2) weeks notice of the requirement to attend training outside of their normal rostered working hours.
  - (c) Notwithstanding Clause 19, Overtime, attendance at such training shall be paid at ordinary rates.
  - (d) Notwithstanding subclause (iv) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, attendance at such in-service training outside the normal rostered working time of an employee shall not affect the ordinary rate of pay paid to the employee during normal rostered working time.

### **32. Staff Amenities**

The employer shall provide for the use of employees:

- (i) A suitable changing room and adequate washing and toilet facilities;
- (ii) A full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
- (iii) An employer shall provide for an employee morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and (sugar) when the employee is on duty, at times appropriate for the partaking thereof, and shall provide also for such an employee, who requires them, meals of a reasonable standard, which fall due during the duty period, and for such meals so provided may make a charge, provided that the charge for breakfast shall be the sum set out in Item 18 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and the sum set out in Item 19 of Table 2 for other meals. The charges referred to in this subclause are to be adjusted in accordance with the movement in wage rates following State Wage Case decisions. The employers are entitled to set prices for meals at a level to cover labour and ingredient costs.

### **33. Special Provisions Relating to Trainee Enrolled Nurses**

This clause does not apply to part-time employees.

- (i) Where a trainee enrolled nurse has transferred from one training school to another, the time allowed by the Board in the first training school shall be counted in computing salary.

- (ii) A trainee enrolled nurse, who is absent from training for not more than two weeks, exclusive of annual leave, in any period of twelve months training shall, for the purpose of annual increase in salary under Clause 9, Salaries, of this award, be deemed to have completed the particular year of training twelve calendar months after the commencement thereof notwithstanding such absence, but if absent for more than the aforesaid time in any such period the particular year of training shall not be deemed to have been completed until the employee has served the actual period of excess of such time.

### **34. Escort Duty**

- (i) Periods during which an employee, other than Director of Nursing, is engaged in nursing duties, viz, in attendance on a patient, shall be paid as working time under this award. Where applicable, overtime shall be payable.
- (ii) All reasonable out-of-pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation, or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties:
- (a) Periods in hotel/motel accommodation or waiting for transport shall not be counted as working time;
- (b) Periods in travelling shall count as working time.

### **35. Directors of Nursing, Deputy Director of Nursing and Assistant Directors of Nursing**

- (i) The following appointments shall be made in health care and aged care facilities with adjusted daily averages of occupied beds as specified hereunder:

All licensed health care facilities shall have a Director of Nursing appointed.

Less than 40 beds a Deputy Director of Nursing except where

- (a) the Registered Nurses at the hospital are all given the same duties and no Registered Nurse is delegated Deputy Director of Nursing duties; and
- (b) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.

40 beds and over but less than 75 beds a Deputy Director of Nursing except where:

- (a) at least two full time equivalent Nursing Unit Managers are employed; and
- (b) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.

75 beds and over but:

less than 150 beds a Deputy Director of Nursing

150 beds and over a Deputy Director of Nursing, and one or more Assistant Directors of Nursing.

Provided that no Deputy Director of Nursing employed as at 1 January 1998 shall be dismissed or demoted as a result of the implementation of this clause.

- (ii) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months of the occurrence of a vacancy, the registered nurse employed as such or in a higher classification who has customarily relieved, in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification at the hospital, shall be deemed to be appointed until such time as another appointment is made by the health or aged care facility.
- (iii) This clause shall not apply to a health or aged care facility using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.

### 36. Proportion

Except in cases of emergency not more than four enrolled nurses and/or assistants-in-nursing to each registered nurse shall be employed in a health or aged care facility and for this purpose a director of nursing shall count; provided that the proportions specified by this clause may be altered in respect of any particular hospital by agreement between the employer concerned and the New South Wales Nurses' Association.

### 37. Medical Examination of Nurses

On commencement of employment the employee shall be notified of the availability of the following provisions, which the employer shall provide at the request of the employee:

- (i) For protection against tuberculosis:
  - (a) Before a nurse commences duty, a PA chest x-ray examination of the nurse unless a radiologist's report of a normal chest x-ray taken within the previous six months is available.
  - (b) As soon as practicable after the nurse commences duty, a Mantoux test on the nurse, then:
    - (1) where the Mantoux test is negative, immunisation with BCG vaccine;
    - (2) where the Mantoux test is positive (otherwise than as a result of BCG vaccination), referral to a chest clinic for assessment.
  - (c) A Mantoux test annually to:
    - (1) previously Mantoux-negative nursing staff;
    - (2) nursing staff whose Mantoux reaction has been converted by BCG vaccination.
  - (d) A chest x-ray annually to nursing staff whose Mantoux reaction is positive (otherwise than as a result of BCG vaccination).
  - (e) Where a nurse has been caring for open tuberculosis cases, a PA chest x-ray examination of the nurse one year after completion of employment.
- (ii) For protection against other communicable diseases:
  - (a) where a nurse has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases;
  - (b) booster immunisation against tetanus at 10-year intervals;

- (c) a rubella antibody test and, where a nurse has a negative result, rubella immunisation.
- (iii) For protection against radiation exposure, nurses required to work in close proximity to a source of ionising radiation should be provided with a film badge or personal radiation dosimeter, and a record should be maintained of the radiation exposure measured by such film badge or dosimeter.
- (iv) The costs involved in the various screening and protection procedures should be borne by the employer.

### **38. Domestic Work**

- (i) Except as hereinafter provided, nurses, student nurses, trainee enrolled nurses, enrolled nurses and assistants-in-nursing shall not be required to perform, as a matter of routine, the following duties, viz: washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas, nor any duties which are generally performed by classifications other than nursing staff: but this provision shall not preclude the employment of nurses, student nurses, trainee enrolled nurses, enrolled nurses and assistants-in-nursing on any of such duties in an isolation block or where the performance of those duties involves disinfection.
- (ii) Nothing in subclause (i) of this clause shall preclude a student nurse, trainee enrolled nurse, enrolled nurse or an assistant-in-nursing from being required to perform all or any of the specified duties during the first thirteen weeks of training or experience, as the case may be.
- (iii) Nothing in subclause (i) of this clause shall preclude any employee from being required to perform all or any of the specified duties at any time when domestic staff is not available to perform them; provided that the employer has made all reasonable efforts to obtain domestic staff.

### **39. Branch Officials**

- (i) The accredited Branch officials or an accredited delegate of the Branch/workplace shall be allowed to approach or be approached by a member of the Association to discuss any matter related to the member's employment, at any time during working hours.
- (ii) The Branch officials or an accredited delegate shall be entitled to confer with management during working hours, without loss of pay, on any matter affecting or likely to affect in any way members of the Association employed by Catholic Health Care Services Ltd.
- (iii) The employer shall recognise Branch Officials and accredited delegates elected in accordance with the rules of the Association, and undertakes to permit such Branch Officials and delegates to perform their role without discrimination in their employment.
- (iv) The employer will consult with Branch Officials and accredited delegates prior to introducing any significant change which will, or likely to impact on employment levels, work processes, employee duties or other employment-related issues.
- (v) The employer will give Branch Officials or accredited delegates paid leave of up to 2 days per annum to attend the Association's Branch Officials Training program, or Annual Conference, or Committee of Delegates and/or Council.
- (vi) The Branch Officials and accredited delegates shall be entitled to facilitate four paid union meeting's per year for up to one hour each to discuss issues with nursing employees.

### **40. Labour Flexibility**

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

main tasks provided that such duties are not designed to promote deskilling nor are inconsistent with Clause 38, Domestic Work.

Any employer may direct an employee to carry out duties and use such equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees and the employer's duty of care to patients.

#### **41. Termination of Employment**

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by fourteen days notice or by the payment of fourteen days salary in lieu thereof in the case of an employee other than a director of nursing, and by twenty eight days notice or by the payment of twenty eight days salary in lieu thereof in the case of a director of nursing.
- (ii) No employee shall, without the consent of the employer, resign without having given fourteen days notice (or in the case of a director of nursing, twenty eight days notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee other than a Director of Nursing forfeit more than fourteen days pay, and a director of nursing more than twenty eight days pay at the rates prescribed for her or his classification by Clause 9, Salaries, of this Award.
- (iii) Upon the termination of the services of an employee the employer shall furnish the employee with a written statement, surely signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.
- (iv) Employees who have accrued additional days off duty pursuant to subclause (vii) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid for such accrued time at ordinary rate of pay upon termination.

#### **42. Award Benefits to be Continuous**

- (i) In the event of any change in ownership licensee or management of any hospital or institution covered by this award, all employee rights and benefits provided by this award shall continue as if no such change in ownership, licensee or management had taken place

Where such changes do occur, no employee shall be paid out for accrued annual leave, long service leave or any other benefit, but such benefits shall be continuous.

- (ii) No employee, full-time or part-time, shall be terminated or required to take leave without pay where such termination or leave is used to avoid the requirements of any Act or to avoid payment of any rights or benefits provided by this award.

#### **43. Right of Entry**

See section 297 of the *Industrial Relations Act* 1996.

#### **44. Exemptions**

This award shall not apply to

Members, novices, or aspirants of religious orders in hospital.

#### **45. Attendance at Meetings and Fire Drills**

- (i) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (fire drill and evacuation procedures) contained from time to time

within the *Private Hospitals and Day Procedure Centres Act* 1988, and the regulations made thereunder, shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this award.

- (ii) Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this award.
- (iii) For the purposes of this clause "ordinary rate" shall include amounts payable under Clause 9, Salaries, and subclauses (i) and (ii) of Clause 13, Special Allowances of this Award; plus, where appropriate, the 10% loading prescribed in Clause 23 Part-time, Casual and Temporary Employees of this Award for employees engaged otherwise than as a full-time or permanent part-time employee.

#### **46. Resolution of Disputes and Grievances**

- (i) With a view to an amicable and speedy settlement of all disputes, which cannot be resolved between the employees or their representatives and the supervising staff, such dispute shall be referred to the management of the facility who will arrange for the matter to be discussed with the employee concerned and a representative or representatives of the Association.
- (ii) Failing settlement of the issue at this level the matter shall be submitted to a committee consisting of not more than four members, two of whom shall be appointed by the employer and two by the Association.
- (iii) Whilst these procedures are continuing no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) The status quo shall remain whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
  - (a) immediately before the issue arose; or
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- (v) The Association reserves the right to vary this procedure where it is considered a safety factor is involved.
- (vi) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (vii) This clause shall not interfere with the right of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act* 1996.

#### **47. Anti-Discrimination**

- (i) It is the intention of the parties bound by this award to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure 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 legislation referred to in this clause.

#### NOTES

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

### **48. Enterprise Arrangements**

#### **Part 1 - Parties**

- (i) 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 may be involved in such discussions.
- (ii) 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:
  - (a) A majority of employees affected genuinely agree.
  - (b) Such arrangement is consistent with the current State Wage Case principles.
- (iii)
  - (a) Before any arrangement requiring variation to the award is signed and processed in accordance with Part 2, details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements including the reasons for such objection.
  - (b) When an objection is raised, the parties are to confer in an effort to resolve the issue.

## Part 2 - Procedures to be followed

Such enterprise arrangements shall be processed as follows:

- (i) All employees will be provided with the current prescriptions (eg. award, industrial agreement or enterprise arrangement) that apply at the place of work.
- (ii)
  - (a) Where an arrangement is agreed 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 between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangement shall be committed to writing.
  - (b) 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.
- (iii) 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.
- (iv) Where an arrangement is objected to in accordance with paragraph (a) of subclause (iii) of Part 1 Parties of this Clause and the objection is not resolved, an employer may make application to the Industrial Relations Commission to vary the award to give effect to the arrangement.
- (v) The union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (vi) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission to have the arrangement approved and the award varied in the manner specified in paragraph (vii) of this subclause. Such applications are to be processed in accordance with the appropriate State Wage Case Principles.
- (vii) Where an arrangement is approved by the Industrial Relations Commission and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in a schedule to the award.
- (viii) Such arrangement when approved shall be displayed on a notice board at each enterprise affected.
- (ix) No existing employee shall suffer a reduction in entitlement 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.

### 49. Leave Reserved

Leave is reserved for the parties to the award to introduce a qualification allowance for Assistant In Nursing - Certificate III course.

### 50. Workplace Consultative Committee

A committee of up to six (6) nursing staff comprising a cross section of nursing work areas and classifications shall be formed to consider and make recommendations to the employer, annually, in respect of priority areas for allocation of savings accrued as a result of remuneration packaging of staff.



### 51. Relationship With Awards

This enterprise award must be read and interpreted in conjunction with the following awards;

- (i) The redundancy and workplace change provisions shall be in accordance with the Nurses' (Private Sector) Redundancy (State) Award, as varied from time to time, and
- (ii) The traineeship provisions shall be in accordance with the Nurses' (Private Sector) Training Wage (State) Award, as varied from time to time; and
- (iii) The superannuation provisions shall be in accordance with the Private Hospital & Nursing Home Nurses' Superannuation (State) Award, as varied from time to time.

### 52. Area, Incidence and Duration

- (i) This enterprise award shall apply to all nursing staff engaged and employed by Catholic Health Care Services Ltd or Hawkesbury District Health Service Ltd. It shall not apply to or be binding on nursing staff employed by Catholic Health Care Services Ltd or Hawkesbury District Health Service Ltd that are covered by the Public Hospital Nurses (State) Award
- (ii) This enterprise award supersedes the Private Hospital Industry Nurses' (State) Award published 24 August 2001 (327 I.G. 1) as varied, Nursing Homes &c., Nurses' (State) Award published 22 January 1999 (308 I.G 45) as varied and the Catholic Health Care Services Nurses' Enterprise (State) Award 2001 published 22 March 2002 (332 I.G. 1), as it applies to employees employed under this award.
- (iii) It shall take effect in respect to Column 1 of Tables 1 and 2 of Part B Monetary Rates, from the beginning of the first pay period to commence on or after 14 August 2001; in respect to Column 2 of Tables 1 and 2 of Part B Monetary Rates, from the beginning of the first pay period to commence on or after 1 January 2002; in respect to Column 3 of Tables 1 and 2 of Part B Monetary Rates, from the beginning of the first pay period to commence on or after 1 January 2003; and in respect to Column 4 of Tables 1 and 2 of Part B Monetary Rates, from the beginning of the first pay period to commence on or after 1 July 2003.
- (iv) The award shall take effect from the first full pay period to commence on or after 14 August 2001 and shall remain in force until 31 January 2004 and thereafter until rescinded by the Commission.
- (v) 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 of Review of Awards made by the Industrial Relations Commission of New South Wales on 14 August 2001 (332 IG 1) take effect from 23 November 2004. This Award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

Table 1 - Salaries

Classification	Private Hospitals \$	Nursing Homes - Aged Care Facilities \$
Assistant in Nursing/Trainee Enrolled Nurse - under 18 years of age First year of experience	450.20	424.70

Second year of experience	470.00	443.40
Thereafter	488.90	461.20
Enrolled Nurse - 18 years of age and over		
First year of experience	531.10	501.10
Second year of experience	548.00	517.00
Third year of experience	565.20	533.20
Thereafter	582.90	549.90
Enrolled Nurse		
First year of experience	651.80	615.00
Second year of experience	666.10	628.40
Third year of experience	680.50	642.00
Fourth year of experience	694.90	655.50
Thereafter	709.40	669.30
Enrolled Nurse- Special Grade	731.50	690.20
Nurse undergoing Pre-registration training	637.20	601.10
Registered Nurse		
First year of experience	739.00	697.20
Second year of experience	779.30	735.20
Third year of experience	819.50	773.10
Fourth year of experience	862.60	813.80
Fifth year of service	905.30	854.10
Sixth year of service	948.20	894.50
Seventh year of service	996.80	940.40
Eighth year of service	1,037.90	979.10
Clinical Nurse Specialist	1,080.20	1019.10
Clinical Nurse Consultant (appointed prior to 31/12/99)	1328.10	1253.00
Clinical Nurse Consultant		
Grade 1		
1st year	1,298.40	1,224.90
2nd year	1,324.80	1,249.80
Grade 2		
1st year	1,351.10	1,274.70
2nd year	1,377.90	1,299.90
Grade 3		
1st year	\$1,430.70	1,349.80
2nd year	\$1,457.40	1,374.90
Nurse Unit Manager		
Level 1	1,301.90	1228.20
Level 2	1,363.80	1286.70
Level 3	1,400.40	1321.10
Clinical Nurse Educator	1,080.20	1019.10
Nurse Educator		
1st year	1198.30	1130.40
2nd year	1232.00	1162.20
3rd year	1262.20	1190.80
4th year	1328.10	1253.00
Senior Nurse Educator		
First year	1359.50	1283.20
Second year	1387.40	1309.60
Third year	1433.90	1353.50
Assistant Director of Nursing 100 beds and over	1400.40	1321.10
Deputy Director of Nursing Less than 100 beds	1363.80	1286.70
100 beds, less than 200 beds	1399.60	1321.10

200 beds, less than 250 beds	1433.90	1353.50
250 beds, less than 350 beds	1487.40	1404.00
350 beds, less than 450 beds	1540.70	1454.30
450 beds, less than 750 beds	1597.60	1508.00
750 beds and over	1659.70	1566.60
Director of Nursing or Subsidiary Hospital Director of Nursing -		
Less than 25 beds	1404.70	1325.90
25 beds, less than 50 beds	1489.34	1403.90
50 beds, less than 75 beds	1521.65	1434.30
75 beds, less than 100 beds	1519.10	1464.10
100 beds, less than 150 beds	1595.70	1506.20
150 beds, less than 200 beds	1649.00	1556.50
200 beds, less than 250 beds	1702.50	1607.00
250 beds, less than 350 beds	1766.50	1667.40
350 beds, less than 450 beds	1956.30	1846.50
450 beds, less than 750 beds	1981.60	1870.50
750 beds and over	2106.00	1987.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Private Hospitals \$	Nursing Homes - Aged Care Facilities \$
1	13(i)(a)	In charge of Hospital	21.13 per shift	18.25 per shift
2	13(i)(b)	In charge of ward/unit in absence of NUM	21.13 per shift	18.25 shift
3	13(ii)(a)	On Call	18.48 per 24 hrs or part thereof	16.00 per 24 hrs or part thereof
4	13(ii)(b)	On call on rostered days off	37.04 per 24 hrs or part thereof	32.00 per 24 hrs or part thereof
5	13(ii)(c)	On call during meal break	9.09 per meal break	8.49 per meal break
6	13(iii)(a)	Radiographic allowance DON	25.78 per week	23.67 per week
7	13(iii)(c)	Radiographic allowance in absence of DON	5.25 per day	4.82 per day
8	13(iii)(c)	Radiographic allowance in absence of DON- maximum	25.78 per week	23.67 per week
9	13(iv)	Lead Apron Allowance	1.28 per hour or part thereof	1.17 per hour or part thereof
10	13(v)(a)	In charge of ward/unit and hospital	31.72 per shift	25.50 per shift
11	17(iii)(a)	Uniforms	4.99 per week	4.99 per week
12	17(iii)(a)	Shoes	1.55 per week	1.55 per week
13	17(iii)(b)	Stockings	2.59 per week	2.59 per week
14	17(iii)(c)	Cardigan or jacket	1.50 per week	1.50 per week
15	17(iii)(d)	Laundry	4.16 per week	4.16 per week
16	17(iii)(f)	Socks	0.51 cents per week	0.51 cents per week
17	19(vii)	Meal allowance overtime	13.80 per meal	13.80 per meal
18	32(a)(3)	Breakfast	2.75 per meal	2.75 per meal
9	32(a)(3)	Other meals	4.97 per meal	4.97 per meal

J. P. GRAYSON D.P.

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SERIAL C3184

**TNT EXPRESS SYDNEY SORTATION AWARD AUGUST 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1852 of 2004)

Before The Honourable Mr Deputy President Harrison

30 August 2004

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

Clause No.      Subject Matter

Preamble

Customer Focus

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2. Area, Incidence and Duration
3. Definitions
4. Wages
5. Terms of Employment
6. Commitment to Training
7. Hours of Employment
8. Absences from Duty
9. Obnoxious Materials
10. Overtime
11. Limitation of Overtime
12. Saturday and Sunday Work
13. Recall
14. Public Holidays
15. Union Picnic Day
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18. Sick Leave
- 18A. State Personal/Carer's Leave Case - August 1996
19. Annual Leave

20. Long Service Leave
21. Amenities
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## PART B

### MONETARY RATES

- Table 1 - Wages TNT Express Enfield Dockhands  
 Table 2 - Casual Rates TNT Express Enfield Dockhands  
 Table 3 - Other Rates and Allowances

- Schedule 1 - Split Shifts  
 Schedule 2 - KPIs for Dockhands  
 Schedule 3 - Pallet Procedures  
 Schedule 4

### Preamble

The parties to this award have, through numerous meetings and discussions, finalised an award recognising that agreement is aimed at enabling flexibility within the enterprise.

It is acknowledged by the parties that a successful agreement will be one which provides an incentive over a period of time for all personnel to constantly strive for an improved performance within the Company and on behalf of the clients, and one which fosters a harmonious and safe workplace.

The Company acknowledges and recognises the past contribution made by its employees through their efficiency, productivity and quality of service to its customer base. The Company further accepts that there has been an improvement of productivity which has started to improve the overall situation the Company was in.

Employees shall:

- (A) commit to the provision of an improving and quality service to our clients;
- (B) commit to the employer's vision contained in this award.

### **Customer Focus**

This award is made to ensure that the best possible service to the customer is delivered.

It is essential the Company and its employees ensures the best possible service is delivered to the customer, as it is the customer who provides TNT, the shareholders and its employees with:

- (i) work to perform;
- (ii) revenue to meet overhead costs;
- (iii) profit for the quality services provided; and
- (iv) opportunity for continued viability and growth.

The customer is the cornerstone of our future, and customer focus shall be the most important consideration as we develop a more flexible, efficient and co-operative workforce via the enterprise bargaining process and other processes.

### **2. Area, Incidence and Duration**

- (i) This award shall apply to the employment by the employer of employees engaged in a classification under this award at the employer's Sortation System operation located at Cosgrove Road, Enfield.
- (ii) This award shall take effect on and from 30 August 2004 and shall remain in force for a period of three (3) years.
- (iii) The Transport Industry (State) Award shall continue not to have any application to the employment referred to in subclause (i) herein, upon the commencement of this award.

### **3. Definitions**

Unless the context requires otherwise, in this award:

- (i) Core Workforce shall mean the split shift, part-time and full-time employees employed in the terminal.
- (ii) Double Time shall mean the ordinary rate of pay plus 100 per cent.
- (iii) Employer shall mean TNT Australia Pty Limited.
- (iv) Ordinary Rate shall mean the appropriate ordinary-time rate of pay which is entitled to be received for work performed during the ordinary hours.
- (v) Part-time Employee shall mean an employee employed as such, who works on average less than 38 hours per week in accordance with this award.
- (vi) Shift Work means shift work as defined in clause 30, Shift Work, and does not include day work.

- (vii) Split Shift Employee shall mean an employee employed as such, who works split shifts in accordance with the arrangements which are established in accordance with this award from time to time. The current arrangements are set out in Schedule 1 to this award.
- (viii) Casual Employee shall mean an employee employed as such, who supplements the core workforce.
- (ix) Terminal shall mean the Sortation Terminal located at Cosgrove Road, Enfield.
- (x) Time and one-half shall mean the appropriate ordinary rate of pay, plus 50 per cent.
- (xi) Union shall mean the Transport Workers' Union, New South Wales.
- (xii) Year shall mean the period from 1 July to 30 June, next following.

#### 4. Wages

- (i) Wage - This award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.

The said basic wage is subject to variation by Enterprise Agreement negotiated between the Parties from time to time.

- (ii) Classification Rates -

- (a) Subject to the provisions provided by this award, the weekly wage rate for an adult full-time employee working 38 ordinary hours per week shall be as set out in Table 1 - Wages TNT Express Enfield Dockhands, of Part B, Monetary Rates.

- (b) TNT Express Enfield Dockhand Grade 1 shall mean an employee who has successfully completed the probationary period of employment and who shall perform the following duties as required:

- (1) Loading/unloading of non-bulk freight from linehaul vehicles, etc. Duties shall include and involve:
  - (A) understanding and knowledge of how the belt and sortation systems work;
  - (B) knowledge of the size and weight of parcels/freight compatible to the system;
  - (C) the placement of parcels/freight "label up" on the system;
  - (D) identifying incompatible freight and the directing of such freight into the system set up for such freight (e.g., dangerous goods, wrong size freight, damaged and uglies);
  - (E) operating Long-Johns and Pallet Jacks.
- (2) Unloading/loading of bulk freight. Duties shall include:
  - (A) operating a forklift and/or other machinery;
  - (B) working in accordance with forklift loading/unloading, storage and country bin procedures.
- (3) Sweeping of the terminal and dock using automated sweeper or manually as required.
- (4) Cubing and weighing of freight.

- (5) Performing basic ticket office function.
- (6) Work as directed.

(NOTE: These duties do not represent an exhaustive list of duties and may be subject to change in accordance with the operational requirements of the Sortation System. The classifications contained in this subclause do not apply to employees who are employed as drivers by Comet.)

- (c) TNT Express Enfield Dockhand Grade 2 shall mean an employee appointed by the employer as an Enfield Sortation System Employee Grade 2 who, in addition to performing the duties of a TNT Express Enfield Dockhand Grade 1 as directed, shall be required by the employer to perform the following functions as directed:

- (1) The utilisation of skills acquired on an Advanced Dangerous Goods Course (but not in a dedicated capacity).
- (2) Inducting/encoding of freight into the Sortation System. Duties shall include:
  - (A) identifying postcodes on freight in accordance with the coding procedure;
  - (B) coding postcodes using key punch pad unit.
- (3) Performing advanced ticket office functions.
- (4) The sorting of incompatible freight.

(NOTE: These duties do not represent an exhaustive list of duties and may be subject to change in accordance with the operational requirements of the Sortation System. The classifications contained in this subclause do not apply to employees who are employed as drivers by TNT Express)

- (iii) Casual Rates - Subject to the provisions of this award, casual employees shall be paid one of the rates per hour as appropriate, as set out in Table 2 - Casual Rates TNT Express Enfield Dockhands, of Part B, Monetary Rates.

(NOTE: These hourly rates include the relevant shift penalty plus a 15 per cent loading and compensation for annual leave.)

- (iv) Part-time and Split Shift Rates - The ordinary hourly rate for a part-time or split shift employee shall be the appropriate rate as prescribed in subclause (ii) of this clause, divided by 38.

- (v) Extra Payments -

- (a) Leading Hands shall be paid, in addition to the appropriate classification rate in this clause, the amount per week as set out in Item 1 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.
- (b) Leading Hand shall mean a full-time employee appointed by the employer as a Leading Hand who, in addition to performing the duties of TNT Express Enfield Dockhand Grades 1 and 2 as required, shall direct the work and/or conduct of other employees.



- (c) Leading Hands shall be appointed by the employer as required. (Positions shall not be made available to employees on a seniority basis.)
- (d)
  - (1) Where a person is appointed as a Leading Hand and does not perform the function to the satisfaction of the employer, the employer shall have the discretion to revoke the appointment of such leading hand after satisfactory counselling. Where an employee's appointment as Leading Hand is revoked, such employee shall have no entitlement to receive the Leading Hand allowance from the date of such revocation.
  - (2) In addition, where the appointment of a Leading Hand is revoked and no full-time employment is available, such employee shall revert to permanent split shift or part-time status and shall be remunerated as a permanent split shift employee or part-time employee, as the case may be, at the graded rate required for the position transferred to.
- (e) Where the appointment of persons in the classification of Leading Hand fails to provide the employer with the necessary control in the terminal, the employer may revoke the appointment of all persons employed in the function of Leading Hand, in accordance with paragraph (d) of this subclause, subject to the matter being dealt with in accordance with clause 33, Procedures Relating to Disputes, etc., Between Employers and their Employees.
- (vi) Commitment - It is a term of this award that the union undertakes that, for the nominal term of the award, it will not make extra claims.
- (vii) Supplementation of the Core Workforce - Casual Employees -
  - (a) The employer may employ casual employees and the minimum employment and payment for a casual employee shall be four hours, subject to this clause.
  - (b) Casual employees may be employed by the employer as operationally required and can be employed in the following circumstances:
    - (1) for partial or full replacement of persons absent or on leave;
    - (2) other circumstances as raised and/or discussed with TWU delegates. Where no agreement is reached in these circumstances, the procedure as detailed in clause 33, Procedures Relating to Disputes, etc., Between Employers and their Employees, shall apply.
  - (c) It is understood that the application of this clause shall not be utilised in a detrimental manner and with the intention of reducing reasonable levels of overtime earnings of permanent employees employed by the employer at the date of making this agreement.

### **5. Terms of Employment**

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classification structure of this award.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- (iii) The employment of a full-time, part-time or split shift employee may be terminated only by one week's notice on either side, which may be given at any time, or by payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss any employee without notice in the case of an employee guilty of misconduct.
- (iv) An employee with more than two months service, on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee.

- (v) A casual employee shall be engaged for not less than four hours per engagement.
- (vi) Subject to subclause (iv) of clause 19, Annual Leave, the provisions of this award applicable to full-time employees shall apply to part-time and split shift employees in the same proportion ratio as their ordinary hours of work are to 38 hours per week.
- (vii) An employee of a division of TNT Australia Pty Limited, utilised as a casual employee under this award at the terminal, shall be engaged by the employer under a separate contract of employment.
- (viii) Notwithstanding anything contained in this award, the first one month of employment for a full-time, parttime or split shift employee shall be a probationary period during which employment may be terminated by one day's notice by either the employer or employee.
- (ix) Without limiting in any way the other alternatives available under this award, the employer may additionally engage supplementary employees within the meaning of subparagraph (4) of paragraph (a) of subclause (vii) and paragraphs (c) and (d) of the said subclause (vii) of clause 4, Wages, of the Comet Sydney Sortation System Award 1992 published 21 May 1993 (275 I.G. 78), as varied.
- (x) Prior to an employee commencing employment, the Company will require such person to complete an agreed orientation programme.

#### **6. Commitment to Training**

- (i) The parties to this award recognise that, in order to increase the efficiency, productivity and competitiveness of the terminal, a 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 through the establishment of a training committee, an employer shall develop a training programme consistent with:
  - (a) the current and future skill needs of the enterprise;
  - (b) the size, structure and nature of the operations of the enterprise;
  - (c) the need to develop vocational skills relevant to the enterprise and the transport industry through courses conducted by accredited educational institutions and/or providers.
- (iii) Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

formulation of a training programme and availability of training courses and career opportunities to employees;

dissemination of information on the training programme and availability of training courses and career opportunities to employees;

the recommending of individual employees for training and reclassification;

monitoring and advising management and employees on the ongoing effectiveness of the training.

- (iv)
- (a) Where, as a result of consultation with the employee concerned, it is agreed that additional training, in accordance with the programme developed pursuant to subclause (ii) of this clause, should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that, if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
  - (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis, subject to the presentation of reports of satisfactory progress.
  - (c) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (v) Subclauses (ii), (iii) and (iv) of this clause shall operate as interim provisions and shall be reviewed after nine months operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (i) of this clause. In this connection, the union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the transport industry.
- (vi) If the employer has a requirement for an employee to obtain nominated skills over and above what is currently required of the employee, the employer may agree to additional remuneration being paid to such an employee where the employee demonstrates satisfactorily his/her competency on the job of the said nominated skills acquired. Any payments to an employee for obtaining the skills required by the employer shall only continue to be paid while the employee satisfactorily demonstrates competency in the skills acquired on the job. Completion of a training course in itself shall not require an employer to increase the remuneration of an employee.
- (vii) Any disputes arising in relation to subclauses (ii), (iii) and (vi) shall be subject to the provisions of clauses 32, Procedures Relating to Grievances of Individual Employees, or 33, Procedures Relating to Disputes, etc., Between Employers and their Employees.

## 7. Hours of Employment

- (i) The ordinary hours of work shall be worked on one of the following bases:
- (a) For a full-time employee, 7.6 hours per day, Monday to Friday, 38 hours per week (exclusive of meal breaks).
  - (b) For a split shift employee, up to 38 hours per week, Monday to Friday (exclusive of the unpaid break).
  - (c) For a part-time employee, five hours per day and 25 hours per week, Monday to Friday. These hours may be increased by the employer:
    - (1) on any day by up to one hour per day by the provision of notice during the course of the shift on which the additional work is required, or prior to the commencement of the shift where the employee is required to commence work early;
    - (2) on any day to 7.6 hours per day where a part-time employee is required and available to work a split shift as detailed in Schedule 1 (exclusive of the unpaid break).

- (d) For a casual employee, up to 7.6 hours per day Monday to Friday, with a minimum payment for four hours worked.
- (ii) The span of ordinary hours of work shall not exceed 7.6 hours per day (exclusive of meal breaks or the unpaid break for employees working a split shift) on any day, Monday to Friday, between the hours of 7.00 a.m. and 6.00 p.m.
- (iii)
  - (a) Subject to this clause, the employer may only alter the usual starting and finishing times for a fulltime, part-time and/or split shift employee and the place of work by notice posted for seven days at the terminal or other agreed place. Provided that the start time may be changed where it is necessary for reasons beyond the employer's control by notification before the end of the previous day's work or with 24 hours' notice where work has not been performed the previous day.
  - (b) Within the limits prescribed hereinbefore, the employer shall fix the time and place at which an employee shall be in attendance at the terminal ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each such employee in attendance, at the time and place so fixed for each such employee. Working in ordinary working hours shall be deemed to have finished for an employee in attendance when a period of 7.6 hours, exclusive of a break for a meal or to effect the split in a shift, calculated from the fixed starting time, has elapsed.
  - (c) An employee who is not in attendance at the terminal or other agreed starting place ready to commence work at the fixed starting time, or who fails to complete the rostered hours of work from that time, shall be paid only for the actual hours worked.

### **8. Absences from Duty**

Where an employee is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service), or fails to work as directed, the employee shall, for the period concerned, have deducted from earnings due the appropriate amount.

### **9. Obnoxious Materials**

- (i) Employees directly engaged in the loading and/or unloading or the loading and transporting and unloading of the material named in this subclause, subject to the conditions set out herein, shall be paid the following additional rates:
  - (a) Soda ash lignosol, bulk sulphur, phosphate rock, manganese, carbon black, lamp black or fish meal (other than in undamaged steel drums, undamaged casks or undamaged polythene bags) - as set out in Item 2 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.
  - (b) Oxides, including antimony oxide, zinc oxide, yellow oxide, titanium, red lead, litharge or any oxide with a similar base when free or packed in sacks or bags (other than in undamaged steel drums, undamaged casks or undamaged polythene bags) - as set out in Item 3 of the said Table 3.
- (ii) Employees engaged in the loading and/or transportation and/or unloading of hydrogen fluoride shall be paid at the rate of double time whilst so engaged.
- (iii) Employees engaged in the loading and/or transportation and/or unloading of any of the materials mentioned in this clause and for which extra rates are provided shall, subject to the conditions specified herein, be paid a minimum of four hours at the appropriate rate for each day upon which the employee is so engaged.

- (iv) Employees engaged in the loading, unloading or handling by mechanical appliance of any materials in unbroken containers in circumstances such that the employee is not exposed to any disability arising from the obnoxious nature of the materials, shall not qualify for the extra rates stipulated herein.
- (v) Leave is reserved to the parties to apply as they may be advised for a variation of this clause in relation to the following items: offal, inflammable or hazardous liquids and gases, cryolites, nitram nucoclay, powdered molasses, clinker dust and wheat dust.
- (vi) In the event of any dispute as to the obnoxious nature of any additional materials not mentioned in this clause, or the extra rate to be paid for any goods classified as obnoxious materials or as to the application of subclause (iv) of this clause, the processes as detailed in clauses 33, Procedures Relating to Grievances of Individual Employees, or 34, Procedures Relating to Disputes, etc., Between Employers and their Employees, shall apply.

### 10. Overtime

- (i) An employee employed under this award shall work reasonable overtime. An employee shall not work or be paid overtime unless the working of such overtime is approved by the employer. The onus shall be on the employer to advise employees of a requirement to work overtime.
- (ii) Overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid to all full-time employees on day work, as follows:
  - (a) For all time worked within the span of ordinary hours mentioned in clause 7, Hours of Employment, in excess of 38 hours in any week or in excess of the ordinary hours of work in any holiday week.
  - (b) For all time worked within the span of ordinary hours in excess of 7.6 hours per day or before the usual commencing time or after the usual finishing time.
  - (c) For all time worked outside the span of hours.
- (iii)
  - (a) For split shift employees, the computation of overtime is based on the average ordinary hours worked in the two-week roster cycle as detailed in Schedule 1, that is, 31.5 hours per week.
  - (b) A split shift employee shall be paid at the ordinary rate of pay for additional time worked where:
    - (1) not more than 6.5 additional hours are worked in a week; and
    - (2) not more than 7.6 total hours are worked on any one day.
  - (c) If either of the limits stated in paragraph (b) of this subclause are exceeded, the split shift employees shall be paid for the period of the excess at the rate of time and one-half for the first two hours and double time thereafter.
- (iv) Overtime for a part-time employee who has worked six ordinary hours per day or shift work shall be paid as follows:
  - (a) Subject to paragraph (b) of this subclause, the rate of time and one-quarter shall apply for the first 1.6 hours. Thereafter, the rate of time and one-half shall apply for the next two hours and thereafter the rate of double time shall apply.
  - (b) In spite of anything else in this award, where a part-time employee works a split shift on any day in accordance with Schedule 1 of this award, such part-time employee shall be paid for the first 7.6 hours worked at the ordinary rate of pay. Any additional time worked on that day shall be paid to such an employee in accordance with subclause (iii) of this clause.

- (v) In the calculations of overtime, portions of hours shall be taken to the nearest one-tenth of an hour. For the purpose of computing overtime, each day shall stand alone; provided that, where overtime extends beyond midnight, double time shall be paid until the completion of such overtime.
- (vi) In the case of casual employees, the overtime rate shall be calculated on the day work rate of pay as prescribed in subclause (iii) of clause 4, Wages.

### **11. Limitation of Overtime**

- (i) Subject to the provisions of subclause (iii) of this clause, and clause 17, Meals, an employee may be required to work for a continuous period amounting to 15 hours, excluding unpaid intervals, from the time of commencing work.
- (ii) Except in the case of accident or circumstances over which the employer has no control, an employee shall not work, and an employer shall not require an employee to work, more than a total of 20 hours overtime in any week, exclusive of unpaid intervals for meals or between split shifts.
- (iii) An employee, other than one on shift work, or an employee who works a split shift, who is required to work for a continuous period amounting to 12 hours or more from the time of commencing work, shall be entitled to absent himself/herself from work until the employee has had ten consecutive hours off duty. Should the said ten hours or any part thereof coincide with the employee's ordinary hours of work, the employee shall be paid at ordinary rates for the time which falls within the ordinary hours of work.

### **12. Saturday and Sunday Work**

- (i) An employee required to work on a Saturday shall be paid at the rate of time and one-half for the first two hours and at double time thereafter, with a minimum payment of four hours at the appropriate rate of pay, whether the employee works for that period of time or not.
- (ii) An employee required to work on a Sunday shall be paid at the rate of double time for all time worked, with a minimum payment of four hours at the appropriate rate of pay, whether the employee works for that period or not.

### **13. Recall**

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

### **14. Public Holidays**

- (i)
  - (a)
    - (1) The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, Christmas Day and Boxing Day are observed in the areas concerned, together with such other days which may be proclaimed by the Government and which are observed as public holidays for the area covered by this award, shall be recognised as public holidays.
    - (2) Full-time employees, split shift employees and part-time employees shall be entitled to the public holidays specified in subparagraph (1) of this paragraph, without loss of pay.
  - (b) An employee required to work on:

- (1) Christmas Day or Good Friday shall be paid at the rate of double time for the actual time worked, in addition to the ordinary rate of pay for the time worked;
  - (2) any of the other days prescribed in paragraph (a) of this subclause, shall be paid at the rate of time and one-half, in addition to the ordinary rate of pay for the time worked.
- (c) Should any of the prescribed public holidays fall on a Saturday or Sunday, and another day in lieu thereof is not proclaimed by the Government for the observance of such public holiday, an employee other than a casual employee required to work on such public holiday shall be paid, for all work performed on:
- (1) Christmas Day, at double time for the actual time worked in addition to the ordinary rate of pay;
  - (2) any of the other days prescribed in the said paragraph (a), at time and one-half in addition to the ordinary rate of pay.
- (d) A casual employee required to work on any of the public holidays prescribed in subparagraph (1) of paragraph (a) of this subclause shall be paid double time for all time worked, with a minimum payment for eight hours work.
- (e) An employee required to work on any of the public holidays prescribed in paragraph (a) shall be guaranteed not less than four hours work or shall be paid for not less than four hours at the appropriate rate.
- (ii) An employee on weekly hire, whose services are dispensed with within seven days of the commencement of any week in which one or more public holidays occur and who is re-engaged by the same employer within seven days of the said week, shall be paid an ordinary day(s) pay for each public holiday so occurring, at the rate prescribed for the class of work performed by the employee prior to the employee's services being dispensed with.
- (iii) An employee on weekly hire who, without permission of the employer or without reasonable cause, is absent from duty on the working day immediately preceding or the working day immediately succeeding any public holiday or series of public holidays, shall not be entitled to payment for such public holiday or series of public holidays; provided that, if an employee is absent as aforesaid on one only of the working days preceding or succeeding a series of public holidays, the employee shall lose the holiday pay only for the holiday closest to the day of the employee's absence.

#### **15. Union Picnic Day**

- (i) Easter Saturday shall be recognised as the union's picnic day.
- (ii) In addition to all other payments due to the employee, a financial member of the union other than a casual employee shall, upon proof of financial union membership, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- (iii) A financial member of the union who is required to work on Easter Saturday shall be paid at the rate of time and one-half in addition to the ordinary rate of pay for the actual time worked.
- (iv) For the purpose of this clause, "financial member of the union" shall mean an employee who is, at the time of the picnic day, a financial member.

#### **16. Payment of Wages**

- (i) Subject to subclauses (vi) and (ix) of this clause, all employees' wages shall be paid weekly by electronic funds transfer on Wednesday or Thursday as determined by the employer and the day, on being fixed, shall not be altered more than once in three months. Provided that, where a public holiday

falls on a Friday, the payment of wages that week shall, as far as is practicable, be made on the preceding Wednesday.

- (ii) No employee's pay day shall be changed unless the employee has been given at least seven days notice.
- (iii) Except as otherwise provided for in this clause, no employer shall hold more than two days wages in hand.
- (iv) Where an employer holds less than two days wages in hand, payment for any overtime worked after the normal finishing time on the last day of the pay fortnight shall be paid to the employee on the next succeeding pay day.
- (v) Casual employees shall be paid each week or at the termination of their employment.
- (vi) Wages shall be paid to the employee into bank or financial institution accounts as nominated by the employee.
- (vii)
  - (a) In the case of an employee whose services are terminated on other than a pay day, such employee shall be paid all wages due either prior to or immediately upon cessation of work on the final day of employment.
  - (b) An employee, other than a casual employee, who terminates employment on a day other than pay day, shall give notice to the employer with respect to the payment of wages on commencing work in the morning, in which case the employee shall be paid all wages due when the employee has finished the day's work, otherwise wages may be paid on the following working day at a time stipulated by the employer, but not later than 12 midday.
- (viii) Unless the employer is exempted under the provisions of the *Industrial Relations Act 1996*, each employee shall be supplied with a pay envelope or statement in writing, on which shall be endorsed:
  - (a) the name and classification of the employee;
  - (b) the gross amount of wages, inclusive of overtime and other earnings;
  - (c) the amount paid as overtime, or such information as will enable the amount paid as overtime to be calculated by the employee;
  - (d) the amount deducted for taxation purposes;
  - (e) particulars of all other deductions or the total amount of such deductions; and
  - (f) the net amount paid.
- (ix) Existing employees shall have a maximum one-month period from the date of this award to notify particulars of their bank accounts.
- (x) Split shift employees shall earn differing amounts in each week of the two weeks of the split shift system.

To avoid variations in pay, split shift employees may, subject to this subclause, be paid each week the average of the earnings they would have earned in each of the two weeks of the split shift system. Where necessary, the employer may adjust the employee's pay in the second week to ensure that the employee receives, overall, the correct wages.

## 17. Meals



For employees working day work:

(i)

- (a) Meal breaks of no less than one hour shall be taken by the employee, subject to the operational requirements of the business, no earlier than 3.5 hours after the commencement of ordinary hours of work and no later than six hours after the commencement of the ordinary hours of work. Meal breaks of less than one hour shall only be taken when requested by the employer. The start and finish times of meal breaks and the duration of meal breaks may vary daily.
- (b) Provided that, in the case of an employee working a split shift, an unpaid break as detailed in Schedule 1 shall be observed.

Provided further than an employee shall not be required to take a lunch break before a period of 3.5 hours, calculated from the normal starting time, has elapsed.

- (ii) An employee whose regular lunch break exceeds 30 minutes may be required by the employer, on any day, to take a lunch break of a lesser period (not being less than 30 minutes) and, in this case, the employee shall be paid at the rate of time and one-half for the time worked during the regular lunch break.

(iii)

- (a) An employee who is required to work overtime on any weekday for a period of two hours or more after the normal finishing time shall be allowed a paid crib break of 20 minutes not later than five hours after the end of the lunch break and the employee shall, unless the employee was notified the previous day or earlier that the employee would be required to work such overtime, be paid a meal allowance as set out in Item 4 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates. Where notification to work overtime has been given on the preceding day or earlier and such overtime is then cancelled on the day such overtime was to be worked, an employee shall be paid a meal allowance of the same amount.
- (b) An employee who, on any weekday, is recalled to work after having finished work for the day, or who is called upon to work before the normal starting time and where such work does not continue up until the normal starting time, shall be allowed a paid crib break of 20 minutes for each five hours worked, calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
- (c) Notwithstanding this subclause, an employee utilised and paid in accordance with subclauses (iii) and (vii) of clause 4, Wages, shall not be entitled to receive a meal break unless more than five hours is worked.

(iv)

- (a) An employee required to work on a Saturday, Sunday or public holiday shall be allowed a paid crib break of 20 minutes for each five hours worked; the said five hours to be calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
- (b) An employee required to work for a period of 7.6 hours between the hours of 7.00 a.m. and 5.30 p.m. on a Saturday, Sunday or public holiday may be allowed the usual weekday lunch break or unpaid split shift break and, in such case, the provisions of paragraph (a) of this subclause shall not apply.

(v)

- (a) Subject to paragraph (b) of this subclause, a part-time employee or an employee working a split shift shall not be required to work more than five hours continuously without a meal break as referred to in subclause (i) of this clause; provided further that if a part-time employee or an

employee working a split shift is required to work in excess of five hours continuously, then a meal break may be required.

- (b) here a part-time employee or an employee working a split shift is required to work more than five hours continuously, the employer may pay the 20 minutes at the ordinary rate for the shift or day worked in lieu of such employee taking the meal break.

### 18. Sick Leave

- (i) "Year" shall mean a period of 12 months measured, for each employee, from the date of commencement of his/her current period of employment.
- (ii) An employee, other than a casual employee, with not less than three months continuous service as such in the industry covered by this award, who is absent from his/her work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
  - (a) The employee shall, unless it is not reasonably practicable to do so (proof whereof shall be on the employee), before the ordinary starting time on the first day of an absence and, where it is not reasonably practicable to do so, advise the employer within 24 hours of the inability to attend for duty and, as far as practicable, state the nature of the illness and the estimated duration of the absence.
  - (b) The employee shall furnish to the employer such evidence as the employer may reasonably 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) Except as hereinafter provided, the employee shall not be entitled in any year (as defined) to leave in excess of 38 hours of ordinary time. Provided that:
    - (1) If employment continues with the one employer after the first year, the sick leave entitlement shall increase to a maximum of 64 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 subparagraph (1) of this paragraph, is terminated for any reason the employee shall not be entitled, in that year, to leave in excess of 38 ordinary hours of ordinary working time.
- (iii) For the purposes of administering paragraph (c) of subclause (ii) of this clause, an employer, within one month of this award coming into operation or within two weeks of the employee entering employment, may require an employee to make a statutory declaration or other written statement as to what paid leave of absence the employee had had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and to act.
- (iv) The rights under this clause shall accumulate from year to year, so long as employment continues with the employer, so that any part of the leave 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.
- (v) If an award holiday occurs during an employee's absence on sick leave, then such award holiday shall not be counted as sick leave.
- (vi) Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under paragraph (c) of subclause (ii) of this clause, but shall not be taken into consideration in arriving at the period of accumulated leave.

- (vii) Accumulated sick leave to the credit of an employee at the commencement of this award shall not be affected or reduced by the operation of this clause.

### **18a. State Personal/Carer's Leave Case - August 1996**

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 18, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
      1. "relative" means a person related by blood, marriage or affinity;
      2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) 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.

## 19. Annual Leave

- (i) See *Annual Holidays Act 1944*.
- (ii) An employee, at the time of entering upon a period of annual leave in accordance with the *Annual Holidays Act 1944*, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of three and one-third hours ordinary pay for each month.
- (iii)
  - (a) A seven-day shift worker is an employee whose ordinary working period includes Sundays and holidays on which the employee may be regularly rostered for work.
  - (b) In addition to the benefits provided by subclause (ii) of this clause, and by section 3 of the *Annual Holidays Act 1944* (with regard to an annual holiday), an employee who, during the year of employment in respect of which the employee becomes entitled to the said annual holiday, gives service as a seven-day shift worker, shall be entitled to the additional leave as specified hereunder:
    - (1) If, during the year of employment, the employee has served continuously as such seven-day shift worker - additional leave with respect to that year shall be one week.
    - (2) Subject to this paragraph, if, during the year of this employment, the employee has served for only 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 ordinary rate of wages to which the employee is entitled under clause 4, Wages, for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave.
    - (4) Where the additional leave calculated under this subclause is or includes a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
    - (5) In this clause, reference to "one week" and "one day" includes holidays and non-working days.
  - (c) Where the employment of any employee 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 of three and one-half hours at such ordinary rate of wages with respect to each 21 shifts of service as such seven-day shift worker which the employee has rendered during such period of employment.
- (iv) A split shift employee shall be paid annual leave calculated on the basis of a 38-hour week at the appropriate Enfield Sortation System Employee grade, plus a loading of 25 per cent. The 25 per cent loading shall be in lieu of the payment provided for in subclause (ii) of this clause.

## 20. Long Service Leave

See *Long Service Leave Act 1955*.

## 21. Amenities

- (i) The following facilities shall be available at all yards, depots or garages where employees are engaged under the provisions of this award:
  - (a) Dressing rooms with washing facilities, including showers with both hot and cold water.
  - (b) Lock-up clothing lockers.
  - (c) Where employees are required to partake of meals at the employer's yard, depot or garage, a dining room with seating and table accommodation for the partaking of meals; also facilities for boiling water and heating food.
  - (d) Lavatory facilities.
- (ii) Employees shall place all personal belongings in the lockers provided.

## **22. Uniforms and Protective Clothing, Etc.**

- (i) Where an employee is required by the employer to wear distinctive dress, the same shall be provided, free of cost, by the employer.
- (ii) When requested by the employee, an employer shall provide rubber gloves, gum boots and waterproof coat or apron, free of cost, for the use at work by an employee required to wash vehicles.
- (iii) All employees shall present themselves in a clean and tidy manner for work and shall wear uniforms and/or protective clothing, etc., as issued at all times. If any clothing, other than the issued uniform and/or protective clothing, etc., is worn by an employee, a verbal advice requiring such an employee to wear the issued uniform and/or protective clothing, etc., will be issued by the employer. If an employee continues not to wear the uniform and/or protective clothing, etc., after a verbal advice is issued by the employer, the employee shall not be eligible to commence work or be paid until the uniform and/or protective clothing, etc., is worn as required.
- (iv) Wet weather clothing consisting of waterproof hat, coat and trousers shall be provided for employees required to work in the rain.
- (v) The clothing provided in accordance with this clause should be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the employer and shall remain the property of the employer and shall be returned on demand in a condition commensurate with normal wear and tear. An employee may be required by the employer to sign a receipt for such clothing upon it being issued.

## **23. Mixed Functions**

- (i) An employee required by the employer to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked, and when required to work for more than two hours a day on such work, the employee shall be paid as for a whole day's work.
- (ii) This clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.
- (iii) To eliminate demarcation lines between TNT Express drivers and employees covered by this award, all employees shall work as directed within reasonable bounds, providing it does not adversely affect the execution of regular or normal duties. This shall include:
  - (a) allowing drivers to assist where required to unload and load parcel trailers, drive forks and other dock work as required;

- (b) dockhands performing driving duties for TNT Express as required.

#### **24. Tools and Apparatus**

- (i) The employer shall provide and maintain all necessary tools, ropes and packing.
- (ii) In all cases where employees are called upon to handle pianos, pianolas or the like, piano straps shall be provided.
- (iii) In all cases where employees are called upon to move heavy articles reasonably requiring the use of a Samson or other suitable type of truck, this shall be provided.
- (iv) An employee, when instructed to cart, load or unload wool, shall be provided with a suitable wool hook.

#### **25. Union Delegate**

- (i) An employee appointed as union delegate to the terminal shall, upon notification thereof to the employer by the branch or sub-branch Secretary of the union, be recognised as the accredited and authorised representative of the union.
- (ii) Any matter arising in the terminal affecting members of the union may be investigated by the delegate and discussed with the employer or employer representative. The delegate shall, at the delegate's request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the delegate and the employer.
- (iii) If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned.

#### **26. Notice Board**

The employer shall supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in his/her yard, depot or garage upon which accredited representatives of the union shall be permitted to post formal union notices signed by the representative or representatives.

#### **27. Union Membership**

The employer makes, and the union acknowledges, the following statement of policy:

- (i) The legitimate role of the union as the representative of employees is accepted and encouraged, as is the exercise of the right of every individual to join the union.
- (ii) It is the employer's policy that fair treatment and equitable payment of employees does not rest on union membership alone.

#### **28. 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 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 subparagraph (ii) of paragraph (c) of subclause (1) of clause 18A, State Personal/Carer's Leave Case - August 1996, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 18A. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

## 29. Shift Work

- (i) Definitions -
  - (a) "Early morning shift" shall mean a shift which commences at or after 4.00 a.m. and before 7.00 a.m.
  - (b) "Afternoon Shift" shall mean a shift which finishes after 6.00 p.m. and at or before midnight.
  - (c) "Night Shift" shall mean a shift which finishes after midnight or before noon provided that employees who commence their ordinary hours of work after 4.00 a.m. shall be deemed to work an early morning shift or day work as the case may be."
  - (d) "Alternate night/afternoon shift" shall mean a shift which alternates between night shift and afternoon shift or night shift and afternoon shift and day work.
  - (e) "Shift work" shall mean work extending for at least four weeks and performed either in daily recurrent periods or in regular rotating periods within the limits defined for "early morning shift", "afternoon shift" or "night shift".
  - (f) "Day work" shall not be deemed to be shift work and shall be work that commences after 7.00 a.m. and finishes before 6.00 p.m.
- (ii) Shift Work - Weekly Employees -
  - (a)
    - (1) The ordinary hours of work of weekly employees on shift work shall be an average not exceeding 38 per week. (Refer to Schedule 1 for split shift employees.)
    - (2) Such work shall be arranged as provided for by clause 7, Hours of Employment; provided that employees may be rostered to work shift work over five days within a six- or seven-day spread, with two consecutive days off.
    - (3) Crib time on any shift, for a full-time employee, shall be at a time fixed by the employer and shall not be varied, except in an emergency; provided that full-time employees shall not be required to work more than five hours without a crib break.
    - (4) Commencement times of crib breaks for individual employees may be staggered as required.



(5)

- (A) Subject to section (B) of this subparagraph, a part-time employee or an employee working a split shift shall not be required to work more than five hours continuously without a crib break; provided further that, if a part-time employee or an employee working a split shift is required to work in excess of five hours continuously, then a rib break may be required.
- (B) Where a part-time employee or an employee working a split shift is required to work more than five hours continuously, the employer may pay out the 20-minute crib break at the prevailing rate for the shift worked in lieu of an employee taking the crib break.

(b)

- (1) A copy of the shift rosters shall be displayed in a prominent place or otherwise be made available. Such roster, having been fixed, may be varied by agreement between the employer and the employee affected to suit the circumstances of the establishment, provided that the union or union delegate is notified of such agreement or, in the absence of such agreement, by seven days notice of such alteration given by the employer to the employee affected or, in the case of changes necessitated by circumstances outside the control of the employer, by 24 hours such notice.
- (2) Day workers may be transferred to shift work, or shift workers to day work, by seven days notice given by the employer to the employee or, in cases where sudden or unforeseen circumstances make the change necessary, by 24 hours such notice.

(iii) Shift Work - Allowances -

- (a) For ordinary hours of shift work, shift workers shall be paid the following extra percentages of the rates prescribed for their respective classifications:
  - (1) Early morning shift - 12.5 per cent.
  - (2) Permanent afternoon shift - 17.5 per cent.
  - (3) Permanent night shift - 30.0 per cent.
  - (4) Alternate night/afternoon shift -
    - When on afternoon shift - 17.5 per cent.
    - When on night shift - 30.0 per cent.
- (b) Shift workers rostered on a shift the major portion of which is performed on a Saturday, Sunday or public holiday, shall be paid as follows:
  - (1) Saturday - at the rate of time and a half;
  - (2) Sunday - at the rate of double time;
  - (3) Public holidays - at the rate of double time and a half.

The penalty rates prescribed by this subclause for work on a Saturday, Sunday or a public holiday shall be payable in lieu of the shift allowances prescribed in paragraph (a) of this subclause.

- (c) Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.
- (iv) Shift Work - Overtime - Overtime may be worked and shall be paid as prescribed in clause 10, Overtime.
- (v) Shift Work - Crib Break - Subject to subparagraph (5) of paragraph (a) of subclause (ii) of this clause, all shift workers on weekly hiring whilst working on early morning, afternoon or night shift shall be entitled to a paid crib time of 20 minutes.
- (vi) Shift Work - Alternative Arrangements - Arrangements as to shift work alternative to those provided for by subclause (i) of this clause and at penalties different from those provided for by subclause (iii) of this clause may be implemented by agreement between the employer and the union.

### 30. First-Aid

- (i) An employee appointed by the employer to perform first-aid shall be paid the amount per day as set out in Item 5 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to his/her ordinary rate during such appointment.  
First-aid Outfit - A first-aid outfit shall be provided by the employer at each establishment, yard, depot and garage where there are employees covered by this award. Such outfit is to comprise a first-aid ambulance chest, which shall:
  - (a) be of wood or metal, be dustproof and be distinctly marked with a white cross upon a green ground;
  - (b) be so equipped and maintained as to contain at least the articles and appliances specified by the First-aid Regulations under the *Factories, Shops and Industries Act 1962*;  
  
(NOTE: The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the first-aid ambulance chest.)
  - (c) contain nothing except requisite articles and appliances for first-aid;
  - (d) be readily accessible to the persons employed in the establishment, yard, depot or garage; and (e) be placed under the charge of a responsible person or persons who, or one of whom, shall always be readily available during working hours. A clearly legible notice stating the name or names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

### 31. Jury Service

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

### **32. Procedures Relating to Grievances of Individual Employees**

The following procedures should be followed when an individual employee has a grievance:

- (a) The employee must notify (in writing or otherwise) the employee's immediate supervisor as to the substance of the grievance, requesting a meeting with the employee's immediate supervisor for discussions, and state the remedy sought.
- (b) If the grievance remains unresolved following the meeting requested by the employee, it shall be the subject of further discussions between the employee and the employer on a graduated steps basis with a view to resolution at higher levels of authority. The steps outlined in clause 33, Procedures Relating to Disputes, etc., Between Employers and their Employees, may be followed where appropriate.
- (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 the procedure is being followed, normal work must continue.
- (f) The employee may be represented by the union.

### **33. Procedures Relating to Disputes, Etc., Between Employers and Their Employees**

- (i) Intention - The employees, the union and the employer undertake to take all necessary steps to ensure that delegates, officers, officials, employees/union members, executives and company staff follow the procedure as set out herein, the intention being that any or all disputes shall be promptly resolved by conciliation in good faith without work restrictions, bans or stoppages occurring. The parties shall respectively notify each other as soon as possible of any industrial matter that might give rise to a dispute.
- (ii) The Procedure -
  - (a) In the event of a dispute or difficulty arising at job level, the union delegate and the terminal shift management shall immediately confer and shall attempt to resolve the matter without delay.
  - (b) If no agreement is reached, a union organiser shall discuss the matter in dispute with the Terminal Manager (or nominee).
  - (c) If the matter in dispute remains unresolved, the General Manager (or nominee) shall meet the State Secretary of the union (or nominee).
  - (d) If the matter still remains unresolved, the New South Wales General Manager (or nominee) and/or TNT Australia Pty Limited Industrial Relations management shall meet the State Secretary of the union (or nominee) and discuss the matter. At each discussion, other employer and union representatives may be in attendance as required.
  - (e) If the foregoing steps fail to resolve the issue within a reasonable time, the matter in dispute shall be referred by either party to the Industrial Relations Commission of New South Wales for determination.
- (iii) Right to Refer to the Commission - The above steps shall not preclude reference of a dispute to the Industrial Relations Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Commission shall retain its discretion to refer the parties back to a continuation of this procedure where the Commission considers that course appropriate.

- (iv) Continuity of Work - Pending the completion of the procedure set out in this clause, work shall continue in accordance with the award and all parties agree to use their best endeavours to ensure that continuation.
- (v) Preservation of Rights - The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued normally without interruption.
- (vi) Procedures and Obligations - The procedures and obligations contained herein shall be equally binding on the parties to this award. The decisions of the Commission shall be accepted and adhered to by all parties, subject to their rights under the *Industrial Relations Act 1996*.

### **33a. Anti-Discrimination**

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

#### NOTES -

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

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

### **34. Special Circumstances in Relation to Disputes Procedure Process**

The parties acknowledge that the following situations may give rise to special circumstances in which the procedure/process referred to in this clause may not be appropriate:

- (i) Where there are safety issues as noted in the *Industrial Relations Act 1996*.
- (ii) There may be occasions during the life of this award where The Labor Council of New South Wales makes a resolution for all unions to engage in general industrial action that would normally be described as a State-based campaign on a particular industrial or related issue. When such a resolution direction is given, the TWU will make every attempt to provide TNT Australia Pty Ltd with at least 48 hours notice of such action.

Irrespective of the contents of this clause, it has always been the policy of the employer and of the TWU to ensure the supply of blood, emergency medical supplies and other essential services throughout any process and this commitment is reconfirmed by the parties to this award.

### **35. No Extra Claims Commitment**

- (i)
  - (a) The TWU agrees on behalf of itself, its officers and members that it will not make or pursue any extra claims, prior to outside those provisions contained in enterprise arrangements.
  - (b) Any State Wage Case, or other award variations, will be absorbed in the increases provided by this award.
- (ii) Should the relevant award rate rise above the rate being paid by the employer under enterprise arrangements negotiated prior to or in accordance with the agreement referred to in subclause (i), then the relevant award rates will be paid by the employer.

### **36. Right of Entry**

See *Industrial Relations Act 1996*.

### **37. No Precedent**

It is agreed that no part of this award shall be used as a precedent by either party in any other negotiations or proceedings.

### **38. Freight Handling**

- (i) This matter has caused some considerable concern to the employer, employees and the union over a long period of time. However, it is agreed that at no time has the intention of the employer been to have staff members work in a way which would result in the replacement of employees covered by this award or cause disadvantage to employees covered by this award.
- (ii) The instances where supervisors and management can handle freight are as follows:
  - (a) where freight is "out of control";
  - (b) for the purpose of checking an address (including manifesting, left on docks and misdirects);
  - (c) for the purpose of checking the packaging;
  - (d) for the purpose of checking freight nominated as "security freight";
  - (e) in the performance of ticket office functions, where freight notes have arrived late;
  - (f) to avoid an accident or for other occupational health and safety reasons;
  - (g) to assist in the training and support of trainee and new coders at the coding stations (including showing such persons how to perform the function as opposed to "doing the job").

### 39. National Dangerous Goods Handling Procedure

All employees shall comply with the agreed national dangerous goods handling procedure. This procedure shall ensure uniformity exists with respect to the handling of dangerous goods throughout all TNT Australia Pty Ltd operations throughout Australia.

### 40. Key Performance Indicators - Dockhands

- (i) A system of achieving and monitoring targets on work functions shall be agreed and implemented over the life of this award. The issues noted in Attachment 3 shall be considered in the establishment of KPI targets.
- (ii) In accordance with subclause (i) of this clause, employees the subject of this award shall commit to cooperate with the company to target the achievement of 9.00 am on road times and to achieve the minimum fleet average contact rate of 55 pick up and delivery contacts and 15 bulk contacts, per driver per day.  
(Note: Due to geographic or other operational issues, it will be necessary that some vehicles will have to achieve in excess of this minimum on a regular basis.)
- (iii) Nothing in subclause (ii) above, shall reduce or limit the operation of subclause (i) of this clause.

### 41. Pallet Control

- (i) Pallets are items which are leased to the business or owned by the business. These items are integral to the transportation of certain items of freight and it is agreed all employees shall do whatever is reasonable to minimise the cost of using pallets.
- (ii) It is further agreed the parties shall work towards 100 per cent control of pallets over the life of this award by adopting the process as detailed below:
  - (a) Employees shall perform duties in accordance with the required Pallet Control Procedure.
  - (b) Employees shall accept and attend training regarding the required Pallet Control Procedures.
  - (c) Employees shall co-operate with the monitoring process ensuring compliance with the Pallet Control Procedure.
  - (d) Employees shall co-operate with the identification of any problems.
  - (e) Employees shall co-operate with the communication process regarding such problems experienced with individual employees and rectify such problems.

### 42. Reduction in Insurance Claims for Vehicles, Equipment and Freight

- (i) Insurance claims for the last 12-month period for damage to vehicles and equipment and damage and loss of customers' freight shall be noted as follows:

\$ per month in Claims TNT ENFIELD				
Month	Vehicle	Equip	Work Comp	Damage & Lost Frt
July				
Aug				
Sep				

Oct				
Nov				
Dec				
Jan				
Feb				
Mar				
Apr				
May				
June				

- (ii) It is agreed that all employees shall perform their duties in a way which shall minimise insurance claims on vehicles, equipment and freight and, to ensure this, it is further agreed the following shall apply:
- (a) A minimum of 10 per cent of the existing claims, to be noted in subclause (i), shall be achieved.
  - (b) Subject to paragraph (a) of this subclause, targets month to month shall be set.
  - (c) Actual results shall be posted on a monthly basis and/or distributed to all concerned.
  - (d) Where a claim is made, each incident shall be examined and a means identified and implemented to minimise repetition of such claims.

#### **43. Security Freight Procedure**

Subject to clause 38, Freight Handling, employees shall perform duties as necessary in accordance with the required security freight procedure.

#### **44. Bulk Vehicles - Methods of Operation**

- (i) Operational procedures will be varied after consultation to ensure bulk vehicles shall become more productive.
- (ii) Initiatives implemented shall be subject to continuous review and monitoring so as to ensure there is an improvement in required operational outcomes.
- (iii) Bulk vehicles shall be loaded, unloaded and processed through the terminal so as to:
  - (a) increase the number of trips made by each bulk vehicle (i.e. improve turnaround times);
  - (b) increase the number of contacts made by each bulk vehicle, and/or;
  - (c) decrease the number of taxi trucks delivering and/or picking up bulk freight.
- (iv) The required operational outcomes to be measured and monitored shall include (but not be limited) to:
  - (a) start times in the terminal;
  - (b) time taken to obtain freight notes and other necessary documentation;
  - (c) time waiting in the terminal;
  - (d) time loaded;
  - (e) time of departure from the terminal;
  - (f) arrival time at the customer;

- (g) time loaded/unloaded at the customer;
  - (h) time delayed at the customer;
  - (i) any suggestions for reducing time at a customer or in the terminal and improving bulk vehicle turnaround.
- (v) In measuring the operational outcomes as referred to in subclause (iv) of this clause, the employer will supply simple forms, but will be subject to variation as required only after consultation.
- (vi) The company also understands that productivity increases may be hampered by events outside the control of the bulk drivers and undertakes to make available all reasonable resources to assist all the operational functions.

The persons in the operation (i.e., dockhands, company drivers and contract carriers) also agree to become involved in the ongoing review process of these and other relevant operation procedures in a genuine effort to produce improved results in the overall business.

#### **45. Evacuation Procedures**

It is acknowledged by the parties that the existing evacuation procedure shall be reviewed. Such a review shall eventuate provided satisfactory progress is made on the handling of dangerous goods in the terminal and the establishment of national standards for the pickup, loading, unloading and delivery of dangerous goods.

#### **46. Monitoring and Review Process**

- (i) In the spirit of the negotiations, both parties agree to monitor progress on an ongoing basis and to continue to meet on a regular basis.
- (ii) Should the variations made to this award prove to be more effective than anticipated, both parties agree to take these additional improvements into account for future nominated wage increases.
- (iii) Similarly, if the expected productivity gains are not forthcoming, both parties agree to review the arrangements and participate in change in order to achieve the desired outcomes.

#### **47. Operational Flexibilities**

- (a) In order to improve efficiency and productivity, and to assist in the achievement of the Key performance indicators outlined in subclause (ii) of clause 40, Key Performance Indicators - Docklands, of this award, employees the subject of this award shall adopt the following work flexibilities:
- (i) To ensure continuity of operations during union meetings, employees will be required to drive forklifts and to unload and load bulk freight.
  - (ii) Employees will be required to cover absenteeism in the current bulk unload and load process.
  - (iii) Employees will substitute for drivers in bulk unload/load process, as required.
- (b) Nothing contained in this clause shall reduce or limit the provisions of this award, including but not limited to clause 4, Wages.

#### **48. Award Review**

- (a) It is the position of the union and the employees, that this award offers no greater benefit to the company than the Transport Industry (State) Award and the TNT Express Sydney Drivers Consent



Award. The union and employees shall attempt to establish, to the employer's satisfaction, that the removal of this award can be achieved on a no detriment basis to the employer. The parties to this award undertake to enter discussions to review the site award coverage, including this award.

## PART B

**Table 1 - Wages TNT Express Enfield Dockhands**

Description	Rates as at FFPP on or after July 2004 Per Week \$
Comet Express Enfield Dockhand Grade 1	645.53
Comet Express Enfield Dockhand Grade 2	725.06

**Table 2 - Casual Rates TNT Express Enfield Dockhands**

Description	Rates as at FFPP on or after July 2004 Per Hour \$
Early Morning Shift	23.07
Day Work	20.95
Afternoon Work	23.92
Night Work	26.05

**Table 3 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4(v) (a)	Leading Hand allowance	27.22 per week
2	9(i)(a)	Obnoxious materials, including soda ash, lignosol, bulk sulphur, etc	0.60 per week
3	9(i)(b)	Oxides, including antimony oxide, zinc oxide, etc	0.47 per week
4	17(iii)(a)	Overtime meal allowance	6.60
5	30(i)	First-aid allowance	7.30 per week

## SCHEDULE 1

Schedule 1 sets out the current split shift arrangements which apply to split shift employees. These arrangements may be altered from time to time in accordance with this award, provided this does not operate to reduce the agreed average weekly rate of pay.

### Method of Working Split Shifts - Enfield

Split Shift Permanent Part-time Employees Working 35 Hours per Week  
in Accordance with a 52-week cycle

Team A - Split Shift Employees					
Week One					
	Monday	Tuesday	Wednesday	Thursday	Friday
Hours Worked	7.00am to 11.00am (4 hours)	4.00pm to 9.00pm (5hours)	7.00am to 11.00am (4 hours)	4.00pm to 9.00pm (5 hours)	7.00am to 11.00am (4 hours)

	4.00pm to 9.00pm (5 hours)		4.00pm to 9.00pm (5 hours)		4.00pm to 9.00pm (5 hours)
Daily Total	9	5	9	5	9
Total Weekly Hours	37 Hours				

Team B - Split Shift Employees					
Week 2					
	Monday	Tuesday	Wednesday	Thursday	Friday
Hours Worked	4.00pm to 9.00pm (5 Hours)	7.00am to 11.00am (4 hours) 4.00pm to 9.00pm (5 hours)	4.00pm to 9.00pm (5 Hours)	7.00am to 11.00am (4 hours) 4.00pm to 9.00pm (5 hours)	4.00pm to 9.00pm (5 Hours)
Daily Total	5	9	5	9	5
Total Weekly Hours	33 Hours				

At the completion of a working week, each team of employees change over to the other weekly work cycle, thus facilitating a rotation through the two-week work cycle.

**Split Shift Proposals Enfield Grade 1 Employees**

Proposal	Proposal Details	Hours Worked Per Employee Per Week
Split Shift Employee	Split shift employees on a 2- week cycle of 9-hour and 5-hour days Week 1 3 split days of 9 hours 2 short days of 5 hours Week 2 2 split days of 9 hours 3 short days of 5 hours	Week 1 - Split Shift 32.8 ordinary and p.m. shift hours 4.2 overtime hours Week 2 - Split Shift 30.2 ordinary and p.m. shift hours 2.8 overtime hours
Full-time Employee	Full-time employees at 8 hours per day	Hours Full-timers 38.0 p.m. shift hours 2.0 overtime hours
Part-time Employees	Part-time employees at 5 hours per day	5 hour part-timers 25.0 hours

**Split Shift Proposals Enfield Grade 2 - Employees**

Proposal	Proposal Details	Hours Worked Per Employee Per Week
Split Shift Employee	Split shift employees on a 2- week cycle of 9-hour and 5-hour days Week 1 3 split days of 9 hours 2 short days of 5 hours Week 2	Week 1 - Split Shift 32.8 ordinary 4.2 overtime hours Week2 - Split Shift 30.2 ordinary 2.8 overtime hours

	2 split days of 9 hours 3 short days of 5 hours	
Full-time Employee*	Full-time employees at 8 hours per day	8-hour full-timers 38.0 ordinary hours 2.0 overtime hours

\*NOTE: Number may be increased by two if the two forklift ticketed employees successfully complete (or have successfully completed) the Dangerous Goods Course as provided by TNT Australia Human Resources.

## APPENDIX B

### Schedule 2 - Standards to be Observed by Dockhands when Loading Linehaul Vehicles - KPI's for Dockhands

The standards need to address the following issues:

1. Compliance with dangerous goods procedures, ensuring all dangerous goods are segregated as required. Particular attention needs to be given to dockhands being used as scrutineers to ensure dangerous goods do not travel contrary to the procedures.
2. Identifying KPI's for dockhands and the achievement of targets for KPI's identified. Such targets could include
  - (a) Linehaul departure timed with a sequence of departure priority being established, ensuring time-critical Linehaul runs depart the terminal first. (the aim here is to have known daily departure times identified for each Linehaul unit with perhaps a 15-minute "all hands, all effort" period being allocated to designated linehails to ensure they leave on schedule).
  - (b) Target times on the loading and unloading of certain vehicles (smalls, ugly, mixed and super mix).
  - (c) Ensuring vehicles are loaded to ensure the condition of the stow on arrival has not deteriorated during the travel and to ensure the unloading of the vehicle in the destination port is completed with a minimum of effort.
  - (d) Freight is not damaged when loaded or unloaded.
  - (e) Procedures developed to check addresses of each consignment to minimise misdirects.
  - (f) Depot closing time.
  - (g) Tidy and safe dock areas.
  - (h) PUD departure times. Again, perhaps crews of dockhands given daily targets to ensure a certain area of the dock is cleared and PUD vehicles are on the road by the designated time.
  - (i) Minimise loss/leakage/theft of freight. Targets associated with that.
3. Training and induction procedure for all dockhands.

## APPENDIX C

### Schedule 3 - Pallet Procedures

The procedures contained in the schedule may vary from time to time as required, in consultation with employees' representatives.

Pallet Control Depot Procedures:-

Pallet Controller to count pallets stored daily in terminal.

Pallet Controller to collate data.

Pallet Controller to allocate pallets owing to customers with Linehaul Manager.

Pallet Controller to supervisor pallet procedures.

PM Supervisor to ensure forklift driver reports on all outgoing pallets for other companies within the Group.

PM Supervisors to give all reports to Pallet Controller.

PM Supervisor to ensure incoming pallets from other companies are counted on arrival into the terminal.

#### Pallet Procedures for All PUD Fleet:-

All pallet information to be filled out on AM driver manifest.

Number of pallets to be marked on manifest, e.g./ Chep 2, Loscam 4, Plain 6.

AM Supervisor to be given manifest before departure.

AM Supervisor to confirm pallet count with manifest.

On delivery of pallet(s) , the driver must receive an exchange pallet, dehire form or signed Pallet Movement Docket (unless pallet is customer owned).

If a driver leaves the terminal with 9 Chep and 3 Loscam, then that driver must account for 9 Chep and 3 Loscam on return to the terminal.

Upon returning to the terminal, the driver is to report to the PM Supervisor prior to unloading.

PM Supervisor will confirm type and number of pallets against AM manifest.

#### Pallet Pick-up:-

If a driver picks up 2 pallets, then a Pallet Movement Docket must be filled out as required and signed by customer.

Pallet must have exchange stickers placed on both the con note and freight.

The Pallet Movement Docket must be given to the PM Supervisor upon return to the depot.

PM Supervisor to pass Pallet Movement Docket onto Pallet Controller.

#### Pallet Control In and Out of the Terminal:-

All drivers to fill out Daily Manifest Sheet.

Number of pallets to be marked on manifest.

AM Supervisor to be given manifest before departure.

AM Supervisor to confirm pallet count with manifest.

Copy of manifest to be given to Pallet Controller.

Copy of manifest to be given to PM Supervisor.

Upon driver's return, supervisor to check number of incoming pallets against manifest.

If no exchange has taken place, the driver is to be reminded that pallet exchange is Company policy unless dehire Company owned.

If customer has not exchanged pallets of supplied dehire form and refused Pallet Movement Docket, the Pallet Controller must be informed so he/she can follow up to ensure a dehire form can be received from the customer.

If dehire form is not received by the Pallet Controller, customer to be billed direct for cost of pallets not returned.

Linehaul Manager to ensure the above actions take place regarding all local Linehaul pick-ups and deliveries.

#### Country Pallet Movement (Ex Capital City):-

Manifest to be filled out by leading hand or Supervisor for all outward pallets

Manifest requires company name, suburb, number of pallets and type of pallets.

Manifest to be faxed to all country branches.

Branches to maintain branch and agents under their control.

Manifest to be left in Linehaul Manager's pigeon hole.

Linehaul Manager to collate all data.

#### Country Branch Requirements:

Branch to ensure pallet exchange or dehire takes place.

Branch to ensure pallets have exchange stickers and Pallet Movement Dockets are used.

Branch to fax all outward and inward pallet movements daily to Pallet Controller and Linehaul Manager.

Branch to fax Pallet Controller weekly on:

Total pallets in;

Total pallets exchanged;

Total pallets dehired;

Other;

Comments

All Pallet Movement Dockets sent to State Pallet Controller weekly.

#### Interstate Pallet Movement (Ex Capital City):

Load Plan Advice forms to be filled out by PM Supervisor or leading hand with all pallet information.

Load Plan Advice forms are to be placed in Linehaul Manager's pigeon hole for collection.

Linehaul Manager to collate all data on outgoing interstate pallets from Load Plan Advice forms.

Interstate Pallet Movement (Incoming):

AM Supervisor to match Load Plan Advice reports with incoming pallets on vehicles.

Ex interstate Load Plan Advice forms are to be passed on to Linehaul Manager daily.

Linehaul Manager to collate all data on Load Plan Advice forms.

**APPENDIX D**

Driver: \_\_\_\_\_

Vehicle: \_\_\_\_\_

Date: \_\_\_\_\_

Customer: \_\_\_\_\_

Delivery: \_\_\_\_\_ Pick Up: \_\_\_\_\_

Time Arrived: \_\_\_\_\_

Time Depart: \_\_\_\_\_

Consignment  
Details: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

Driver: \_\_\_\_\_

Vehicle: \_\_\_\_\_

Date: \_\_\_\_\_

Terminal: \_\_\_\_\_

Delivery: \_\_\_\_\_ Pick Up: \_\_\_\_\_

Time Arrived: \_\_\_\_\_

Time Depart: \_\_\_\_\_

Consignment  
Details: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

R. W. HARRISON *D.P.*

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Printed by the authority of the Industrial Registrar.

(1765)

**SERIAL C3389**

**CROWN EMPLOYEES (CORRECTIONAL OFFICERS, DEPARTMENT  
OF CORRECTIVE SERVICES) AWARD 2004 FOR KEMPSEY,  
DILLWYNIA AND WELLINGTON CORRECTIONAL CENTRES**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Corrective Services.

(No. IRC 4914 of 2003)

Before The Honourable Justice Marks

3 March 2004

**AWARD**

**PART A**

**1. Arrangement**

Clause No.      Subject Matter

**PART A**

1. Arrangement
2. Title
3. Definitions
4. Conditions Fixed by Other Instruments of Employment
5. Principles of Understanding
6. Hours Of Work
7. Shiftwork
8. Rostered Day Off
9. Shift Handover
10. Single Rate for Additional Hours
11. Ranking Structure
12. Allowances

13. Annual Leave
14. Annual Leave Loading
15. Higher Duties
16. Performance Management
17. Permanent Part-time
18. Professional Conduct
19. Equality of Employment and Elimination of Discrimination
20. Harassment-Free Workplace
21. Anti-Discrimination
22. Occupational Health And Safety
23. Flexible Working and Operational Arrangements
24. Deduction of Union Membership and Legal Fees
25. Grievance and Dispute Resolution Procedures
26. No Further Claims
27. General
28. Savings of Rights
29. Area, Incidence and Duration

## PART B

Schedule 1 - Salaries and Incidental Allowances

Schedule 2 - Other Allowances

Attachment A - Kempsey Staffing Profile

Attachment B - Dillwynia Staffing Profile

### 2. Title

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

### 3. Definitions

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

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

"Association" means the Public Service Association of New South Wales.

"Award" means this Award.

"Commander" means the person occupying or acting in the position of Commander.

"Commissioner" means the Chief Executive Officer of the Department as listed in Column 2 of Schedule 1 of the Act.

"Department " means the Department of Corrective Services.

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

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

"Officer" means an officer who:



is permanently or temporarily employed as a Correctional Officer under the Act at the rank of Correctional Officer, Senior Correctional Officer, Principal Correctional Officer, Chief Correctional Officer, Overseer, Senior Overseer, Principal Overseer or Chief Overseer

is occupying one of the positions covered by this Award at its operative date or is appointed to or employed in one of these positions after that date.

"PEO" means the Public Employment Office constituted under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

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

"Senior Assistant Commissioner Inmate and Custodial Services" means the person occupying or acting in the position of Senior Assistant Commissioner Inmate and Custodial Services.

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

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

#### **4. Conditions Fixed by Other Instruments of Employment**

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

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

Crown Employees (Public Service Conditions of Employment) Award 2002

Crown Employees (Transferred Employees Compensation) Award

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

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

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

#### **5. Principles of Understanding**

5.1 The parties acknowledge that this Award has been entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices. In meeting this commitment, the Award provides the terms and conditions of custodial and industrial officers working in positions at Kempsey, Dillwynia and Wellington Correctional Centres which are aimed at increasing productivity and flexibility in the conduct of these Centres' operations.

5.2 The parties are committed to implement changes to rostering practices and procedures through the promulgation of a 12-week roster and with the preparation of rosters to be undertaken from a centralised location under the control of the Senior Assistant Commissioner Inmate and Custodial Services or delegate.

- 5.3 The parties agree that there will be an amicable settlement of disputes through the establishment of effective consultative mechanisms and a joint commitment to closely adhere to the grievance and dispute settlement procedures contained in this Award.

## **6. Hours of Work**

- 6.1 The ordinary hours of employment for day workers under this Award shall be an average of 38 per week to be worked Monday to Friday inclusive, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.2 The ordinary hours of work for shift workers shall not exceed an average of 38 hours per week in each roster cycle, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.3 Time taken in partaking of meals shall not count as working time, unless such meal is taken as a crib break.
- 6.4 A crib break is an entitlement to a paid break of 20 minutes to be taken between the third and fifth hour after the commencement of a shift. The break is to be taken away from the direct work location wherever possible (but still within the correctional centre or work location, but away from inmates) with officers being available to respond to any situation should they be required during this break.

## **7. Shift Work**

- 7.1 For the purpose of this clause:

Early morning shift means any shift commencing before 6.00 am.

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

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

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

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

- 7.3 In the event that an officer is rostered on for duty during the Daylight Savings changeover, the officer will receive payment for a standard shift only, i.e. eight hours, irrespective of whether the hours worked are seven or nine.
- 7.4 Officers engaged as continuous shift workers under the Award and who are regularly required to perform rostered duty on Saturdays, Sundays and Public Holidays shall receive the following compensation and be subject to the following conditions:
- 7.4.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.
- 7.4.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.
- 7.4.3 When rostered off on a public holiday - no additional compensation or payment.

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

7.4.5 Additional payment on the following basis:

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

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

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

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

## **8. Rostered Day Off**

- 8.1 This clause does not apply to officers above the rank of Senior Correctional Officer or Senior Overseer.
- 8.2 The hours of work prescribed in subclauses 6.1. and 6.2 above shall be worked on the basis of an allocated day off per month in each 20 working days. Each full-time Correctional Officer, Senior Correctional Officer, Overseer and Senior Overseer shall accrue 0.4 of an hour each eight-hour day towards having the 20th day off with pay.
- 8.3 An officer's rostered day off shall be determined by the Department having regard to the needs of the establishment or sections thereof. Where practicable, rostered days off shall be consecutive with other days off.
- 8.4 Once set, the rostered day may not be changed in a current roster cycle unless there are agreed unforeseen circumstances prevailing or for other agreed purposes. Where such circumstances exist and the rostered day off is changed, another day shall be substituted in the current cycle. Should this not be practicable, the rostered day must be given and taken in the roster cycle immediately following.
- 8.5 The maximum number of rostered days off prescribed in subclause 8.2 above shall be 12 days per annum. There shall be no accrual of rostered days off during the first four weeks of annual leave.
- 8.6 All other paid leave shall contribute towards the accrual of rostered days off except where paid workers' compensation and long service leave is current throughout the roster period. Where an officer's rostered day off duty falls during a period of sick leave, the officers available sick leave shall not be debited for that day.
- 8.7 Correctional Officers, Senior Correctional Officers, Overseers and Senior Overseers may elect to receive payment in lieu of all rostered days off on an annual basis or may elect to have a rostered day off each month as prescribed in this Award.

- 8.8 Annual payment in lieu of all rostered days off shall be made on the first pay day commencing on or after 1 December each year. Pro rata payments can only be made for the year an officer commences duty at Kempsey, Dillwynia or Wellington Correctional Centres, on transfer from these Centres, on retirement, resignation or when employment with the Department is terminated.
- 8.9 Officers shall make their election at the commencement of each annual period.
- 8.10 Payment shall be made at the rate applying as at 1 December each year, or as at the date an officer ceases duty at Kempsey, Dillwynia or Wellington Correctional Centres.

### **9. Shift Handover**

- 9.1 The salaries paid to officers covered under this Award and the application of a 38-hour week recognise that additional time may be involved for an officer at the time of shift handover in:
- (a) briefing incoming officers;
  - (b) incoming officers parading prior to relieving security posts, etc;
  - (c) undertaking weapons safety check in the presence of the incoming and outgoing officer.
- 9.2 No additional payment shall be paid for this work.

### **10. Single Rate for Additional Hours**

- 10.1 Officers who work additional hours above a standard eight- or 12-hour shift or 38-hour week shall be paid at a single rate of \$35.00 per hour for all additional time worked.
- 10.2 No payment for additional hours shall be paid to officers above the rank of Senior Correctional Officer, except in cases of emergency.
- 10.3 For the purposes of this Award, emergencies are classed as situations such as riot, fire or hostage.

### **11. Ranking Structure**

- 11.1 Correctional Officers:

Title

General Manager

Manager of Security

Principal Correctional Officer

Chief Correctional Officer

Senior Correctional Officer

Correctional Officer 1st Class Year 2

Correctional Officer 1st Class Year 1

Correctional Officer Year 2

Correctional Officer Year 1

Correctional Officer Probationary

Correctional Officer (Training)

11.2 Industries Officers:

Title

Principal Industry Officer Level 1

Principal Industry Officer Level 2

Chief Industry Officer

Senior Overseer

Overseer

## 12. Allowances

12.1 Hosiery

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

12.2 Meals

Officers covered by this Award are not entitled to meal monies except when working additional hours, where payment shall be made in accordance with the provisions of clause 98 of the Crown Employees (Public Service Conditions of Employment) Award 2002. Payment of an allowance at the rate equivalent to the dinner rate provided in clause 98 of the Crown Employees (Public Service Conditions of Employment) Award 2002 shall be made to officers working a double shift.

## 13. Annual Leave

13.1 Officers are entitled to Annual Leave as follows:

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

#### **14. Annual Leave Loading**

- 14.1 The Annual Leave Loading payable to all officers employed as shift workers shall be 20% in lieu of all other entitlements under this heading. A "shift worker" for the purpose of this clause means an officer who regularly receives shift allowances, including weekend shift allowances, as part of his/her ordinary remuneration.
- 14.2 Annual Leave loading payable to Correctional Officers who are day workers shall be paid in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 or its replacement.

#### **15. Higher Duties**

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

#### **16. Performance Management**

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

#### **17. Permanent Part-Time**

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

#### **18. Professional Conduct**

##### 18.1 Corporate Plan

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

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

##### 18.3 Dress Code

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

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

### **19. Equality of Employment and Elimination of Discrimination**

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

#### **20. Harassment-Free Workplace**

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

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

- 20.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be condoned by the Department or the Association.
- 20.3 Supervising Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 20.4 All officers are required to refrain from perpetuating, or being party to, any form of harassment.

#### **21. Anti-Discrimination**

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

Notes:

- (a) 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.

## **22. Occupational Health and Safety**

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

## **23. Flexible Working and Operational Arrangements**

- 23.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part-year employment and variable leave employment as contained in the Flexible Work Practices guidelines.

### 23.2 Consultative Committee

The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of the Correctional Centres. A consultative committee shall be established consisting of management and Association representatives. This committee will meet on a regular basis to discuss any matter relevant to the operation of this Award or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award, and thereafter.

### 23.3 Local Management Board

A Local Management Board shall be established at each correctional centre covered by this Award to provide advice regarding the operation and routines of each correctional centre. Elected representatives of the Prison Officers Vocational Branch of the Public Service Association shall be allocated two positions on this Local Management Board.

### 23.4 Directed Duties

The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.



- 23.5 The General Manager, or supervising officer, may direct an officer to carry out such duties and use tools and equipment as may be required, provided that the officer has been properly trained in those duties and in the use of the tools and equipment.
- 23.6 Any direction made pursuant to this clause shall be consistent with the Centre's security requirements, as assessed by the General Manager or most senior officer available at that time, and the Department's obligation to provide a safe and healthy work environment.

#### **24. Deduction of Union Membership and Legal Fees**

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

#### **25. Grievance and Dispute Resolution Procedures**

- 25.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.
- 25.2 A grievance may be defined as:
- A statement or approach by an officer to a supervisor on a work related problem, concern or complaint which may relate to:-
- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
  - (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
  - (c) unfair allocation of development opportunities; or
  - (d) lack of communication of work-related information; or
  - (e) a difficulty concerning the interpretation or application of a departmental policy or procedure.
- 25.3 A dispute may be defined as:
- An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.
- 25.4 The parties to this Award are committed to following the steps set out below and will continue to work normally as these procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with these procedures.

25.5 Where a matter does not fall within the definition of a grievance, it shall be regarded as a dispute and shall be dealt with in accordance with the following procedures:

Step 1

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

Step 2

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

Step 3

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

Step 4

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

Step 5

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

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

Step 6

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

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

25.6 Continuance of Work

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

## 26. No Further Claims

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

## 27. General

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

## 28. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector Salaries - January 2002) Award, or an award replacing it, during the term of this Award, by way of salary increase, this Award shall be varied to give effect to any such increase.

## 29. Area, Incidence and Duration

- 29.1 This Award shall apply to all officers as defined in clause 3, Definitions, of this Award.
- 29.2 This Award shall take effect from the first pay period commencing on or after 3 March 2004 and shall remain in force thereafter for a period of three years.

# PART B

## SCHEDULE 1

### Salaries and Incidental Allowances

#### 1. Annualised Salary Package

Title	Salary \$
General Manager	121,308
Manager of Security	102,338
Principal Correctional Officer	73,208
Chief Correctional Officer	68,150

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

#### 2. Correctional Officers

Title	Salary \$	Incidental Allowance \$
Senior Correctional Officer	49,384	3,229
Correctional Officer 1st Class Year 2	46,570	1,937
Correctional Officer 1st Class Year 1	43,044	1,937
Correctional Officer Year 2	40,759	1,294

Correctional Officer Year 1	40,012	970
Correctional Officer Probationary	39,292	646
Correctional Officer (Training)	39,292	(no allowance)

### 3. Industries Officers

#### 3.1

Title	Annualised Salary \$
Principal Industry Officer Level 1	73,513
Principal Industry Officer Level 2	69,378
Chief Industry Officer	65,507

3.1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.

3.1.2 Industries Officers on an annualised salary package shall be entitled to take the equivalent of one day additional leave in each of the roster periods falling in December and January of each year.

3.1.3 Officers working under this arrangement will work 20 days in each 28-day roster period for 10 roster periods and 19 days in two 28-day roster periods for two roster periods only. For the 13th roster period, the provisions of subclause 8.5 of this Award shall apply.

#### 3.2

Title	Salary \$	Incidental Allowance \$
Senior Overseer	54,921	3,229
Overseer	49,384	1,937

## SCHEDULE 2

### OTHER ALLOWANCES

#### 1.1

Hosiery	\$240.00 per annum	Subclause 12.1
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## ATTACHMENT A

### KEMPSEY STAFFING PROFILE

POST	RANK	DAYS PER WEEK	209/365	POSITIONS
1	GENERAL MANAGER	5 DAYS	1.196	1
1	MANAGER OF SECURITY	5 /7 DAYS	1.244	1
2	PRINCIPAL	7 DAYS	3.492	3
4	CHIEF	7 DAYS	6.984	7
		TOTAL	12.916	
13	SCO'S	7 DAYS	22.698	23
1	SCO	5 DAYS	1.196	1
7	SCO'S	2 + PH	3.815	4
		TOTAL	27.709	
35	CO'S	7 DAYS	61.11	61
3	CO'S	5 DAYS	3.588	4
10	CO'S	2 + PH	5.45	5
		TOTAL	70.148	

Total Custodial Staff Required = 111

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

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

**ATTACHMENT B**

**DILLWYNIA STAFFING PROFILE**

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

94.335

Total Custodial Staff Required = 95

1	GENERAL MANAGER	5	1.196
1	MANAGER OF SECURITY	5/7	1.244
1	PRINCIPAL	7	1.746
2	CHIEF	7	3.492
1	CHIEF (INTEL)	5/7	1.244
1	SCO GATE	7	1.746
1	SCO ACTIVITIES	7	1.746
1	SCO RECEPTION	7	1.746
1	SCO CLINIC	7	1.746
1	SCO HONOUR UNITS	7	1.746

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

F. MARKS J.

(1763)

**SERIAL C3307****THIESS JOHN HOLLAND PROJECT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Thiess John Holland.

(No. IRC 4749 of 2004)

Before The Honourable Justice Walton, Vice-President

16 August 2004

**AWARD**

Clause No.	Subject Matter
1.	Objectives
2.	Definitions
3.	Duration
4.	Application
5.	Performance Incentive Payment (PIP)
6.	Industry Standards
7.	Occupational Health, Safety and Rehabilitation
8.	Dispute Settlement Procedures
9.	Alcohol and Drugs
10.	Monitoring Committee
11.	Productivity Initiatives
12.	Immigration Compliance
13.	Long Service Compliance
14.	Union Rights and Representation
15.	Union Membership
16.	Protective Clothing
17.	Workers' Compensation and Insurance Cover
18.	Apprentices
19.	Training and Workplace Reform
20.	Anti-Discrimination
21.	Personal/Carer's Leave



22. Project Closedown Calendar
23. Industry Convention
24. Project Death Cover
25. Single Bargaining Unit
26. No Extra Claims

Annexure A - Deleted

Annexure B - Parties

Annexure C - Authority to Obtain Details of Work Rights from DIMIA

Annexure D - Closedown Calendar

Annexure E - Project Target Completion Milestones

## 1. Objectives

The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:

- (a) Improve productivity by initiatives aimed at:
  - (i) Communication, consultation and relationships between Employer, Employees and Unions
  - (ii) Health and safety
  - (iii) Training and skill formation
  - (iv) Flexible workplace practices
- (b) Provide good wages and conditions to all Employees engaged on the Project.
- (c) Ensure that subcontractors comply with the provisions of this Project Award, Awards and/or Enterprise Agreements and legislative requirements.
- (d) Promote and implement improved work methods and productivity.
- (e) Promote compliance with the NSW Government Construction Industry Code of Practice.
- (f) Complete the Project safely on time or earlier to quality requirements and within budget.
- (g) Adopt a co-operative and non-adversarial approach to all industrial relations issues.
- (h) Assist in developing a harmonious relationship between TJH, subcontractors, Unions and Employees in respect of this Project.
- (i) Ensure occupational health and safety on the Project is a priority for subcontractors, Unions and Employees.
- (j) Promote a work/life balance for Employees.
- (k) Implement forms of work organisation which encourage the use and acquisition of skills and continual learning.
- (l) Improve quality of work.
- (m) Increase the scope of subcontract work packages to promote genuine skill enhancement and acquisition by Employees.
- (n) Promote a career structure for all Employees based on skill enhancement, competencies and increased job satisfaction.

- (o) Provide quality facilities and amenities.
- (p) Provide a forum for dispute resolution between subcontractors, the Unions and TJH.
- (q) Implement this Award and compliance with all relevant statutory provisions.
- (r) Excellence in Environmental Management - the Parties recognise that the location and nature of the Project provides unique challenges in relation to environmental matters are committed to ensuring that any negative impacts upon the environment are minimised.
- (s) Improved compliance by subcontractors with applicable Awards and/or Enterprise Agreements and legislative requirements.
- (t) Enhance job opportunities for persons who have a legal right to work, including persons who wish to take on apprenticeships or traineeships.
- (u) Note that Union Parties to this Project Award have an objective that Employers have an appropriate Enterprise agreement in place.
- (v) Community Impact - the Parties recognise the nature and location of the Project presents unique challenges and are therefore committed to minimising any negative impact upon the community arising from the Project.

## 2. Definitions

"Award" means the Thiess John Holland Project Award made between the Parties.

"TJH". means Thiess John Holland, being a Joint Venture between Thiess Pty Ltd and John Holland Pty Ltd.

"Code of Practice" means the New South Wales Government Code of Practice for the Construction Industry.

"Employee" means a person engaged by an Employer and who performs work on the Project. This Award does not apply to direct Employees of TJH who are not "Employees" as defined in this Award.

"Employer" means any subcontractor/s engaged to work on the Project.

"Enterprise Agreement" means an agreement registered or certified under the *Workplace Relations Act 1996* or approved under the *Industrial Relations Act 1996*.

"EHS&R" means Environment Health Safety and Rehabilitation.

"Environment Health Safety and Rehabilitation Policy" means either of the plan or policy devised and implemented by the Project Manager for the Project (as amended from time to time).

"Monitoring Committee" means the Committee established under clause 10 of this Award.

"Parties" means TJH, the Employers and the Unions referred to in Annexure B.

"Practical Completion" means the completion of the Project where the tunnel and associated roadworks are completed to a standard that allows the motorway to be opened to the public.

"Project" or the "Lane Cove Tunnel and Roadworks Construction Project" means the infrastructure Project performed under the Design and Construction Deed for the Lane Cove Tunnel Company involving the construction of a 3.6 kilometre, two and three lane tunnel linking the Gore Hill Freeway and the Lane Cove River and associated roadworks on the Gore Hill Freeway and Epping Road.

"Project Director" means the individual appointed by TJH as the Project Director.

"Safety Committee" means the site Safety Committee(s) formed under the *Occupational Health and Safety Act 2000*.

"Unions" means each of the Unions listed in Annexure B.

### **3. Duration**

This Project Award shall operate on and from 1 May 2004 until Practical Completion of the Project.

### **4. Application**

- 4.1 This Project Award shall be known as the Thiess John Holland Project Award and shall cover work carried out by Employees on the Project sites.
- 4.2 Where TJH engages subcontractor/s, it shall make it a condition of any contract that it enters into with its subcontractor/s that they will not employ or otherwise engage persons on wages and conditions which are less favourable than those set out in this Project Award.
- 4.3 This Project Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- 4.4 This Project Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, the Labor Council of New South Wales and the Unions to manage those issues on the Project which affect more than one Employer.

### **5. Performance Incentive Payment (PIP)**

- 5.1 The Parties agree that, in recognition of implementing the productivity initiatives in clause 11 of this Award, meeting construction programme milestones (Annexure E) and the achievement of on time or early Practical Completion, a performance incentive payment will apply on the Project in accordance with this clause to provide a genuine incentive to Employees.
- 5.2 Subject to the Parties complying with the terms and objectives of this Award and subject to subclause 5.4 of this clause, the Employer will pay a Project Productivity Allowance for persons engaged on the Project for each hour worked on the Project.

Payment of the PIP will be:

\$4.00 per hour PIP from 1 May 2004.

\$4.50 per hour PIP from 1 December 2005.

- 5.3 This allowance will be paid on an hours worked basis only and will not attract any premium or penalty. The productivity allowance referred to in this clause is not intended to affect any equivalent allowance otherwise payable under a building Award or Enterprise Agreement (as defined in clause 2 of this Award).
- 5.4 Transport Drivers

- (a) Employees - Rates of Pay

It is further agreed that any Transport Worker carrying out work relating to the Project will be paid, in addition to his/her Award or Enterprise Agreement rate of remuneration, any applicable Project Productivity Allowance, provided that the driver has had a regular involvement of two hours or more on any day with the Project.

- (b) Contract Carrier

The Parties agree that all Contract Carriers involved in the transport industry shall be paid the rates of pay applicable under the Transport Industry - Excavated Materials, Contract Determination for the cartage of materials to, on and from the site.

(c) GST

Rates paid to Contract Carriers, including any applicable Project Productivity Allowance, shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid to the carrier for contracts of carriage (the GST amount). The total fee payable to the contract carrier shall be the sum of the remuneration payable and the GST amount.

## 6. Industry Standards

It is recognised by the Parties that the size, location and importance of the Project warrants the implementation of the following Project standards:

### Superannuation and Redundancy

(a) The Parties acknowledge that a contribution of \$95.00 per week or 9% of ordinary time earnings will be made to the superannuation fund nominated in the relevant industrial instruments, being C+BUS; NESS; STA, TWU or other schemes approved by the Parties. The minimum payment made for superannuation for apprentices working on the Project shall be \$50.00 per week.

(b) The Employers will make a weekly contribution into ACIRT or MERT or other schemes approved by the Parties:

\$90.00 per week from 1 May 2004

\$100.00 per week from 1 June 2005

\$105.00 per week from 1 March 2006.

The Employers shall make a contribution of no less than \$40.00 per week for apprentices working on the Project.

### Top-Up/24-Hour Income Protection Insurance

Each Employer will provide Workers' Compensation Top-Up/24-Hour Income Accident Insurance with the UPLUS scheme or other similar schemes, up to a maximum cover of \$1000.00 per week.

## 7. Occupational Health, Safety and Rehabilitation

### 7.1 Induction

(a) All Employees must attend a site induction course on commencement of engagement on site.

(b) The Parties recognise the OHS&R induction training provided by accredited blue card providers for casual and permanent Transport Workers who fall within the scope of this Project Award.

### 7.2 Occupational Health and Safety Plans

(a) All Employers must submit a safety, health, and rehabilitation management plan. These plans should include evidence of:

(i) risk assessment of their works

- (ii) hazard identification, prevention and control
- (iii) planning and re-planning for a safe working environment
- (iv) industry and trade specific induction of Employees
- (v) monitoring performance and improvement of work methods
- (vi) reporting of all incidents/accidents
- (vii) compliance verification
- (viii) regular OHS&R meetings, inspections and audits of the Project.

### 7.3 Safety Committees

- (a) TJH shall establish Safety Committee(s) in each designated work area in accordance with the *Occupational Health and Safety Act 2000*. All members of the Safety Committee(s) shall receive the appropriate training to allow them to perform their duties in accordance with the legislation.
- (b) The Parties recognise the role and status of OHS Committee(s) established under the *Occupational Health and Safety Act 2000*. The Parties accept that the OHS Committee is the consultative body charged with assisting the outcome of a safe workplace.

### 7.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.
- (b) If the TJH Construction Director or the Safety Committee is of the opinion that an Employee has committed a serious breach of either the occupational health and safety policy, legislation or the relevant safety management plan (or any other agreed safe working procedures), the Construction Director will aim to resolve the issue. This may include the implementation of counselling or disciplinary action or in extreme circumstances, and solely at TJH's discretion, cancellation of an Employer's contract or withdrawal of an Employee's right to work on the Project.
- (c) The Parties agree that, pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those Employers may direct Employees to move to a safe place of work. No Employee will be required to work in any unsafe area or situation.

### 7.5 OH&S Industry Induction

No person will be engaged on the Project site unless he or she has completed the WorkCover NSW accredited General Construction OHS Induction course.

### 7.6 Safety Policies

- (a) The Parties recognise the importance of all persons engaged on the Project working in a safe environment. TJH will develop and implement a number of procedures that will apply on the Project through the work area OHS Committees.
- (b) TJH shall implement and Employees be bound by the following procedure with respect to occupational health and safety:

Equal Employment Opportunity Workplace Harassment and Bullying Procedure - the Project is committed to a policy of equal employment opportunity ensuring that any form of discrimination or harassment is eliminated from the workplace and that all Employees have equal access to opportunities within the Company.

- (c) The Parties and Employees must adhere to the requirements of these procedures.
- (d) These procedures will be clearly communicated to all persons on the Project. This will include explanation at TJH induction and the display of the policies and procedure(s) on the Project.

#### 7.7 Formwork Safety

All persons engaged on the erection or dismantling of formwork will do so in a manner consistent with the AS3610 Standard of Formwork and have the relevant WorkCover Formwork Certificate of Competency. Where an Employee does not have a Certificate of Competency, an agreed provider will be contacted to assess the qualifications of the relevant Employee.

#### 7.8 Temporary Power/Testing and Tagging

In order to maintain the highest standards of safety in regards to the use of electricity during construction, it is agreed that all work will comply with the requirements of the Code of Practice Electrical Practices for Construction Work. All electrical leads, portable power tools, junction boxes and earth leakage devices will be tested, inspected by a suitably qualified electrician and labelled with a tag of current date.

#### 7.9 Crane Safety

No mobile crane will be allowed on the Project site unless it has been registered and inspected by WorkCover (or WorkCover accredited provider, e.g. Cranesafe). Such cranes will be required to display their current registration.

### **8. Dispute Settlement Procedures**

One of the aims of this Project Award is to eliminate and prevent lost time in the event of a dispute and to achieve prompt resolution of any dispute.

#### 8.1 Employer-Specific Disputes

In the event of a dispute or conflict occurring specifically between an Employer and its Employees or their representative Union, the following steps will be adopted. The Parties to the dispute will genuinely endeavour to resolve the dispute at the earliest opportunity:

- (a) Discussion between those directly affected will occur;
- (b) Discussion between site management representatives of the Employee and the Union delegate will occur if (a) fails;
- (c) Discussion between site management representatives of the Employer and the Union organiser will occur if (b) fails;
- (d) Discussion between senior management of the Employer, TJH and the appropriate Union official will occur if (c) fails;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and TJH's Construction Director and/or TJH's Project Director (or their nominee) will occur if (d) fails;

- (f) If the dispute is not resolved after step (e), Parties to the Project Award may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996*;
- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

## 8.2 Project-Wide Disputes

In the event of a dispute or conflict affecting more than one Employer occurring, the following procedure will be adopted. The Parties to the dispute will genuinely endeavour to resolve the dispute at the earliest opportunity:

- (a) Discussion between those directly affected will occur;
- (b) Discussion between site management representatives of TJH and the Union delegate will occur if (a) fails;
- (c) Discussion between site management representatives of TJH and the Union organiser will if (b) fails;
- (d) Discussion between senior management of TJH and the appropriate Union official will occur if (c) fails;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and TJH's Construction Director and/or TJH's Project Director (or their nominee) will occur if (d) fails;
- (f) If the dispute is not resolved after step (e), Parties to the Project Award may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996*;
- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

## 8.3 Demarcation Disputes

In the event that a dispute arises which cannot be resolved between the relevant Unions, the Unions agree to the following dispute-settling procedure:

- (a) No industrial action is to take place: the status quo that existed prior to the dispute must prevail and work is to continue normally without prejudice to any of the Parties.
- (b) Discussions between the Labor Council of New South Wales and the Unions to try to resolve the dispute will occur at the earliest opportunity.
- (c) If the dispute is not resolved after step (b), either Union may notify the dispute to the Industrial Relations Commission of New South Wales to resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996*.

## 8.4 Procedures to Prevent Disputes regarding Non-Compliance

- (a) The Parties recognise that, given the size and complexity of the Project:
  - (i) a variety of subcontractors will be engaged to work on the Project; and

- (ii) those subcontractors may be bound by a variety of industrial instruments, including Federal and State Awards, certified agreements and State Enterprise Agreements.
- (b) It is in the interests of all Parties that the subcontractors engaged to work on the Project:
  - (i) demonstrate a history of, and commitment to, future compliance with all relevant legal obligations; and
  - (ii) recognise that their Employees should generally be engaged on terms and conditions similar (but not necessarily identical) to those enjoyed by persons performing similar work in the civil engineering construction industry.
- (c) For these reasons, TJH will endeavour to engage subcontractors (and require those subcontractors in turn also only to engage sub-subcontractors) which:
  - (i) comply with the Code;
  - (ii) comply with their obligations to pay or provide for:
    1. remuneration (including over-award payments such as contributions to redundancy schemes);
    2. annual leave;
    3. long service leave;
    4. workers' compensation insurance;
    5. superannuation fund membership and contributions; and
    6. payroll tax.
  - (iii) demonstrate a reasonable awareness of the industrial instruments which regulate the employment of their Employees;
  - (iv) agree to comply with laws applicable to them including industrial instruments, industrial legislation, anti-discrimination legislation and occupational health and safety legislation during their engagement; and
  - (v) generally have a corporate history of industrial harmony, involving few (if any) breaches of industrial instruments, discrimination complaints and occupational health and safety prosecutions.
- (d) With the aim of achieving this result, TJH will:
  - (i) before each subcontractor begins work on site, require the subcontractor to provide to TJH documentation (on the subcontractor's letterhead and signed by an authorised person) verifying compliance in the preceding 12 months with all the obligations referred to in subparagraphs (i) and (ii) of subclause (c) of this clause; and
  - (ii) monitor subcontractor compliance by:
    - (a) Checking, on a monthly basis, payments made by subcontractors in relation to superannuation, redundancy and extra insurance to ensure that:



1. Payments for Employees have been made as required; and
  2. Subcontractors have not introduced arrangements (for example, "all-in" payments and "cash in hand" payments) designed to avoid tax and other statutory obligations. If any such arrangements are identified, TJH will take immediate steps to ensure that they are rectified and that any Employee affected by any such arrangement receives all relevant statutory entitlements.
  3. This process can occur in association with the appropriate Union official/site delegate if requested to do so.
- (b) In accordance with section 127 of the *Industrial Relations Act* 1996, section 175(b) of the *Workers Compensation Act* 1987 and Part 5B s1G-31J of the *Payroll Tax Act* 1971, obtaining from each subcontractor on a regular basis a subcontractor statement regarding workers' compensation, payroll tax and remuneration.
- (c) Respond promptly, subject to any legal restrictions, to any concerns raised by an accredited Union delegate or Union official about the conduct of subcontractors in respect of matters in this Project Award.
- (d) In particular, the Parties will not condone the practice of treating a genuine Employee as if he or she were a subcontractor for the purposes of avoiding tax and other statutory obligations. If TJH becomes aware that a particular subcontractor and his or her Employees are engaged in such practice, TJH will exercise its powers under the subcontract, including its discretionary powers to terminate the subcontract, and remove the offending Company and Employees from the site unless the Parties have otherwise agreed to allow the subcontractor to remain on site.

Any disagreements under this clause shall be referred to the Monitoring Committee in accordance with clause 10 of this Award.

8.5 No payment shall be made to Employees for time spent engaged in industrial action as defined in relevant legislation (including any industrial action arising from an industrial, demarcation or safety dispute) unless payment is authorised or ordered by either the Industrial Relations Commission of NSW or the Australian Industrial Relations Commission.

#### 8.6 Safety Dispute Resolution Procedures

- (a) The Parties to this Agreement agree to do all things practicable to maintain the site in a safe condition.
- (b) If a safety problem has been identified in a particular work area, the work area OHS Committee representative will inspect the area with management representatives and they will determine the appropriate action to be taken;
- (c) Work shall cease only in areas immediately affected by a reasonable concern as to the existence of an imminent risk to health and safety;
- (d) Work in other areas shall continue without interruption and all Employees shall remain available on site to carry out work in areas not immediately affected and/or to carry out rectification works. Priority will be given to safety rectification.
- (e) No Employee will be required to work in any unsafe area or situation, as determined by the work area OHS Committee representative(s).
- (f) Should a safety dispute arise over whether one or more work areas are safe or not, the Parties agree the following procedure shall apply:

When an Employee becomes aware of an unsafe situation, the Employee must rectify the situation, if it is within their competence to do so.

Where the situation cannot be rectified, immediate inspection of the affected areas will be carried out by TJH safety management and the work area OHS Committee representative;

As safety rectification work is agreed for each area, all Employees shall immediately commence such rectification work;

Upon verification that such rectification has been completed, normal work will resume progressively in each area;

Employees shall not leave the Project site unless directed to do so;

Should any dispute arise as to the rectification work required to any area, the Safety Committee chairperson, TJH representative or the Union(s) may call upon WorkCover NSW to assist. Where WorkCover NSW is called in, the Parties agree to be bound by that determination. Further, the Parties shall abide by the New South Wales Government Code of Practice for the Construction Industry in regards to settling safety disputes.

#### 8.7 Public Safety

- (a) If a situation requires work to make it safe for the public, the Parties shall do everything within their competence to achieve a safe condition.
- (b) If such a situation is identified, the necessary remedial work shall be done, if safe to do so, immediately.

### 9. Alcohol and Drugs

- 9.1 Employers and the Unions are committed to creating and maintaining an environment where people recognise the health and safety risks of misusing alcohol and drugs. TJH regards the misuse of drugs or alcohol in the workplace as a very serious issue.
- 9.2 Under no circumstances will any Employee affected by alcohol and/or affected by any other drug be permitted to work and/or operate any equipment on the Project. This provision extends to the consumption of drugs and/or alcohol during meal and rest breaks. Employees affected by alcohol and/or other drugs are a safety hazard to themselves and all others present at the worksite.
- 9.3 If an Employee is affected by alcohol or any other drug and is sent home to recover, he or she will not be paid for the lost time.
- 9.4 If use of drugs and/or alcohol in the workplace is repeated, then, depending upon the circumstances, the Employer may take disciplinary action, which it considers to be appropriate, up to, and including, dismissal, in accordance with the disciplinary procedure. Employers agree to make sure that the relevant Employee is made aware of the availability of drug and alcohol treatment and/or counselling.
- 9.5 Smoking is not permitted in any Company site office, mess/change shed or sanitary facilities or vehicles or any other amenities where appropriate signage is displayed.

### 10. Monitoring Committee

- 10.1 The Parties may establish a committee to monitor the implementation of this Project Award.
- 10.2 The Monitoring Committee, if established, will meet at regular intervals or as required during construction on the Project.

- 10.3 The Monitoring Committee will consider ways in which the aims and objectives of this Project Award can be enhanced, which may include, but not be limited to, discussion of:

developing more flexible ways of working;

enhancing occupational health and safety;

productivity plans; and

compliance with Project Award and other statutory requirements by Employers.

If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties to implement the intent of the Award.

## 11. Productivity Initiatives

### 11.1 Learning Initiatives

Each Employer shall comply with their workplace reform initiatives outlined in their Enterprise Agreement.

### 11.2 Inclement Weather

- (a) The Parties to this Project Award will collectively proceed towards the minimisation of lost time due to inclement weather.
- (b) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:
- (i) Adoption of a reasonable approach regarding what constitutes inclement weather;
  - (ii) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Parties, useful work is available in that area or site and that work is within the scope of the Employee's skill, competence and training consistent with the relevant classification structures (provided that the Employer shall provide transport to such unaffected area where necessary);
  - (iii) Where the initiatives described in subparagraph (ii) of this paragraph are not possible, the use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
  - (iv) All Parties are committed to an early resumption of work following any cessation of work due to inclement weather;
  - (v) The Parties agree the practice of "one out, all out" will not occur.

### 11.3 Rostered Days Off

- (a) Subject to clause 22, Project Closedown Calendar, a procedure for the implementation of rostered days off (RDO's) will be agreed on the Project, the purpose of which is to:
- (i) improve work/life balance for Employees; and
  - (ii) increase productivity of the Project with the objective of meeting the Practical Completion Date.

- (b) A roster of RDO's will be prepared, following consultation with the workforce and Parties to this Award.
- (c) Records of each Employee's RDO accruals will be recorded on the Employee's payslip and copies made available to the Employee, the Employee's delegate or Union official upon request.

#### 11.4 Maximising Working Time

The Parties agree that crib and lunch breaks may be staggered for Employees so that work does not cease during crib and lunch. Amenities are to be maintained in a clean and hygienic state.

#### 11.5 Hours of Work

Ordinary hours of work shall be eight hours per shift between 6.00 am and 6.00 pm Monday to Friday. However, ordinary hours may commence from 5.00 am by agreement between the Employer, Employee and relevant Union.

### 12. Immigration Compliance

- 12.1 The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by TJH of the importance of immigration compliance and TJH's requirement that no illegal immigrants are to be engaged on the Project.
- 12.2 Employers are required prior to Employees commencing work on site to check the legal right of Employees to work. The authorisation form attached to this Project Award as Annexure D may be used to assist in providing evidence of the Employee's legal status.

### 13. Long Service Compliance

If applicable, and in accordance with the NSW *Building and Construction Industry Long Service Leave Act*, no Employee will be engaged on site unless he or she is a worker registered with the NSW Long Service Payments Corporation. All Employers (if applicable) engaged on site will be registered as Employers in accordance with the NSW Building and Construction Industry Long Service Payments Act and will strictly comply with their obligations.

### 14. Union Rights and Representation

#### 14.1 Intent

- (a) The Parties to this Agreement acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit members. The Parties to this Agreement also acknowledge that good communication between the Union official, the delegate and its Union members is an important mechanism in assisting the Parties to resolve grievances and disputes in a timely fashion.
- (b) The Parties are committed to developing and maintaining a positive and practical working relationship between the TJH and Union officials and delegates based on good communication, adherence to the provisions of this Agreement, and mutual respect of each Parties operational objectives. This relationship will aim to manage problems early and avoid disputes and industrial action.

#### 14.2 Visiting Union Officials

- (a) Union officials (of Unions party to this Agreement), when arriving at a site for the first time, shall be inducted prior to pursuing their Union duties, thereafter when visiting the site, shall call at the site office and introduce themselves to a management representative of the TJH, prior to pursuing their Union duties.

- (b) Union officials shall produce their right of entry permits, if required, and observe the Award, the *Occupational Health and Safety Act 2000* and Regulations and other statutory/legislative obligations for entry to the site.
- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that TJH are observing the terms and conditions of this Agreement.
- (d) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided notice is given to TJH by the Union(s).
- (e) Such inspections shall not take place unless there is a suspected breach of this Award, the *Industrial Relations Act 1996* or other Employer Statutory requirements.

#### 14.3 Workplace Delegates

##### (a) Definition

In this clause the expression "delegate" means an Employee who is the accredited representative of the Union at an Employer's workplace and, if there is more than one delegate in respect of the workforce, then the expression "delegate" means each and every such delegate so accredited by the Union in relation to that Employer's workforce.

The Parties acknowledge that a reasonable approach must be taken in relation to the number of persons that are recognised as delegates for a particular area of work.

##### (b) Rights of the Delegate

- (i) It is the intention of TJH and the Union that delegates are engaged - like other Employees - primarily as construction Employees to perform active construction work. It is not the intention of the Parties that this allows for a designated delegate to work in a "full-time shop steward" role. All Employees, including the designated delegates, must work as directed by their supervisor. Supervisors will act consistent with the intent referred to in this clause.
- (ii) The Parties acknowledge it is the sole right of the Union and its members to elect the delegate for each worksite, who shall be recognised as the authorised representative of the Union at the site.
- (iii) The delegate shall have the right to approach or be approached by any Employee to discuss industrial matters with that Employee during normal working hours.
- (iv) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by TJH. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by TJH:
  - moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;
  - changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded;
  - disrupting duly organised meetings.
- (v) The Parties acknowledge this clause does not limit the right of TJH to reasonably meet their operational requirements.

- (vi) The delegate shall be entitled to represent members in relation to industrial matters at the workplace and, without limiting the generality of that entitlement, is entitled to be involved in representing members as follows:
- at all stages in the negotiation and implementation of Enterprise agreements or Awards or other industrial instruments;
- the introduction of new technology and other forms of workplace change;
- career path, reclassification, training issues; and initiating discussions and negotiations on any other matters affecting the employment of members;
- ensuring that workers on site are paid their correct wages, allowances and other lawful entitlements;
- to check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (vii) In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegate shall be afforded the following rights:
- reasonable communication with other delegates, Union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
- 10 days' paid time off work per annum to attend relevant Union training courses/forums;
- reasonable paid time off to attend meetings of delegates in the industry, as authorised by the relevant Union.
- (viii) TJH shall provide to the delegates access to the following:
- a lockable cabinet for the keeping of records;
- a lockable notice board for the placement of Union notices at the discretion of the delegate;
- access to a meeting room;
- use of the telephone for legitimate Union business;
- from existing resources, and when required, access to:-
- a computer, photocopier, facsimile machine, typewriter or secretarial support at the workplace.
- (ix) There shall be no deduction to wages where the Union requires a delegate to attend any Court or Industrial Tribunal proceedings directly relating to industrial matters at the Project. The Parties acknowledge that delegates will not be entitled to payment where the provisions of the *Industrial Relations Act 1996* prohibit such payment. To avoid doubt, this means that delegates will not be entitled to payment when engaged in industrial action.

## 15. Union Membership

- 15.1 The Employer and Employees recognise the role of the Unions in negotiating this Award and the Union's commitment to maintaining the integrity of the Award during its life.
- 15.2 Properly accredited officials and workplace representatives of the Union shall have the right to be provided with appropriate access to Employees to promote the benefits of voluntary Union membership.
- 15.3 To assist in this process, subject to the law, the Employer shall:
- (a) If requested by the Union, provide payroll deduction services for Union fees. Such payroll deductions shall only be made where individual Employees have authorised the deduction in writing by completing the form provided by the Employer. Such fees shall be remitted to the Union on a monthly basis with enough information supplied to enable the Union to carry out a reconciliation; and
  - (b) Provide the Union with access to talk to new Employees at an agreed time.

### **16. Protective Clothing**

- 16.1 Employers will provide their Employees engaged on site with protective clothing and footwear which shall be Australian-made where practicable on the following basis:
- (a) **Safety Footwear**  
Appropriate safety footwear shall be supplied on commencement, if not already provided, to all persons engaged on site and will be replaced on a fair wear-and-tear basis provided they are produced to the Employer as evidence.
  - (b) **Clothing**  
Three sets of protective clothing (combination of overalls, bib and brace or trousers and shirts) will be supplied to all persons at engagement on site and will be replaced once per calendar year as a result of fair wear-and-tear provided that they are produced to the Employer as evidence.
  - (c) **Jacket**  
Each person, after accumulated employment on site of 152 hours, shall be eligible to be issued with warm bluey jacket or equivalent, which will be replaced once per calendar year on a fair wear-and-tear basis.
- 16.2 Employers will consult with the Labor Council of New South Wales if necessary to be provided with a list of Australian manufacturers who do not use illegal or exploited labour in the manufacturing of their products.

### **17. Workers' Compensation and Insurance Cover**

- 17.1 Employers must ensure that all persons that they engage to work on the Project are covered by workers' compensation insurance.
- 17.2 TJH will audit Workers' Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.
- 17.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers' compensation:
- All Employees will report injuries to the Project first-aider and their supervisor at the earliest possible time after the injury.

All Employees will comply with the requirements for making a workers' compensation claim, including the provision of a WorkCover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the Project first-aid officer and the Employee's supervisor.

In cases where the Employee is unable to comply with the above, the relevant Employer will assist in fulfilling requirements for making a claim.

17.4 Employers must ensure that they are aware of and will abide by sections 63 to 69 of the *Workplace Injury Management and Workers Compensation Act 1998*, which provides that:

- (a) The Employer shall keep a register of injuries/site accident book in a readily accessible place on site;
- (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The Employer must notify the insurer within 48 hours of a significant injury. An Employer who receives a claim for compensation must, within seven days of receipt, forward the claim or documentation to their insurer;
- (c) An Employer who receives a request from their insurer for further specified information must, within seven days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
- (d) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three working days;

17.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life, the Employer shall notify the relevant Union immediately.

17.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

## **18. Apprentices**

As part of the Project's commitment to industry training, a ratio of one apprentice/trainee to every five tradespersons within each Employer's workforce is to be maintained. Employers will be encouraged to comply with the NSW Training Management Guidelines 2000.

## **19. Training and Workplace Reform**

The Parties are committed to achieving improvements in productivity and innovation through co-operation and reform. Employers are expected to demonstrate their commitment to develop a more highly skilled workforce by providing their Employees with career opportunities through appropriate access to training and removing any barriers to the use of skills acquired.

## **20. Anti-Discrimination**

20.1 It is the intention of the Parties to 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.

20.2 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.

20.3 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.



20.4 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 trainee or apprenticeship rates of pay;
- (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.

20.5 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."

## **21. Personal/Carer's Leave**

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

4. A same-sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
5. A relative of the Employee who is a member of the same household where, for the purposes of this paragraph:

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

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

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

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

#### 21.2 Unpaid Leave for Family Purpose

An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause 21.1 of this clause who is ill.

#### 21.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the Parties.
- (b) Access to annual leave, as prescribed in subclause 21.2 of this clause, shall be exclusive of any shutdown period provided for elsewhere under the 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.

#### 21.4 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) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with paragraph (a) above, the Employee shall be paid overtime rates in accordance with the Award.

#### 21.5 Make-up Time

- (a) An Employee may elect, with the consent of the Employer, to work "make-up time", under which the Employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award at the ordinary rate of pay.
- (b) An Employee on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the Employee takes time off ordinary hours and works those hours at a later time at a later time) at the shift work rate which would have been applicable to the hours taken off.

#### 21.6 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 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.
- (c) This subclause is subject to the Employer informing each Union which is both Party to the Project Award and which has members employed at the particular Enterprise of its intention to introduce an Enterprise system of RDO flexibility and providing a reasonable opportunity for the Unions to participate in negotiations.

### **22. Project Closedown Calendar**

For the purposes of this Project Award, the Parties agree that the calendar in Annexure D will be adopted for the Project. The calendar has been produced with a view to maximising quality leisure time off for all Employees. Accordingly, the Parties agree that, on the weekends identified in the calendar, no work shall be carried out.

Provided, however, that where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDOs as set out in the calendar, subject to the Award of the appropriate Union Secretary or nominee. In such circumstances, reasonable notice (where possible) shall be given to the Union (or Union delegate).

### **23. Industry Convention**

The Parties are aware of the convention of some Employers making payments or providing conditions to their Employees in excess of the relevant Awards or Enterprise Agreement by private treaty for incentive purposes or for the purpose of attracting labour.

The Parties agree that they will not seek to change the terms of this Project Award as a result of a private treaty as described above nor will they seek redress from any Employer.

### **24. Project Death Cover**

The Employer will guarantee the beneficiary of any Employee who dies as a consequence of working on the Project be paid a death benefit of \$25,000.00. Such benefit shall be paid within 14 days of the production of appropriate documentation. This payment shall be in addition to any other entitlement that might be paid to the beneficiary as a consequence of the death of the Employee.

### **25. Single Bargaining Unit**

This Project Award was negotiated by the Labor Council of New South Wales on behalf of the Unions and by TJH in its own right and on behalf of the Employers.

### **26. No Extra Claims**

The Employees and the Unions acknowledge that:

- (a) This Project Award exhaustively deals with all of the matters which the Parties wish to regulate by this Project Award until the Practical Completion of the Project; and
- (b) They are undertaking that, until the Practical Completion of the Project, they will not pursue any extra claims (whether referred to in this Project Award or not).

**ANNEXURE A**

Not used

**ANNEXURE B**

**PARTIES**

Part 1 - Employers:

Thiess John Holland; and

any subcontractors engaged to work on the Project.

Part 2 - Unions:

The Labor Council of New South Wales (The Labor Council);

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

Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (New South Wales Branch) - Plumbing Division (CEPU);

Electrical Trades Union of Australia, New South Wales Branch (ETU);

Transport Workers' Union (TWU);

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (also known as AMWU);

The Australian Workers' Union (AWU).

**ANNEXURE C**

**AUTHORITY TO OBTAIN DETAILS OF WORK RIGHTS FROM DIMIA**

**EMPLOYEE DETAILS**

as specified in passport or other identity document

Family Name: \_\_\_\_\_

Given Name(s): \_\_\_\_\_

Other Name(s) Used (e.g. maiden name): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Passport Number: \_\_\_\_\_

Visa Number: \_\_\_\_\_

Visa Expiry Date: \_\_\_\_\_

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named Employer/labour supplier and a representative of a principal contractor and authorised trade Union officer on request.

I understand that these details are held by DIMIA on departmental files and computer systems. I also legal understand that the Employer/labour supplier will use this information for the purposes of establishing my entitlement to work in Australia, and for no other purpose.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### EMPLOYER/LABOUR SUPPLIER DETAILS

Business Name: \_\_\_\_\_

Business Street Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Note that the Employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct.

The completed form should be faxed to 1800 505 550.

If all details match with our records, the Employee's work rights status will be faxed to you within one working day.

### ANNEXURE D

#### CLOSEDOWN CALENDAR

##### Leisure Days Calendar 2004

Thursday	January 01	No Work Paid New Year's Day Public Holiday
Saturday	January 24	No Work Saturday
Sunday	January 25	No Work Sunday
Monday	January 26	No Work Paid Australia Day Public Holiday
*Tuesday	January 27	Paid RDO (fixed)
*Monday	March 01	Paid RDO (flexible)
Friday	April 9	No Work Paid Good Friday Public Holiday

Saturday	April 10	No Work Saturday RDO
Sunday	April 11	No Work Sunday
Monday	April 12	No Work Paid Easter Monday Public Holiday
*Tuesday	April 13	Paid RDO (fixed)
Saturday	April 24	No Work Saturday RDO
Sunday	April 25	No Work Sunday
Monday	April 26	No Work Paid Anzac Day Public Holiday
*Tuesday	April 27	Paid RDO (Fixed)
*Monday	May 17	Paid RDO (flexible)
Saturday	June 12	No Work Saturday RDO
Sunday	June 13	No Work Sunday
Monday	June 14	No Work Paid Queen's Birthday Public Holiday
*Tuesday	June 15	Paid RDO (fixed)
*Monday	July 19	Paid RDO (flexible)
*Monday	August 16	Paid RDO (flexible)
*Monday	September 13	Paid RDO (flexible)
Saturday	October 2	No Work Saturday RDO
Sunday	October 3	No Work Sunday
Monday	October 4	No Work Paid Labour Day Public Holiday
*Tuesday	October 5	Paid RDO (fixed)
*Monday	November 8	Paid RDO (flexible)
Saturday	December 4	No Work Saturday RDO
Sunday	December 5	No Work Sunday
Monday	December 6	No Work Paid Union Picnic Day
*Tuesday	December 7	Paid RDO (fixed)
Friday	December 24	Paid RDO (fixed)
Saturday	December 25	No Work Paid Xmas Day
Sunday	December 26	No Work Boxing Day
Monday	December 27	No Work Paid Boxing Day Public Holiday
*Friday	December 31	Paid RDO (flexible)
* Award RDO's		

#### Leisure Days Calendar 2005

Saturday	January 1	No Work New Year's Day
Sunday	January 2	No Work Sunday
Monday	January 3	No Work Paid New Year's Day Public Holiday
Wednesday	January 26	No Work Paid Australia Day Public Holiday
Thursday	January 27	Paid RDO (fixed)
*Friday	January 28	Paid RDO (fixed)
Saturday	January 29	No Work Saturday
Sunday	January 30	No Work Sunday
*Monday	February 28	Paid RDO (flexible)
Friday	March 25	No Work Paid Good Friday Public Holiday
Saturday	March 26	No Work Saturday RDO
Sunday	March 27	No Work Sunday
Monday	March 28	No Work Paid Easter Monday Public Holiday
*Tuesday	March 29	Paid RDO (fixed)
*Friday	April 22	Paid RDO (fixed)
Saturday	April 23	No Work Saturday RDO

Sunday	April 24	No Work Sunday
Monday	April 25	No Work Paid Anzac Day Public Holiday
*Monday	May 23	Paid RDO (flexible)
Saturday	June 11	No Work Saturday RDO
Sunday	June 12	No Work Sunday
Monday	June 13	No Work Paid Queen's Birthday Public Holiday
*Tuesday	June 14	Paid RDO (fixed)
*Monday	July 11	Paid RDO (flexible)
*Monday	September 5	Paid RDO (flexible)
Saturday	October 1	No Work Saturday RDO
Sunday	October 2	No Work Sunday
Monday	October 3	No Work Paid Labour Day Public Holiday
*Tuesday	October 4	Paid RDO (fixed)
*Monday	October 24	Paid RDO (flexible)
*Monday	November 21	Paid RDO (flexible)
Saturday	December 3	No Work Saturday RDO
Sunday	December 4	No Work Sunday
Monday	December 5	No Work Paid Union Picnic Day
*Tuesday	December 6	Paid RDO (fixed)
*Friday	December 23	Paid RDO (fixed)
Saturday	December 24	No Work Saturday
Sunday	December 25	No Work Xmas Day
Monday	December 26	No Work Paid Xmas Day Public Holiday
Tuesday	December 27	No Work Paid Boxing Day Public Holiday
*Award RDO's		

## ANNEXURE E

### PROJECT TARGET COMPLETION MILESTONES

Lane Cove River bridge widening complete	July 05
Warman viaduct complete	August 05
Reserve Road bridge new ramps complete	October 05
Motorway control centre handed over	March 06
Tunnels excavation complete	April 06
Tunnels civil works complete	July 06
M & E fitout complete	October 06
Tunnel commissioning complete (Stage 1)	December 06
Stage 2 complete (6 months after Stage 1)	July 07

M. J. WALTON *J, Vice-President*

Printed by the authority of the Industrial Registrar.

(022)

**SERIAL C3082**

**BACON FACTORY EMPLOYEES (CUMBERLAND) CONSOLIDATED  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australasian Meat Industry Employees' Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4099 of 2004)

Before Mr Deputy President Sams

23 July 2004

**AWARD**

**Arrangement**

**PART A**

Clause No.	Subject Matter
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2.	Hours of Work
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## PART B

Table 1 - Wage Rates

## PART A

### 1. Definitions

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

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

### 2. Hours of Work

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

### 3. Meal Breaks

- (i) Employees shall be allowed not less than thirty minutes nor more than one hour between the hours of 11.30 a.m. and 2.00 p.m. on each working day for the purpose of taking a meal.
- (ii) Such meals for all employees may be staggered by the employer within each particular work area in order that full production may be maintained wherever possible.
- (iii) Any employee who is called upon to work for more than two hours after the employee's normal ceasing time shall be allowed not less than thirty minutes for a meal break, which shall be taken immediately after the normal ceasing time: Provided however, that the employees may, at their option, agree to work

up to two hours after their normal ceasing time without taking such a meal: Provided further than no employee shall be required to work more than four hours' overtime without a break for a meal.

- (iv) If no meal break or less than the prescribed meal break is allowed the employee shall be paid for the time so worked at the rate of double time of the appropriate rate of pay.
- (v) An employee, who has not been notified on the immediately preceding working day that the employee will be required to work overtime on any day for more than one and one-half hours, shall be provided with a meal by the employer or in lieu thereof shall be paid the sum of \$9.13 for the first meal and \$9.13 for each subsequent meal. Any employee who has provided themselves with a meal after being so notified and who is not then required to work after the normal ceasing time shall be paid the sum of \$9.13.
- (vi) Except as provided in subclause (ii) of this clause, not more than five hours shall be worked without a break for a meal.

**4. Wages**

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

- (ii) Part-time Employees:

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

- (iii) Casual Employees:

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

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

- (iv) Junior Employees -

- (a) Junior employees shall be employed in such proportion to adult employees as may be agreed upon between the employer and the union.
- (b) The minimum rates of pay to be paid to junior employees shall be the following percentages of the appropriate rate of pay prescribed for the equivalent adult classification:

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

- (v) Leading Hands - Employees employed as leading hands shall, in addition to the appropriate rate of pay prescribed by this award, be paid the following:

	Per week \$
In charge of more than two	9.72

but not more than ten employees	
In charge of more than ten employees	16.85

Provided that this subclause shall not apply to an employee classified and paid as first curer, first employee cutting up and first employee washing, smoking and drying.

### 5. Arbitrated Safety Net Adjustment

#### State Wage Case Adjustment

The rates of pay in this award include adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

### 6. Undertakings

- (i) Award Modernisation -
  - (a) The parties are committed to examining this award to ensure it reflects the need of modern business and to eliminate or amend provisions which restrict the ability of employers to adapt quickly and efficiently to changes affecting their business and the provision of service to the consumer/customer.
  - (b) The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
  - (c) The union is prepared to discuss with employers all matters raised by the union and the employers for increased flexibility. As such any discussion with the union must be premised on the understanding that:
    - (1) Changes will not be of a negative cost-cutting nature.
    - (2) The negotiations will include the union and employer associations.
    - (3) The union will not unreasonably oppose agreement.
    - (4) If agreement cannot be reached in the implementation process on a particular issue it shall be referred to the Industrial Commission of New South Wales for resolution.
  - (d) The parties agree that under this heading any award matter can be raised for discussion.
  - (e) Where any agreement is reached pursuant to this clause earlier than 6 months from the date of introduction of this clause the union will not oppose implementation of the agreement in the award prior to the expiry of the 6 months.
- (ii) Flexibility of Work -

- (a) Employees are to perform a wider range of duties including work which is incidental or peripheral to their main task or functions.
- (b) Employees shall perform such work as is reasonable and lawfully required of them by the employer including accepting instruction from authorised personnel.
- (c) Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.
- (d) Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times.

### **7. Working in Cold Temperatures**

- (i) Each employee shall be paid \$0.35 per hour or part thereof, in addition to his ordinary rate of pay, for time worked in a room wherein the temperature has been artificially reduced below 1.667 degrees Celsius: Provided that if, when commencing work in the morning, the temperature is below 1.667 degrees Celsius no such additional sum shall be payable in respect thereof unless the temperature remains at less than 1.667 degrees Celsius for at least one hour after commencing work: Provided further that time worked which, on any day, is less than thirty minutes in the aggregate shall be disregarded.
- (ii) An employee who is over-heated through working outside shall be allowed time to cool off before being required to work in a temperature artificially reduced below 1.667 degrees Celsius.
- (iii) No employee shall be required to work in any room where a leak of ammonia exists.
- (iv) For the purpose of this clause the temperature of a room shall be the temperature of the coldest part of such room.

### **8. Overtime**

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

### **9. Mixed Functions**

- (i) An employee who is required to perform on any day work for which a higher rate of wage than that of the employee's ordinary classification is prescribed shall be paid as follows:
  - (a) If the employee is required to perform such work for four hours or more the employee shall be paid for the day the higher (or highest, as the case may be) rate of wage prescribed for the work performed.
  - (b) If the employee is required to perform such work for two hours or more, but for less than four hours the employee shall be paid for one-half day the higher (or highest, as the case may be) rate of wage prescribed for the work performed.
  - (c) If the employee is required to perform such work for less than two hours the employee shall be paid the higher (or highest, as the case may be) rate of wage prescribed for the time actually occupied on such work. Provided that no additional payment under this subclause need be made

to an employee who is required to perform, on any day, such higher paid work for not more than thirty minutes because of the failure of another employee to present themselves for work at their ordinary starting time.

- (ii) An employee, who is required to perform, on any day, work for which a lower rate of wage than that of the employee's ordinary classification is prescribed, shall suffer no reduction in pay in consequence thereof.

#### **10. Sundays and Holidays**

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

#### **11. Annual Leave**

See *Annual Holidays Act 1944*.

#### **12. Annual Holidays Loading**

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes their annual holiday, or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vii) of this clause.)
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which an employee becomes or has become entitled since 31 December 1973, and which commences on or after 1 January 1974, or where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- (v) The loading is an amount payable for the period or the separate period as the case may be stated in subclause (iv) of this clause at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday.

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

### 13. Long Service Leave

See *Long Service Leave Act 1955*.

### 14. Sick Leave

An employee who, after not less than three months' continuous service in their current employment with the employer, is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity received in the said employment not due to their own serious and wilful misconduct, shall be entitled to be paid for such non attendance the amount of the employee's ordinary time rate of pay, subject to the following:

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

- (iv) In any period of employment, the employee's entitlement to sick pay shall be in accordance with the following schedule:
- 1st year of service - 5 days.
- 2nd year of service and thereafter - 10 days' duration.
- (v) Sick leave shall accumulate from year to year for 3 years, that is, sick leave not taken in each year of service shall be available to the employee for a period of 3 years from the end of each such year.
- (vi) For the purpose of this clause continuous service shall be deemed not to have been broken by:
- (a) Any absence from work on leave granted by the employer.
- (b) Any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee) provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (viii) Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying thereunder.
- (ix) Service before the date of this award shall be counted for the purpose of assessing the annual sick leave entitlement. Accumulation at the credit of the employees at the commencement of this award will not be increased or reduced by this clause.

### **15. Personal/Carer's Leave**

- (1) Use of Sick Leave
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 14, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
      - 1. "relative" means a person related by blood, marriage or affinity;
      - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - 3. "household" means a family group living in the same domestic dwelling.
  - (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) 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.

#### **16. Bereavement Leave**

- (i) An employee, other than a casual employee, shall be entitled to up to 16 working hours bereavement leave, without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 15, State Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4) and (5) of the said clause 15. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

#### **17. Terms of Employment**

- (i) Types of engagement: An employee may be engaged -
  - (a) as a weekly employee; or
  - (b) as a part-time worker; or
  - (c) as a casual employee.
- (ii)
  - (a) "Part-time employee" means an employee who is a weekly employee engaged for a minimum of 18 hours per week on not less than 3 days per week. The hourly rate shall be the weekly rate divided by 40.
  - (b) The rostered times of work cannot be altered by the employer unless 48 hours notice is given, or unless there is mutual consent by the employer and the employee(s) to such lesser period applying.
  - (c) Notwithstanding anything else contained in this award, the provisions of this award with respect to annual leave, sick leave, jury service, bereavement leave, and holidays shall apply to part-time employees on a proportionate basis.
- (iii) The employment of weekly employees and part-time employees may be terminated by either the employer or the employee by a week's notice on either side or upon payment or forfeiture, as the case may be, of a week's wages.
- (iv) This clause shall not affect the right of an employer to -
  - (a) deduct payment for any day or portion thereof during which an employee is stood down by the employer as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee;

- (b) dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty, or misconduct and in such case wages shall be payable up to the time of dismissal only.

### **18. Payment of Wages**

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

### **19. Rest Pauses**

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

### **20. Supply of Special Clothing, Knives and Accessories**

- (i) Every employer shall each year supply free of cost two sets of overalls or wrapovers and two head caps to each employee. Provided that if an employee can show to the employer's satisfaction that the clothing is subject to excessive wear and tear because of the duties entailed in the employee's position the employer shall supply to the employee such additional clothing as is reasonably necessary: Provided that substitute clothing not less favourable may, by agreement between the employer and the union, be provided in lieu of the overalls.
- (ii) An employer shall provide, free of cost, for the use of every employee, whose work so requires, gloves, waterproof aprons, gum boots and any necessary special clothing.
- (iii) Any employer required to supply gum boots and who is prepared to supply, free of cost to the employee, leather boots, because of wetness associated with the employee's work, shall not be required to supply gum boots.
- (iv)
  - (a) Subject to paragraph (b) of this subclause, an employer shall provide, free of cost, knives, steels, pouches and all accessories for the use of employees.
  - (b) Where an employer does not provide tools of trade to employees whose work necessarily requires the use of knives, oil-stones, steels and pouches, boners shall be paid an allowance of \$5.00 per week or \$1.00 per day, and other employees \$3.00 per week or \$0.60 per day, whichever is the lesser amount in each case.
- (v) Each employee required to work in a room wherein the temperature has been artificially reduced below 1.667 degrees Celsius shall be supplied, free of cost, with suitable warm clothing for use in such work.

"Suitable warm clothing" means clothing suitable for the purpose of keeping an employee's whole person warm.

- (vi) Any employee applying for new gloves, aprons, boots or outer garments or knives, steels, pouches or accessories, and who fails to return the corresponding articles last issued to the employee, shall not be entitled to same without payment therefore at a reasonable price.
- (vii) Upon the termination of employment any employee who fails to return the articles issued to the employee shall have deducted from any moneys due to the employee the value of the articles with which the employee was issued and which he failed to return.

## **21. Redundancy**

- (i) Application -
  - (a) This clause shall apply to all employees covered by this award (excepting those set out below).
  - (b) It shall apply to employers (where there are more than 15 employees) immediately prior to the termination of the employment of employees.
  - (c) It shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
  - (d) It shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change -
  - (a) Employer's duty to notify -
    - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
    - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.  
  
Provided that where this award makes provision for alteration of any matters referred to in this award, an alteration shall be deemed not to have significant effect.
  - (b) Employer's duty to discuss change -
    - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
    - (2) The discussions shall commence as early as possible after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.

- (3) For the purpose of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy -

(a) Discussions before terminations -

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

(iv) Termination of Employment -

- (a) Notice for changes in production, program, organisation or structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause:

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

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

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

- (b) Notice for technological change - This paragraph sets out the notice provisions to be applied to termination by the employer for reasons arising from technology in accordance with subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause:
- (1) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
  - (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment shall be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (3) The period of notice required by this paragraph to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time off during the notice period -
- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
  - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this subclause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- (h) Transfer to lower-paid duties - Where an employee is transferred to lower-paid duties for reasons set out in subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.
- (v) Severance Pay -
- (a) Where an employee is to be terminated pursuant to subclause (iv) Termination of Employment, of this clause, subject to further order of the Industrial Relations Commission of New South

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

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

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

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

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

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

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

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

## 22. Anti-Discrimination

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

with the fulfilment of these obligations for the parties to make application to vary any provision of this award, which, by its terms or operation, has a direct or indirect discriminatory effect.

- (iii) Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specially exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES:

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

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

### 23. Enterprise Arrangements

- (a) The Commission may approve of enterprise arrangements reached in accordance with the clause and the provisions of the *Industrial Relations Act 1996*.
- (b) Industrial Unions of employees and industrial unions of employers, or industrial unions of employees and employers, or employees and employers may negotiate enterprise arrangements which, subject to the following provisions, shall prevail over the provision of any award or order of the Commission that deals with the same matters in so far as they purport to apply to parties bound by the arrangements, provided that where the arrangement is between employees and an employer a majority of employees affected by the arrangement genuinely agree.
- (c) An enterprise arrangement shall be an agreed arrangement for an enterprise, or discrete section of an enterprise, being a business, undertaking or project, involving parties set out in sub-clause (b).
- (d) Enterprise arrangements shall be for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than where contained in the arrangement itself. Subject to the terms of the arrangement, however, such arrangement shall continue in force until varied or rescinded in accordance with the *Industrial Relations Act 1996*.
- (e) For the purposes of seeking the approval of the Commission, and in accordance with the provisions of the *Industrial Relations Act 1996*, a party shall file with the Industrial Registrar an application to the Commission to either:
  - (i) vary an award in accordance with the Act; or
  - (ii) make a new award in accordance with the Act.

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

#### **24. Grievance Procedure**

All grievances, claims or disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or question, dispute or difficulty, which arises, will, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- (ii) If the matter is not resolved at those levels, it will be further discussed between the affected employee(s) and the employer. Both the employer's industrial representative and the employee's Union representative may be notified.



- (iii) If no agreement is reached within a reasonable time period and the Union is involved in the dispute, the Union Secretary or the employee's representative will discuss the matter with the employer and/or the employer's nominated industrial relations representative.
- (iv) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing the proposed remedy.
- (v) Reasonable time limits must be allowed for discussion at each level of authority.
- (vi) Whilst the foregoing procedure is being followed normal work must continue.
- (vii) Should the matter still not be resolved within a reasonable time period it may be referred by either party to the Industrial Relations Commission of New South Wales for settlement.

### **25. Area, Incidence and Duration**

This award rescinds and replaces the Bacon Factory Employees (Cumberland) Consolidated Award published 1 March 2002 (331 IG 1043) and all variations thereof. This award shall come into effect on and from 23 July 2004 and shall remain force for a period of twelve months.

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

## **PART B**

**Table 1 - Wage Rates**

		Rate per week \$
1	First curer	493.10
2	Second curer	484.10
3	Backer down or chopper down	484.10
4	Boner and trimmer(including tunnel boning)	484.10
5	Pickle pumper (arterial or stab)	478.10
6	First man - cutting up	478.10
7	Packer - ham canning	467.40
8	First man - washing, smoking and drying	482.00
9	Bacon boner	479.90
10	Cutter up	475.40
11	Tally and despatch hand	472.60
12	Cooker and lardman	472.40
13	Closing machine operator	469.50
14	Solderer	469.50
15	Bacon curer's labourer - doing salting	467.40
16	Smokehouse labourer	467.40
17	Labourer	467.40

### **Bacon Factory Employees (Cumberland) Industrial Committee**

#### **Industries and Callings**

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

Excepting -

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

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

P. J. SAMS *D.P.*

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Printed by the authority of the Industrial Registrar.

(833)

**SERIAL C3182**

**LHMU & TASMAN INSULATION AUSTRALIA PTY LTD  
ENTERPRISE AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor Hospitality and Miscellaneous Workers Union, NSW Branch, an industrial organisation of employees.

(No. IRC 4226 of 2004)

Before Commissioner Tabbaa

29 July 2004

**AWARD**

**PART A**

**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Hours
3.	Allowances
4.	Meal Breaks
5.	Wages
6.	Training
7.	Multi-Skilling
8.	Consultative Committee
9.	Overtime
10.	Saturday, Sunday and Holiday Work

11. Holidays
12. Meal Allowances
13. Mixed Functions
14. Contract of Employment
15. Annual Leave
16. Long Service Leave
17. Sick Leave
18. Personal/Carers Leave
19. Payment of Wages
20. General Conditions
21. Dispute Settlement Procedure
22. Compassionate Leave
23. Attendance at Repatriation Centres
24. Trade Union Training
25. Productivity Improvements
26. Redundancy
27. No Extra Wage Claims
28. Superannuation
29. Anti-Discrimination
30. Area, Incidence and Duration

## PART B

### MONETARY RATES

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

## 2. Hours

### 2.1 Day Workers:

The ordinary hours of work shall be a average of thirty eight per week to be worked in five days of eight hours each, Monday to Friday, inclusive, between 6.00am and 6.00pm, other than at the St Mary's and Rooty Hill warehouses where the dayshift spread of hours shall be between 5am and 3.30pm, inclusive.

### 2.2 Shift Workers: For the purposes of this clause:

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

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

2.2.3 Night Shift means any shift finishing after midnight and not later than 8.00am.

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

### 2.3 The ordinary hours of such shift workers shall not exceed:

8 in any one day; or

an average of 38 in one week; or

an average of 76 in 14 consecutive days; or

an average of 152 in 28 consecutive days.

- 2.4 The ordinary hours of work for day workers and shift workers shall be worked so as to give each employee a paid rostered day off (RDO) duty as though worked in the fourth week of the roster cycle. The parties to this award accept the need for total flexibility in the taking of RDO's and agree to their accumulation and/or substitution for another day/s on an individual employee basis by mutual agreement to facilitate maximum plant efficiency.
- 2.5 Subject to the following conditions such shift workers shall work at such times as the employer may require -
- 2.5.1 A shift shall consist of not more than eight hours, inclusive of crib time;
- 2.5.2 except at the regular changeover of shifts an employee shall not be required to work more than one shift in each twenty-four hours.
- 2.6 The time of commencing and finishing shifts once having been determined by the employer to suit the circumstances of the establishment may only be varied by seven days' notice of alteration given by the employer to the employee.
- 2.7 Forty-eight hours notice shall be given to an employee when required to change his/her place on a shift roster or to change from day work to shift work, provided that by agreement with the employee twelve hours notice may be given in lieu of forty-eight hours, and in the absence of such notice (or agreement) overtime rates shall be paid for the unexpired portion of such forty-eight hours; Provided, however, that in cases of emergency over which the company has no control, the hours of shifts and hours of work for any employee may be altered without notice.
- 2.8 Any employee on continuous shift work is required to remain at his/her post at the end of the shift for a period of up to one hour till relieved. All time so spent after the normal finishing time shall be paid as overtime.
- 2.9 Notwithstanding anything contained elsewhere in this award where, by reason of the legislation of the State, summer time is prescribed as being in advance of the standard time of the State, the length of any shift:

commencing before the time prescribed by the legislation for the commencement of a summer time; and

commencing on or before the time prescribed by such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation. In this subclause, the expressions "standard time" and "summer time" shall bear the same meanings as are prescribed by the relevant State legislation.

### 3. Allowances

- 3.1 Shift Workers whilst on afternoon shifts shall be paid 15 per cent more than the ordinary day shift rates, and 17½ per cent more than the ordinary day shift rates for night shifts.
- 3.2 Any employee who during a period of engagement of shift, works night shift only; or remains on night shift for a longer period than four consecutive weeks; or works on a night shift which does not rotate or

alternate with another shift or with day work so as to give him/her at least one-third of his/her working time off night shift in each cycle, shall during engagement, period or cycle, be paid at the rate of 30 per cent extra for all time worked during ordinary working hours on such night shifts.

- 3.3 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. Provided that all ordinary time worked on a rostered shift, the greater part of which falls on a Saturday, shall be paid at time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift provisions prescribed in subclauses 3.1 and 3.2 of this clause.

#### **4. Meal Breaks**

- 4.1 Day workers shall be allowed a break of half an hour for a meal on each day of the week, Monday to Friday, inclusive. The period during which such meals shall be taken, when once fixed, shall not be altered without seven days' notice being given by the employer to his/her employees, except by mutual agreement between the employer and the union delegate.
- 4.2 Any employee called upon to work during the ordinary meal break shall be paid overtime rates for all such time worked; provided that in case of an emergency, where it is necessary to work up to fifteen minutes after the usual ceasing time for lunch, this provision shall not apply.
- 4.3 In the event of any employee being allowed a period less than thirty minutes for the purpose of having a meal, no deduction shall be made for time so spent by the employee in having a meal.
- 4.4 Shift workers shall be allowed twenty minutes each shift for crib, which shall be counted as time worked. Such crib break shall be taken not later than six hours from the commencement of each shift.
- 4.5 An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that an employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.
- 4.6 Employees shall be supplied with facilities for boiling water or with boiling water.
- 4.7 Employees shall be entitled to a period of ten minutes in the morning, or once each shift, as a tea break, provided that there is no interruption to the work process.
- 4.8 An employee required to work overtime for two hours or more after the usual ceasing time shall be allowed twenty minutes crib break to be paid at overtime rates prior to commencing such overtime.

#### **5. Wages**

- 5.1 The weekly rate of pay for adult employees shall be the rate for the classifications as set out in Table 1 - Classifications and Wages, of Part B - Monetary Rates.
- 5.2 Classification Structure:
- The classifications are as per the Classification Structure set out in Table 1 - Classifications and Wages, of Part B, Monetary Rates.
- 5.2.1 The classification of employees will be based on the skills required for the position they are appointed to.
- 5.3 Probationary Period:
- When an employee is transferred to a higher skills level that transfer shall be subject to a probationary period of one month's satisfactory performance of skills at that level.

- 5.3.1 New employees will be hired on a basis of a one month probationary period of satisfactory performance of skills at which they were employed.
- 5.3.2 All employees will assist other employees in gaining new skills and carry out training of such employees as required.
- 5.3.3 It is not compulsory that existing employees increase their individual skill levels.
- 5.3.4 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.
- 5.3.5 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.
- 5.4 Casual Employment:
- A casual employee is one engaged and paid such. A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly wage prescribed by this award for the work performed, plus 20 per cent.
- 5.5 Tenure Allowance:
- 5.5.1 In addition to the rates prescribed in Clause 5.1 there will be an increment as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, operative after three weeks employment with a further amount as set out in Item 2 of the said Table 2, payable after six months employment and a further amount as set out in Item 3 of the said Table 2, payable after twelve months employment.
- 5.5.2 In addition to the rates prescribed in subclause 5.4.1 of this clause there will be an increment of an amount as set out in Item 4 of the said Table 2, operative after two years employment with a further amount as set out in Item 5 of the said Table 2, operative after three years employment.
- 5.5.3 Permanent Maintenance employees are entitled to tenure allowance as prescribed in this clause.
- 5.6 Forklift Allowance
- 5.6.1 Employees qualified as fork lift drivers will be paid an amount as set out in Item 6 of the said Table 2, in addition to the aforementioned rates; Provided that only four employees per shift shall be paid this allowance.
- 5.7 Operative Dates: The operative dates of the wage and allowances rates are contained in Part B of this award and apply in 3 intervals of 12 months each, commencing from 22 June 2004.

## 6. Training

- 6.1 All employees covered by this award maybe required to undertake training, as nominated by the company, appropriate to their skill levels or in order to be transferred to a higher skill level.
- 6.2 Where possible such training shall be carried out on a day shift during an employee's ordinary working hours.
- 6.3 Employee's may be transferred from afternoon shift to day shift to undertake specified training, such transfer to be without loss of pay.
- 6.4 An employee may be required to undertake training for up to two hours prior to the commencement of a shift or up to two hours after the completion of a shift; such time to be treated as time worked and paid

at ordinary time rates of pay and the provisions of Clauses 9 - Overtime and Clause 12 - Meal Allowances, shall not apply to such time worked.

- 6.5 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 the training is undertaken then the said employee shall resume normal duties until the completion of such shift.
- 6.6 Relief arrangements for training purposes shall be organised at the discretion of the company.
- 6.7 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.
- 6.8 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 course where it is held during an employees rostered shift. Such time is to count as time worked.
- 6.9 Rostered Days Off may be re-scheduled to fit in with training schedules by mutual agreement between the company and the employee.

## **7. Multi-Skilling**

- 7.1 Where an employee is required to carry out adjustments and basis maintenance work to production machinery (either in conjunction with maintenance personnel or independently as agreed), such work will only be required to the level of the employees skill, competency and training and as long as it does not affect the health and safety of the employees or breach statutory requirements.

## **8. Consultative Committee**

- 8.1 A Consultative Committee will be established and will comprise of:
- The workshop Supervisor and;
- The workshop Job Delegate (or his/her nominee);
- Other persons as agreed to by both parties
- Management Representative/s as delegated.
- 8.2 The Consultative Committee shall have the following:
- 8.2.1 Assess each position to identify the skills required to efficiently perform the tasks involved. The document created to reflect this information will be referred to as the Classification Skills Register.
- 8.3 Each employee will be assessed to identify the level of skill that he/she has in each of the individual skills that are listed within his/her classification. The document created to reflect this information will be referred to as the Skills Matrix.
- 8.4 The assessment ratings to be used will be 1, 2 and 3. A rating of 1 identifies the employee as being unskilled in the activity and requiring full training. A rating of 2 identifies the employee as having the basic skills to perform the task/s. A rating of 3 identifies the employee as being comprehensively skilled in all aspects of the specific activity.

- 8.5 The Consultative Committee will review the Training Program which will be introduced to enable the implementation of the skills structure contained in Clause 6 - Training and 7 - Multi-Skilling.
- 8.6 All minutes of the Consultative Committee will be posted on the factory notice board.
- 8.7 Decisions of the Consultative 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.
- 8.8 The company supports regular meetings of the Consultative Committee being held bi-monthly or on an as required basis. Those meetings would address various issues as described in this award but would not be limited to only those issues providing that the standard processes have been addressed in the first instance.

### **9. Overtime**

- 9.1 Day Workers: All time worked before the usual starting time or after the usual finishing time, or in excess of the hours prescribed in Clause 2 - Hours, shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Each day shall stand alone and all overtime shall be paid for not later than the following pay day.
- 9.2 An employee recalled to work after having left the premises shall be paid a minimum of four hours at the appropriate rate.
- 9.3 Shift Workers: Shift workers for all time worked in excess of or outside the ordinary working hours prescribed in this award or on a shift other than a rostered shift shall -
- 9.3.1 for employees employed on continuous work be paid at the rate of double time; or
- 9.3.2 if employed on other shift work be paid at the rate of time and a half for the first two hours and double time thereafter.
- 9.3.3 except in each case when the time worked -
- 9.3.4 by arrangement between the employees themselves;
- 9.3.5 for the purpose of affecting customary rotating of shifts.

### **10. Saturday, Sunday & Holiday Work**

- 10.1 All time worked by employees (other than seven-day shift workers) on Sundays shall be paid for at the rate of double time and for holidays at the rate of double time and a half; Provided that time worked by a shift worker between the usual starting time of the shift and midnight on any Sunday or holiday shall be deemed to be time worked on a Sunday or holiday; Provided further, that where the major portion of a shift is worked on a Sunday or holiday the whole of that shift shall be regarded as the Sunday or holiday, as the case may be, and paid for as such.
- 10.2 There shall be a minimum payment of 4 hours at the appropriate rate for time worked on a Saturday, Sunday or holiday, provided that such payment shall not apply to work which continuous with work done on the previous or following day; Provided further that such payment shall not apply to ordinary time worked by a seven-day shift worker.
- 10.3 All ordinary time worked by seven-day shift workers on a Saturday shall be paid for at the rate of time and one half.
- 10.4 All ordinary time worked by seven-day shift workers on a Sunday shall be paid for at the rate of double time.



### **11. Holidays**

- 11.1 The following days or the days upon which they are observed shall be holidays; New Year' Day, Australia Day, Good Friday, Easter Monday, Easter Saturday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day, together with all other proclaimed or gazetted public holidays in the district in which they apply and the annual picnic day of the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, which shall for the purposes of this award, be deemed to be the 24th of December each year for the previous work day or shift.
- 11.2 Were a holiday occurs on the rostered day off of a seven-day shift worker, and:
- 11.2.1 he/she is not required to work on that day the employer shall pay such employee eight hours' ordinary pay in respect of such pay;
- 11.2.2 he/she is required to work on that day the employer shall pay such employee at the rate of double time and one half for all hours worked with a minimum payment of four hours.
- 11.3 The employer may, in lieu of the payment of eight hour's ordinary pay prescribed in subclause 11.1, of this clause, add a day to the annual leave period.

### **12. Meal Allowances**

- 12.1 An employee required to work overtime for two hours or more before or after the usual ceasing time shall be paid an amount as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for a meal. Any employee required to work a further four hours overtime shall be paid a further sum set out in Item 8 of the said Table 2. If an employee has provided a meal and is not required to work overtime he/she shall be paid an amount set out in Item 9 of the said Table 2, for the second meal provided and the amount as set out in Item 10 of the said Table 2, for the second meal provided.
- 12.2 Provided further that where an employee has been notified on the previous day or shift that he/she will be required to work overtime, there will be no entitlement to the payment of a meal allowance.

### **13. Mixed Functions**

- 13.1 An employee engaged for more than two hours on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day or shift. An employee who is required temporarily to perform work for which lower rate is paid shall not suffer any reduction in his/her wages whilst so employed; Provided that any work of less than one week's duration shall be deemed to be temporary.

### **14. Contract of Employment**

- 14.1 After the first three weeks of continuous service, employment shall be by the week and maybe terminated by a week's notice on either side or by payment or forfeiture, as the case may be, of one week's wages in lieu of such notice. Provided that the employer may dismiss any employee at any time for misconduct or wilful disobedience and shall be liable then for the payment of ordinary rates up to the time of dismissal only.
- 14.2 Employment for the first three weeks of continuous service shall be from day to day at a proportion of the weekly rate fixed. Provided that if any employee is dismissed by the employer during this period, he/she shall be paid at the casual rate.
- 14.3 Abandonment of Employment:

- 14.3.1 The absence of an employee from work for a continuous period exceeding three working days without consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned his employment.
- 14.3.2 Provided that if, within a period of fourteen days from his/her last attendance at work or the date of his/her last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of his/her employer that he/she was absent for reasonable cause, he/she shall be deemed to have abandoned his/her employment.
- 14.3.3 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the latter.
- 14.3.4 Nothing in this clause shall affect the right of the employer to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppages of work by any cause for which the employer cannot reasonably be held responsible.
- 14.4 Upon request by any 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.
- 14.5 Notwithstanding the provisions of subclauses 14.1 and 14.2, of this clause, where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which he/she is engaged, the employer terminates the employment of an employee who has been employed by him/her for the preceding twelve months, he/she shall give the employee three months' notice of the termination of his/her employment: Provided that, if he/she fails to give such notice in full:
- 14.5.1 he/she shall pay the employee at the rate specified for the employee's ordinary classification as set out in Table 1 - Classifications and Wages, of Part B, Monetary Rates, for a period equal to the difference between three months and the period of the notice given, and
- 14.5.2 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 summarily to dismiss an employee for the reasons specified in subclause 14.1 of this clause shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of his/her employment.

Where an employer gives to an employee notice of the termination of his/her employment on account of the introduction or proposed introduction of mechanisation or technological changes, within fourteen days thereafter he shall give notification in writing to the Industrial Registrar, the Director of Vocational Guidance, the Director of Technical and Further Education and the Secretary of the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, 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.

## 15. Annual Leave

- 15.1 See *Annual Holidays Act 1944*.

- 15.2 In addition to the annual leave hereinbefore prescribed, seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days' leave including non-working days.
- 15.3 Where an employee with twelve months' continuous service is engaged for part of the twelve-month period as a seven-day shift worker he/she shall be entitled to have the period of twenty-eight consecutive days' annual leave increased by three and one-third hours for each completed month he/she is continuously engaged as aforesaid.
- 15.4 Where the employment of a seven-day shift worker is terminated and he/she thereby becomes entitled, under Section 4 of the said Act, to payment in lieu of an annual holiday with respect to a period of employment, he/she also shall be entitled to an additional payment of three and one-third hours at such ordinary rate of pay for each completed month of service as a seven-day shift worker.
- 15.5 Payment for annual leave taken by employees other than seven-day shift workers pursuant to the provisions of subclause 14.1 of this clause, shall be at the ordinary weekly rate plus 17.5 per cent. Payment for annual leave taken by a seven-day shift worker pursuant to the provisions of subclauses 14.2 and 14.3 of this clause, shall be at the average rate of pay as if working, including shift allowances and weekend penalty rates, but not including overtime or a loading of 17.5 per cent, whichever is the greater.

## 16. Long Service Leave

See *Long Service Leave Act 1955*.

## 17. Sick Leave

- 17.1 The employee shall, where practicable prior to the commencement of the shift, or in any case within 24 hours of the commencement of such absence inform the company of the employees inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- 17.2 Any employee with not less than three months' service who does not attend for duty by reasons of personal ill-health shall be allowed ordinary rates for the actual time of such non-attendance: Provided that in respect of absences in excess of the first two single day absences in each service year he/she produces or forwards within twenty-four hours of the commencement of such absence evidence satisfactory to the management (which may include a Statutory Declaration) that his/her non-attendance was due to personal ill-health.
- 17.3 An employee shall not be entitled to any allowance on this ground for more than -
- 17.3.1 5 days in the first years service;
- 17.3.2 10 days in the second and subsequent service years
- Sick leave allowable under this clause may accumulate subject to continuous employment from year to year and be claimed upon by the employee as the occasion warrants.
- 17.4 No payment shall be made to employees on discharge or resignation in respect of accumulated sick leave.
- 17.5 Personal ill health does not include ill health the result of misconduct.

## 18. Personal/Carers Leave

- 18.1 Use of sick leave:

- 18.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 18.1.3.2, 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 in clause 17 - Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 18.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 18.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 18.1.3.1 the employee being responsible for the care of the person concerned; and
- 18.1.3.2 the person concerned being:
- a spouse of the employee; or
- a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- a child or an adult child (including an adopted child, a 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
- a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
- relative means a person related by blood, marriage or affinity;
- affinity means a relationship that one spouse because of marriage has no blood relatives of the other; and
- household means a family group living in the same domestic dwelling.
- 18.1.3.3 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 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.

## 18.2 Unpaid Leave for Family Purpose:

- 18.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 18.1.3.2 who is ill.

**18.3 Annual Leave:**

- 18.3.1 An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods of part thereof, in any calendar year at a time or times agreed by the parties.
- 18.3.2 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.
- 18.3.3 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.

**18.4 Time off in Lieu of Payment for Overtime:**

- 18.4.1 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.
- 18.4.2 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.
- 18.4.3 If, having elected to take time as leave in accordance with paragraph 17.1.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 18.4.4 Where no election is made in accordance with the said paragraph 18.4.1 the employee shall be paid overtime rates in accordance with the award.

**18.5 Make-up time:**

- 18.5.1 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.
- 18.5.2 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.

**18.6 Rostered Days off:**

- 18.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 18.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 18.6.3 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.
- 18.6.4 This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

**19. Payment of Wages**

- 19.1 All wages and overtime shall be processed not later than Thursday in each week.
- 19.2 Where the employment is terminated before the regular pay time the employee shall be paid all monies due as soon as reasonably possible thereafter.

## 20. General Conditions

- 20.1 Suitable lavatory accommodation, dressing rooms and lockers shall be provided by the employer for all employees.
- 20.2 A lunch room shall be supplied by the employer, separate from any dressing rooms, for the accommodation of the employees.
- 20.3 Hot and cold showers shall be provided by the employer
- 20.4 All employees shall be issued with three pairs of work trousers and three shirts per year, the first clothing allowance to be issued after two weeks' service. In addition to the above all employees shall be entitled to one pair of boots per year and one sloppy joe or one jacket alternating each year.
- 20.4.1 The laundering of the work clothing will be the responsibility of the employee;
- 20.4.2 work clothing will remain the property of the Company;
- 20.4.3 a laundry allowance as set out in Item 11 of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, shall be paid to employees required to launder their work clothing in accordance with this subclause.
- 20.5 Day workers shall be allowed ten minutes before ceasing time for the purpose of washing.
- 20.6 Where necessary for the performance of their duties, employees shall be provided with and shall wear suitable protective clothing, footwear or equipment as the company considers is necessary for the job. Any such clothing, footwear or equipment so issued, shall remain the property of the company.
- 20.7 Where any articles issued under the provisions of this clause are not returned to the company upon termination of the employment of any employee, the company may deduct the cost of replacing those articles from any monies owing to the employee.
- 20.8 As part of the Company's Warehouse Extension Proposal, the company shall provide a covered and sealed car park for employees. This is planned to commence in the year 2001, with completion in 2002, subject to development approval.
- 20.9 An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. Johns Ambulance or similar body shall be paid a hourly allowance as set out in Item 12 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates for each hour worked, whether ordinary time or overtime, if appointed by their employer to perform first aid duty
- 20.10 An employee who has been trained as a Fire Warden and has the appropriate fire fighting skills and knowledge shall be paid a hourly allowance as set out in Item 13 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates for each hour worked, whether ordinary time or overtime, if appointed by their employer to perform Fire Warden duty.
- 20.11 The employer shall make available to all employees the option of taking advantage of an income protection policy as agreed to between the parties and which shall include coverage for pre-existing conditions. The employer shall contribute an amount equal to 0.5% of gross earnings (calculated for Superannuation purposes) and the balance shall be funded from the employee's superannuation fund

management fees and have no effect on the gross or net income of any employee who elects to take up the option.

- 20.12 Truck Loading - a permanent employee will be assigned to the Glasswool production line to co-ordinate the disposition of production output from the line into awaiting trucks or warehouse bays. The appointee will participate in all glasswool production line rotational activities.

## **21. Dispute Settlement Procedure**

- 21.1 Where a conflict or a dispute arises, the parties to this Award agree to adopt the following procedure:
- 21.1.1 As soon as practicable after the issue or claim has arisen, it shall be considered jointly by the appropriate supervisor, the employee or employees concerned and the union delegate who shall attempt to settle the dispute.
  - 21.1.2 If the dispute is not resolved, the issue or claim shall be considered jointly by the appropriate senior management representative in conjunction with the union delegate who shall attempt to settle the dispute.
  - 21.1.3 If the dispute is not resolved the issue or claim shall be considered jointly by the employer and an official of the union who shall attempt to settle the dispute.
  - 21.1.4 If the dispute is not resolved, the dispute may then be notified to the Industrial Relations Commission of New South Wales.
  - 21.1.5 Without prejudicing either party as to final settlement, normal work should continue throughout the above procedures, save and except for issues of genuine safety.
  - 21.1.6 The above procedures are established and agreed to between the parties in order to minimise the effects of industrial disputes and are entered into a measure and commitment to this effect without limiting the rights of either party.

## **22. Compassionate Leave**

- 22.1 An employee shall, on the death of a person prescribed in subclause 18.1.3.2, be entitled to leave including the day of the funeral of such relation. Such leave for a period not exceeding two days in respect of any such death shall be without loss of any ordinary pay which the employee would have received if he/she had not been on such leave.
- 22.2 The right to such paid leave shall be dependent on compliance with the following conditions:
- 22.2.1 Satisfactory evidence of such death shall be furnished by the employee to his/her employer; and
  - 22.2.2 the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this award or otherwise.
- 22.3 Bereavement Leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Clause 18.1.3.2 Personal/ Carer's Leave, provided that the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 22.4 Provided further, an employee on weekly hiring shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's husband, wife, child, father or mother and where such employee travels outside Australia to attend the funeral.

- 22.5 In the case of a memorial service being held within Australia, two days' leave shall be granted. Where a memorial service is held on the anniversary of the death of a defined relative, one days' leave shall be granted.

### **23. Attendance at Repatriation Centres**

- 23.1 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 -
- 23.1.1 such lost time does not exceed eight hours on each occasion;
- 23.1.2 payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of such visit;
- 23.1.3 the employee produces satisfactory evidence to the employer that he/she is so required to and subsequently does attend a repatriation centre.

### **24. Trade Union Training**

- 24.1 The delegate shall be entitled to a maximum of three days' leave per year, paid for by the Company, for the purpose of attending courses operated by the Trade Union Training Authority.

### **25. Productivity Improvements**

- 25.1 Productivity improvements from the last award will continue until they are implemented consistent with the commitment given by the parties.
- 25.2 During the life of this award the parties are committed to the development and investigation of:
- 25.2.1 introduction of new and existing equipment

### **26. Redundancy**

- 26.1 Application and Definition:
- 26.1.1 The provisions of this clause shall apply to employees of Tasman Insulation Australia Pty Limited covered by this award.
- 26.1.1.1 a general downturn in activities brought about by a decline in market demand or unavailability of resources or materials;
- 26.1.1.2 restructuring of Tasman Insulation Australia Pty Limited operations, reorganisation of work systems or staffing levels; and
- 26.1.1.3 mechanisation or technological change.
- 26.1.2 Redundancy occurs where Tasman Insulation Australia Pty Limited has made a definite decision that it no longer wishes the job that the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 26.1.3 Retrenchment shall mean the termination of employment as the result of redundancy and where alternative employment is not available or retraining appropriate.
- 26.1.4 The parties agree that termination benefits in excess of the relevant award provision will only be payable in circumstances of retrenchment and be subject to the following conditions. Provided further that no retrenchment shall apply where alternative comparable employment is offered by the Company in accordance with subclause 26.5 of this clause or where an employee is terminated for reasons other than those specified in subclauses 26.1.1.1, 26.1.1.2 and 26.1.1.3 of this clause.



## 26.2 Consultation and Selection Process:

In determining the employees to be retrenched, Tasman Insulation Australia Pty Limited will consult with the appropriate union and the Joint Consultative Committee (JCC). Decisions will, wherever possible, be made by consensus; however, where consensus cannot be reached, managerial responsibility and prerogative will prevail. The selection criteria will be primarily based on the following:

Length of service (i.e., the shortest-term employee shall be considered).

Skill and versatility.

Voluntary retrenchments (will depend on Tasman Insulation Australia Pty Limited skill needs).

Affirmative action criteria.

Ability to transfer to other locations.

All parties will adhere to the requirements of the (relevant) State workers' compensation Act in relation to employees suffering work-related incapacities and disabilities.

Unless agreement is reached between Tasman Insulation Australia Pty Limited and the unions, casuals will not be retained when permanent employees are to be retrenched.

## 26.3 Period of Notice:

26.3.1 Tasman Insulation Australia Pty Limited will consult employees and the appropriate union at the earliest opportunity should the circumstances provided for in subclause 26.1 of this clause arise. Tasman Insulation Australia Pty Limited will endeavour to give no less than one month's notice of pending redundancy.

26.3.2 Tasman Insulation Australia Pty Limited will provide an itemised statement of all retrenchment payments, if any, due to an employee who is under notice of redundancy. The Employee will receive this within seven days of receiving notice.

26.3.3 Tasman Insulation Australia Pty Limited will give a minimum of four weeks formal notice or pay in lieu of notice to affected employees. The period of notice will be increased by one week if the affected employee is over 45 years of age and has completed at least two years' continuous service with Tasman Insulation Australia Pty.

26.3.4 Tasman Insulation Australia Pty Limited should not, within a period of 12 weeks prior to any retrenchments, knowingly transfer an employee into a position which is to become redundant.

## 26.4 Employees Under Notice:

An employee who has been given formal notice of retrenchment may, with the agreement of Tasman Insulation Australia Pty Limited elect to resign prior to the effective date of the employee's retrenchment notice. In such cases, any payments arising under this subclause will be calculated to the date the resignation takes effect. Tasman Insulation Australia Pty Limited shall not unreasonably withhold agreement. The employee will not be entitled to the balance of the unexpired notice but will be entitled to the benefits prescribed under subclause 26.14.

## 26.5 Alternative Position:

Where Tasman Insulation Australia Pty Limited has made positions redundant at one site for the reasons set out in subclauses 26.1.1.1, 26.1.1.2 and 26.1.1.3 of this clause, Tasman Insulation Australia Pty Limited will attempt to place any employee(s) in a position comparable in capacity or character. That

is, a position which is at the same classification level, which in Tasman Insulation Australia Pty's Ltd opinion does not entail a change significant enough in capacity or character to be unreasonable in the circumstances of the employee's skills and abilities and which is at the same location or at another location which is reasonable commuting distance. In these circumstances, no retrenchment has taken place and no retrenchment payment will be made.

26.5.1 Where the employee is offered employment at the same site, a one-month trial period shall be allowed, during which the employee can decline the offer.

26.5.2 Where the employee is offered employment at a different location, a three-month trial period shall be allowed, during which the employee can decline the offer.

If the employee declines the offer within the trial period, the employee will be retrenched as per this award. Following expiration of the trial period and in the absence of written advice to the contrary, the employee will be deemed to have accepted the position and have no entitlement to a retrenchment payment.

26.6 Wage Rate Maintenance in Alternative Positions - When an employee accepts a position within Tasman Insulation Pty Limited at a lower rate of pay, the employee will maintain their rate of pay immediately prior to notice of transfer until such time as it is equalled or is exceeded by the new classification rate of pay.

26.7 Time to Attend Interviews if no Alternative Position

26.7.1 In the case of an employee who is to be retrenched, Tasman Insulation Australia Pty Limited shall make every endeavour to assist the employee to find suitable employment. From the time an employee receives notice of retrenchment and up to the date of termination, one day's time off work will be granted during each week of notice to the employee, without loss of the employee's ordinary-time rate of pay, to attend employment interviews or a counsellor to receive financial advice; provided that if proof of the interview or meeting is required by Tasman Insulation Australia Pty, such proof will be given.

26.7.2 Tasman Insulation Australia Pty Limited shall give to the employee, not later than the time of termination, a certificate of service in writing indicating the period of the employee's employment and the reason for termination.

26.8 Re-employment

26.8.1 Employees who are retrenched by Tasman Insulation Australia Pty Limited may apply for any subsequent externally advertised vacancies which may arise and such employees shall receive preferable consideration for re-engagement in classifications for which they have appropriate skills.

26.9 Continuity of Service

26.9.1 Employees who are re-employed within 12 months of their termination shall be deemed not to have broken their continuity of employment for the purposes of the award and the *Long Service Leave Act 1955*, but the period of absence shall not be counted as service.

26.9.2 If, after re-engagement, an employee's services are terminated for any reason either by Tasman Insulation Australia Pty Limited or the employee, the employee shall not receive payments for any entitlements (i.e., long service leave and redundancy) for which the employee has previously received payment on account of redundancy made in accordance with this clause or, where relevant, any similar agreement or arrangement which may have preceded this clause.

26.10 Annual Leave

- 26.10.1 Entitlement to accrued annual leave or payment in lieu thereof shall be paid as per each employee's entitlement as determined at the termination date. Annual leave loading will be applied to this payment.
- 26.11 Long Service Leave
- 26.11.1 Entitlement to long service leave or payment in lieu thereof shall be determined in accordance with the *Long Service Leave Act 1955*.
- 26.12 Sick Leave
- 26.12.1 Tasman Insulation Australia Pty Ltd will not make a payment for unused accumulated sick leave.
- 26.13 Superannuation
- 26.13.1 Superannuation benefits will not be limited or offset against severance payments provided by this award. Tasman Insulation Australia Pty Limited will provide information to employees regarding their entitlements within 30 days of receiving notice.
- 26.14 Retrenchment
- 26.14.1 Employees with more than 12 months' service shall be paid retrenchment payments as follows:
- 26.14.1.1 Three weeks' pay per year of completed service and pro rata payment for completed months of service paid on the actual day termination is to take effect.
- 26.14.1.2 A week's pay shall mean an employee's normal weekly payment at the time of receiving notice. This rate of pay shall include any allowances normally paid (which means the current average weekly payment to the employee, including all relevant allowances being received).
- 26.14.1.3 The payments provided for in this subclause shall not exceed either:
- the employee's ordinary earnings to the date when their employment would have ceased in any event; or
- a maximum of 54 weeks' pay
- 26.15 Miscellaneous
- 26.15.1 Should an employee under notice of retrenchment die prior to the nominated date of termination, all benefits of this clause to which such employee was entitled shall be paid to the trustee of the estate of the employee in the same manner as any other outside payments due.
- 26.15.2 The benefits provided for in this clause shall be the actual benefits paid and no additional claims will be made during the life of this clause.
- 26.15.3 This clause shall not apply to casual or temporary employees.
- 26.15.4 Where agreement is unable to be reached, either party may progress the matter through the grievance and dispute settling procedures.
- 26.15.5 This clause shall operate for the period of this award, after which it shall remain valid until such time it is reviewed.

## 27. No Extra Wage Claims

- 27.1 The union and the employees undertake that for the life of this award, they will not pursue any extra wage claims.

## 28. Superannuation

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

- 28.1 Subject to the requirements of this legislation, superannuation contributions are made to:

AMP Insulfund Superannuation Fund.

## 29. Anti-Discrimination

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.

- 29.1 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award in Clause 21 - Disputes Procedures 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.
- 29.2 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.
- 29.3 Nothing in this clause is taken to affect:
- 29.3.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 29.3.2 offering or providing junior rates of pay to persons under the age of 21 years;
  - 29.3.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977.
  - 29.3.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

## 30. Area, Incidence & Duration

- 30.1 This award shall apply to all fulltime employees of the classes herein mentioned in the Classification Structure who are employed by Tasman Insulation Australia Pty Ltd at 600 Woodstock Avenue, Rooty Hill NSW.
- 30.2 It rescinds and replaces the Tasman Insulation Australia Pty Ltd (Enterprise) Award 2001 published 24 May 2002 (333 I.G.801) made as a consequence of the section 19 Award Review process 21 June 2001 by Her Honour Justice Kavanagh in IRC 1132, 1304, and 3657 of 2001
- 30.3 It shall take effect from the first pay period commencing on or after 20 July 2004, and shall remain in force until 22 June 2006.

## PART B

**MONETARY RATES****Table 1 - Classifications and Wage Rates**

Category	Classifications	Year 1 -2004 \$	Year 2 -2005 \$	Year 3 -2006 \$
A	Glasswool Production - Cleaning Glasswool Factory Product Hand Warehouse Storeperson Level 1	636.40	663.45	691.65
B	Glasswool Line Attendant Warehouse Storeperson Level 2	653.66	681.44	710.40
C	Glasswool Batch-House Production Warehouse Storeperson Level 3 Foil Plant Machine Operator	666.89	695.23	724.78
D	Glasswool Hot End Operator Warehouse Receiving Storeperson Warehouse Leading Hand	671.71	700.26	730.02
E	Glasswool Senior Line Attendant Level 1 Foil Plant Leading Hand	690.23	719.56	750.14
F	Glasswool Senior Line Attendant Level 2 Foil Plant Senior Leading Hand Warehouse Senior Leading Hand	738.90	770.30	803.04
G	Glasswool Temporary Supervisor Foil Plant Foreman	845.96	881.91	919.39

**Table 2 - Other Rates and Allowances**

Item No.	Clause	Brief Description	Year 1-2004 \$	Year 2-2005 \$	Year 3 2006 \$
1	5.5.1	Tenure Allowance - Increment Operative after three weeks employment - per week	6.37	6.64	6.92
2	5.5.1	Tenure Allowance - Increment Operative after a further six months employment - per week	6.37	6.64	6.92
3	5.5.1	Tenure Allowance - Increment Operative after a further twelve months employment - per week	6.37	6.64	6.92
4	5.5.2	Tenure Allowance - Increment Operative after two years employment - per week	13.18	13.74	14.32
5	5.5.2	Tenure Allowance - Increment Operative after three years employment - per week	13.18	13.74	14.32
6	5.6.1	Forklift Allowance - per hour	33.18 cents	34.59 cents	36.06 cents
7	12.1	Meal Allowance - Employee required to work overtime for two hours or more	8.86	9.24	9.63
8	12.1	Meal Allowance - Employee required to work further four hours overtime	7.90	8.24	8.59
9	12.1	Meal Allowance - If employee has provided meal and is not required to work overtime - first meal	8.86	9.24	9.63
10	12.1	Meal Allowance - If employee has provided meal and is not required to work overtime - second meal	7.90	8.24	8.59
11	20.4.3	Laundry Allowance - Employees required to launder their work clothing - per week	9.02	9.39	9.78
12	20.9	First Aid Allowance - per hour	29.53 cents	30.79 cents	32.10 cents
13	20.10	Fire Warden Allowance - per hour	29.53 cents	30.79 cents	32.10 cents

I. TABBAA, Commissioner.

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(1636)

**SERIAL C2926**

**TRANSFIELD SERVICES (AUSTRALIA) PTY LTD (PORT KEMBLA  
STEELWORKS) FACILITY MAINTENANCE AWARD 2004 - 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Australian Industry Group New South Wales Branch, industrial organisation of employers.

(No. IRC 3844 of 2004)

Before Mr Deputy President Grayson

15 July 2004

**AWARD**

**1. Title**

This Award shall be known as the Transfield Services (Australia) Pty Ltd (Port Kembla Steelworks) Facility Maintenance Award 2004 - 2007.

**2. Index**

Clause No.	Subject Matter
1.	Title
2.	Index
3.	Application and Parties Bound
4.	Term of Award
5.	Objectives of Award

6. Intent
7. Performance Initiatives
8. Contract of Employment
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12. Annual Leave
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21. Superannuation
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27. Abandonment of Employment
28. Blood Donors
29. Anti Discrimination And Harassment
30. Duress
31. Transmission of Business
32. Work Outside Port Kembla Steelworks
33. Reserved Matters
34. Dispute Avoidance Procedure

### **3. Application and Parties Bound**

This Award shall apply to Transfield Services, all its employees employed in the classifications set out in Clause 9 of this Award, who are performing facilities management and building services maintenance work at BlueScope Steel Port Kembla Steelworks and the unions party to this Award.

The parties to this Award are:

Transfield Services (Australia) Pty Ltd ABN 11093 114 553;

The Electrical Trades Union (ETU);

Australian Workers Union Port Kembla Branch (AWU);

The Australian Manufacturing Workers Union (A.F.M.E.P.K.I.U.); and

Employees of Transfield Services Australia Pty Ltd who are members or entitled to be members of the organisations detailed above and are engaged in classifications specified in Clause 9 of this Award.

### **4. Term of Award**

- 4.1 This Award will come into operation from the 1 July 2004 and shall wholly displace all other agreements and awards that would otherwise apply. The Award shall remain in place to 30 June 2007.
- 4.2 The Parties agree to commence negotiations for an Enterprise agreement for three (3) months prior to 30 June 2007.

4.3 The Parties to this Award shall not pursue any extra claims as per the period nominated in Clause 4.1. & 4.2.

## 5. Objectives of Award

The objectives of this Award are to:

Enable the company to perform work in the area covered by the Agreement in a productive, efficient and orderly way, and

Provide appropriate remuneration and conditions of employment for employees working under the terms of the Agreement.

Encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skill and competence to meet the requirements of the employer and its client.

## 6. Intent

The intent of this award to create an environment that enables employees to work together in a cooperative manner.

## 7. Performance Initiatives

The Parties recognise the financial performance of the Company and their respective futures, prosperity and employment security are inextricably linked. There are a range of issues that represent opportunities to enhance the Company's performance in the areas of health and safety, Company and employee relationships, learning and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual Performance Targets.

### 7.1 Continuous Improvement and Innovation

The Parties to this Award are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees will be encouraged to contribute not only through effort but also through good ideas. We will also promote the concept of employees challenging decisions where there may be better ways of doing things.

### 7.2 Occupational Health and Safety

This clause is to be read in conjunction with the *OH&S Act 2000 (NSW)*.

The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

The employer may, from time to time, issue regulations designed to increase safe working practices and conditions. On a variety of projects and sites where the employer undertakes work and regulations and the policies and practices of the employer are in force concerning safety restrictions, it is an express condition of employment of all employees covered by this Award that such regulations as are issued from time to time will be strictly observed. It is recognised by the parties to this Agreement that failure to observe these regulations can be grounds for instant dismissal. It shall be the duty of the employers to ensure that each employee is made aware of the regulations in force on the project or site on which such employee works. Employees will assist contractors in the implementation of safety programs, which are based on continuous improvement.

### 7.3 Consultative Committee



The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision making process. The committee will consist of an equal number of company and union representatives and the parties will work to set up their own charter on establishment.

The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- (i) Introduction of new technology
- (ii) Changes to work organisation
- (iii) Expansion and investment
- (iv) Quality
- (v) Productivity improvement
- (vi) New management practices

Union representatives will have an open invitation to participate in the committee and will have adequate time and access to the employees they represent:

- (i) Prior to the Committee meetings to prepare for agenda items
- (ii) Following Committee meetings to report back, when necessary, on issues discussed.

Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the company is unable to do so for privacy or confidentiality reasons.

#### 7.4 Apprenticeships

The Company supports the philosophy of apprenticeships. This is seen as an investment for the future. It benefits the apprentice, the community and the business. It is the intent of the Parties to pursue an Apprenticeship program involving Transfield Services.

#### 7.5 Equal Employment Opportunity

The Parties agree to comply with and promote the principles of equal opportunity legislation.

### **8. Contract of Employment**

The Parties to this Award are committed to the philosophy of full time employment, but also recognise that to be competitive alternative work arrangements will be required. Casual, part time and fixed term employees will be balanced with the needs of the Business. In short term situations such as shut downs, specialised work, and emergency work, alternative employment arrangements will be introduced.

#### 8.1 Nature of Employment

Employment may be casual, part-time, full-time, or fixed term as is specified in the formal Letter of Offer of Employment. Employees shall perform work according to the following conditions:

By arrangement, employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in Clause 10 of this Award.

Employees are expected to work reasonable overtime as required by the Company in addition to the rostered ordinary working hours.

Employees must use such protective clothing and equipment provided by the Company for specific circumstances.

Employees must comply with safety requirements of the Company.

## 8.2 Types of employment

### Full Time Employment

An employee who has not been specifically employed on a part time or casual basis shall be deemed to be employed full time. Transfield Services shall not contract outside of this Award. In other words there will be no other forms of employment for employees bound by this Award except for those contained within Clause 8 of this Award (eg. no individual contracts, Australian Workplace Agreements or Prescribed Payment Systems).

### Fixed Term Employment

The introduction of fixed term employment may be agreed between the parties to suit the circumstances of the business.

### Part Time Employment

By mutual agreement between the Parties, an employee who is employed on a part-time basis shall be offered a fixed number of hours of not less than 12 hours in any one week period, and not more than 37.5 hours in a one week period, as agreed and confirmed in writing at the time of engagement or as varied by consent thereafter. A part time employee shall be entitled to all leave benefits contained in this Award on a pro-rata basis. The hourly rate for a part time employee shall be calculated by reference to the applicable hourly rate contained in Clause 9 of the Award.

### Casual Employment

A casual employee is one engaged for a minimum period of one (1) day and paid as such. A minimum of four (4) hours per day will apply where work is not available due to reasons beyond the control of the employer. The engagement of a casual may be terminated at any time upon one hours notice or by payment in lieu. Employees engaged as casuals for a continuous period of six (6) weeks will be entitled to full time employment and shall be advised in writing of such by the Company. A casual employee shall not be employed for more than six (6) weeks continuously. Consultation and agreement may extend this period of engagement with employee representatives.

Casual employees working ordinary time shall be paid 1/38th of the weekly wage, prescribed in Clause 9 of the Award, for each hour worked. A casual employee shall not be entitled to any leave, public holidays, notice or severance benefits contained in this Agreement but shall receive in lieu an all-purpose loading of 25% of the ordinary rate of pay.

Unless there is an agreement between the parties, casual employees will only be employed when unplanned, unexpected changes in the workload or planned peak requirements require a short-term increase in the number of employees.

### Apprentices

Where apprentices are employed directly by the Company, then the conditions of this Award shall apply except for remuneration, which is specified as a percentage of the trade rate at 100%. The specific percentages to apply are as follows:

First Year Apprentice	42%
Second Year Apprentice	55%
Third Year Apprentice	75%
Fourth Year Apprentice	88%

Where the Company employs a new 'adult employee apprentice' (21 years of age or more), then that employee shall be remunerated at the 85% wage rate of a trades person for the term of the apprenticeship until overtaken by the Apprenticeship rate.

For existing adult employees who through Company approval undertake an adult apprenticeship will be paid at their current classification rate.

### 8.3 Probation

The continued employment of full time and part time new employees (other than a casual employee) will be subject to the satisfactory completion of three months on the job probationary period. During that time, probationary employees shall be provided with feedback on a monthly basis as how they are performing. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee in consultation with the work team. Provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice of one week.

### 8.4 Performance of Duties

Transfield Services 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, and payment will be in accordance with the classification structure.

### 8.5 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with paid leave contained in this Award and has been authorised.

### 8.6 Termination of Employment

8.6.1 Notice for termination or dismissal of employment will be in accordance with the following:

Period of Continuous Service	Notice Period
More than 1 month but less than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note:

Payment in lieu of notice shall be made if the appropriate notice period is not given. The notice of termination required to be given by an employee shall be the same as that required of an employer. By mutual agreement, the parties may enter into an arrangement that suits either party with a minimum notice period of not less than one (1) week. An employee required to work during their notice period shall have that amount deducted whilst not at work during the notice period as required by the Company. (Notice period is increased by one week if an employee is over 45 years of age, subject to having completed at least two (2) years continuous service with the employer.

Transfield Services has the right to dismiss an employee without notice for gross misconduct on the employee's part, which justifies summary dismissal.

In the event of summary dismissal, payment will be made up to the time of dismissal only. For example, theft of company property, violence against an employee or employer, vandalism or destruction of company property or other such matters warranting instant dismissal.

#### 8.6.2 Redundancy Provisions

Redundancy means when a position is surplus to the needs of the Business, and where there is no alternative employment for the person/s occupying that position/s. Employees who choose to terminate their employment are not eligible for Redundancy and summary dismissal does not entitle employees to a Redundancy payment. The following provisions shall apply:

Period of Continuous Service	Redundancy Pay	
	Employee is under 45 Years of Age	Employee is 45 Years or More
Less than 1 year	Nil	Nil
At the completion of one (1) year	4 Weeks	5 Weeks
At the completion of two (2) years	7 Weeks	8.75 Weeks
At the completion of three (3) years	10 Weeks	12.5 Weeks
At the completion of four (4) years	12 Weeks	15 Weeks
At the completion of five (5) years	14 Weeks	17.5 Weeks
At the completion of six (6) years or more	16 Weeks	20 Weeks

#### 8.7 Recovery of Monies Owed

It is agreed that in the event of an employee's employment being terminated for any reason, any monies advanced to the employee by Transfield Services shall be recovered by the Company from any accrued entitlements owing to the employee and in accordance with the law.

#### 8.8 Stand Downs

The Company is entitled to deduct payment for any day on which an employee cannot be usefully employed through any cause which the employer could not reasonably have prevented such as power and fuel shortages.

#### 8.9 Facilities

Transfield Services shall provide on-site facilities for its employees. These facilities shall be made available to all employees and comply with all relevant policies of Transfield Services and prevailing laws.

#### 8.10 Transport of Employees

It is a condition of employment that all employees ensure they transport themselves to and from work. Employees are responsible for getting to and from work whether by personal or public transport. An employee without personal transport working overtime without notification on the previous day, and with no access to public transport, shall be transported to their place of residence, or to a place where public transport is available.

### 9. Wages and Allowances

9.1 An employee's remuneration shall be as provided for in this Award and notified to prospective employees in the Letter of Offer of Employment.

9.2 The following wage rates will be paid (for the performance of a 38-hour week) for the respective classifications from the first pay period commencing on or after the specified date.

9.2.1 Classification Structure - Maintenance Worker (Mw)

Classification	On Commencement of Agreement	1 July 2005	1 July 2006
MW1	\$789.70	\$825.25	\$862.40
MW 2	\$835.85	\$873.45	\$912.75
MW 3	\$880.85	\$920.50	\$961.90
MW 4	\$931.55	\$973.45	\$1017.30
MW 5	\$971.85	\$1015.60	\$1061.30
MW 6	\$1012.20	\$1057.75	\$1105.35

Note: The above rates are inclusive of all allowances, except a \$46.06\* per week licence fee for Licensed Electrician and a \$28.99\* per week licence allowance for air-conditioning / refrigeration mechanics, Leading Hand Allowance (Clause 9.3), Meal Allowance (Clause 11.3), Dirty Work, Heat Money and Powerhouse Allowance (Clause 9.2.4), Plumbers Allowances (Clause 9.2.4.1), Chokage (Clause 9.2.4.2), Confined Space Allowance (Clause 9.2.3), and a First Aid Allowance (Clause 9.2.2). These allowances will increase in 2005 and 2006 in accordance with the percentage wage increases.

The electrical licence allowance is set at \$46.06 and the air-conditioning / refrigeration mechanic allowance is set at \$28.99 to reflect pre-existing trade relativity on site for maintenance activities. These are all purpose allowances that will be amended in line with the percentage wage increases as listed above.

In addition to the rates above, a performance based payment bonus system of up to 3% payment for all hours worked (ordinary time plus overtime) will apply. This payment will be made on a quarterly basis. Key Performance Indicators that are appropriate and achievable will determine the performance based payment system.

9.2.2. First Aid Allowance

An employee who is appointed by the Company to render first aid, and holds a current recognised and accredited first aid certificate, shall be paid an allowance of \$10.80 per week.

9.2.3 Confined Space Allowance

A confined space allowance of 60c per hour will be paid in the following manner. A "Confined Space", means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and subject thereto includes such a space -

- (a) In the case of locomotives inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes
- (b) In other cases inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super heaters or economisers.

9.2.4 Dirty Work, Heat Money and Powerhouse Allowance

Employees engaged in an unusually dirty or offensive capacity will be paid 41c per hour. For this allowance to apply the parties will finalise a document under which this allowance will apply having regard to previous site application.

Heat money will apply when work is performed in places where the temperature is raised by artificial means above 49 degrees Celsius. Employees whilst so engaged on work will receive an additional amount of 41 cents per hour. This provision will apply consistent with previous site application.

Employees working and carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation will be paid a Powerhouse Allowance for all hours worked of 60 cents per hour.

#### 9.2.4.1. Plumbers Allowances

The following allowances will apply to plumbers:

- a) Plumbers Licence \$0.65 per hour
- b) Gasfitters License \$0.65 per hour
- c) Drainers License \$0.54 per hour
- d) Plumbers and Gasfitters License \$0.86 per hour
- e) Plumbers and Drainers License \$0.86 per hour
- f) Gasfitters and Drainers License \$0.86 per hour
- g) Plumbers and Gasfitters and Drainers License \$1.18 per hour

#### 9.2.4.2. Chokage Allowance

A plumber and labourers assisting plumbers employed on any chokage necessitating the opening up of any soil, waste or drain pipes or scuppers conveying sewage will be paid in addition the sum of \$3.31 per day (flat allowance).

#### 9.2.5 All Other Allowances

The rates of pay as per the Classification Structure are inclusive of all other allowances except for the Electrical Licence (Clause 9.2.1), First Aid Allowance (Clause 9.2.2), Confined Space Allowance (Clause 9.2.3), Dirty Work, Heat and Powerhouse Allowance (Clause 9.2.4), Plumbers Allowances (Clause 9.2.4.1), Chokage (Clause 9.2.4.2) and Leading Hand Allowance (Clause 9.3). The rates of pay (Clause 9.2.1) include but are not limited to the following allowances:

Supplementary Payment

Special Allowance

Industry Allowance

AIS Allowance

Tool Allowance

#### 9.2.6 Classification Descriptions

The following classification structure is to be applied to employees for skills acquired and utilized.

**Maintenance Worker 1 (MW1)**

This band includes Trade Assistants and other Non-Trade employees such as Forklift Drivers and Dogmen.

**Maintenance Worker 2 (MW2)**

This band includes Non Trades employees such as but not limited to:

Certified Riggers/Scaffolders

Crane Drivers (9t <15t, 16t <40t)

Beltmen

**Maintenance Worker 3 (MW3) - 100%**

This is the entry band for trades employees such as but not limited to:

Electrician

Boilermaker

Fitter

Welder (All Certificates)

Machinist

**Maintenance Worker 4 (MW4) - 105%**

MW4 applies to skills acquired and utilized on the job.

Three appropriate modules in addition to the training requirements of MW3 level or;

Three appropriate modules towards an Advanced Certificate; or

Three appropriate modules towards an Associate Diploma; or

Any training which a registered provider (eg TAFE) or by a State Training Authority has been recognised as equivalent to an accredited course, which the appropriate industry board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

Will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW4.

Exercise the skills attained through completion of the training/work experience prescribed for this classification;

Exercises discretion within the scope of this grade;

Works under limited supervision either individually or in a team environment;

Understands and implements quality control techniques;

Provides trade guidance and assistance as part of a work team;

Exercise trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Construction Tradesperson Level 1.

Maintenance Worker 5 (MW5) - 110%

MW5 applies to skills acquired and utilized on the job.

Six appropriate modules in addition to the training requirements of MW3; or

Six appropriate modules towards an Advanced Certificate; or

Six appropriate modules towards an Associate Diploma; or

Any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course, which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

Will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at MW5.

1. Exercise of skills attained through completion of the training/work experience prescribed for this classification;
2. Provides trade guidance and assistance as part of a work team;
3. Assists in the provision of training in conjunction with supervisors and trainers;
4. Understands and implements quality control techniques;
5. Works under limited supervision either individually or in a team environment;
6. Interact with work groups to ensure job completion to target quality workmanship and guidance for others.

Exercises precision trade skills using various materials and/or specialised techniques;

Performs operations on a CAD/CAM terminal in the performance of routine modifications to the NC/CNC programs;

Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;

Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits;

Maintenance Worker 6 (MW6) - 115%

MW 6 applies to skills acquired and utilized on the job.

Nine appropriate modules in addition to the training requirements of MW3; or



Nine appropriate modules towards an Advanced Certificate; or

Nine appropriate modules towards and Associate Diploma; or

Any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course, which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

Will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at MW6.

1. Exercise the skills attained through completion of the training/work experience prescribed for this classification;
2. Exercise discretion within their level of training;
3. Is able to provide trade guidance and assistance as part of a work team;
4. Provides training in conjunction with supervisors and trainers;
5. Understands and implements quality control techniques;
6. Works under limited supervision either individually or in a team environment;
7. Can schedule and coordinate maintenance work for teams including down day programme development and execution for a maintenance task team.

Exercise high Precision Trade Skills using various materials and/or specialised techniques;

Works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;

Works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;

Works on instruments which make up complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;

Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;

Exercise intermediate CAD/CAM skills in the performance of routine modification to programs;

Working on complex or intricate interconnected electrical circuits at a level above MW5;

Working on complex radio/communication equipment.

### 9.3 A Leading Hand rate (all purpose) shall be paid as follows:

The following payment is an allowance only paid whilst an employee has been selected as a Leading Hand.

Leading Hand	\$41.60 Per Week
Relief Leading Hand	\$ 8.32 Per Shift

Leading Hands whilst in the role shall have the Leading Hand rate recognised on a pro-rata basis when calculating service entitlements.

9.3.1 A Staff Relief Allowance (all purpose) will be paid at the rate of MW6 plus \$60.00 per week. Staff relief is defined as a circumstance where employees are requested to step up to perform the full scope of a staff position. Guidance for the full scope of the role can be obtained from the relevant staff member's position description.

#### 9.4 Mixed Functions

An employee engaged for more than two (2) hours on any day or shift in work carrying a higher rate than their classification shall be paid the higher rate for such day or shift. If engaged for two (2) hours or less during one day or shift the higher rate shall be paid for actual time worked.

#### 9.5 Payment of Wages

All earnings shall be paid to employees by electronic transfer on a weekly or fortnightly basis into a bank account or other financial institution nominated by the employee.

Details of payment to employees on pay slips shall contain the following information:

Name of employee

Classification of the employee and reference number

Date of payment (including period of payment)

Classification rate (hourly)

Hours of work (normal and overtime)

Allowances

Deductions (such as union, salary sacrifice)

Annual Leave balance of hours

Special Payments (such as Annual Leave Payment)

Long Service Leave payments

#### 9.6 Payment on Termination

Upon termination of employment, wages due to an employee shall be paid on the day of such termination, or forwarded to them by post or electronic fund transfer on the next working day.

#### 9.7 Waiting Time

An employee kept waiting for his/her wages on site on pay day, for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work shall be paid overtime rates after that quarter hour with a minimum of a quarter per hour payment.

### **10. Working Arrangements**

#### 10.1 Hours of work

The ordinary hours of work shall be 38 hours per week which will generally be worked in 8.0 hour days between 0600 (6.00am) and 1800 (6:00pm) hours, Monday to Friday. The ordinary hours of work may

also be worked in other configurations as mutually agreed between the employees concerned and Transfield Services subject to work patterns meeting the Company's operational requirements and the needs of the business.

Where there is a need to vary the pattern of working the ordinary hours of work, the Company and the work team shall consult on the variation. Failing agreement, the Company shall give that work team and/or individual employees concerned two days' (48 hours) notice of the variation.

By agreement between the parties, the actual start and finish time of hours may be varied either way by one hour.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period, which exceeds 28 consecutive days.

#### 10.1.1. Extensive Hours of Work

The Parties recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. Where hours on any day worked exceed twelve consecutive hours they shall be subject to:

Working within the Occupational Health and Safety Guidelines of the ACTU Code of Conduct regarding twelve (12) hour shifts

Proper health monitoring procedures being adopted

Suitable roster arrangements

Effective support from management

#### 10.1.2 Daylight Saving

When daylight saving comes into effect or is discontinued, employees shall be paid by the time of the clock at the commencement and conclusion of their shifts. Night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for the same pay dependant on an increase or decrease of hours required due to payment by the clock.

### 10.2 Shift Work

"Shift Work" means shift work scheduled for five consecutive workdays or more, Monday to Friday inclusive.

The Company through consultation with work teams can direct employees to work shift work as required, and the employees shall work the shift work as directed. The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the business or, in the absence of agreement, by 48 hours notice of alteration given by the Company to the employees.

Where shifts fall partly on separate days, the day that has the major portion of the shift shall be recognised as the day for roster arrangements. Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

#### 10.2.1 Afternoon Shift

"Afternoon" Shift means any shift finishing after 6.00pm and at or before midnight. Employees working on afternoon shift shall be paid an allowance of 20% calculated on the employee's base rate of pay for ordinary hours only.

#### 10.2.2 Night Shift

"Night Shift" means any shift finishing subsequent to midnight and or before 8.00am. Employees working on night shift shall be paid an allowance of 30% calculated on the employee's base rate of pay for ordinary hours only.

#### 10.2.3 Rostered Shift

A "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice, or has otherwise agreed to work.

#### 10.2.4 Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary hours of the respective shifts. Where shifts are broken penalties shall be applied as per overtime entitlements.

#### 10.2.5 Broken Shift

An employee who works on broken shift, which does not continue for at least five (5) successive shifts, hours shall be paid for each shift 50% for the first two hours and 100% for the remaining hours.

### 10.3 Rotating Permanent Shift Work

The Parties will discuss, and by mutual agreement shall develop a criteria and set of conditions for the introduction seven day Rotating Permanent Shift Work.

### 10.4 Rostered Break Between Shifts

When overtime is worked it shall, where ever reasonably practicable, be so arranged that a employee has at least ten consecutive hours off duty between the work of successive days. An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime and not required to recommence work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.

Work performed on Sunday of greater than three hours duration will be deemed to be hours worked that require a 10 hour break before the commencement of ordinary hours work.

If on instructions by the Company, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours during such absences.

### 10.5 Overtime

Work performed outside of ordinary hours shall be deemed to be overtime and paid (excluding shift work) as follows:

Monday to Friday - time and a half for the first two hours and double time thereafter

Saturday - time and a half for the first two hours and double time thereafter. Any hours worked after 12 noon on Saturday will be paid at double time.

Sunday - at double time.

Public Holidays - at double time and a half.

The penalties mentioned above shall be applied to 1/38th of the base weekly rates as defined in Clause 9.

#### 10.5.1 Shift Workers - Payment for Saturday, Sunday, Public Holidays and Overtime

A shift employee working on a Saturday, Sunday, public holiday or on overtime will be paid as follows:

Saturday work - time and a half

Sunday work - double time

Public Holiday work - double time and a half

Overtime worked other than Sundays or public holidays - time and a half for first two hours and double time thereafter

#### 10.6 Rostered Days Off (RDO)

The ordinary hours of work shall be rostered to provide employees with one Rostered Day Off per month (normally the fourth Friday in a four week cycle).

The RDO's may be scheduled as mutually agreed between the employee and the Area Manager to suit the need of the business. The RDO's may also be taken on alternative days by individual agreement for personal/operational needs. If agreement cannot be reached employees may be directed to use any day/s of accumulated RDO, provided 48 hours notice is given to the employee.

RDO's may be accrued to a maximum of five days unless previously agreed with the Area Manager.

Where an RDO falls on a Public Holiday the next working day shall be taken as the RDO or may be taken as mutually agreed between the employee and the Company.

#### 10.7 Call Back

Where an employee is recalled to work after leaving the workplace the following shall apply:

The employee shall be paid for a minimum of four hours at the rate of time and half for the first two hours and double time thereafter (or double-time for the full period for continuous shift workers). (Weekend call out will be paid at the relevant overtime rate). There are number of conditions which apply to this provision:

If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day, the employee shall be entitled to the four hours minimum overtime payment. However, in such circumstances it is only the time which is actually worked during previous call or calls, which is to be taken into account when determining the rate for subsequent calls.

The employee will not be required to work the full four hours if the job in question is completed within a shorter period.

An employee called in prior to 3.00am will continue to be paid penalty rates leading into scheduled ordinary hours and for the duration of the shift, unless the employee is offered the opportunity to go

home for reasons of occupational health and safety, in which case the employee would be paid at ordinary time to the completion of shift.

Overtime worked in this clause is not to be regarded as overtime for the purpose of 10.4, rest periods after overtime, when the actual time worked is less than three hours on the call back or each subsequent call back.

#### 10.8 Availability for Duty

An employee designated by his / her supervisor for Availability Duty will be paid an allowance of \$75.00 per day for holding in readiness to attend call out work.

### 11. Meal Breaks

- 11.1 A minimum 30 minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten minute morning break each weekday.
- 11.2 Employees shall be paid at overtime rates for all time worked in excess of five hours without commencing an uninterrupted meal break or crib break due to the requirements of the employer.
- 11.3 Employees required to work more than a 10-hour shift shall be entitled to a 20 minute crib break and to a further crib break in respect of each completed four hours of overtime after the initial eight hours (exclusive of the crib break), if they are to continue work after such four hours. Employees not notified the previous day shall be paid \$10.00 (meal allowance) to purchase each meal at crib time.
- 11.4 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four hours of overtime (exclusive of crib break) if they are to continue after such four hours.
- 11.5 Employees who agree not to take a crib break to which they are entitled but continue to work instead, without taking the crib time of 20 minutes and continuing to work for a period of 2 (two) hours or more, shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.
- 11.6 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates for the first crib and without deduction of pay thereafter.
- 11.7 If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime, the employee shall be paid the prescribed meal allowance if the meal has become spoilt/surplus.

### 12. Annual Leave

The provisions of the *Annual Leave Act 1944* (NSW) shall apply.

### 13. Public Holidays

The following days shall be prescribed public holidays for the purposes of this Award where days are gazetted by the NSW Government as substitution or in addition to the following days those days shall apply.

New Years Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queens Birthday

Labour Day

Christmas Day

Boxing Day

Employees will be entitled to a picnic day on a day agreed by the parties.

#### 14. Long Service Leave

The provisions of the *Long Service Leave Act 1955* (NSW) shall apply.

From the 1 December 2004, the Company will commence accruing Long Service Leave benefits for employees at a rate of 1.3 weeks' accrual for each completed year of service thereafter. Any accrual up to and including 30 November 2004 will be at the current rate of 0.8667 weeks for each completed year of service. Entitlements become available in accordance with the Act.

#### 15. Personal Leave

##### 15.1 Amount of Paid Personal Leave

15.1.1 Paid personal leave is available to an employee when they are absent:

due to personal illness or injury (sick leave)  
for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave)

for bereavement on the death of an immediate family or household member (bereavement leave).

15.1.2 The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer and accrues as follows:

(i) Length of time worked for the employer	Personal Leave (Hours)
Less than 12 months	54
1 year to 5 years	76.8
5 years or more	92

(ii) Provided that an employee who normally works 8 or more hours a day so as to provide a rostered day(s) off in a work cycle in accordance with clause 6.1.4 is entitled to the following amount of personal leave:

Length of time worked for the employer	Personal Leave (Hours)
Less than 12 months	56
12 months to 5 years	80
5 years or more	96

##### 15.2 Accumulation of Personal Leave

## 15.2.1 First Year of Employment

At the end of the first year of employment, unused personal leave accrues by the lessor of:

38 hours (or 40 hours if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken during the year;

or the balance of the year's unused personal leave.

## 15.2.2 Second and Subsequent Years of Employment

At the end of the second and subsequent years of employment, unused personal leave accrues by the lesser of:

60.8 hours moving to 76 hours after five years (or 64 hours, moving to 80 hours after 5 years, if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken;

or the balance of the year's unused personal leave.

## 15.2.3 Maximum Amount of Accumulated Personal Leave

Personal leave may accumulate to a maximum of 729.6 hours (or 768 hours if the employee normally works 8 or more hours a day).

## 15.3 Definitions

## 15.3.1 The term "immediate family" includes

spouse (including a former spouse, a de facto spouse and a former de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis. Spouse for the purpose of this Clause will also include same sex partners living on a bona fide domestic basis;

and child or an adult (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

## 15.3.2 Accumulated Personal Leave is personal leave accumulated under 15.1.2(a) and (b).

## 15.4 Sick Leave

## 15.4.1 Entitlement

The amount of personal leave an employee may take as sick leave depends on how long they have worked for the employer and accrues as set out in the following tables. Accumulated Personal Leave may be used for sick leave if the current sick leave entitlement is exhausted.

Length of Time Worked for the Employer	Rate of Accrual of paid sick leave
Less than 1 month	0
1 months to less than 2 months	8
2 months to less than 3 months	16
3 months to less than 4 months	24
4 months to less than 5 months	32
5 months to less than 12 months	40



After the first five months of service, an employee must be paid for any sick leave to which they were not entitled, due to insufficient service, up to a maximum of 40 hours.

#### 15.4.2 The Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, they are not entitled to sick leave.

#### 15.4.3 Employee must give notice

The 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 and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day of such absence, the employee will inform the employer within 24 hours of such absence.

#### 15.4.4 Evidence Supporting Claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.

#### 15.4.5 Single Day Absences

An employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid sick leave in that year of a duration of one day only, without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

An employer may agree to accept a Statutory Declaration in lieu of the required medical certificate.

Nothing in this subparagraph limits the employer's right under 15.4.4.

#### 15.4.6 Broken Services

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, other than on a casual basis, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

### 15.5 Bereavement Leave

#### 15.5.1 Paid Leave Entitlement

A full time employee is entitled to use up to 16 hours personal leave as bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death of a member of the employee's immediate family or household.

#### 15.5.2 Part time Employees

A part time employee is entitled to take two days, up to a maximum of 16 hours bereavement leave on the same basis as prescribed for full time employees in subclause 15.5.1 except that leave is only available where a part time employee would normally work on either or both of the two working days following the death.

## 15.5.3 Unpaid Bereavement Leave

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full time employee is entitled to take up to 16 hours unpaid leave, provided the requirements of clause 15.5.1 are met, and a part time employee is entitled to take up to two days unpaid leave, to a maximum of 16 hours, provided the requirements of clause 15.5.1 are met.

## 15.6 Carer's Leave

## 15.6.1 Paid Leave Entitlement

An employee is entitled to use up to 40 hours personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

## 15.6.2 Notice Required

- (i) When taking carer's leave the 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 possible 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 such absence.
- (ii) The notice must include:
- the name of the person requiring care and support and their relationship to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.
- (iii) The employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

## 15.6.3 Unpaid Carer's Leave

An employee may take unpaid carer's leave by agreement with the employer.

**RATIONALE AND STRUCTURE OF THE PERSONAL LEAVE PROVISIONS**

FIRST YEAR OF EMPLOYMENT		
AMOUNT OF LEAVE		
5 days sick leave	38 hours (i.e. 5 days x 7.6 hours) where a 7.6 hour day is worked	or 40 hours (i.e. 5 days x 8 hours or more are worked per day)
plus 2 days Bereavement Leave	16 hours	16 hours
Total 7 days Personal leave	54 hours Where a 7.6 hour day is worked	or 56 hours where 8 hours or more are worked per day

LIMITS ON THE VARIOUS TYPES OF PERSONAL LEAVE	
Maximum amount of Personal leave	54 hours or 56 hours

	(depending upon the hours of work arrangements in place)
Maximum amount of Sick leave	38 hours or 40 hours (depending upon the hours if work arrangements in place)
Maximum amount of Carer's leave	40 hours
Maximum amount of Bereavement leave	16 hours per occasion

SECOND & SUBSEQUENT YEARS OF EMPLOYMENT		
AMOUNT OF LEAVE		
8 days sick leave moving to 10days	60.8 hours (i.e. 8 days x 7.6 hours) where a 7.6 hour day is worked, moving to 76 hours after five years	or 64 hours (i.e. 8 days x 8 hours or more are worked per day), moving to 80 hours after five years
plus 2 days Bereavement Leave	16 hours	16 hours
Total 10 days Personal leave	76.8 hours Where a 7.6 hour day is worked	or 80 hours where 8 hours or more are worked per day

LIMITS ON THE VARIOUS TYPES OF PERSONAL LEAVE	
Maximum amount of Personal leave	76.8 hours or 80 hours (depending upon the hours of work arrangements in place)
Maximum amount of Sick leave	60.8 hours or 64 hours moving to 76 or 80 hours after five years (depending upon the hours if work arrangements in place)
Maximum amount of Carer's leave	40 hours
Maximum amount of Bereavement leave	16 hours per occasion

### 16. Parental Leave

Provisions of the *Industrial Relations Act 1996* (NSW) will apply.

### 17. Jury Service

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

### 18. Union Membership and Elected Delegates

18.1 Transfield Service shall support the union parties to this Agreement by way of providing union membership information and providing for payroll deductions of union dues as authorised by employees.

18.2 Accredited Union Delegate

An employee appointed Union Delegate/s (Shop Steward) shall, upon official notification to Transfield Services, be recognised as the accredited representative of the Union to which they belong. An accredited Union Delegate shall be allowed necessary time during working hours to interview a representative of Transfield Services on matters affecting employees they represent.

### 19. Trade Union Training

Union Delegate (Shop Steward) nominated by their Union to attend a union sponsored training course will be granted up to five days leave (per annum) of absence without loss of earnings provided that:

Transfield Services receives at least two weeks notice of the nomination from the Union setting out times, dates, content and venue for the course.

The employee concerned can be released from duty by Transfield Services for the period of the course, without affecting normal operations.

Further Leave may be granted subject to agreement between the Parties. The accredited delegate will be entitled to paid leave to attend Industrial Relations Commission hearings.

## **20. Clothing and Personal Protective Equipment**

- 20.1 It is a requirement that employees wear authorised Transfield Services issued clothing/uniform, and appropriate personal protective equipment including steel capped boots.
- 20.2 On engagement full time employees shall be issued with one pair of safety boots, four shirts, four trousers and one jacket
- 20.3 On an annual basis after twelve months continuous service, from 1 December 2004, the Company will move to a points system that will ensure an appropriate allocation of the clothing entitlement.
- 20.4 One winter jacket (For employment in the period 1 May - 1 September) will be provided every two years to employees. Where possible the jacket will be manufactured in Australia.
- 20.5 Employees who leave within the probationary period (8 weeks), shall reimburse the Company for clothing and personal protective equipment as per the letter of 'offer for employment'.
- 20.6 Clothing and footwear provided by Transfield Services shall be replaced by the Company on a fair wear and tear basis after approval from the appropriate Supervisor/Team Leader.
- 20.7 It is a condition of employment that clothing/uniforms provided by the Company to employees shall be worn at all times during working hours. Employees failing to comply with this requirement will be managed through a counselling and disciplinary process.
- 20.8 Records of type of clothing issued to employees will be maintained by the Company.

## **21. Superannuation**

- 21.1 Transfield Services shall contribute the statutory employer superannuation contribution to C Bus, EISS or other agreed and approved superannuation fund that complies with the *Superannuation Guarantee Charge Act* and Regulations on behalf of each eligible employee as defined in the regulations on a monthly basis.
- 21.2 The level of contributions will be in accordance with the levels prescribed by the act and varied from time to time.
- 21.3 Employees may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis to their nominated superannuation fund. To do so an employee is required to notify Transfield Services in writing and Transfield Services will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.
- 21.4 From 1 July 2005 a co-contribution arrangement for superannuation will be available at the election of the employee. From 1 July 2005 where an employee makes a 3% voluntary contribution, the Company will contribute an additional 1% making a total Company contribution of 10%. The arrangement thereafter from 1 July 2006 would be, at the employee's election, a further contribution of 1% (4% in

total), the Company would increase its contribution by 1% making a total Company contribution of 11%.

This co-contribution scheme will extend into the first year of the life to the subsequent agreement to replace this Award. That is, from 1 July 2007, by which the employee may elect to contribute a total of 5% in return for which the Company will contribute an additional 1% making a total company contribution of 12%.

The parties reserve their rights to bargain with respect to the issue of superannuation into the second and third years of the subsequent agreement commencing on and from 1 July 2007.

## **22. Income Protection Insurance**

Permanent employees of Transfield Services engaged pursuant to this Agreement shall be provided with income Protection insurance under the following terms and conditions.

A qualifying period of 14 days.

The insurance cover benefits payable will be applied for a maximum period of two years.

Transfield Services will contribute up to 1.4% of an employee's gross earnings to an income insurance plan, subject to the following:

- (i) In the event that the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Company's insurance premium.
- (ii) People accessing the insurance plan will agree to participate in the rehabilitation program, which includes assessment by the Company's nominated medical services provider and acceptance of that assessment.

## **23. Notice Boards**

Transfield Services shall provide notice boards of reasonable dimensions to be located in prominent positions at the site upon which accredited Union Representatives shall be permitted to post formal union notices signed or countersigned by the representative posting them.

Any notice posted on a board not so signed or countersigned may be removed by an accredited representative or Transfield Services.

## **24. Employment Security**

Security of Employment is important for improving working relationships, trust and co-operating with change. We do not want an environment where everyone is working in fear of losing their employment. We want an environment where people focus on doing jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security will only be achieved by successful business performance. Working together in implementing change and improvement will maximise security for everyone.

It is not the Company's intention to have any forced retrenchments during the life of this agreement.

While workplace change, new technologies and changes in operations will be ongoing, every opportunity will be taken to effect changes through voluntary means and natural attrition.

The parties agree that any changes in the area of employment shall be handled in the following manner:

Employees shall be offered other available positions where possible.

An employee's skills shall be further developed to improve flexibility.

Employee numbers shall be reduced if required by natural attrition.

Voluntary Retirement Schemes shall be used in preference to forced redundancies.

If the above steps do not resolve the situation, the Company shall enter into further discussions with the Union with a view of resolving the situation to the satisfaction of both parties.

Provided further that this clause will not apply to situations of loss or substantial change to contract scope.

### **25. Right of Entry**

An Officer of the union shall have the right to enter in accordance with the *Industrial Relations Act 1996* (NSW) as the Act stands at the date of certification of this Award.

### **26. Employee Entitlements**

Security of Employee Entitlements

The parties to this Award are committed to ensure that all the entitlements accruing to employees are secure.

Transfield Services has made available to the unions written advice from its Auditors confirming its financial status and its compliance with making adequate provision for employee entitlements. The company will also continue to provide the audited Financial Statements which confirms the adequacy of provision for employee entitlements. A group comprising of employee and management representatives will meet within one week of the Annual Report being released to consult on the financial position of the company.

### **27. Abandonment of Employment**

If an employee is absent from work for a continuous period of three working days without Company approval, and without notification to the Company, that employee shall be deemed to have abandoned their employment.

If after a period of two weeks from the last day of absence, the employee has not established a satisfactory reason for their absence and non-notification, the employee shall have their employment terminated.

### **28. Blood Donors**

The Company will promote blood donations to its employees. The Company shall also pursue ways employees may actually donate blood with minimal disruption to the Business.

### **29. Anti Discrimination and Harassment**

The parties to this Award will not tolerate discrimination and harassment in the workplace and seek to achieve the objective in section 3 (f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

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 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.

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.

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.

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

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

Section 56 (d) of the *Anti-Discrimination Act 1977* (NSW) 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."

### **30. Duress**

This Award has not been entered under duress by any of the Parties to the Award.

### **31. Transmission of Business**

Where transmission of business occurs and affects employees covered by this Award, the Parties shall by an exchange of letter/s enter into correspondence that clearly outlines the benefits and entitlements due to employees, and how such entitlements shall be managed. Matters to be covered may include such items as annual leave, personal leave, superannuation, sick leave and redundancy.

### **32. Work Outside Port Kembla Steelworks**

It is the intention of the business to enhance employment security by securing complementary work outside of BlueScope Steelworks. For work performed outside the scope of this Award the relevant terms and conditions of the appropriate State Award will apply.

### **33. Reserved Matters**

Parental Leave

Hours of Work

### **34. Dispute Avoidance Procedure**

The parties to this Award are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavours will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.

Any issue requiring resolution shall be dealt with in the following manner:

- (i) Where an employee(s) has an issue, which has not resolved in the normal course of business, they shall raise it with their Team Leader and both shall use their best endeavours to resolve it as quickly as possible.
- (ii) Where an issue is directly relevant to a work area, it shall be discussed and every endeavour made to resolve it within the appropriate team.
- (iii) Should the issue not be resolved as above within a sensible, mutually agreed timeframe, it shall be referred to and discussed with the Area Manager.
- (iv) If not resolved, any of the Parties may raise the issue with the Operations Manager for resolution.
- (v) If still unresolved, the matter may be referred to the relevant union, which will discuss the matter with the Company.
- (vi) Before the issue proceeds to the Industrial Relations Commission, the Company will ensure that its management and the union will ensure that its local union official has been involved in the process.
- (vii) If still unresolved, the matter may be referred to the Industrial Relations Commission, by either party, for conciliation and/or arbitration in accordance with due process

At levels (i) to (v) inclusive of the above, the employee(s) may choose to have an accredited union representative or another employee in attendance.

While the above process is being pursued, work shall continue as normal (without bans or limitations).

The Parties to this Agreement may raise an issue to a higher level in the process at any time. Levels (i) to (v) shall be completed within 7 (seven) working days.

J. P. GRAYSON *D.P.*

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Printed by the authority of the Industrial Registrar.

(511)

**SERIAL C3229**

## **NUT FOOD MAKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1666 of 2004)

Before Mr Deputy President Sams

1 July 2004

**REVIEWED AWARD**



1. Remember in clause 1, Arrangement, of the award published 15 February 2002 (331 I.G. 357), clause 31A Deduction of Union Membership Fees to read as clause 32 and renumber the existing clause 32, Area, Incidence and Duration to read as clause 33.

32. Deduction of Union Membership Fees  
33. Area, Incidence and Duration

2. Delete the words "*Occupational Health And Safety Act 1983*" appearing in subclause (iii), of clause 9, Utilisation of Skills, and insert in lieu thereof the following:

*Occupational Health And Safety Act 2000*

3. Delete clause 19, Personal Carer's/Family Leave, and insert in lieu thereof the following:

- (i) Use of Sick Leave -

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 18, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

(b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

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

(1) the employee being responsible for the care of the person concerned; and

(2) the person concerned being:

1. a spouse of the employee; or
2. a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
3. a child or an adult child (including an adopted child, a step-child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
4. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
5. a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:

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

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

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

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (ii) Unpaid Leave for Family Purpose -
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (c) of subclause (i) who is ill.
- (iii) Annual Leave -
- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime -
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (b) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (b), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off -
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.

- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union, which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
4. Delete subclauses (iii) and (v), of clause 20, Bereavement Leave, and insert in lieu thereof the following:
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 19, Personal Carer s/Family Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
  - (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 19. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
5. Delete the first paragraph of clause 25, Payment of Wages, and insert in lieu thereof the following:
- (i) All wages and overtime shall be paid, in the employer's time, not later than Friday in each week. Furthermore, such payment by the employer may be made by cheque or by the employer transferring the amount due into an individual employee's account at the bank of the employee's choice, in the following cases:
6. Delete subclause (i), of clause 26, First-aid and Safety, and insert in lieu thereof the following:
- (i) Adequate first-aid facilities shall be provided by the employer. (See Occupational Health and Safety Regulation 2001)
7. Renumber subclause referencing "(1)" and "(2)" appearing in clause 27, Grievance Procedures, to read as (i) and (ii) respectively.
8. Delete clause 28, Amenities, and insert in lieu hereof the following:

#### **28. Amenities**

The employer shall provide adequate dressing room, washing and toilet accommodation in accordance with the requirements of the Occupational Health and Safety Regulation 2001.

9. Delete clause 30, Redundancy, and insert in lieu thereof the following:

#### **30. Redundancy**

- (i) Application -
  - (a) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by clause 4, Rates of Pay.

- (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of paragraph (a) of subclause (iv) of this clause.
  - (c) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable employment.
  - (d) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change -
- (a) Employer's Duty to Notify -
    - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effect on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
    - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

paragraph (a) of subclause (ii), Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (1) of this paragraph and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purpose of the discussions the employer shall, as soon as is practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

- (a) Notice for Changes in Production, Program, Organisation or Structure - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause.

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

Period of Continuous Service	Period of Notice
Less than one year	1 week
One year and less than three years	2 weeks
Three years and less than five years	3 weeks
Five years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
  - (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice for Technological Change - This paragraph sets out the notice provision to be applied to terminations by the employer for reasons arising from technology in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause.
    - (1) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
    - (2) Payment in lieu of notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
    - (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
  - (c) Time Off During Notice Period -

- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) **Employee Leaving During the Notice Period** - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) **Statement of Employment** - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) **Notice to Centrelink (or relevant successor entity)** - Where a decision has been made to terminate employees, the employer shall notify Centrelink (or relevant successor entity) thereof as soon as possible, giving relevant information, including the number and categories of employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) **Centrelink Employment Separation Certificate** - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink (or relevant successor entity).
- (h) **Transfer to Lower-paid Duties** - Where an employee is transferred to lower-paid duties for reasons set out in subparagraph (1) of paragraph (a) of subclause (ii) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.
- (v) **Severance Pay** -
- (a) Where the employment of an employee is to be terminated pursuant to paragraph (a) of subclause (iv) of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service.
- (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than one year	Nil
One year and less than two years	4 weeks
Two years and less than three years	7 weeks
Three years and less than four years	10 weeks

Four years and less than five years	12 weeks
Five years and less than six years	14 weeks
Six years and over	16 weeks

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

Years of Service	45 Years of age and Over Entitlement
Less than one year	Nil
One year and less than two years	5 weeks
Two years and less than three years	8.75 weeks
Three years and less than four years	12.5 weeks
Four years and less than five years	15 weeks
Five years and less than six years	17.5 weeks
Six years and over	20 weeks

- (3) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.
- (b) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of this subclause.
- The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (a) will have on the employer.
- (c) Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) if the employer obtains acceptable alternative employment for an employee.
- (vi) Savings Clause - Nothing in this clause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy agreement, taken as a whole, between the union and any employer bound by this award.

10. Delete the second paragraph of subclause (iii), of clause 31, Superannuation, and insert in lieu thereof the following:

Notation: Employer contributions under relevant legislation are set at 9% from 1st July 2002

11. Delete clause 32, Area, Incidence and Duration and insert in lieu thereof the following:

### **33. Area, Incidence and Duration**

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Nut Food Makers, &c. (State) Award published 5 September 1997 (300 I.G. 1143) and all variations thereof, and the Nut Food Makers, &c., Superannuation (State) Award published 31 May 1991 (262 IG 1051).

It shall apply to all employees engaged in the manufacture of nut foods and accessories in the State, excluding the County of Yancowinna, within the jurisdiction of the Nut Food Makers, &c. (State) Industrial Committee.

The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 1 July 2004

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

P. J. SAMS *D.P.*

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(4244)

**SERIAL C3519**

**CHANEL (AUSTRALIA) PTY LTD (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5693 of 2003)

Before Commissioner Tabbaa

27 July 2004

**REVIEWED AWARD**

1. Delete subclause 1.1, of clause 1, Definition, of the award published 27 October 2000 (319 I.G. 833), and insert in lieu thereof the following:



- 1.1 "Parent Award" shall mean the Shop Employees (State) Award published 18 May 2001 (324 I.G. 935).
2. Delete clause 3, Relationship to Parent Award, and insert in lieu thereof the following:

### 3. Relationship to Parent Award

This award shall be read and construed in conjunction with the Shop Employees (State) Award (the parent award).

Provided that, where there is any inconsistency between the parent award and this award, this award shall prevail to the extent of any inconsistency. Where this award is silent on any matter, the parent award shall apply.

Notation: To be clear, all clauses in the parent award, including test case standard clauses, which are not dealt with by this award apply to employees covered by this award.

3. Insert at the end of clause 4, Term of Award 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 NSW on 28 April 1999 (310 I.G. 359) and take effect on and from 27 July 2004. This award remains in force until varied or rescinded, the period for which it was made already having expired.

4. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

Table 1 - Wages

Classification	Total Rate Per Calendar Month \$
Sales Assistant, Cashier	2,753.10
Assistant Manager	2,866.70

Table 2 - Allowances

Description	Amount Per Calendar Month \$
Meal allowance	19.40

I. TABBAA, Commissioner.

(465)

**SERIAL C3227**

**NUGAN QUALITY FOODS PTY LTD 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 1667 of 2004)

Before Mr Deputy President Sams

1 July 2004

**REVIEWED AWARD**

1. Delete clause 1, Arrangement, the award published 22 June 2001 (325 I.G. 701), and insert in lieu thereof the following:

**1. Arrangement**

## PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Anti-Discrimination and Harassment
3.	Rates of Pay
4.	Seasonal Casual Employment
5.	Casual and Seasonal Employment Generally
6.	Hours
7.	Overtime
8.	Holidays
9.	Annual Leave
10.	Long Service Leave
11.	Sick Leave
12.	Personal/Carer's Leave
13.	Bereavement Leave
14.	Terms of Employment
15.	Redundancy
16.	Payment of Wages
17.	Meal Allowance
18.	Morning and Afternoon Tea
19.	Dining/Rest Rooms and Lockers
20.	First-aid service
21.	Protective Clothing
22.	General Conditions
23.	Time Books and Inspection
24.	Job Representatives
25.	Mixed Functions
26.	Dispute Settling Procedure
27.	Superannuation
28.	Skills
29.	Consultation
30.	Flexibility
31.	Recognised Industrial Organisation of Employees
32.	Area, Incidence and Duration

## PART B

## MONETARY RATES

Table 1 - Total Wage Rates  
Table 2 - Other Rates and Allowances

2. Delete paragraph (b), of subclause (5), of clause 2, Anti-Discrimination, and insert in lieu thereof the following:
  - (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.”
3. Delete clause 5, Casual and Seasonal Employment Generally, and insert in lieu thereof the following:

### 5. Casual and Seasonal Employment Generally

The provisions of the following clauses in this award shall not apply to casual employees or seasonal casual employees: Clauses 8, Holidays, 11, Sick Leave, 12, Personal/Carer's Leave, 13, Bereavement Leave, and clause 15, Redundancy.

4. Delete the word "company" wherever appearing in the award, and insert in lieu thereof the following:  
  
Company
5. Delete subparagraphs (a) and (b), of subclause (1), of clause 6, Hours, and insert in lieu thereof the following:
  - (i) An employee shall accrue one rostered day off per month.
  - (ii) The Nugan Quality Foods Pty Ltd shall have the right to nominate when an employee shall take a rostered day off. Nugan Quality Foods Pty Ltd can exercise this right on seven occasions during each calendar year. Nugan Quality Foods Pty Ltd must provide an employee with at least twelve hours notice of any requirement to take a rostered day off. An employee shall have the right to take the remainder of his or her rostered days off at a time of his or her choosing, provided that the date chosen by the employee is suitable to Nugan Quality Foods Pty Ltd. This may include an employee accruing rostered days off for the purposes of taking them in a block either before or after a period of annual leave. The number of rostered days off accrued by an employees at any one time shall not exceed five.
6. Delete the words "Structural Efficiency" wherever appearing in clause 6, Hours, and insert in lieu thereof the following:  
  
Consultation
7. Delete paragraph (b), of subclause (12), of clause 7, Overtime, and insert in lieu thereof the following:
  - (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.
8. Delete subparagraph (1), of paragraph (c), of subclause (12), of clause 7, Overtime, and insert in lieu thereof the following:
  - (1) any risk to employee health and safety;
9. Delete paragraphs (a), (c) and (d) of subclause (4), of clause 12, Personal/Carer's Leave, and insert in lieu thereof the following:
  - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
  - (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 twelve (12) month period or on termination.
  - (d) Where no election is made in accordance with paragraph (a) of this subclause, the employee shall be paid overtime rates in accordance with the award.
10. Delete subclause (2), of clause 13, Bereavement Leave, and insert in lieu thereof the following:

- (2) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will if required by the employer provide to the satisfaction of the employer proof of death.
11. Delete the word "Application" appearing in the first subclause of clause 15, Redundancy, and insert in lieu thereof the following:
- (1) Application
12. Delete the number "(1)" appearing in subparagraph (ii), of paragraph (b), of subclause (2), of clause 15, Redundancy, and insert in lieu thereof the following:
- (a)
13. Delete the words "(a) of this paragraph" appearing in subparagraph (ii), of paragraph (c), of subclause (2), of clause 15, Redundancy, and insert in lieu thereof the following:
- (i) of this paragraph (c)
14. Delete paragraph (a), of subclause (3), of clause 15, Redundancy, and insert in lieu thereof the following:
- (a) Notice for changes in production, programme, organisation or structure - This paragraph sets out the notice provisions to be applied to terminations by the company for reasons arising from production, programme, organisation or structure, in accordance with paragraph (a) of subclause (2) of this clause.
15. Delete the number "(1)" appearing in paragraph (h), of subclause (3), of clause 15, Redundancy, and insert in lieu thereof the following:
- (2)
16. Renumber paragraph (1), of subclause (4), of clause 15, Redundancy, to read as (a).
17. Delete the word "weeks" appearing in subparagraphs (i) and (ii), of paragraph (a), of subclause (4), of clause 15, Redundancy, and insert in lieu thereof the following:
- weeks' pay
18. Delete the word "Week's" appearing in subparagraph (iii), of paragraph (a), of subclause (4), of clause 15, Redundancy, and insert in lieu thereof the following:
- weeks
19. Delete clause 23, Time Books and Inspection, and insert in lieu thereof the following:

### **23. Time Books and Inspection**

See Part 7 of Chapter 5 of the *Industrial Relations Act 1996*.

20. Delete subclause (3), of clause 28 Skills, and insert in lieu thereof the following:
- (3) Any direction issued by an employer pursuant to subclauses (1) and (2) of this clause shall be consistent with the responsibility to provide a safe and healthy working environment.
21. Delete subclauses (2) and (3), of clause 29, Consultation, and insert in lieu thereof the following:

- (2) The employer, the employees and The Australian Workers' Union, shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of the operation to achieve the aims outlined in subclause (1) of this clause.
- (3) Any disputes arising in relation to the implementation of subclause (2) of this clause shall be subject to the provisions of clause 26, Dispute Settling Procedure.
22. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 1 July 2004

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

P. J. SAMS *D.P.*

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(065)

**SERIAL C3419**

**SUPERVISORS, BREWERIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Association of Foremen & Supervisors, industrial organisation of employees.

(No. IRC 6264 of 2004)

Before Commissioner Macdonald

19 November 2004

**VARIATION**

1. Delete subclause (iv), of clause 4, Overtime of the award published 21 December 2001 (330 I.G. 528), and insert in lieu thereof the following:

(iv) An employee required to work beyond one hour after usual finishing time of work shall be paid a meal allowance of \$5.45 and \$5.45 after each subsequent four hours.

2. Delete clause 6, Salaries ,insert in lieu thereof the following:

**6. Salaries**

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

Unqualified Supervisor	Minimum Rate Per Week \$
1st year of appointment	607.75
2nd year of appointment	623.50
3rd year of appointment	646.65
4th year of appointment	672.65
5th year of appointment	701.50
6th year of appointment	730.45
7th year of appointment	762.25
8th year of appointment	789.10
Thereafter	798.35
Qualified Supervisor	
1st year of appointment	661.35
2nd year of appointment	704.40
3rd year of appointment	747.80
4th year of appointment	774.65
5th year of appointment	818.35
Thereafter	861.55
Senior Supervisor	890.45

3. Delete subclause (i) of clause 10, Shift Allowance and insert in lieu thereof the following:
- (i) An amount of \$10.35 per shift shall be paid to day work employees who are required to stand in on shift during emergencies.
4. This variation shall take effect from the first full pay period to commence on or after 25 November 2004.

A. W. MACDONALD, Commissioner.

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(1316)

**SERIAL C3480**

**SCHOOL SUPPORT STAFF (CATHOLIC INDEPENDENT SCHOOLS)  
(STATE) AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 6388 of 2004)



Before Commissioner Cambridge

17 November 2004

**VARIATION**

1. Delete subclause (x), of clause 6, Wages, of the award published 31 May 2002 (333 I.G. 1095), and insert in lieu thereof the following:

(x) State Wage Case Adjustments

The rates of pay in this Award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B Monetary Rates, and insert in lieu thereof the following:

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

Level	Annual Salary From the first full pay period on or after 1 November 2004 \$ pa
1	35,715
2	38,447
3	41,052
4	43,655
5	45,904
6	48,060

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	From 1 October 2004 \$
1	24	Overtime/Meal Allowance	10.26
2	25.1	First-Aid Allowance	12.89 per week 2.58 per day
3	25.2	Medication Allowance	6.46 per week 1.29 per day
4	26(iii)	Own Car Allowance For a Vehicle 1500cc or under For a Vehicle over 1500cc	87.45 per week 108.10 per week
5	26(iv)	Own Car Allowance for use on a casual or incidental basis	0.56 per km
6	27(iii)(a)	Laundry Allowance	6.10 per week

Note: Items 1,4,5 and 6 to be adjusted for CPI increases. (Current adjustment to June Quarter 2004)

3. This Variation to take effect from 1 November 2004.

I. W. CAMBRIDGE, Commissioner.

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(071)

**SERIAL C3452**

**BUTCHERS RETAIL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australasian Meat Industry Employees Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 6133 of 2004)

Before Commissioner Ritchie

23 November 2004

**VARIATION**

1. Delete subclauses (a) and (b) of clause 8, Wages, of the award published 11 August 2000 (317 I.G. 808), and insert in lieu the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
- (b) award wage increases since 29 May, 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B Monetary Rates, and inset in lieu thereof the following:

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

Level	Classification	SWC 2004 Rate \$
	Effective from the first full pay to commence on or after 3rd February 2005	
	Division A - Retail Butcher Shops	
7	General Butcher in Charge	585.80
6	General Butcher (incl. Employee slaughtering)	561.20
6	Smallgoods maker Butcher's Shop	561.20
5	Boner	521.30
4	Salesperson	510.00
4	Scalder and/or cooker	510.00
3	Salter and/or Pickle-Pumper (Arterial or Stab)	495.20
2	Order person	487.85
2	All others	487.85
1	New employee on 3 month probation	467.40
	Division B - Drivers	
	Driver of motor vehicles	
4	(a) Not exceeding 1,279kg capacity	510.00
4	(b) Exceeding 1,270kg but not exceeding 3 tonnes capacity	510.00
4	(c) Exceeding 3 tonnes capacity but under 5 tonnes capacity	510.00
	(d) for each complete tonne over 5 tonnes (p.w.)	1.66
	(e) (not being a tractor) drawing trailer (p.d.extra)	1.20
4	(f) Refrigerated Van	510.00
	Division C - Boning and/or Pre-packing Area, Room or Factory	
6	General Butcher	561.20
5	Boner	521.30
4	Slicer	510.00
2	Labourer associated with boning and slicing activities	487.85
4	Sawyer	510.00
3	Trimmer	495.20
3	Employee using knives for cleaning or preparing met immediately prior to packing	495.20

2	Chiller-room hand	487.85
2	Strapping or wiring machine operator or vacuum machine operator	487.85
2	Employee wrapping, weighing, pricing, packaging or packing uncooked meat	487.85
2	Employee operating wizzard knives	487.85
2	All others	487.85
	Division D - Clerks and Cashiers.	
3	Clerk and/or Cashier	495.20
	Division E - Apprentices	
	The wage rates for apprentices on probation shall be as follows	
	Year of Apprenticeship	
	1st Year - 50% of Level 6	280.60
	2nd Year - 65% of Level 6	364.80
	3rd Year - 85% of Level 6	477.00
	4th Year - 95% of Level 6	533.10
	and thereafter not less than the minimum rates for tradespersons in the section of trade to which the apprentice was indentured.	

**Table 2 - Other Rates and Allowances**

Item No.	Description	Amount \$
1	Meal Money	9.13
2	Leading Hand Allowance:	
	(a) 3 - 10 employees	8.81
	(b) 10 or more employees	13.13
3	Division 'C' employees	
	Temperature Range:	
	(a) Below 0 c but not below -16 c	0.37
	(b) Below -16 c but not below -20.5 c	0.91
	(c) Below -25 c	1.23
	(Note: These rates are not cumulative)	

4	All Other employees	
	Temperature Range:	
	(a) Below 0 c but not below -16 c	0.37
	(b) Below -16 c but not below -20.5 c	0.91
	(c) Below -25 c	1.23
	(Note: These rates are not cumulative)	
5	Protective Clothing Allowance	3.65

3. This variation shall come into effect from the first full pay period on or after 3 February, 2005.

D. W. RITCHIE, Commissioner.

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(283)

**SERIAL C3479**

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 5047 of 2003)

**VARIATION**

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

## 5.1.1

## (c) Schedule of Rates of Pay

Wage Group	Base Rate Per Week \$	Suppl. Payment per Week \$	SWC Adjustments \$	Weekly Award Rate \$	Hourly Rate \$
Level C14	284.80	40.60	142.00	467.40	12.30
Level C13	299.50	42.60	142.00	484.10	12.74
Level C12	319.20	45.40	142.00	506.60	13.33
Level C11	337.40	48.10	142.00	527.50	13.88
Level C10	365.20	52.00	144.00	561.20	14.77
Level C9	383.50	54.60	144.00	582.10	15.32
Level C8	401.70	57.20	144.00	602.90	15.87
Level C7	420.00	59.80	142.00	621.80	16.36
Level C6	456.50	65.00	142.00	663.50	17.46
Level C5	474.80	67.60	142.00	684.40	18.01
Level C4	493.00	70.20	142.00	705.20	18.56
Level C3	529.50	75.40	142.00	746.90	19.66
Level C2 (a)	547.80	78.00	142.00	767.80	20.21
Level C2 (b)	584.30	83.20	138.00	805.50	21.20
Level C1 (a)	657.40	93.60	138.00	889.00	23.39
Level C1 (b)	766.90	109.20	138.00	1014.10	26.69

## 5.1.1

## (e) State Wage Case Adjustments

The rates of pay in this Award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

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

Column 1	Column 2	Column 3	Column 4
4 year terms apprenticeship	Percentage of C10 Weekly Rate	Total Rate per week \$	Hourly Rate \$
First year	42	235.70	6.20
Second year	55	308.65	8.12
Third year	75	420.90	11.08
Fourth year	88	493.85	13.00

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

#### 5.4 Junior Tracer Rates of Pay

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

Column 1 Years of Age	Column 2 Percentage of C12 Weekly Rate %	Column 3 Total Rate per week \$
16 years of age and under	54	273.55
At 17 years of age	59	289.90
At 18 years of age	67	339.40
At 19 years of age	76	385.00
At 20 years of age	83	420.45

4. Delete the first paragraph appearing in subclause 5.7.2, Application of Technical Computing Allowance, of clause 5.7 Allowances and Special Rates, and insert in lieu thereof the following:

An allowance of \$28.50 shall be paid to any employee who is required to use technical computing equipment (as defined) to perform work of a complex nature. Work of a complex nature includes:

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

##### 5.7.3 Checking Work Allowance

A draughtsmen employed for the greater part of his/her time in checking the work of other draughtsmen shall be paid \$18.75 per week in addition to the rate to which he/she otherwise is entitled under this award.

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

##### 6.5.11 Meal Allowance

An employee required to work beyond two hours after the usual finishing time of work shall be paid a meal allowance of \$9.40 for the first and each subsequent meal, or be provided with an adequate meal where the employer has his/her own cooking and dining facilities.

7. This variation shall take effect from the beginning of the first pay period to commence on or after 22 September 2004.

B. W. O'NEILL, Commissioner.

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(714)

**SERIAL C3518**

**CHARITABLE SECTOR, AGED AND DISABILITY CARE SERVICES  
(STATE) AWARD 2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6612 of 2004)



Before Commissioner Bishop

26 November 2004

**VARIATION**

1. Delete clause 5, Wages, of the award published 7 May 2004 (344 I.G. 331) and insert in lieu thereof the following:
  5. Wages
    - (i) Employees shall be paid not less than the rates for the appropriate classification set out in Part B, Monetary Rates, of this award.
    - (ii) Nothing in this award shall be deemed or construed to reduce the wages, conditions or allowances of any employee below that level accorded him/her prior to the date of operation of this award.
    - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
      - (a) any equivalent over-award payments; and/or
      - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustment.
2. Delete Table 1 - Rates of Pay, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Rates of Pay**

Classifications	Current Rate \$/week	SWC 2004 Adjustment \$/week	Wage Rate as from 3.12.04 \$/week
Care Service Employees			
New Entrant Grade 1 Junior	437.10	3.5%	452.40
Grade 1	511.70	19.00	530.70
Grade 2	525.70	19.00	544.70
Grade 3	558.70	19.00	577.70
Grade 4	588.00	19.00	607.00
Grade 5 from	626.90	19.00	645.90
to	1,034.90	19.00	1,053.90

Note 1: Employees classified and paid as Recreational Activities Officers as at 10 November 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

Note 2: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.			
Maintenance Supervisors -			
Maintenance Supervisor (Otherwise)	608.70	19.00	627.70
Maintenance Supervisor (Otherwise)			
- in charge of staff	622.70	19.00	641.70
Maintenance Supervisor (Tradesperson)	663.30	19.00	682.30
Catering Officer			
Trainee Catering Officer -			
1 <sup>st</sup> year	534.30	19.00	553.30

2nd year	544.70	19.00	563.70
3 <sup>rd</sup> year	556.50	19.00	575.50
Assistant Catering Officer -			
80-120 beds	562.20	19.00	581.20
120-300 beds	601.30	19.00	620.30
300-500 beds	647.80	19.00	666.80
500-1000 beds	666.20	19.00	685.20
Catering Officer -			
80-120 beds	629.50	19.00	648.50
120-200 beds	647.80	19.00	666.80
200-300 beds	666.20	19.00	685.20
300-500 beds	701.20	19.00	720.20
500-1000 beds	759.90	19.00	778.90
Diversional Therapist			
1 <sup>st</sup> year of experience	537.40	19.00	556.40
2nd year of experience	566.00	19.00	585.00
3 <sup>rd</sup> year of experience	594.20	19.00	613.20
4 <sup>th</sup> year of experience	622.40	19.00	641.40
5 <sup>th</sup> year of experience and thereafter	649.50	19.00	668.50
Apprentices			
Apprentice Cook -			
1 <sup>st</sup> year	335.20	60% of CSE3	346.60
2nd year	460.90	82.5% of CSE3	476.60
3 <sup>rd</sup> year	516.80	92.5% of CSE3	534.40
Apprentice Gardener -			
1 <sup>st</sup> year	279.40	50% of CSE3	288.90
2nd year	335.20	60% of CSE3	346.60
3 <sup>rd</sup> year	447.00	80% of CSE3	462.20
4 <sup>th</sup> year	502.80	90% of CSE3	519.90
Homecare Employees			
Homecare Employee -			
Grade 1	515.00	19.00	534.00
Grade 2	542.10	19.00	561.10
Grade 3	582.20	19.00	601.20
Live-in Housekeeper -			
Grade 1	669.60	19.00	688.60
Grade 2	759.10	19.00	778.10
Grade 3	903.80	19.00	922.80
Clerical & Administrative Employees			
Juniors -			
At 16 years of age and under	279.00	3.5%	288.80
At 17 years of age	316.40	3.5%	327.50
At 18 years of age	362.90	3.5%	375.60
At 19 years of age	408.80	3.5%	423.10
At 20 years of age	450.60	3.5%	466.40

Adults -			
Grade 1	555.30	19.00	574.30
Grade 2	590.50	19.00	609.50
Grade 3	627.30	19.00	646.30
Grade 4	656.90	19.00	675.90
Grade 5	688.20	19.00	707.20

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 3 December 2003 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 3 December 2003 shall have the difference between that grade and the new agreed grade preserved whilst employed in a clerical position

with their current employer.

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

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description		Amount from 3.12.04 \$
1	7(xi)(c)	Broken Shift	Per shift	6.75
2	9(iii)(a)	Overtime - Breakfast	Per meal	10.19
3	9(iii)(b)	Overtime - Luncheon	Per meal	13.17
4	9(iii)(c)	Overtime - Evening Meal	Per meal	19.30
5	10(iii)(b)	Overtime - recall use of own vehicle	Per klm	0.28
6	10(iii)(c)	On Call Allowance	Per day (24 hrs)	10.90
7	14(i)	Climatic & Isolation Allowance	Pro rata	4.38
8	14(ii)	Climatic & Isolation Allowance	Pro rata	8.26
9	17(i)(a)	Cleaning/Scraping Work - confined space	Per hour	0.41
10	17(i)(b)	Cleaning/Scraping Work - boiler/flue	Per hour	0.66
11	17(iii)	Linen Handling - nauseous nature	Per hour	0.19
12	17(v)	Use of own vehicle **	Per klm	0.536
13	17(ix)	Laundry and Dry Cleaning Certificate Allowance	Pro rata	7.27
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	Pro rata	17.88
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	Pro rata	25.55
16	28(ii)	Leading Hand Allowance - in charge 11-15 employees	Pro rata	32.27
17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	Pro rata	39.43
18	30(i)(c)	Uniform Allowance	Pro rata	5.21
19	30(i)(d)	Special Type Shoes Allowance	Pro rata	1.62
20	30(i)(e)	Cardigan or Jumper Allowance	Pro rata	1.56
21	30(i)(f)	Laundry Allowance - Uniform	Pro rata	4.34
22	31(ii)(d)	Sleepover Allowance	Per shift	33.30
23	41(vi)	Apprentice - TAFE Examination Allowance	Per week	1.56

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

E. A. R. BISHOP, Commissioner.

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(519)

**SERIAL C3510**

**PASTORAL EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 6541 of 2003)

Commissioner Macdonald

21 December 2004

**VARIATION**

1. Delete subclause (a) of clause 74, Safety Net and State Wage Case Commitments, of the award published 26 October 2001 (328 I.G. 1188) and insert in lieu thereof the following:
  - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
    - (i) any equivalent over-award payments; and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay**

Clause No.	Rates for Shearers	Rate \$
10(a)(i)	If "not found": For flock sheep (wethers, ewes and lambs) by machine With own handpiece	196.45 per 100 199.73 per 100
10(a)(viii)	If "found": The rates prescribed for "not found" in paragraph 10(a)(i), less	19.10 per day
10(a)(ix)	Engagement by the day, handpiece provided: "Not found" "Found" If using own handpiece: "Not found" "Found"	146.80 per day 127.70 per day  149.10 per day 130.00 per day

Clause No.	Rates for Crutching	Rate per 100 at sheds \$	Rate per 100 other than at sheds \$
11(a)	If "not found": Full crutching, that is, shearing the inside and parts of the legs, between the legs, and around and above the tail. In addition, when required: Removing wool that has been struck by blowfly; and/or Lifting the bottom leg and shearing that leg prior to turning sheep to complete the shearing around and above the tail; and/or Giving up to two blows above the tail	57.00	49.10

	All other crutching	45.20	39.30
	For wiggling or ringing	21.60	21.60
	For either wiggling or ringing in addition to crutching - crutching rates plus	5.90	5.90
	For wiggling and ringing	35.40	35.40
	For either wiggling or ringing in addition to crutching - crutching rates plus	9.80	9.80
	For clearing the belly of any ewe above the teats (not more than two blows of the machine or shears) - crutching rates plus	4.90	4.90
	For rams and ram stags - double the rates prescribed in paragraphs 10(a)(i) to (vi)		
	Handpiece allowance	1.09 per 100	1.09 per 100
	For stud ewes and their lambs - one and one quarter of the rates prescribed in paragraphs 10(a)(i) to (vi)		
11(b)	If "not found": Piecework rates	146.80	146.80
	Use of own handpiece	149.10	149.10
11(c)	If "found": The rates as per piecework rates above, less	19.10 per day	19.10 per day

Clause No.	Rates for Shed Hands	Rate per run \$
12	If "not found": Adults - For adults with 65 days' or more experience as a shed hand For adults with less than 65 days' experience as a shed hand Juniors - 18 to 20 years: With 65 work days' or more experience as a shed hand With less than 65 work days' experience as a shed hand Under 18 years: With 65 work days' experience as a shed hand With less than 65 work days' experience as a shed hand If "found": The rates prescribed for adults for "not found", less	  38.80 37.30   34.90 33.55  27.15 26.10  19.10

Clause No.	Rates for Woolpressers	Rate per kilo \$	Rate per bale \$
13(a)(i)	If "not found": For pressing - By hand By power	 0.0822 0.0548	 12.53 8.35
13(a)(ii)	For weighing and branding bales Minimum weekly rate (per run x no. of runs)	0.25 per bale extra 40.31 per run	
13(a)(v)	If "found": The rates prescribed for "not found" in subparagraph 13(a)(i)(ii), less	19.10 per day	
13(c)	Woolpressers engaged at timework rates: If "not found"	40.31 per run	

	If "found" - the rate prescribed for "not found", less	19.10 per run
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Clause No.	Rates for Shearing Cooks	Rate per week \$
14(a)	If "found": Cooking for up to 13 persons Cooking for 13 persons and over	170.06 per day 13.08 per person per day

Clause No.	Rates for Station Hands	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
50(a)(i)(1)	Without keep - Station Hand Grade 1	448.40	19.00	467.40
50(a)(i)(2)	General Station Hand Grade 2	473.40	19.00	492.40
50(a)(i)(3)	Senior Station Hand Grade 3	498.50	19.00	517.50
50(a)(i)(4)	Rural Tradesperson	542.40	19.00	561.40
50(a)(iii)	Adult Station Hand engaged by the day: Without keep With keep - the weekly rates prescribed above, less		79.50	13.62 per hour 82.30

Clause No.	Rates for Station Cooks	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
50(b)	Cook who cooks for 13 persons or less on the average of the week	448.40	19.00	467.40

The cook shall not be included when counting the average number of persons cooked for.

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	18(d)	Learner's combs/cutters allowance	8.05 per week
2	22(a)(ii)	Sleeping quarters allowance	30.80 per night
3	22(a)(ii)	Excess travelling time allowance	10.95 per hour
4	22(b)(i)	Travelling allowance (shearers/crutchers only)	8.25 per day
5	22(b)(ii)	Vehicle allowance	0.25 per km
6	23(d)(i) and 54(c)	Meat charge (if supplied by the employer)	0.38 per kg
7	26(a)	Breakdown of machinery allowance: "Not found" "Found"	118.15 per day 98.65 per day

		With own handpiece: "Not found"	120.15
		"Found"	100.65
8	31(e)	Charge for injured sheep	1.37 per sheep
9	37(g)	Leaving forfeiture - maximum	899.63
10	39(g)	Excess rate for waiting time - leaving or discharge	116.60 per day
11	39(h)	Excess rate for waiting time - cut-out	116.60 per day
12	52(a)	Own horse allowance	1.95 per week
13	52(a)	Own saddle allowance	1.55 per week
14	52(c)	Jetting/spraying/swabbing sheep	0.90 per day
15	62	Meal allowance - travelling	0.84 per day
16	62	Accommodation allowance - travelling	2.55 per night

3. Delete Schedule B, Formulae, and insert in lieu thereof the following:

## SCHEDULE B

### FORMULAE

#### Shearer's Formula

	Amount \$
Total rate	496.20
Plus 20% piecework allowance - total rate x 20%	99.24
Plus 20% casual loading - total rate x 20%	99.24
Plus shearing industry allowance	215.50
- delays for wet weather	39.55
- travelling	61.60
- isolation and discomfort	76.20
- rations	38.15
Total	910.18
Rates per 100 conversion - total divided by 5	182.05
Plus disability allowance	1.40
Plus allowance for combs/cutters	13.00
Total Rate per 100	196.45
Plus payment for handpiece	3.28
Total	199.73

#### Crutching Rates

	Amount \$
Full crutching at sheds - 29% of shearer's per 100 rate	57.00
All other crutching at sheds - 23% of shearers per 100 rate	45.20
Full crutching other than at sheds - 25% of shearer's per 100 rate	49.10
All other crutching other than at sheds - 20% of shearer's per 100 rate	39.30
Wigging or ringing - 11% of shearer's per 100 rate	21.60
Wigging or ringing in addition - 3% of shearer's per 100 rate	5.90
Wigging and ringing - 18% of shearer's per 100 rate	35.40
Wigging and ringing in addition - 5% of shearer's per 100 rate	9.80
Cleaning bellies, etc. - 2.5% of shearer's per 100 rate	4.90
Lack of amenities allowance (per day)	6.35
Handpiece allowance (per 100)	1.09

Handpiece provided:	
"Not found" - old daily rate x shearer's rate per 100 divided by old shearer's rate per 100	146.80 per day
"Found" - "not found", less found deduction	127.70 per day
Handpiece not provided:	
"Not found" - old daily rate x shearer's rate per 100 divided by old shearer's rate per 100	149.10 per day
"Found" - "not found" rate, less found deduction	130.00 per day

#### Learners

	Amount \$
Inexperienced adult shed hand rate	37.30 per run



Experienced adult shed hand rate	38.80 per run
Combs and cutters allowance - 62.25% of shearer's combs and cutters allowance per 100	8.10 per week

#### Shearing Cook's Formula

	Amount \$
Base rate	490.14
Safety net adjustment	19.00
Total rate	509.14
Plus 20% casual loading - total rate x 20%	101.83
Plus 20% long hours allowance - total rate x 20	101.83
Plus shearing industry allowance	137.50
Travelling	61.40
Isolation/discomfort	76.10
Total	850.30
Daily rate - total divided by 5	170.06
Per employee per day rate - daily rate divided by 13	13.08

#### Shed Hands (Adult) Formula

	Amount \$
With less than 65 work days' experience:	
Base rate	423.38
Safety net adjustment	19.00
Total rate	442.38
Plus 20% casual loading - new base wage rate x 20%	88.48
Plus shearing industry allowance	215.20
- delays for wet weather	39.40
- travelling	61.50
- isolation/discomfort	76.20
- rations	38.10
Total	746.06
Per run - total divided by 20	37.30
With more than 65 work days' experience:	
Base rate	448.42
Safety net adjustment	19.00
Total rate	467.42
Plus 20% casual loading - new base wage rate x 20%	93.48
Plus shearing industry allowance	215.20
- delays for wet weather	39.40
- travelling	61.50
- isolation/discomfort	76.20
- rations	38.10
Total	776.10
Per run - total divided by 20	38.80

#### Juniors

	Amount \$
18-20 years:	
With 65 work days' or more experience as shed hand - 90% of equivalent adult rate	34.90
With less than 65 work days' experience as a shed hand - 90% of equivalent adult rate	33.55

Under 18 years:	
With 65 work days' or more experience as shed hand - 70% of equivalent rate	27.15
With less than 65 work days' experience as a shed hand - 70% of equivalent adult rate	26.10

### Woolpresser's Formula

	Amount Piecework \$	Amount Timework \$
Base rate	453.80	473.45
Safety net adjustment	19.00	19.00
Total	472.80	492.45
Plus 20% piecework allowance- total rate x 20%	94.56	98.49
Plus 20% casual loading - total rate x 20%	94.56	
Plus shearing industry allowance	215.20	215.20
- delays for wet weather	39.40	39.40
- travelling	61.50	61.50
- isolation/discomfort	76.20	76.20
- rations	38.10	38.10
Total per week	877.12	806.14
Per run - total divided by 20	43.86	40.31
- by hand - per bale - total divided by 70	12.53	
- by hand - per kilo - rate divided by 152.4	0.0822	
- by power - per bale - by hand per bale rate x 2/3	8.35	
- by power - per kilo - rate divided by 152.4	0.0548	

### Additional Rates

	Amount per day \$
Found deduction - cooks per employee per day rate plus \$6.00 per rations	19.10
Breakdown allowance - old rate x shearer's rate per 100 divided by old shearer's rate per 100:	
"Not found" -	
Handpiece provided	118.15
Handpiece not provided	120.15
"Found" -	
Handpiece provided	98.65
Handpiece not provided	100.65
Waiting time - old rate x shearer's rate per 100 divided by old shearer's rate per 100	118.15
Absence from work - shearer's weekly wage equivalent (rate per 100 x 5)	982.25

4. Delete Schedule C and insert in lieu thereof the following:

### SCHEDULE C

#### ECONOMIC INCAPACITY

- (1) Employers listed in this Schedule have been granted a postponement in the payment of wages and allowance increases flowing from the State Wage Case 2004 Decision in respect of employees engaged pursuant to Section II - Station Hands, of the award due to adverse economic circumstances as a consequence of drought. The list can be added to or subtracted from at any time subject to a ruling of the Industrial Relations Commission of New South Wales. The postponement commences from the date the application is approved until 1 August 2005 subject to the capacity to make a further application at that time.

- (2) Applications will be dealt with by the Industrial Relations Commission of New South Wales in accordance with the process outlined in the decision of Vice President Ross of the Australian Industrial Relations Commission in PR 940769 (19 November 2003) on the proviso that any reference in that decision to industrial tribunals, industrial provisions or principles in the jurisdiction of the Commonwealth of Australia shall be read as referring, where practicable, to its State counterpart in New South Wales.
- (3) The wages to be paid by the employers listed in the Schedule relate to Section II - Station Hand employees. The following wage rates and allowances correspond to the relevant clauses in this award:

Clause No.	Rate \$
50(a)(i)(1)	448.40
50(a)(i)(2)	473.40
50(a)(i)(3)	498.50
50(a)(i)(4)	542.40
50(a)(i)	79.50
50(b)	448.40
52(a)	1.90 and 1.50 respectively
52(c)	0.85
62	0.81 and 2.55 respectively

- (4) The Commission has approved the application to postpone wage and allowance increases in accordance with clauses 1 and 2 of this Schedule to the following employers:

Employer Name	Employer Address	Operative Date
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5. This variation shall take effect from the beginning of the first full pay period to commence on or after 31 December 2004.

A. W. MACDONALD, Commissioner.

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(722)

**SERIAL C3506**

## **HEALTH EMPLOYEES CONDITIONS OF EMPLOYMENT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3354 of 2002)

Before Commissioner McLeay

9 December 2004

**VARIATION**

1. Delete subclause (i) of clause 3, Hours, of the award published 6 November 1998 (307 I.G. 88) and insert in lieu thereof the following:
  - (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
    - (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
2. Delete subclause (i) of clause 9, Overtime, and insert in lieu thereof the following:
  - (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
3. Delete subclause (i) of clause 10, On Call, and insert in lieu thereof the following:
  - (i) The payment of an allowance under the provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
4. This variation will take effect from the beginning of the first pay period to commence on or after 9 December 2004.

J. McLEAY, Commissioner.

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(722)

**SERIAL C3498**

**HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE)  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 2966 of 2002)

Before Commissioner McLeay

23 November 2004

**VARIATION**

1. Insert after clause 47, No Extra Claims, of the Arrangement of the award published 6 November 1998 (307 I.G. 88) the following new clause:

48. Induction and Orientation

2. Insert after clause 47, No Extra Claims, the following new clause:

**48. Induction and Orientation**

The Corporation agrees that Orientation/Induction shall be provided to all employees covered by this award. The Corporation further agrees that the Union shall have up to one half-hour made available for a presentation on the role of the Union in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the Union's presentation and associated literature will also be included.

3. This variation will take effect from 23 November 2004.

J. McLEAY, Commissioner.

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(532)

**SERIAL C3501**

**PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF)  
CONDITIONS OF EMPLOYMENT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 2965 of 2002)

Before Commissioner McLeay

23 November 2004

**VARIATION**

1. Insert after clause 38, Area, Incidence and Duration, of the Arrangement of the award published 18 January 2002 (330 I.G. 908) the following new clause:

39. Induction and Orientation

2. Insert after clause 38, Area, Incidence and Duration, the following new clause:

**39. Induction and Orientation**

The Corporation agrees that Orientation/Induction shall be provided to all employees covered by this award. The Corporation further agrees that the Union shall have up to one half-hour made available for a presentation on the role of the Union in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the Union's presentation and associated literature will also be included.

3. This variation will take effect from 23 November 2004.

J. McLEAY, Commissioner.

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(1400)

**SERIAL C3489**

**BORAL RESOURCES (NSW) PTY LIMITED EMU PLAINS  
QUARRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1626 of 2004)

Before Mr Deputy President Sams

15 December 2004

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Boral Resources (NSW) Pty Limited Emu Plains Quarry Award published 3 September 1999 (310 I.G. 802) as varied, be rescinded on and from 15 December 2004.

P. J. SAMS *D.P.*

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**SERIAL C3547**

**NURSES' AIR AMBULANCE INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 299 of 2005)

**ORDER**

The Commission orders that -

1. The Nurses' Air Ambulance Industrial Committee published 30 June 2000 (316 I.G. 1097), be dissolved.
2. This order shall take effect on and from 8 February 2005.

C. G. Staff *J.*

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**SERIAL C3550**

**PUBLIC HOSPITAL NURSES' (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 298 of 2005)



**ORDER**

The Commission orders that -

1. The Public Hospital Nurses' (State) Industrial Committee published 30 June 2000 (316 I.G. 1098), be extended for a further 3 months.
2. This order shall take effect on and from 8 February 2005 and shall remain in force until 7 May 2005.

C. G. Staff *J.*

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**SERIAL C3546**

**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, industrial organisation of employees.

(No. IRC 170 of 2005)

Before The Honourable Mr Justice Staff

8 February 2005

**ORDER**

The Commission orders that -

1. 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 three years.
2. This order shall take effect on and from 7 February 2005.

C. G. Staff *J.*

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**SERIAL C3551**

**RACE CLUBS, &c., EMPLOYEES (STATE) INDUSTRIAL  
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 391 of 2005)

Before The Honourable Justice Schmidt

7 February 2005

**ORDER**

The Commission orders that -

1. The duration of the Industrial Committee, known as the Race Clubs, & c., Employees (State) Industrial Committee published 12 April 1996 (291 I.G. 1314), be extended for a period of 3 years.
2. Delete the reference to "Employers Federation" in the Industries and Callings of the Committee and insert in lieu thereof the following:  
  
"Employers First."
3. This order shall take effect from 7 February 2005 for a period of three years.

M. SCHMIDT J.

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**SERIAL C3549**

**PARKING EMPLOYEES (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Motor Traders' Association of New South Wales, industrial organisation of employers.

(No. IRC 213 of 2005)

Before Mr Deputy President Grayson

7 February 2005

**ORDER**

The Commission orders that -

1. The Parking Employees (State) Industrial Committee published 4 August 2000 (317 I.G. 762) be extended for a further three years.
2. This order shall take effect on and from 7 February 2005.

J. P. GRAYSON *D.P.*

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**SERIAL C3548**

**PRIVATE HOSPITAL, DAY PROCEDURE CENTRE, NURSING HOME  
&c., NURSES' (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 171 of 2005)

**ORDER**

The Commission orders that -

1. The Private Hospital, Day Procedure Centre, Nursing Home & c., Nurses' (State) Industrial Committee published 28 July 2000 (317 I.G. 491), be extended for a further three years.
2. This order shall take effect on and from 7 February 2005 and shall remain in force for a period of three (3) years until 7 February 2008.

C. G. Staff J.

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**SERIAL C3602**

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL  
RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

<b>EA05/61 - Bridgestone Australia Ltd Smeaton Grange Warehouse Certified Agreement 2004</b>
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<b>Made Between:</b> Bridgestone Australia Ltd -&- the National Union of Workers, New South Wales
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Branch, Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA02/286.

**Approval and Commencement Date:** Approved and commenced 9 June 2004.

**Description of Employees:** The agreement applies to all employees employed by Bridgestone Australia Ltd, located at Orietton Road, Smeaton Grange NSW, in respect of all storepersons and all drivers employed at the State Warehouse, who fall within the coverage of the Storemen and Packers, General (State) Award and the Transport Industry (State) Award.

**Nominal Term:** 8 Months.

#### **EA05/62 - Gwdir Industries Inc. Workplace Agreement 2004**

**Made Between:** Gwydir Industries Inc. -&- Aaron Brady, Kerry Bussell, Jillian Campbell, Larry Cruickshank, Leslie Cuthel, Del Davis, Lorraine Dorrington, Cherilyn Greer, Ken Greer, Gregory Haddad, Tony Humphries, Malcolm Lee, Mark Lees, Adam Love, Mavis Muggleton, Simon Pitt, Geoffrey Purcell, Leanne Rohde, Jodie Stanborough, Gregory Thompson, Rachael Tighe, Martin Watts.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 17 February 2005.

**Description of Employees:** The agreement applies to all employees employed by Gwdir Industries Inc., located at 441, Gosport Street, MOREE NSW 2400, who fall within the coverage of the Storemen and Packers, General (State) Award, Transport Industry - Waste Collection and Recycling (State) Award, and Joiners (State) Award

**Nominal Term:** 36 Months.

#### **EA05/63 - Kurri Contracting Service Workplace Agreement 2004**

**Made Between:** Kurri Kurri Community Centre -&- Lindsay Alfred Adam, Garry Aglio, Graeme Ball, Michael Beckett, Paul Blanch, Edward Borodzicz, Walter Brown, Darryl Chambers, Ricky Clark, Ian D'Arcy, Nathan Davidson, Derek Ernst, Kevin Gibson, Christopher Jefferson, Dave Lambkin, Jody Mate, Phillip Milton, Tom Parkhouse, Darren Patterson, John Pengilley, Michael Richardson, Paul Scoles, Gregory Shepherd, Rodney Smith, Timothy Taplin, Paris Tocker.

**New/Variation:** Replaces EA99/302.

**Approval and Commencement Date:** Approved and commenced 1 December 2004.

**Description of Employees:** The agreement applies to all employees employed by Kurri Kurri Community Centre Inc. located at 251 Lang Street, KURRI KURRI NSW 2327, who fall within the coverage of the Miscellaneous Gardeners, &c. (State) Award, and the Cleaning and Building Services Contractors (State) Award.

**Nominal Term:** 36 Months.

**EA05/64 - Hunter Region Rescue Helicopter Enterprise Agreement No. 2**

**Made Between:** Hunter Region SLSA Helicopter Rescue Service Limited -&- Graeme Anderson, Peter Cook, Peter Cummings, David Davies, Mark Goolmeer, Steve Johnston, Peter Martine, Ian McFadden, Danny Morris, Graham Nickisson, Ian Osborne, Luke Pagano, Warren Phillips, Roger Priest, Glen Ramplin, Jamie Yeo, Mike de Winton.

**New/Variation:** Replaces EA97/163.

**Approval and Commencement Date:** Approved and commenced 11 February 2005.

**Description of Employees:** The agreement applies to Pilots and Crewpersons employed by Hunter Region SLSA Helicopter Rescue Service Ltd.

**Nominal Term:** 36 Months.

**EA05/65 - STC & AWU Enterprise Agreement 2004**

**Made Between:** Sydney Turf Club -&- The Australian Workers' Union, New South Wales .

**New/Variation:** Replaces EA02/137

**Approval and Commencement Date:** Approved and commenced 14 December 2004.

**Description of Employees:** Applies to all employees employed by Sydney Turf Club at its locations at Rosheill, NSW and Canterbury NSW, who are engaged in the occupations of groundspersons, leading hands, foremen plant operators tuck/tanker drivers and employees who, but for the operation of this agreement, fall within the coverage of the Race Clubs Employees (State) Award.

**Nominal Term:** 36 Months.

**EA05/66 - Woollahra Municipal Council Waste Service Enterprise Agreement 2004-2207**

**Made Between:** Woollahra Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA02/02.

**Approval and Commencement Date:** Approved and commenced 25 January 2005.

**Description of Employees:** The Agreement applies to all employees employed by Woollahra Municipal Council in its Waste Collection Service, which is a distinct operational unit providing a waste collection service to the residents of Woollahra Municipality, who fall within the coverage of the Local Government

(State) Award 2001.

**Nominal Term:** 36 Months.

**EA05/67 - Bakers Construction and Industrial (Warehouse) Enterprise Agreement - 2003**

**Made Between:** J Blackwood & Son Limited trading as Bakers Construction - Industrial -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA04/216.

**Approval and Commencement Date:** Approved 27 April 2004 and commenced 1 October 2003.

**Description of Employees:** Applies to employees of J. Blackwood & Son Limited, trading as Bakers Construction + Industrial, located at 3-9 Forge Street, Blacktown, NSW who are classified as storepersons, front counter and telephone sales persons engaged in both the sales office and warehouse departments, who fall within the coverage of the Storemen and Packers, General (State) Award.

**Nominal Term:** 12 Months.

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