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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CONTENTS

Vol. 366, Part 2

29 August 2008

Pages 381 - 747

		Page
Awards and Determinations		
Awards Made or Varied		
Ambulance Service of New South Wales - Sydney Ambulance Centre (Employee Car Parking) Award	AIRC	392
Bread Industry (State) Award	VSW	395
Breweries (State) Award	VSW	397
Business Equipment Maintenance (State) Award, The	VSW	400
Button Makers (State) Award	VSW	402
Clothing Trades (State) Award	VSW	404
Coachmakers, &c., Road and Perambulator Manufacturers (State) Award	RIRC	406
Coal Mining Industry (Accident Pay) Interim Award 2004	RIRC	464
Confectioners (State) Award	RIRC	465
Country Energy Enterprise Award 2007	VIRC	491
Crown Employees (Department of the Arts, Sport and Recreation - Catering Officers) Award	VIRC	499
Crown Employees (Police Officers - 2008) Award	AIRC	502
Crown Employees (State Emergency Service) Region Controllers Award 2008	RIRC	569
Drug Factories (State) Award	RIRC	574
Dry Cleaning (State) Award	VSW	618
Footwear Manufacturing Industry (State) Award	VSW	620
Gelatine and Glue Industry (State) Award	VSW	623
General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award	CORR	625
Health, Fitness and Indoor Sports Centres (State) Award	VSW	626
Local Government (State) Award 2007	VIRC	628
Metal Trades (Training Wage) (State) Award	VSW	629
Miscellaneous Gardeners, &c. (State) Award	VSW	633
Miscellaneous Workers' - Independent Schools and Colleges, &c. (State) Award	VSW	634
Miscellaneous Workers Home Care Industry (State) Award	VSW	636
Motels, Accommodation and Resorts, &c. (State) Award	VSW	638
Parking Attendants, &c. (State) Consolidated Award	VSW	642
Parliamentary Reporting Staff (Salaries) Award	RIRC	644
Plastic Moulding, &c. (State) Award	VSW	651
Pyrotechnics, &c. (State) Award	VSW	653
Riverina Water Council Enterprise Award 2007	AIRC	655
Security Industry (State) Award	VSW	701
Senior Managers (National Parks and Wildlife Service) Award 2004	OIRC	703
Soap and Candle Makers (State) Consolidated Award	RIRC	704
Taxi Industry (Contract Drivers) Contract Determination, 1984	VCD	733
Textile Industry (State) Award	VSW	734
Toy Makers' Employees (State) Award	VSW	737
Transport Industry - Mixed Enterprises (State) Award	RVIRC	739
State Wage Case 2008		381

Industrial Committees

Building, Construction and Related Callings (State)	742
Glass Workers (State)	741
Government Railways (Building Trades)	740
Hairdressing and Beauty Therapy (State)	743

Enterprise Agreements Approved by the Industrial Relations Commission

Enterprise Agreements	744
CORR	747

SERIAL C6645**STATE WAGE CASE 2008**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCHApplication by Unions NSW for a State Decision - State Wage Case 2008 under section 51 of the *Industrial Relations Act 1996*

(No. IRC 103 of 2008)

Before The Honourable Justice Boland, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Staff
Commissioner Tabbaa
Commissioner Murphy

27 June 2008

ORDERS

We make the following orders:

- (1) Pursuant to s 51(1) of the Act the Full Bench of the Industrial Relations Commission of New South Wales orders that the Commission's Wage Fixing Principles shall be as set out in Appendix A to this decision.
- (2) Pursuant to s 52 of the Act, the Commission orders that awards which do not contain wage increases awarded since 29 May 1991, other than safety net, State Wage Case and minimum rates adjustments, may be varied in accordance with the Commission's Wage Fixing Principles upon application to include a Stage Wage Case adjustment of 4.0 per cent per week. At the hearing of any such application, the Commission may, in its discretion, award the whole or part of the amounts referred to in the Principles or determine that no amount should be awarded.
- (3) Pursuant to s 52 of the Act, the Commission orders that the following rates may be increased by 4.0 per cent upon application in accordance with the Commission's Wage Fixing Principles.
 - (i) Existing allowances which relate to work or conditions which have not changed, including shift allowances expressed as monetary amounts are service increments; and
 - (ii) Junior rates expressed as monetary amounts.
- (4) Pursuant to s 52 of the Act, the ARCR is increased by \$21.30 from \$531.40 to \$552.70.
- (5) A party to the proceedings in the State Wage Case 2008 shall have liberty to apply on reasonable notice in the event that any decision made by the AFPC in 2008 has adverse implications for more than one New South Wales award. Adverse implications shall not include the mere fact that the AFPC has granted an increase in the Federal Minimum Wage that is different to the increases awarded in this decision.
- (6) Orders (1), (2), (3), (4) and (5) shall operate on and from today until further order of the Commission.
- (7) Pursuant to s 52 of the Act, the Commission orders that:
 - (i) The minimum weekly rate of pay payable to an adult employee (as defined in s 5 of the Act) engaged on a full time basis whose employment is not subject to the terms of an industrial

instrument (as defined in s 8 of the Act) shall be an amount of pay equal to the Award Review Classification Rate, as varied from time to time by the Commission;

- (ii) The minimum hourly rate of pay payable to an adult employee (as defined in s 5 of the Act) engaged on a part-time basis whose employment is not subject to the terms of an industrial instrument (as defined in s 8 of the Act) shall be an amount of pay equal to the Award Review Classification Rate, as varied from time to time by the Commission divided by 38;
- (iii) The Orders in paragraph (7) will not apply to those employees who are trainees, apprentices and employees on a supported wage or those employees employed on annual remuneration which is greater than the amount specified in regulation 12.3 of Chapter 2 of the Workplace Relations Regulations 2006 of the Commonwealth from time to time or that amount as indexed from time to time in accordance with regulation 12.6 of Chapter 2 of those Regulations;
- (iv) With respect to the Orders in paragraph (7), any party or intervenor in these proceedings or any other person, body or organisation affected by the Orders is given liberty to apply to the Commission so that it might be heard; and
- (v) These Orders will take effect on and from the date of this decision and shall be in force for a period of six months.

ANNEXURE A

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

STATE WAGE CASE 2008

WAGE FIXING PRINCIPLES

1. Preamble

These principles have been developed with the aim of providing for their period of operation, a framework under which all concerned - employers, workers and their unions, governments and tribunals - can co-operate to ensure that measures to meet the competitive requirements of enterprises and industry are positively examined and implemented in the interests of management, workers and, ultimately, Australian and New South Wales society.

In exercising its powers and obligations under the Act, the Commission will continue to apply structural efficiency considerations including minimum rates adjustment provisions.

Movements in wages and conditions must fall within the following principles.

2. When an Award may be Varied or Another Award Made Without the Claim Requiring Consideration as a Special Case

In the following circumstances an award may, on application, be varied or another award made without the application requiring consideration as a special case:

- (a) to include previous State Wage Case increases in accordance with Principle 3;
- (b) to incorporate test case standards in accordance with Principle 4;
- (c) to adjust allowances and service increments in accordance with Principle 5;
- (d) to adjust wages pursuant to work value changes in accordance with Principle 6;
- (e) where the application is consented to by the parties it will be dealt with in terms of the Act;

- (f) to adjust wages for the State Wage Case 2008 in accordance with Principle 8;
- (g) to approve of an enterprise arrangement reached in accordance with Principle 11; and
- (h) to adjust wages pursuant to an application claiming that work has been undervalued on a gender basis in accordance with Principle 14.

3. Previous State Wage Case Increases

Applications for increases available under previous State Wage Case decisions will be determined in accordance with the relevant principles contained in those decisions.

4. Test Case Standards

Test case standards established and/or revised by a Full Bench of the Commission may be incorporated into an award in accordance with the Act. Where disagreement exists as to whether a claim involves a test case standard, those asserting that it does must make an application for a special case.

5. Adjustment of Allowances and Service Increments

- (a) Existing allowances which constitute a reimbursement of expenses incurred may be adjusted from time to time where appropriate to reflect relevant changes in the level of such expenses.
- (b) Existing allowances which relate to work or conditions which have not changed, including shift allowances expressed as monetary amounts and service increments, may be increased by 4.0 per cent for the State Wage Case 2008 adjustment.
- (c) Existing allowances for which an increase is claimed because of changes in the work or conditions will be determined in accordance with the relevant provisions of the Work Value Changes principle of these principles.
- (d) New allowances to compensate for the reimbursement of expenses incurred may be awarded where appropriate having regard to such expenses.
- (e) Where changes in the work have occurred or new work and conditions have arisen, the question of a new allowance, if any, will be determined in accordance with the relevant principles of these principles. The relevant principles in this context may be Work Value Changes or First Award and Extension to an Existing Award.
- (f) New service increments may only be awarded to compensate for changes in the work and/or conditions and will be determined in accordance with the relevant provisions of the Work Value Changes principle of these principles.

6. Work Value Changes

- (a) Changes in work value may arise from changes in the nature of the work, skill and responsibility required or the conditions under which work is performed. Changes in work by themselves may not lead to a change in wage rates. The strict test for an alteration in wage rates is that the change in the nature of the work should constitute such a significant net addition to work requirements as to warrant the creation of a new classification or upgrading to a higher classification.

In addition to meeting this test a party making a work value application will need to justify any change to wage relativities that might result not only within the relevant internal award structure but also against external classification to which that structure is related. There must be no likelihood of wage leapfrogging arising out of changes in relative position.

These are the only circumstances in which rates may be altered on the ground of work value and the altered rates may be applied only to employees whose work has changed in accordance with this principle.

- (b) In applying the Work Value Changes principle, the Commission will have regard to the need for any alterations to wage relativities between awards to be based on skill, responsibility and the conditions under which work is performed.
- (c) Where new or changed work justifying a higher rate is performed only from time to time by persons covered by a particular classification, or where it is performed only by some of the persons covered by the classification, such new or changed work should be compensated by a special allowance which is payable only when the new or changed work is performed by a particular employee and not by increasing the rate for the classification as a whole.
- (d) The time from which work value changes in an award should be measured is the date of operation of the second structural efficiency adjustment allowable under the State Wage Case 1989, (1989) 30 IR 107.
- (e) Care should be exercised to ensure that changes which were or should have been taken into account in any previous work value adjustments or in a structural efficiency exercise are not included in any work evaluation under this Principle.
- (f) Where the tests specified in (a) are met, an assessment will have to be made as to how that alteration should be measured in money terms. Such assessment will normally be based on the previous work requirements, the wage previously fixed for the work and the nature and extent of the change in work.
- (g) The expression 'the conditions under which the work is performed' relates to the environment in which the work is done.
- (h) The Commission will guard against contrived classifications and over-classification of jobs.
- (i) Any changes in the nature of the work, skill and responsibility required or the conditions under which the work is performed, taken into account in assessing an increase under any other principle of these principles, will not be taken into account under this principle.
- (j) In arbitrating an application made under this Principle, the Commission is required to determine whether or not future State Wage Case general increases will apply to the award.

7. Standard Hours

In approving any application to reduce the standard hours to 38 per week, the Commission will satisfy itself that the cost impact is minimised. Claims for reduction in standard weekly hours below 38 will not be allowed.

8. State Wage Case Adjustments

In accordance with the State Wage Case 2008 decision awards may, on application, be varied to include a State Wage Case adjustment of 4.0 per cent, subject to the following:

- (a) The operative date will be no earlier than the date of the variation to the award.
- (b) That at least twelve months have elapsed since the rates in the award were increased in accordance with the State Wage Case 2007 decision except in accordance with principle 8(h).
- (c) In awards where the variation for a safety net adjustment arising from the 2001, 2002, 2003, 2004, 2005, 2006, 2007 or 2008 State Wage Case decisions is by consent and does not result in an increase in the wage rates actually paid to employees or increase the wage costs for any employer, any applicable 12 months' delay between variations may be waived.
- (d) At the time when the award is to be varied to insert the State Wage Case adjustment (or a proportionate amount in the cases of part-time and casual employees, juniors, trainees, apprentices, employees on a probationary rate, employees on a supported wage or with permits

under s125 of the Act), each union party to the award will be required to give a specific commitment as to the absorption of the increase. In particular, the union commitments will involve the acceptance of absorption of the adjustment to the extent of:

- (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.
- (e) The following clause must be inserted in the award:

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. 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.

The above clause will replace the offsetting clause inserted into awards pursuant to the Principles determined in the State Wage Case 2007 decision.

- (f) By consent of all parties to an award, where the minimum rates adjustment has been completed, award rates may be expressed as hourly rates as well as weekly rates. In the absence of consent, a claim that award rates be so expressed may be determined by arbitration.
- (g) The State Wage Case adjustment will only be available where the rates in the award have not been increased, other than by safety net or State Wage Case adjustments, or as a result of the application of the Minimum Rates Adjustment principle, since 29 May 1991.
- (h) The State Wage Case adjustment may apply where the rates in an award have increased under the Work Value and/or Equal Remuneration Principles in accordance with the Commission's Decision as set out in Principles 6(j) and 14(p) respectively.

9. Award Review Classification Rate

The ARCR of \$552.70 shall be the rate below which no full-time adult employee (excluding trainees, apprentices and employees on a supported wage or on a probationary rate) should be paid under the relevant award.

Where a classification in an award is below the ARCR the following process will apply on application:

- (a) The award will be listed for a mention at which the parties will report as to:
 - (i) how the ARCR will be achieved, or
 - (ii) whether the award is obsolete.

The Commission may direct the parties to confer in order to set a program for an updating of the award to reflect the ARCR.

- (b) If the parties to the award do not appear at this mention, the Commission shall request the parties to the award to show cause why the award should not be considered obsolete, and rescinded under s 17(3) of the Act.
- (c) Where no agreement is reached with respect to (a) above, the Commission shall re-list the matter in order to conciliate the issues in dispute.

- (d) If the attempt at conciliation is unsuccessful the Commission shall arbitrate any outstanding issue.

9A. Minimum Wage

- (a) The Minimum Wage shall apply to those adult employees who are employed in the jurisdiction of the Commission and whose employment is not subject to the terms of an industrial instrument.
- (b) The minimum weekly rate of pay payable to an adult employee (as defined in s 5 of the Act) engaged on a full time basis whose employment is not subject to the terms of an industrial instrument (as defined in s 8 of the Act) shall be an amount of pay equal to the Award Review Classification Rate, as varied from time to time by the Commission.
- (c) The minimum hourly rate of pay payable to an adult employee (as defined in s 5 of the Act) engaged on a part-time basis whose employment is not subject to the terms of an industrial instrument (as defined in s 8 of the Act) shall be an amount of pay equal to the Award Review Classification Rate, as varied from time to time by the Commission divided by 38.
- (d) The Minimum Wage will not apply to those employees who are trainees, apprentices and employees on a supported wage or those employees employed on annual remuneration which is greater than the amount specified in regulation 12.3 of Chapter 2 of the Workplace Relations Regulations 2006 of the Commonwealth from time to time or that amount as indexed from time to time in accordance with regulation 12.6 of Chapter 2 of those Regulations.
- (e) Any person, body or organisation affected by the introduction of the Minimum Wage is given liberty to apply to the Commission so that it may be heard.
- (f) The operation of the Minimum Wage shall be reviewable by the Commission after six months.

10. Special Case

Except for the flow on of test case provisions, any claim for increases in wages and salaries, or changes in conditions in awards, other than those allowed elsewhere in the principles, will be processed as a special case before a Full Bench of the Commission, unless otherwise allocated by the President.

This principle does not apply to applications for awards consented to by the parties, which will be dealt with in the terms of the Act, or to enterprise arrangements, which will be dealt with in accordance with the Enterprise Arrangements principle.

11. Enterprise Arrangements

- (a) The Commission may approve of enterprise arrangements reached in accordance with this principle and the provisions of the Act.
- (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 paragraph (b).
- (d) Enterprise arrangements shall be for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than where contained in the arrangement itself. Subject to the terms of the arrangement, however, such arrangement shall continue in force until varied or rescinded in accordance with the Act.

- (e) For the purposes of seeking the approval of the Commission, and in accordance with the provisions of the Act, a party shall file with the Industrial Registrar an application to the Commission to either:
 - (i) vary an award in accordance with the Act; or
 - (ii) make a new award in accordance with the Act.
- (f) On a hearing for the approval of an enterprise arrangement, the Commission will consider in addition to the industrial merits of the case under the State Wage Case principles:
 - (i) ensuring the arrangement does not involve a reduction in ordinary time earnings and does not depart from Commission standards of hours of work, annual leave with pay or long service leave with pay; and
 - (ii) whether the proposed award or variation is consistent with the continuing implementation at enterprise level of structural efficiency considerations.
- (g) The Commission is available to assist the parties in 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 employees will be provided with the current prescriptions (e.g. award, industrial agreement or enterprise agreement) that apply at the place of work.
 - (ii) The arrangement shall be committed to writing and signed by the employer, or the employer's duly authorised representative, with whom agreement was reached.
 - (iii) Before any arrangement is signed and processed in accordance with this principle, details of such arrangement shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member.
 - (iv) A union or employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection and in such circumstances the parties are to confer in an effort to resolve the issue.
 - (v) Where an arrangement is objected to by a union or employer association and the objection is not resolved, an employer may make application to the 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.

12. Superannuation

- (a) An application to make or to vary a minimum rates or paid rates award which:
- (i) seeks a greater quantum of employer contributions than required by the *Superannuation Guarantee (Administration) Act 1992* (Cth) ('the SGA Act'); or
 - (ii) seeks employer contributions to be paid in respect of a category of employee in respect of which the SGA Act does not require contributions to be paid;

shall be referred to a Full Bench for consideration as a special case, unless otherwise allocated by the President. Exceptions to this process are applications which fall within the Enterprise Arrangements and First Awards and Extensions to Existing Awards principles.

- (b) If an application is made that does not fall within paragraph (a), the Commission will, subject to paragraph (c):
- (i) make or vary an award by inserting a clause stating:

'Superannuation Legislation - The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth); the *Superannuation (Resolution of Complaints) Act 1993* (Cth) and s 124 of the Act. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties';
 - (ii) if appropriate, ensure that the award contains specification of an employee's earnings (e.g. 'ordinary time earnings') which, for the purposes of the SGA Act, will operate to provide a 'notional earnings base'; and
 - (iii) if the award is to continue to prescribe a 'flat dollar' amount of employer contribution, ensure that appropriate amounts are inserted so as to give effect to the levels of contribution required from time to time under the SGA Act.
- (c) The Commission may award provisions which differ from those in paragraph (b):
- (i) by consent; or
 - (ii) in the absence of consent, by arbitration, provided the Commission is satisfied that there are particular factors warranting the awarding of different provisions. Such factors may include:
 - (A) the wishes of the parties;
 - (B) the nature of the particular industry or enterprise;
 - (C) the history of the existing award provisions;
 - (D) relevant decisions of the Commission establishing superannuation principles; and
 - (E) relevant statutory provisions.
- (d) Before any different provisions are awarded under paragraph (c), either by consent or arbitration, the Commission must be satisfied, on expert evidence, that the award to be made will not contain requirements that would result in an employer not meeting the requirements imposed by the SGA Act.
- (e) Subject to s 124 of the Act, any specification of a fund will carry with it the obligation for an employer to pay contributions at such intervals as are required by the fund.

- (f) In determining applications as to specification of fund, the Commission will, as appropriate:
- (i) ensure that any fund specified by it is one into which payment will meet the employer's obligations under the SGA Act;
 - (ii) have regard to the *Superannuation Industry (Supervision) Act 1993 (Cth)* ('the *Supervision Act*') which provides for the prudent management of certain superannuation funds and for their supervision by the Insurance and Superannuation Commissioner. In particular, the requirement with respect to equal representation of employers and members on what are called 'standard employer-sponsored funds' (Pt 9 of the *Supervision Act*) should be noted;
 - (iii) have regard to previous decisions of the Commission with respect to the specification of a fund or funds; and
 - (iv) have regard to relevant statutory provisions.
- (g) Due to the variety of existing award superannuation provisions and the impact and complexity of the SGA Act, all applications to the Commission may not be capable of being dealt with in accordance with the approach set out above. In any such case it may be appropriate for the application to be dealt with as a special case.

13. First Award and Extension to an Existing Award

Any first award or an extension to an existing award must be consistent with the Commission's obligations under Part 1 Chapter 2 of the Act.

In determining the content of a first award the Commission will have particular regard to:

- (a) relevant wage rates in other awards, provided the rates have been adjusted for previous State Wage Case decisions and are consistent with the decision of the State Wage Case 1989;
- (b) the need for any alterations to wage relativities between awards to be based on skill, responsibility and the conditions under which the work is performed;
- (c) for conditions of employment, other than wage rates, prima facie the existing conditions of employment; and
- (d) that the award would comply with the requirements of section 19 of the Act.

14. Equal Remuneration and Other Conditions

- (a) Claims may be made in accordance with the requirements of this principle for an alteration in wage rates or other conditions of employment on the basis that the work, skill and responsibility required, or the conditions under which the work is performed, have been undervalued on a gender basis.
- (b) The assessment of the work, skill and responsibility required under this principle is to be approached on a gender neutral basis and in the absence of assumptions based on gender.
- (c) Where the under-valuations is sought to be demonstrated by reference to any comparator awards or classifications, the assessment is not to have regard to factors incorporated in the rates of such other awards which do not reflect the value of work, such as labour market attraction or retention rates or productivity factors.
- (d) The application of any formula, which is inconsistent with proper consideration of the value of the work performed, is inappropriate to the implementation of this principle.
- (e) The assessment of wage rates and other conditions of employment under this principle is to have regard to the history of the award concerned.

- (f) Any change in wage relativities which may result from any adjustments under this principle, not only within the award in question but also against external classifications to which the award structure is related, must occur in such a way as to ensure there is no likelihood of wage leapfrogging arising out of changes in relative positions.
- (g) In applying this principle, the Commission will ensure that any alternation to wage relativities is based upon the work, skill and responsibility required, including the conditions under which the work is performed.
- (h) Where the requirements of this principle have been satisfied, an assessment shall be made as to how the undervaluation should be addressed in money terms or by other changes in conditions of employment, such as reclassification of the work, establishment of new career paths or changes in incremental scales. Such assessments will reflect the wages and conditions of employment previously fixed for the work and the nature and extent of the undervaluation established.
- (i) Any changes made to the award as the result of this assessment may be phased in and any increase in wages may be absorbed in individual employees' overaward payments.
- (j) Care should be taken to ensure that work, skill and responsibility which have been taken into account in any previous work value adjustments or structural efficiency exercises are not again considered under this principle, except to the extent of any undervaluation established.
- (k) Where undervaluation is established only in respect of some persons covered by a particular classification, the undervaluation may be addressed by the creation of a new classification and not by increasing the rates for the classification as a whole.
- (l) The expression 'the conditions under which the work is performed' has the same meaning as in Principle 6, Work Value Change.
- (m) The Commission will guard against contrived classification and over classification of jobs. It will also consider:
 - (i) the state of the economy of New South Wales and the likely effect of its decision on the economy;
 - (ii) the likely effect of its decision on the industry and/or the employers affected by the decision; and
 - (iii) the likely effect of its decision on employment.
- (n) Claims under this principle will be processed before a Full Bench of the Commission, unless otherwise allocated by the President.
- (o) Equal remuneration shall not be achieved by reducing any current wage rates or other conditions of employment.
- (p) In arbitrating an application made under this Principle, the Commission is required to determine whether or not future State Wage Case general increases will apply to the award.

15. Economic incapacity

Any employer or group of employers bound by an award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs determined under the principles on the ground of very serious or extreme economic adversity. The merit of such application shall be determined in the light of the particular circumstances of each case and any material relating thereto shall be vigorously tested. Significant unemployment or other serious consequences for the employees and employers concerned are significant factors to be taken into account in assessing the merit of any application.

Such an application shall be processed according to the Special Case principle.

Any decision to temporarily reduce or postpone an increase will be subject to a further review, the date of which will be determined by the Commission at the time it decides any application under this principle.

16. Duration

Subject to Principle 9A(f), these principles will operate until further order of the Commission.

R. P. BOLAND *J. President*
M. J. WALTON *J. Vice-President.*
R. W. HARRISON *D.P.*
C. G. Staff *J.*
I. TABBAA, Commissioner.
J. P. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

AMBULANCE SERVICE OF NEW SOUTH WALES - SYDNEY AMBULANCE CENTRE (EMPLOYEE CAR PARKING) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 3110 of 2006)

Before The Honourable Justice Boland, President

22 May 2008

AWARD

Preamble

The Sydney Ambulance Centre (SAC), operated by the Ambulance Service of New South Wales (the Service), is located within leased premises at Australia Technology Park (ATP), Eveleigh, Sydney, New South Wales.

Employees of the Service employed at the Sydney Ambulance Centre have sought provision of access to secure car parking facilities at ATP at rates subsidised by the Service.

Secure parking at ATP is available only at a commercial facility operated by ATP.

This Award provides for specific subsidies to employees of the Service who, subject to the terms of the Award, subscribe for allocation of car parking at the facility operated by ATP, where the car parking space to be utilised is leased by the Service from ATP.

PART 1

Definitions

"The Service" means The Ambulance Service of New South Wales.

"ATP" means the Australia Technology Park, Eveleigh.

"Employee" means an employee of the Service whose normal place of employment is the SAC, Eveleigh.

"SAC employee" means an employee of the Service whose normal place of employment is the SAC, Eveleigh, except for employees of the Medical Retrieval Unit (MRU) identified in Schedule 1.

PART 2

CAR PARKING SUBSIDY FOR EMPLOYEES

- (1) The following arrangements shall apply on and from 1 July 2008.
- (2) Car Parking Subsidy - SAC Employees
 - (i) Where no less than 25 SAC employees agree to subscribe, and continue to subscribe, to car parking arrangements in accordance with the terms of this Award, the Service shall make available to those employees such car parking spaces at the ATP car parking facility as are agreed between the Service and ATP.
 - (ii) SAC Employees who wish to subscribe to the car parking arrangement provided by this Award must agree to contribute to the cost of parking under the terms of this Award for a continuous period of not less than 12 months.

- (iii) Where no less than 25 and no more than 50 SAC employees agree to subscribe to the car parking arrangement, each such employee shall contribute \$25.00 per week toward the cost of the parking by way of payroll deduction.
 - (iv) Where more than 50 SAC employees subscribe to the car parking arrangement, each such employee shall contribute an equal amount per week, which shall be reduced proportionately from the amount of \$25.00 per week for each employee in excess of 50 employees who subscribes to the car parking arrangement ie. Where 100 such employees subscribe, the contribution per employee shall be \$12.50, calculated as follows: $50/100 \times \$25.00$ per week.
- (3) Car Parking Subsidy - MRU Employees identified in Schedule 1
- (i) Where parking is provided to SAC employees in accordance with the provisions of this Award, and an employee of the MRU listed in Schedule 1 agrees to subscribe to this arrangement, on and from 1 July 2008:
 - (a) For the following six months each such employee shall pay 25 per cent of the rate payable by SAC employees; and
 - (b) For the next six months thereafter each such employee shall pay 50 per cent of the rate payable by SAC employees; and
 - (c) For the next six months thereafter each such employee shall pay 75 per cent of the rate payable by SAC employees; and
 - (d) From 1 January 2010, the named MRU personnel shall pay the same rate as that payable by SAC employees.
 - (ii) Employee contributions under this Award shall be adjusted in direct proportion to variations to the cost to the Service of the car parking spaces charged by ATP.
 - (iii) Employees subscribing for the provision of car parking in accordance with this Award shall commit to meet their contribution required by this Award for a continuous period of not less than 12 months from the commencement of this Award, and then on an annual basis.
- (4) No Further Claims
- (i) The employees (and their union) undertake not to pursue any extra claims award or over award, arising from or connected with, directly or indirectly, the provision of car parking for employees at SAC.
 - (ii) The benefits of this Award apply only to SAC employees and identified MRU employees in Schedule 1 while their normal place of work remains the SAC at Eveleigh.
- (5) Dispute Resolution
- (i) The provisions of clause 41, Issues Resolution of the Operational Ambulance Officers (State) Award published 16 June 2006 (359 I.G. 948) shall be used by the parties to resolve any disputes or grievances arising out of the operation of this Award.
- (6) Commencement and Term of Award
- (i) This award shall operate on and from 1 July 2008 and have a nominal term of thirty six months.

PART 3

SCHEDULE 1

IDENTIFIED MRU EMPLOYEES

Les Ariansen
Mark Chaplin
Danniel Coen
Ray Herring
Rolf Kruit
Greg Ross Rowe
Steven Smith
Paul Edwards

R. P. BOLAND J , *President*

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BREAD INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1152 of 2008)

Before Commissioner McKenna

24 July 2008

VARIATION

1. Delete paragraph (b) of subclause (i) of clause 4, Rates of Pay and Allowances, of the award published 17 December 2004 (347 I.G. 796) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
 1. any equivalent over award payments, and/or
 2. award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	Former Rate per week \$	SWC 2008 %	Total Rate per week \$
Bread Industry Employee Level 1	698.70	4.0	726.60
Bread Industry Employee Level 2	657.20	4.0	683.50
Bread Industry Employee Level 3	635.50	4.0	660.90
Bread Industry Employee Level 4	601.10	4.0	625.10
Bread Industry Employee Level 5	579.50	4.0	602.70
Bread Industry Employee Level 6	556.60	4.0	578.90

Table 2 - Other Rates And Allowances

Item	Clause No.	Brief Description	Amount Payable \$
1	2(v)(b) 4(vi)(g)(i)	Apprentices' Allowance: Stage 1 pass	6.30 per week
2	2(v)(c) 4(vi)(g)(ii)	Apprentices' Allowance: Completion of course	17.65 per week
3	4(vi)(a)1	Leading Operator: Up to four employees	16.10 per week
4	4(vi)(a)2	Leading Operator: More than four employees	32.20 per week
5	4(vi)(b)	Heavy Vehicle Driving:	
5.1	4(vi)(b)1	Over 3 and up to 4.5 tonnes	4.05 per week
5.2	4(vi)(b)2	Over 4.5 up to 14.95 tonnes	32.10 per week

5.3	4(vi)(b)3	Over 14.95 tonnes	42.35 per week
5.4	4(vi)(b)4	Semi-trailer	76.10 per week
6	4(vi)(c)	Merchandising Allowance:	
6.1		Flat amount	16.70 per day
6.2		Variable amount	0.33 per klm
7	4(vi)(d)	First Aid Allowance	13.80 per week
8	4(vi)(e)	Boiler Allowance	14.35 per week
9	4(vi)(f)	Meal Allowance	11.90 per meal

3. This variation shall take effect on and from the first full pay period to commence on or after 9 August 2008.

D. S. McKENNA, Commissioner

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(059)

SERIAL C6653**BREWERIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1102 of 2008)

Before Commissioner Connor

31 July 2008

VARIATION

1. Delete Part B, Monetary Rates, of the award published 30 November 2001 (329 I.G. 1032), and insert in lieu thereof the following:

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

From the first pay period commencing on or after 2 August 2008.

The rates of pay in this award include the adjustments payable under the State Wage Case of 2008. 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.

Table 1 - Rates of Pay

Classification	Wage Total \$
(i) Carlton and United Breweries (NSW) Pty Limited Employees -	
Security Officer/Controller	678.90
Process Control Room Operator	678.90
Security Officer	664.50
Quality Control Employee	648.40
Kegging Plant Operator	648.20
Beer Runner	648.20
Packaging Plant Operator	647.40
Storeperson - Main Store -	
Storeperson/Driver A	665.30
Storeperson/Driver B	685.90
Bottle Shop Assistant	647.40
Production Assistant/General Hand	636.30
Cleaner	636.30
All other adult employees	628.30

(ii) Tooheys Limited -	
Engine Drivers	708.40
Fireperson	696.20
Customer Serviceperson	694.30
Forklift Driver	692.40
Brewhouse Control Operator (Steinecker Brewing Plant)	688.90
Engine Room Greaser	687.80
Plant Greaser	679.40
Customer Serviceperson	678.90
Engine Driver Trainee	678.10
Filterperson	676.60
Fireman Trainee	696.20
Fermentation Man -	672.70
Packaging Operators	667.90
Bulk Packaging Operator	671.90
Security Officer	664.50
Greaser	665.70
Bulk Packaging Operator	660.40
Recovery Plant Operator	658.10
Brewhouse Complex Operator	658.10
Filtration Complex Operator	658.10
Dispatch Hand/Loadmaker Poly	674.10
All other adults packaging	656.80
Bottle Shop Hand	654.70
Dispatch Hand/Loadmaker	670.60
Traffic Controller	654.70
Other Adult - Road Sweeper	655.10
Quality Control Employee	635.40
Beer Runner	635.60
Gardener	635.40
Main Stores Storeperson	645.30
Barperson	645.40
Other Adults - Cleaners	636.30
Dispatch Hand/Loadmaker	632.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	Amount \$
1	2(ii)(a)	Leading Hands in charge of not more than 10 people	31.72 per week
2	2(ii)(b)	Leading Hands in charge of more than 10 people	45.22 per week
3	2(ii)(c)	Employees in brewhouse, refrigerated cellars and malshouses	5.96 per week
4	2(ii)(d)	Employees, qualified first-aid attendant	13.17 per week
5	2(ii)(e)	Shiftworkers, as defined - provided employees on 5-day roster of each night shift worked receive additionally	55.91 per week 1.62 per shift
	5(iv)	Employees on a fixed afternoon shift	67.04 per week
	5(iv)	Employees on a fixed night shift	133.75 per week
6	2(ii)(f)	Employees on 7-day continuous shift roster	75.14 per week
7	2(ii)(g)	Shiftworker on 12 hour rostered shift	75.14 per week
8	2(ii)(h)	Forklift allowance - battery operated	10.35 per week
9	2(ii)(i)	Uniform allowance	8.43 per week
10	2(ii)(j)	Forklift driver required to use hydraulic grab attachments	16.54 per week

11	3	Service Increments after - 1st year 2nd year 3rd year 4th year 5th year and thereafter	22.50 per week 24.52 per week 28.23 per week 32.06 per week 35.54 per week
12	6(iii)	Meal Allowance	7.21 each occasion
13	6(iv)	Breakfast Allowance	1.64 each occasion

2. The variation shall apply from the first full pay period commencing on or after 2 August 2008.

P. J. CONNOR, Commissioner

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BUSINESS EQUIPMENT MAINTENANCE (STATE) AWARD, THE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 798 of 2008)

Before Commissioner Ritchie

5 June 2008

VARIATION

1. Delete subclause (iv) of clause 3, Wages, of the award published 16 May 1997 (298 I.G. 531), and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Office Equipment Mechanic	598.20	20.00	618.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	3(ii)	Leading Hands - in charge of not less than three and not more than 10 employees	27.20 p/wk	28.30 p/wk
		in charge of 10 and not more than 20 employees	40.75 p/wk	42.40 p/wk
		in charge of more than 20 employees	51.75 p/wk	53.80 p/wk
2	8	Standing-by allowance	9.70 p/hr	10.10 p/hr
3	11(i)(ii)	Meal allowance	9.55 p/meal	10.40 p/meal
4	16(vi)(b)	Meal allowance included as reasonable expenses whilst travelling	9.55 p/meal	10.40 p/meal
5	16(vi)(b)	Additional meal allowance for evening meal whilst travelling	9.55 p/meal	10.40 p/meal

6	16(vi)(c)	Living away from home allowance	68.40 p/day	73.55 p/day
7	16(vi)(c)	Evening meal allowance paid in addition to living away from home allowance	13.35	14.50
8	29(v)	Laundry allowance	2.20 p/wk	2.30 p/wk

Note: These allowances are contemporary for expense related allowances as at 30 March 2008 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first pay period to commence on or after 5 June 2008.

D.W. RITCHIE, Commissioner

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BUTTON MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1174 of 2008)

Before Commissioner McKenna

29 July 2008

VARIATION

1. Delete subclause 12.2, of clause 12, Rates of Pay, of the award published 21 February 2003 (338 I.G. 393), and insert in lieu thereof the following:

12.2 State Wage Case 2008

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- (i) any equivalent overaward payments, and /or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B - Monetary Rates and insert in lieu thereof the following:

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

Rates of pay from the beginning of the first pay period to commence on or after 29 July 2007.

Skill Level	Description	Award Rate Per Week \$
1	Trainee/ Labourer	552.70
2	General Operations Duties	571.50
3	Warehouse Duties	586.20
4	Technically Skilled and Assistant Supervisor	607.90
5	Trades person/ Assistant Foreperson	640.80
6	Production Support Supervisor	664.70
7	Supervisor	686.30

Table 2 - Other Rates and Allowances

Allowances from the beginning of the first pay period to commence on or after 29 July 2008.

Item No.	Clause No.	Brief Description	Amount \$
1	20.1	First-aid Allowance	11.00 per week
2	20.2	Leading Hand Allowance	Per week
		In charge of up to 10 employees	23.30
		In charge of up to 11 to 20 employees	33.95
		In charge of 21 or more employees	41.15

3	20.8	Payment by Results Systems -	
		Employee who instructs learners	
		1st week	5.50
		2nd week	4.85
		3rd week	4.25
		continue instructing a learner thereafter	4.25
4	20.9	Change of shifts without 2 days' notice - compensation	18.20
5	20.10	Meal Allowance	7.75
		For each subsequent meal	5.65
6	52.1	Disability Allowance	3.95
	52.2	Inadequate dining and/or rest facilities	3.95

3. This variation shall take effect from the first full pay period on or after 29 July 2008.

D. S. McKENNA, Commissioner

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CLOTHING TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1173 of 2008)

Before Commissioner McKenna

29 July 2008

VARIATION

1. Delete clause 7, Absorption Commitment, of the award published 9 May 2008 (365 I.G. 1236), and insert in lieu thereof the following:

7. Absorption Commitment

- 7.1 The rates of pay in this Award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
- (i) any equivalent over award payments, and/or
 - (ii) award wage increase since 29 May 1991 other than Safety Net, State Wage Case, and minimum wage adjustments.
- 7.2 The rates in Tables 1 - Rates of Pay, and the rates in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall operate from the beginning of the first pay period to commence on or after 29 July 2008.
2. Delete Part B - Monetary Rates and insert in lieu of the following:

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

Clause 6 - Rates of Pay

Adult Rates of Pay from the beginning of the first pay period to commence on or after 29 July 2008.

Skill Level	Award Rate \$
Trainee	545.40
1	562.70*
2	586.10
3	607.90
4	642.90
5#	686.30**

* Calculation for minute pay rate for PBR purposes

** Note yet determined as to relativity

Not a skill level

Table 2 - Other Rates and Allowances

Allowances payable from the beginning of the first pay period to commence on or after 23 July 2007.

Item No.	Clause No.	Brief Description	Amount \$
1	6.6.1	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist rate	16.00
2	6.6.2	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist	11.75
3	17.1	Meal Money	9.40
4	46.1	Disability allowances - Inadequate dining facilities	3.95
5	46.2	Disability Allowances - Inadequate rest facilities	3.95

3. Delete the paragraph commencing "Wages" in clause 63, Schedule C, Information to be given to Outworkers, and insert in lieu thereof the following:

Wages - According to law, as at 29 July 2008 the usual weekly wage for 38 hours, Monday to Friday is \$586.10. The hourly rate is \$15.42. Remember, the law says you must not be paid less than the hourly rate according to the award.

4. This variation shall take effect on and from the first full pay period on or after 29 July 2008.

D. S. McKENNA, Commissioner

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COACHMAKERS, &c., ROAD AND PERAMBULATOR MANUFACTURERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1530 of 2007)

Before Commissioner Bishop

7 March 2008

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Contract of Employment
3A	Secure Employment
4.	Payment of Wages
5.	Wage Rates - Adults
6.	Junior Employees Other than Apprentices
7.	Apprenticeships
8.	Adult Apprenticeships
9.	Special Rates and Allowances
10.	Hours of Work
11.	Meal Breaks
12.	Rates for Shift Workers
13.	Rates for Sunday Work
14.	Rates for Holiday Work
15.	Overtime
16.	Mixed Functions
17.	Holidays
18.	Annual Leave
19.	Annual Leave Loading
20.	Sick Leave
21.	Personal/Carer's Leave
22.	Bereavement Leave
22A.	Parental Leave
23.	Long Service Leave
24.	Travelling Time, Accommodation and Meals
25.	Jury Service
26.	Clothing, Equipment and Tools
27.	Time and Wages Record
28.	Right of Entry
29.	Shop Stewards
30.	Notice Board
31.	Redundancy and Retrenchment Provisions
32.	Grievance Procedure
33.	Anti-Discrimination
34.	Superannuation
35.	Traineeships
36.	Training
37.	Supported Wage

38. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

Table 3 - Weekly Rates - Industry/Skill Level A

Table 4 - Weekly Rates - Industry/Skill Level B

Table 5 - Weekly Rates - Industry/Skill Level C

Appendix A - Industry Skill Levels

2. Definitions

- (a) "Act" means the *Industrial Relations Act 1996*.
- (b) "Accessory" means any accessory or product which is installed, attached to, or fitted in or on a vehicle which was not installed, attached to or fitted in or on a vehicle at the point of manufacture and includes tow bars, bullbars, radios, tape or CD players, telephones, glass tinting, and other items not requiring a tradesperson's skills or knowledge for their attachment, installation or fitment, but does not include the fitment of natural or LPG gas conversions.
- (c) "Accessory Fitter" means a person, not being a tradesperson, who assembles and fits and/or applies accessories to vehicles.
- (d) "Automotive Serviceperson and/or Checker" means an adult employee, not being a tradesperson, engaged in checking and adjusting in the processes of pre-delivery or after sales service in accordance with the manufacturer's periodic service procedures, excluding any function requiring a tradesperson's skill and knowledge.
- (e) "Bodymaker - 1st Class" means a tradesperson engaged on the building, rebuilding, altering, without the aid of jigs, repairing or customising of passenger and/or commercial vehicle bodies, trailers and other vehicle bodies, or chassis in wood/metal and other substitute material.
- (f) "Bodymaker - 2nd Class" means an adult employee engaged on the building of bodies constructed with the aid of jigs.
- (g) "Commission" means the Industrial Relations Commission of New South Wales.
- (h) "Detailer" means an employee, not being a tradesperson, whose work includes that of a paint shop assistant and/or polisher and/or cutter using buff or wet and dry rubber and/or painter - brush and/or spray on mechanical and/or chassis components, in addition to the cleaning and polishing of new and/or used vehicles.
- (i) "Exhaust Repairer" means a person who repairs and/or replaces exhaust systems on motor vehicles, but does not include the repair, removal or replacement of any mechanical, electrical system or circuit or any electronic device associated with a motor vehicle, or any component of the engine or any other skill which falls into a trade classification.
- (j) "Inspector" means an employee who, in the course of their employment, is required to inspect the work of other employees.
- (k) "Motor Body Developer" means a tradesperson required to develop and mark up tooling work from body drafts, but does not include an employee performing work normally done by pattern makers, toolmakers, template makers, jig makers or body makers.

- (l) "On the Line" means sectionalised body building and assembling in which bodies in the course of building are moved on from one operative or group of operatives to another operative or group of operatives.
- (m) "Painter Tradesperson" means a tradesperson who is required to mix, match and apply paint and apply general trade experience.
- (n) "Paint shop Assistant" means an adult employee generally assisting in paint shop work, including stopping up, rubbing down, masking, cleaning up and/or applying other than finish coats.
- (o) "Panel Beater - 1st Class" means a tradesperson who repairs structural components, frames or panel work of motor vehicles constructed in whole or part from metal, metal alloys or substitute material and includes the formation of panels by hand or process.
- (p) "Precision Measurements" means measurement of a finer accuracy than is possible with the naked eye, from calliper, measuring scale or rule.
- (q) "Process Worker" means an employee engaged:
 - (i) on repetition work on any automatic, semi-automatic or single purpose machine or any machine fitted with jigs, gauges or other tools rendering operations mechanical (and in connection with which the employee is not responsible for the setting up of the machine or for the dimensions of the products other than by checking with gauges which are unadjustable or, if adjustable, shall not be set by the operator); or
 - (ii) in the assembling of parts or mechanical appliances or other articles so made in which no fitting or adjustment requiring skill is required; or
 - (iii) in specialised processes not requiring the use of hand tools except hammers, pliers, screwdrivers, spanners and files and such tools as are necessary for deburring or removing rags or edging.
- (r) "Radiator Repairer - First Class" means a tradesperson working to prints or drawings or measurements applying general trade experience or knowledge to the repair or recore of radiators, heating or cooling equipment and the repair of fuel tanks and the custom building of special radiators and fuel tanks.
- (s) "Radiator Repairer - Other" means a person who repairs radiators, heating equipment thermostats, or fuel tanks of motor vehicles.
- (t) "Repairer" means an employee who repairs individual vehicles or parts of vehicles.
- (u) "Smith - Tradesperson" includes coachsmith, wheelwright smith, angle-iron smith and motor smith.
- (v) "Tradesperson" means an adult employee who, in the course of their employment, works from drawings or prints required to be scaled and/or measured from drawings or prints, or makes precision measurements, or applies general trade experience and includes locksmith and 1st Class Machinist.
- (w) "Trimmer - Tradesperson" means a tradesperson who is required to perform developmental work and/or work on used vehicles, and/or work on custom built units, and/or each and every function of production trim operations or such several thereof as directed by the employer.
- (x) "Union" means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.
- (y) "Welder - Tradesperson" means a tradesperson using electric arc or acetylene blow-pipe or coal gas cutting plant on work other than filling castings, cutting scrap metal using jigs and includes re-welding by hand processes.
- (z) "Wood Machinist - 1st Class" means a machinist who in the course of their employment is called upon to grind and set knives only or to braze, set and sharpen jig saws and to set and sharpen circular saws or

to set up machines operated by other machinists or to grind knives for and set up and operate or to set and operate one or more of the following machines: shaper spindle, linderman machine, router, tenoner, still hinge and other gainer machines.

"School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

3. Contract of Employment

(a) Full-time, Part-time or Casual Hire

Except as hereinafter provided, employment shall be either on a full-time, part-time or casual basis. An employee, other than a casual, engaged for the first time shall, for the first three weeks of such engagement, be employed on a probationary basis from day to day at the appropriate weekly rate fixed by this award and terminable on a day's notice.

(b) Performance of Work

An employee shall perform such work under this award as the employer shall, from time to time, reasonably require.

(c) Absence from Duty

(i) An employee failing to attend for duty shall not be entitled to pay for the time of such non-attendance, except as provided for in clauses 17, Holidays, 18, Annual Leave, 20, Sick Leave, 21, Personal/Carer's Leave, 22, Bereavement Leave, 23, Long Service Leave, and 26, Clothing, Equipment and Tools, permitted by this award.

(ii) Where an employee is absent from work for up to 30 minutes on any day which does not entitle the employee to payment of wages, the employer and employee can agree that such absence can be made up with work after or before normal commencing times, up to the equivalent of the said absence, which will not be subject to overtime or other penalty rates.

(d) Termination of Employment

(i) Notice of Termination by Employer

An employee, other than a casual, engaged for the first time shall, for the first three weeks of such engagement, be employed on a probationary basis from day to day at the appropriate weekly rate fixed by this award and terminable on a day's notice. Provided that an employee who has previously served a probationary period of one week shall not be employed for a second probationary period by the same employer.

(1) Employment shall be terminated by a week's notice on either side, given at any time during the week, or by the payment or forfeiture of a week's wages, as the case may be.

(2) For the purposes of this subclause, such notice may be given at any time but shall expire at the ordinary finishing time of a working day or shift. Notice given before the commencement of a day's work or shift shall be deemed to have been given at the end of the previous day's work or shift, and notice given during a day's work or shift shall be deemed to be given at the end of that day's work or shift.

(3) Where an employer gives an employee notice of termination of employment, the parties may mutually agree to the employment ending at any time after the giving of the notice

and before expiration of the period of the notice and, in such a case, wages shall be paid only up to the time of the agreed termination.

- (4) Payment in lieu of the notice prescribed in subparagraphs (1) and/or (2) of this paragraph 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.
 - (5) In calculating any payment in lieu of notice, an employee shall be paid the appropriate wages at the rate applicable as prescribed by clauses 5, Wage Rates - Adults, 6, Junior Employees Other than Apprentices, and 7, Apprenticeships, which is appropriate to the employee.
 - (6) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
 - (7) Where an employer gives an employee notice of termination of employment, the employee shall, at any time after having been given such notice, be entitled to give notice to the employer of the termination of their employment, but in such circumstances the employee shall pay or forfeit wages for the balance of the notice period.
 - (8) Subject to subparagraphs (6) and (7) of this paragraph, where an employer has given notice to an employee as aforesaid, the employee shall continue in their employment until the date of the expiration of such notice.
 - (9) For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by the *Long Service Leave Act 1955*.
- (ii) Notice of Termination by Employee
- (1) The notice of termination required to be given by an employee shall be the same as that required of an employer.
 - (2) For the purpose of this subclause, such notice may be given at any time but shall expire at the ordinary finishing time of a working day or shift. Notice given before the commencement of a day's work or shift shall be deemed to have been given at the end of the previous day's work or shift, and notice given during a day's work or shift shall be deemed to have been given at the end of that day's work or shift.
 - (3) If an employee fails to give or work out the appropriate notice, the employer shall have the right to withhold wages due to the employee, with a maximum amount equal to the ordinary time rate of pay for the period or balance of notice.
 - (4) Where an employee gives notice of the termination of employment the parties may mutually agree to the employment ending at any time after the giving of the notice and in such a case wages shall be paid only up to the time of the agreed termination.
 - (5) Where an employee has given notice of the termination of employment, the employee shall, at any time after giving such notice, be entitled to give notice to the employer of the immediate termination of their employment but, in such cases, the employee shall pay or forfeit wages for the balance of the notice period.
 - (6) Subject to subparagraphs (4) and (5) of this paragraph, where an employee has given notice as aforesaid the employee shall continue in their employment until the expiration of such notice, notwithstanding subparagraph (3) of this paragraph.

An employee who, having given notice as aforesaid, is absent from work during such notice period without reasonable cause (proof whereof shall be upon the employee) shall be deemed to have abandoned their employment and shall not be entitled to payment for work done by the employee within that notice period.

(7) For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by the *Long Service Leave Act 1955*.

(iii) Time Off During Notice Period

Where an employer has given notice of termination to an employee for reason of redundancy, the employee shall be allowed up to seven hours and 36 minutes time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

(iv) 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 employment and the classification of or the type of work performed by the employee.

(v) Summary Dismissal

Notwithstanding the provision of subparagraph (3) of paragraph (i) of subclause (d) of this clause, the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be paid up to the time of dismissal only.

(vi) Unfair Dismissal

Termination of employment by an employer shall not be harsh, unjust or unreasonable. For the purposes of this clause, termination of employment shall include terminations with or without notice. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

(vii) Disputes Settlement Procedure - Unfair Dismissal

Subject to the provisions of Part 6 of Chapter 2 of the *Industrial Relations Act 1996*, any dispute or claim arising under paragraph (vi) of this subclause should be dealt with in accordance with clause 32, Grievance Procedure.

(e) Casual Employment

(i) A casual employee is one engaged and paid as such. The maximum period for which a casual employee can work continuously on a full-time basis (i.e., the total daily and weekly hours elsewhere prescribed in this award) shall be one month. In any case where such full-time employment extends beyond one month, the employee shall thereafter be deemed to be employed on a full-time or part-time basis.

(ii) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed by this award for the work which the employee performs, plus 15 per cent.

- (f) Part-time Employment
- (i) An employee may be engaged by the week to work on a part-time basis. For the purposes of this Award, part-time work is work of a lesser number of hours than constitutes full-time work under this Award, other than casual work.
 - (ii) To the extent that any provision of this Award is based on an employee engaged on a full-time basis, the provision is to apply pro-rata to part-time work under this Award.

3A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) For the avoidance of any doubt this clause does not apply to casuals who work continuously on a full time basis. The right of casual employees who work on a full time basis to convert to another type of employment is set out in clause 3 (e)(i).
- (ii) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (iii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iv) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (v) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (vi) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and

- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

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

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

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

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

4. Payment of Wages

(a)

(i) All wages shall be paid weekly or, with the agreement of the majority of employees working under the terms of this award, fortnightly. Such wages shall be paid in cash or, with the agreement of the majority of employees working under the terms of this award, by cheque or direct transfer into a bank account or financial institution nominated by the employee. Where wages are paid by direct transfer, the employer will pay any bank or other charges associated with such method of payment.

(b) An established pay day and/or pay period shall not be changed except by not less than four weeks' notice by the employer to the employees, but, subject to agreement between the employer and the majority of the employees working under the terms of this award, this period of notice can be less.

(c) Wages shall be paid in the employer's time not later than Thursday in any pay week, provided that wages shall be paid if possible not later than Wednesday in a week in which a holiday falls on the Thursday or Friday.

(d) Where wages are paid after 1.30 p.m. on pay day, the employer shall not keep more pay in hand than has accrued to an employee in respect of work performed on such pay day and the preceding day. Where wages are paid before 1.30 p.m. on pay day, the employer shall not keep more pay in hand than has accrued to an employee in respect of work performed on such pay day and the two preceding days.

(e) Upon termination of the employment, the employer shall pay wages due to an employee:

(i) on the day of such termination; or

(ii) by forwarding such wages to the employee by post on the next working day; or

(iii) at the employer's place of business on a stated day not later than seven days after such termination. If the employer requires the employee to visit such place of business to collect their wages then, in addition to the amount of moneys due, the employer shall pay the employee an additional four hours' ordinary pay.

(f) Subject to Section 118 of the Industrial Relations Act 1996, an employer may for a lawful purpose deduct from wages due to an employee such amount as is authorised in writing by the employee, provided that an employee may give written notice of withdrawal of such authority.

(g) Subject to clause 7 of Division 1 of Part 4 of the Industrial Relations (General) Regulation 2001, on or prior to pay day an employer shall state to each employee in writing the:

(1) date of payment;

(2) employee's classification;

(3) gross amount of wages, including overtime and other earnings;

- (4) the amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee;
- (5) the amount deducted for taxation purposes;
- (6) the particulars of all other deductions;
- (7) the net amount paid.

5. Wage Rates - Adults

- (a) Subject to the exceptions and exemptions provided for in this award, an adult employed in a classification or on a class of work specified in subclause (b) of this clause (other than an apprentice) or Junior Employees shall be paid the minimum classification rate, as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (b) For the purpose of subclause (a) of this clause, the following classifications shall apply:

Classification	Wage Group Level
Accessory Fitter	4
Airhammer Operator	3
Assembler when not on the line (other than a process worker or a 1st or 2nd class bodymaker) or other tradesperson	3
Assembler of accessories	4
Assembler of bodies or parts of bodies on the line	4
Automotive Dismantler	3
Automotive Serviceperson and/or Checker	4
Bodymaker - 1st class	5
Bodymaker - 2nd class	4
Dent Knocker	4
Detailer - defined	3
Detailer - other	2
Exhaust Repairer	4
Labourer-Janitor	1
Metal Finisher	4
Motor Body Developer	7
Painter - brush and/or spray	4
Paintshop Assistant	3
Painter - Tradesperson	5
Panel Beater - 1st class	5
Plastics Developer - 1st class	7
Polisher and/or Cutter using buff or wet and dry rubber	3
Power Press Operator	3
Process Worker	2
Radiator Repairer - 1st class	5
Radiator Repairer - other	4
Sewing Machinist	3
Signwriter	5
Smith - Tradesperson	5
Spotter and/or toucher up - not requiring trade skill	4
Steam Cleaner and/or Proof Coater	3
Stopper-up	3
Tradesperson Marker-off (a tradesperson the greater part of whose time in any weekly pay period is occupied in marking off)	6
Trimmer - other, including cutter by hand	4
Trimmer - sectional	4

Trimmer - Tradesperson as defined	5
Washer - vehicle and/or vehicle components	2
Welder - Tradesperson	5
Welder - electric spot and butt	3
Welder - oxy-acetylene and/or electric arc (other than tradesperson) including employee cutting by means of hand or machine torch	4
Wheelwright and Wheelmaker	5
Wood Turner and Woodwork Machinist - 1st class	5

(c) Leading Hands

In addition to the rates elsewhere prescribed in this award, leading hands shall be paid the rates as set out in Items 1, 2 and 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

(d) Inspectors

An inspector shall receive an amount as set out in Item 4 of the said Table 2.

(e) Tool Allowance - Tradespersons and Apprentices

(i) A tradesperson required by the employer to supply their own hand tools shall be paid, in addition to the rates elsewhere prescribed, an allowance as set out in Item 5 of Table 2 for supplying and maintaining tools ordinarily required in the performance of work as a tradesperson.

(ii) Notwithstanding anything elsewhere contained in this award, such tool allowance shall not be subject to overtime, shift premium or other penalty additions or annual leave loading.

(iii) This allowance shall apply to apprentices on the same percentage basis as set out in paragraph (i) of subclause (i) of clause 7, Apprenticeships, and rounded to the nearest ten cents.

(iv) Any tradesperson who is not in receipt of a tool allowance as prescribed by the said subclause (i) shall be provided by their employer with all tools necessary for the performance of the employee's duties.

(v) Notwithstanding paragraph (i) of this subclause, an employee shall provide:

- (1) all necessary power tools, special purpose tools, precision measuring instruments and snips used in the cutting of stainless steel or similar hard metals;
- (2) for woodworkers, where required, bench, bench vice, cramps above 100 millimetres, files (including saw files), rasps, hand drills, hacksaw frames and blades, bits and parallel shank drills up to 6.3 millimetres and snips.

(vi) Tradespersons shall replace or pay for any tools so supplied by their employer if lost through their negligence.

(vii) Any dispute arising as to the operation of this subclause shall apply the procedures as prescribed in clause 32, Grievance Procedure.

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

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

6. Junior Employees Other Than Apprentices

(a) Except as provided in paragraph (i) of subclause (d) of this clause and subject to clause 7, Apprenticeships, unapprenticed junior workers may be employed in any occupation covered by this award.

(b)

(i) The minimum weekly wage rate for an unapprenticed junior employee shall be an amount equal to the undermentioned relevant percentage of the ordinary weekly wage prescribed by this award for an adult Process Worker:

Age	Percentage %
Under 16 years of age	35
16 years of age	45
17 years of age	55
18 years of age	65
19 year of age	78.5
20 years of age	95

(ii) The above percentages shall be calculated in multiples of ten cents, amounts less than five cents being taken to the lower multiple and amounts of five cents or more being taken to the higher multiple.

(c) Proof of Age

An employee whom the employer has reasonable grounds for suspecting is under the age of 21 years shall, if required, furnish proof of age by means of a birth certificate or other proof satisfactory to the employer or statutory declaration by parent or guardian. The employer shall be entitled to rely upon such proof.

(d) Prohibited Work

(i) An unapprenticed junior employee (other than a probationer for apprenticeship) shall not be employed in a trade listed in clause 7, Apprenticeships.

(ii) A junior employee under the age of 16 years shall not be employed on oil or gas burners or fires used for heating of small articles, or use electric arc or oxy-acetylene blow pipe.

(iii) A junior employee under the age of 18 years shall not be employed as a furnaceman or assistant furnaceman or as an operator of a power-driven guillotine or on die-setting work on a power press.

(iv) A junior employee under the age of 18 years shall not be employed between the hours of 9.00 p.m. and 6.30 a.m.

(v) No junior employee under the age of 18 years shall be left working on their own between the hours of 7.00 p.m. and 6.30 a.m.

7. Apprenticeships

(a)

(i) An employer shall not employ minors in the following trades or occupations, otherwise than under a contract of apprenticeship as hereinafter provided:

Bodymaker - 1st class;

Painter - tradesperson;

Signwriter;

Smith, including coachsmith, springmaker, and springfitter, wheelwright smith and general smith;

Panel Beater - 1st class;

Trimmer tradesperson;

Welder - tradesperson;

Wood turner and Woodwork Machinist - 1st class.

- (ii) Nothing in this subclause shall in any way control, restrict or prohibit the engagement of a minor as an apprentice in any other trade which may from time to time be proclaimed, specified or prescribed as an apprenticeship trade.

Indentured Apprentices

- (1) Within 14 days of employment of a probationer, the employer shall notify the Commissioner for Vocational Training thereof and apply in the form prescribed for approval to establish an apprenticeship.
- (2) On receipt of a notification and application pursuant to subparagraph (1), the Commissioner shall cause inquiries to be made as to whether approval should be given to the application and may approve of the application or refer the application to the Vocational Training Tribunal which may approve the application or make such order as it considers appropriate to the particular case, including an order that the probationer be no longer employed by the applicant.
- (3) Where an application under subparagraph (1) has been approved, the Commissioner shall notify the applicant accordingly and, on the expiration of the period of probation or as soon as practicable thereafter, shall forward an indenture of apprenticeship to the employer for completion.
- (4) An employer to whom an indenture of apprenticeship is forwarded for completion shall arrange for the completion and return thereof to the Commissioner who shall retain the indenture during the term of apprenticeship to which it relates.
- (5) During the period of probation, whether or not a notification of the employment of the probationer has been forwarded to the Commissioner, the terms of an award applying to apprentices in the industry in which the probationer is employed shall, with the necessary changes, apply to and in respect of the employment of the probationer during the probationary period as if the employee were an apprentice.
- (6) An employer who terminates the employment of a probationer shall forthwith notify the Commissioner, in writing, of that termination.
 - (a) Contract of Apprenticeship
 - (i) Every contract of apprenticeship made after the publication of this award shall be in accordance with the *Apprenticeship and Traineeship Act 2001*.
 - (ii) An employer, apprentice or probationer shall have the right to make application to the Commissioner for Vocational Training on any matter affecting the apprenticeship.
 - (iii) Subject to the approval of the Commissioner for Vocational Training, but not otherwise, an employer may transfer an apprentice and place the apprentice temporarily with another employer for training purposes.

- (iv) An employer of a probationer apprentice shall advise the probationer and the probationer's parents or guardian of the intention to proceed or not with the indenturing at least two weeks before the expiry date of the probation period.
- (c) Proportion
- (i) Unless otherwise agreed between the employer and a representative of the union, or the Commissioner in the case of disagreement, the proportion of apprentices that may be taken by an employer shall be one apprentice to every two or fraction of two tradespersons in each section of the industry.
 - (ii) The number of tradespersons shall be deemed to be the average number working within the trade classification during the immediately preceding six months.
 - (iii) A person who, for a period not exceeding two years, is taking practical training in a workshop in continuance of a course of training for professional work, shall not be taken into account in calculating the proportion of apprentices to tradespersons.
- (d) Form of Apprenticeship
- (i) The term of apprenticeship shall be for a period of four years, calculated from the commencement of the probationary period.
 - (ii) The apprentice, at the end of the calendar period of any year in which the apprentice has given service to the employer upon less than the ordinary working days prescribed in the award for the trade or on which the apprentice has unlawfully absented himself/herself without the employer's consent may, for every day short of the said number of working days and for every day of each absence, be required by the employer to serve one day, in which case the calendar period of the succeeding year of the apprentice's service shall not be deemed to begin until the said additional day or days shall have been served. Provided that, in calculating the extra time to be so served, the apprentice shall be credited with time which has been worked during the relevant year in excess of the ordinary hours.
 - (iii) The employer shall, in addition to the obligations prescribed in paragraph (ii) of this subclause, notify the appropriate apprenticeship authority in writing of the intention to require the apprentice to serve an additional day for each day not served within the year.
- (e) Credits
- If the apprentice is indentured and the Vocational Training Board is satisfied that the apprentice:
- (i) Has had experience relevant to the trade concerned by having successfully completed a pre-apprenticeship trade course in any one of the trades referred to in clause 5, Wage Rates - Adults, at a recognised technical college and is indentured to that trade, the apprentice shall be credited with one month for each month to a maximum of six months so served in the trade indentured to.
 - (ii) For the purposes of determining wages payable to an apprentice under this award for a four-year term, the credit to which an apprentice is entitled or granted pursuant to paragraph (i) of this subclause shall be counted as part of the apprenticeship term completed.
 - (iii) Where an apprentice who received a credit towards the period of apprenticeship pursuant to this subclause fails, in the opinion of the Vocational Training Board, to make satisfactory progress, the Vocational Training Board may require the apprentice to serve such additional period as it determines, not exceeding the amount of the credit.

(f) Probationary Period

A person desirous of becoming an indentured apprentice shall be first employed as a probationer apprentice for three months, or for such longer period, not exceeding six months in all, as the apprenticeship authority may, on application by the employer, approve, and where a probationer becomes an indentured apprentice, the probationary period shall be counted as part of the term of apprenticeship. An employer shall, within 14 days of employing a probationer, notify the Commissioner for Vocational Training of the employment of such probationer to any of the trades mentioned herein.

(g) Dismissal, Suspension, Termination

(i) On the signing of the indenture of apprenticeship by all the parties thereto, the employer party to the indenture shall neither dismiss nor suspend the apprentice without the approval of the -

(a) Commissioner for Vocational Training in the case of dismissal; or

(b) Commissioner for Vocational Training in the case of suspension, or

(c) by the mutual consent of the parties where the employer is unable to find suitable employment for an apprentice caused through the lack of orders or financial difficulties following notification to the Commissioner for Vocational Training.

(ii) Any covenant in an indenture inconsistent with the provisions of this clause shall be null and void and of no force or effect while this award remains in force and applies to the parties of the indenture.

(h) Instruction in Welding - The training of apprentices shall include instruction in electric welding and/or oxy-acetylene welding or other forms of welding developed for the fusion of metal and/or other material as far as it is practicable with the facilities in the establishment in which they are being trained.

(i) Wages

(i) Except as provided in paragraph (iii) of this subclause, the minimum weekly rate of wage for apprentices shall be an amount equal to the undermentioned relevant percentage of the ordinary weekly wage prescribed by this award for a Bodymaker - 1st Class and, in all contracts of apprenticeship hereinafter made, the employer shall covenant to pay not less than such rate.

Year of Term	Percentage %
1st yea	44.50
2nd year	58.25
3rd year	77.25
4th year	89.00

(ii) The above percentages shall be calculated in multiples of ten cents, amounts of five cents or more being taken to the higher multiple and amounts of less than five cents being taken to the lower multiple.

(iii) An employee at the expiration of the apprenticeship who thereafter works as a minor in the occupation to which the employee has been apprenticed shall be paid at not less than the adult rate prescribed by this award for that classification.

- (j) Hours
- (i) The ordinary hours of employment of apprentices in each workshop shall not exceed those of the tradesperson.
- (ii) Holidays, Annual Leave, Sick Leave and Bereavement Leave - An apprentice shall be entitled to holidays, annual leave, sick leave, personal/carer's leave and bereavement leave in accordance with the provisions of clauses 17, Holidays, 18, Annual Leave, 20, Sick Leave, 21, Personal/Carer's Leave, and 22, Bereavement Leave, respectively.
- (k) Payment by Results
- An apprentice shall not work under any system of payment by results.
- (l) Computation of Time Spent in Classes
- Any time occupied by an apprentice during working hours in attendance at a technical college or in carrying out a correspondence course, as required by the terms of an award (including time actually spent in travelling to and from a technical college) shall:
- (i) be counted as and included as part of the apprentice's term of apprenticeship; and
- (ii) shall be deemed to be time worked for the purpose of calculating wages to be paid to the apprentice under any award.
- (m) The Commissioner - Definition
- For the purpose of this clause, "the Commissioner" shall mean the Commissioner for Vocational Training.
- (n) Wages for school based apprentice
- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
- (ii) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (iii) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- (o) Progression through Wage Structure
- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- (p) Conversion from a school based to a full time apprenticeship
- Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this

Award. This progression applies in addition to the progression achieved as a school based apprentice.

(q) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(r) Disputes and Disciplinary Matters

The provisions of the Apprenticeship and Traineeship Act 2001 shall apply for the resolution of disputes and disciplinary matters.

8. Adult Apprenticeships

(a) Definitions

An "adult apprentice" means an adult person at the time of entering into an indenture to one of the trades in clause 5, Wage Rates - Adults.

(b) Contract of Indenture

(i) A suitable contract of indenture shall be drawn up between the adult apprentice and the employer stipulating:

- (1) the names of the parties;
- (2) a statement of the trade or trades to which the adult apprentice is to be bound and which the adult apprentice is to be taught during the course and for the purpose of the apprenticeship;
- (3) the duration of the contract;
- (4) the credits to be granted in accordance with paragraph (ii) of this subclause;
- (5) the details of the training to be successfully completed in order to gain recognition as a tradesperson;
- (6) a covenant by the employer to teach and instruct or cause the adult apprentice to be taught or instructed in the trade to which the adult apprentice is bound;
- (7) a covenant that for the duration of the contract of indenture the adult apprentice shall be of good conduct and shall diligently pursue their course of instruction;
- (8) the date on which the apprenticeship is to commence or from which it is to be calculated;
- (9) all other conditions of apprenticeship.

(ii) The training to be completed by an adult apprentice under a contract of indenture will be determined by the relevant State Training Authority through its approved agencies, based upon training credits being granted for the relevant working experience and educational standard obtained by the apprentice.

(c) Wage Rate

(i) Where a person was employed by an employer in the vehicle or metal and engineering industry immediately prior to becoming an adult apprentice with that employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured. For the purposes of fixing a rate of pay, the adult apprentice shall continue to receive the rate of pay that is from time to

time applicable to the classification or class of work specified in clause 5, Wage Rates - Adults, and in which the adult apprentice was engaged immediately prior to entering into the contract of indenture.

- (ii) Subject to paragraph (i) of this subclause, the rate of pay of an adult apprentice shall be the wage prescribed by Table 1 - Wages, of Part B, Monetary Rates, except where such a rate is lower than the rate of a corresponding year for an apprentice.

(d) Proportion

An adult apprentice shall not be taken into account in determining the ratio of apprentices to tradespersons.

(e) Preference

- (i) Preference of employment as an adult apprentice should be given to an applicant who is currently employed by the employer so as to provide for genuine career path development.
- (ii) Adult apprentices shall not be employed at the expense of other apprentices.

9. Special Rates and Allowances

In addition to the wages prescribed elsewhere in the award, the special rates and allowances hereinafter appearing shall be paid to an employee.

(a) Confined Spaces

An employee, other than one working on a vehicle or parts of a vehicle, working in a confined space or place the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation, shall be paid an amount as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

(b) Dirty Work

- (i) An employee doing work which a foreperson and the employee shall agree is of an unusually dirty or offensive nature shall be paid an amount as set out in Item 7 of Table 2.
- (ii) In any case coming within this subclause, the minimum payment on any day or shift shall be an amount as set out in Item 8 of Table 2; provided, however, that the said minimum payment of an amount as set out in Item 6 of Table 2 shall not be payable in respect of a specific job when other higher special rates are payable for that job on the same day or shift and such higher rate exceeds an amount as set out in the said Item 6 on the particular day or shift.
- (iii) In the case of disagreement between the foreperson and the employee, the employee or shop steward on their behalf shall be entitled, within 24 hours, to ask for a decision on the employee's claim by the employer's industrial officer (if there be one) or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such a case a decision shall be given on the employee's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day) or else the said allowance shall be paid.
- (iv) In any case where a union alleges that an employer or their representative is unreasonable or capricious in relation to such a claim, it shall have the right to bring such a case before the Industrial Registrar pursuant to section 130 of the *Industrial Relations Act 1996*.

(c) Height Money

An employee working on structures at a height of 15 metres or more directly above the nearest horizontal plane shall be paid an amount as set out in Item 9 of Table 2.

(d) Hot Places

- (i) Employees working for more than one hour in the shade:
 - (1) in places where the temperature is raised by artificial means to between 35 degrees Celsius and 55 degrees Celsius shall be paid an amount as set out in Item 10 of Table 2;
 - (2) in places where the temperature exceeds 55 degrees Celsius shall be paid an amount as set out in Item 11 of Table 2.
- (ii) Where work continues for more than two hours in temperatures exceeding 55 degrees Celsius, an employee shall also be entitled to 20 minutes' rest after every two hours' work without deduction of pay.
- (iii) The temperature shall be decided by the foreperson of the work after consultation with the employee who claims the extra rate.

(e) Glass or Slag Wool

- (i) An employee handling loose slag wool, loose insulwool, or other material of a like nature used for providing insulation against heat, cold or noise on the construction, repair or demolition of furnaces, walls, floors, and/or ceilings shall be paid an amount as set out in Item 12 of Table 2.
- (ii) Fibreglass Work
 - (1) An employee required to grind, drill, file or saw fibreglass shall be paid an additional amount as set out in Item 13 of Table 2.
 - (2) In any case coming within this subclause the minimum payment shall be an amount as set out in Item 14 of Table 2 where the disability occurs during the second half of the day or shift, and an amount as set out in Item 14A of Table 2 where the disability occurs during the first half of the day or shift.

(f) Drivers Handling Garbage

An employee employed as a driver of a vehicle handling garbage shall be paid an amount as set out in Item 15 of Table 2.

(g) Livestock Transport

An employee working on the underside or the body of the stock compartment of a vehicle which has been regularly used in the carriage of livestock and which has not been cleaned down immediately before service shall be paid an amount as set out in Item 16 of Table 2.

(h) First-Aid Qualifications

- (i) An allowance of an amount as set out in Item 17 of Table 2 shall be paid to employees with the first-aid responsibility and where satisfactory qualifications are held.
- (ii) This extra rate is not subject to the limitation prescribed by paragraph (i) of this subclause but is payable in addition to any other rate or allowance prescribed by this clause.

(i) Special Rates Not Cumulative

Where more than one of the disabilities entitling an employee to extra rates exists on the same job, the employer shall be bound to pay only one rate, namely the highest, for the disabilities so prevailing. Provided that, where an employee suffers more than one disability at the same time and such disabilities provide for the payment of extra rates for dirty work, working at heights or in confined spaces, the

employee shall be entitled to receive extra rates in respect of each of the aforesaid disabilities so suffered.

(j) Rates Not Subject to Penalty Additions

The special rates and allowances prescribed by this clause shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.

10. Hours of Work

(a) Hours of Work shall be an average of 38 per week to be worked on one of the following bases:

- (i) 38 hours within a work cycle not exceeding seven consecutive days; or
- (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

(b) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday, and between 7.00 a.m. and noon on Saturday. In localities where the recognised half-holiday is on a day other than Saturday, the day so recognised may be substituted for Saturday for all purposes of this award.

(c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 a.m. and 6.00 p.m. Provided that the spread of hours may be altered by mutual agreement between an employer and the majority of employees in the plant or section or sections concerned.

Provided further that work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.

(d) The ordinary hours of work prescribed herein shall not exceed ten on any day, provided that:

- (i) in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between an employer and the majority of employees in the plant or work section or sections concerned; and
- (ii) by arrangement between an employer, the majority of employees and the union, where applicable, in the plant or work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked, subject to:
 - (1) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-hour shifts;
 - (2) proper health monitoring procedures being introduced;
 - (3) suitable roster arrangements being made; and
 - (4) proper supervision being provided.

(e) Five-Day Week

- (i) In any case in which the ordinary week's work of 38 hours can be performed on five days as aforesaid without:
 - (1) detriment to the public interest;

- (2) loss in the value of goods handled or to be handled;
 - (3) reducing the efficiency of production; or
 - (4) reducing the efficiency of the necessary service, and a majority of the employees in such workshop or establishment desire to work their ordinary hours in five days as aforesaid, the employer shall adopt a five-day week in such workshop or establishment. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss or reduction, as aforesaid, shall be determined by the Industrial Relations Commission of New South Wales upon application made by or on behalf of the employees. Upon such an application, proof that the working of a five-day week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.
- (ii) It is a condition of the allowing of a five-day week hereunder that, if required, employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.
- (f) Except as provided in subclauses (g) and (h) of this clause, the method of implementation of the 38-hour week may be any one of the following:
- (i) By employees working less than eight ordinary hours each day; or
 - (ii) by employees working less than eight ordinary hours on one or more days each week; or
 - (iii) by fixing one weekday on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- (g) Subject to the provision of subparagraph (1) of paragraph (iv) of subclause (a) of clause 12, Rates for Shift Workers, the employer and the majority of employees in the plant or section or sections concerned may agree that the ordinary working hours are to exceed eight on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply.
- (h) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.
- (i) Notice of Days Off
- Except as provided in subclause (j) of this clause, in cases where, by virtue of arrangement of the ordinary working hours, an employee, in accordance with paragraphs (iii) and (iv) of subclause (f) of this clause, is entitled to a day off during the work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday the employee is to take off.
- (j) Substitute Day
- (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with the said paragraphs (iii) and (iv) of subclause (f) of this clause, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
 - (ii) An individual employee, with the agreement of the employer, may substitute the day to be taken off for another day.
- (k)

- (i) Notwithstanding any other provision in this clause an employer, to suit any special circumstances, may reach agreement with an individual employee or a group or section of employees, to defer the taking of up to five days of accumulated time off.
- (ii) An individual employee, with the agreement of the employer, may defer the taking of time off up to a maximum of five days.
- (iii) Where agreement has been reached in accordance with paragraphs (i) and (ii) of this subclause, accumulated time off must be taken within six months of the date on which agreement to defer was reached.

11. Meal Breaks

- (a) Meal breaks shall be for a period of not less than 30 minutes and not more than 60 minutes.
- (b) An employee shall not be required to work for more than five hours without a break for a meal, provided that:
 - (i) in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee shall not be required to work for more than six hours without a break for a meal; and
 - (ii) by agreement between an employer and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- (c) The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (d) An employer may stagger the time of taking a meal and rest break to meet operational requirements.
- (e) Subject to the provision of subclause (a) of this clause, an employee employed as a regular maintenance person shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.
- (f) Except as provided in subclauses (b), (c) and (d) of this clause, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

12. Rates for Shift Workers

- (a) Continuous Work Shifts
 - (i) For the purposes of this clause, the expression "continuous work" means work carried on with consecutive shifts of employees throughout 24 hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks (if any).
 - (ii) An employee working on continuous work shifts shall work thereon such number of shifts up to six per week as may be required.
 - (iii) This subclause shall apply to shift workers on continuous work as hereinbefore defined. The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the following conditions, such shift workers shall work at such times as the employer may require.

- (iv) A shift shall consist of not more than ten hours inclusive of crib time, provided that:
- (1) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
 - (2) by agreement between an employer, the majority of employees and the union where applicable, in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked, subject to:
 - (a) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-hour shifts;
 - (b) proper health and monitoring procedures being introduced;
 - (c) suitable roster arrangements being made; and
 - (d) proper supervision being provided;
 - (3) except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours;
 - (4) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.
- (v) The ordinary hours prescribed by this subclause shall be worked continuously.

(b) Shifts Other than Continuous Shift Work

This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. Subject to subclauses (f) to (k), of clause 10, Hours of Work, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- (i) 38 hours within a period not exceeding seven consecutive days; or
- (ii) 76 hours within a period not exceeding 14 consecutive days; or
- (iii) 114 hours within a period not exceeding 21 consecutive days; or
- (iv) 152 hours within a period not exceeding 28 consecutive days.
- (v) The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than five hours without a break for a meal. Except at regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (vi) Provided that:
 - (1) the ordinary hours of work prescribed herein shall not exceed ten hours on any day;
 - (2) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
 - (3) by agreement between an employer, the union or unions concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- (a) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-hour shifts;
 - (b) proper health and monitoring procedures being introduced;
 - (c) suitable roster arrangements being made;
 - (d) proper supervision being provided.
- (vii) Provided that the ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided that if any arrangement of ordinary working hours is to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.
- (c) Variation of Working Shifts
- The method of working shifts may in any case be varied by agreement between the employer, the employee/s or the union, where applicable, to suit the circumstances of the establishment or, in the absence of agreement, by seven days' notice of alteration given by the employer to the employees concerned and thereafter shall only be altered in like manner.
- Any disputes arising in relation to this subclause shall be subject to the provisions of clause 32, Grievance Procedure.
- (d) Commencing and Finishing Times
- Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (e) Prohibition on Juniors
- No employee under the age of 16 years shall be required or permitted to work on afternoon or night shift.
- (f) For the purpose of this clause:
- (i) "Afternoon Shift" means a shift commencing not later than 6.00 p.m. on any day.
 - (ii) "Night Shift" means a shift commencing any time after 6.00 p.m. on any day.
- (g) An employee on an afternoon or night shift (other than a continuous work shift) as defined in subclause (f):
- (i) which does not continue for five successive working afternoons or nights or more in a five-day workshop or six successive afternoons or nights or more in a six-day workshop or for at least the number of ordinary hours prescribed by one of the alternative arrangements in subclauses (a) and (b) of this clause shall be paid at the rate of time and one-half for each such shift;
 - (ii) which has been in operation for five successive afternoons or nights or more in a five-day workshop or six successive afternoons or nights or more in a six-day workshop shall be paid, in addition to their ordinary rate, an amount equal to the following relevant percentage of their ordinary rate:
 - (1) 30 per cent for working on night shift only;
 - (2) 18 per cent for working on alternating night and afternoon shifts;
 - (3) 12.5 per cent for the night shift, working on alternating day and night shifts;

- (4) 18 per cent for working on afternoon shift only;
 - (5) 12.5 per cent for the afternoon shift, working on alternating day and afternoon shifts; and
 - (6) 12.5 per cent for the afternoon and night shifts, working on alternating day, afternoon and night shifts.
- (h) The extra rates prescribed by subparagraphs (2), (5) and (6) of paragraph (ii) of subclause (g) shall be payable only when shifts are changed once in every three weeks or shift cycle agreed pursuant to paragraph (iii) of subclause (a) or paragraph (i) of subclause (b); otherwise the extra rates prescribed by subparagraphs (1) and (4) of paragraph (ii) of subclause (g) shall apply.
- (i) An employee working continuous work shifts shall, whilst on an afternoon or night shift, be paid in addition to their ordinary rate an amount equal to ten per cent of their ordinary rate.
- (j) The minimum rate to be paid to a night shift only worker for work performed between midnight on Friday and midnight on a Saturday shall be time and one quarter, such rate to be in substitution for and not cumulative upon the shift premiums prescribed in subclauses (g) and (h) of this clause.

Payments prescribed by this clause shall stand alone and shall not be included for any other purposes of this award.

13. Rates for Sunday Work

Work performed on Sundays shall be paid for at the rate of double ordinary time, with a minimum payment for one hour.

14. Rates for Holiday Work

Work performed on public holidays and union picnic day shall be paid for at the rate of two and one-half times the ordinary rate, with a minimum payment for one hour.

15. Overtime

- (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first three hours and double time thereafter, to continue until the completion of the overtime work. The same provisions and conditions shall apply to juniors and apprentices. Except as provided in this subclause and subclause (b) of this clause, in computing overtime each day's work shall stand alone.
- (b) When overtime is necessary, it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

- (c) An employee recalled to work overtime after leaving their employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time the employee is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to their employer's premises to perform a specific

job outside the employee's ordinary hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

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

- (d) Subject to any custom now prevailing under which an employee is required to regularly hold themselves in readiness for a call back, an employee required to do so after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time from which the employee is so required.
- (e) For work done during meal hours and thereafter until a meal break is allowed, time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.
- (f) An employee employed as a regular maintenance person shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done whilst such plant is idle.
- (g) An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time. An employee required to work overtime for more than one and a half hours (or, in the case of an employee engaged in production, for more than two hours) shall before starting overtime after working ordinary hours be allowed a meal break of 20 minutes which shall be paid at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand, provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- (h) An employee required to work overtime for more than two hours without being notified the previous day or earlier that they will be so required to work shall either be supplied with a meal by the employer or be paid an amount as set out in Item 18 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for each meal, but such payment need not be made to an employee living in the same locality as the workshop who can reasonably return home for meals. Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime or is required for less than the amount advised, the employee shall be paid as above prescribed for meals which the employee had provided but which are surplus.

- (i) When an employee, after having worked overtime or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide to the employee a conveyance home, or pay current wage for the time reasonably occupied in reaching home.
- (j) Where practicable, no apprentice under the age of 18 years shall be required to work overtime or shift work; provided that no apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent the apprentice attending technical college or when the apprentice would be unsupervised.
- (k) Time off in lieu of payment for overtime may be provided if an employee so elects and it is agreed to by the employer.

Such time off in lieu must be taken at a mutually convenient time and within four weeks of the overtime being worked.

Time off in lieu must equate to the overtime rate, i.e., if the employee works one hour overtime and elects to clear time off in lieu of payment, the time off would be equal to time and one-half.

Provided that where an employee's employment is terminated or the employee resigns or the entitlement has not been taken, the entitlement shall be paid out at the rate at which it was accrued.

16. Mixed Functions

An employee engaged for more than half of one day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift. If engaged for less than half of one day or shift, they shall be paid the higher rate for the time so worked.

17. Holidays

- (a) Employees on weekly hiring shall be entitled to the following public holidays without loss of pay, except as herein provided: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Sovereign's Birthday, Bank Holiday, Christmas Day, Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days, respectively, together with such other days as may be proclaimed or gazetted as public holidays in the district in which the employee is employed.
- (b) For the purpose of this award:
 - (i) Where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.
 - (ii) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day.
 - (iii) Where New Year's Day falls on a Saturday or Sunday, the following Monday shall be observed as New Year's Day.
 - (iv) Where Anzac Day falls on a Saturday or Sunday, the following Monday shall be observed as Anzac Day, and the said Saturday and/or Sunday shall be deemed not to be holidays. By agreement between the employer and the majority of employees in a particular workplace, other days may be substituted for the said days or any of them as to that workplace.
 - (v) The day on which the annual picnic of the union is held shall be a holiday (without pay if such a day is a day other than one mentioned in subclauses (a) and (b) of this clause); provided that the Secretary or Branch Secretary of the union shall give written or printed notice of the intention to hold the picnic. Such notice shall be sent by prepaid letter to each employer concerned not less than three weeks or more than six weeks prior to the date on which the picnic is to be held.

18. Annual Leave

See *Annual Holidays Act 1944*.

19. Annual Leave Loading

- (a) In this clause, the *Annual Holidays Act 1944* is referred to as "the Act".
- (b) Before an employee is given and takes their annual holiday, or where by agreement between the employee and employer 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 (f)).
- (c) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (d) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day

off not worked) or, where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (f) as to holidays taken wholly or partly in advance).

- (e) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (d) at the rate per week of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday.
- (f) No loading is payable to an employee who takes annual leave holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause applying the award rates of wages payable on that day.
- (g) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (i) 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 (e) of this clause.
 - (ii) 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 under the Act, such proportion of the loading that would have been payable under this clause if the employee had become entitled to an annual holiday prior to the close- down as the employee's qualifying period of employment in completed weeks bears to 52.
- (h)
 - (i) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (e) for the period not taken.
 - (ii) Except as provided by paragraph (i) of this subclause, no loading is payable on the termination of an employee's employment.

20. Sick Leave

- (a) An employee, other than a casual, who is absent from work on account of personal illness or on account of injury by accident, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (i) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
 - (ii) The employee shall, within four hours of the commencement of such absence, inform the employer of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
 - (iii) The employee shall prove to the satisfaction of the employer (or, in the event of dispute, the Industrial Committee) that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
 - (iv) The employee shall not be entitled in the first 12 months of employment with an employer to leave in excess of 38 hours of working time but thereafter shall be entitled to leave up to 60.8 hours of working time each year, subject to paragraphs (v) and (vi) hereafter.
 - (v) The employee shall not be entitled to sick leave during the first month of employment.

- (vi) In the case of an employee with not less than three months' continuous service, continuity of employment for the purposes of this clause shall not be affected by reason of the employee being stood off on account of seasonal fluctuations for any period not exceeding three months in any sick leave year. For the purposes of this paragraph, seasonal fluctuations include:
- (1) the termination of an employee's services owing to completion of contracts or finalisation of body models; or
 - (2) completion of or changes in production or tooling programs.
- (vii) All medical certificates shall comply with the following criteria:
- (1) Certification shall be legible and state that the employee is unfit for duty on account of personal illness or injury by accident and the expected duration of the disability.
 - (2) Certificates shall be on pre-printed notepaper and include the name of the medical practitioner and the address of the surgery.
 - (3) Certificates shall show the date of the medical examination and the name of the patient examined.
 - (4) Retrospective or altered certificates are unacceptable.

(b) Single Day Absences

An employee shall not be entitled to single days of paid sick leave on more than two occasions in any one year of service unless the employee produces to the employer a certificate from a qualified medical practitioner to the effect that the employee is unfit for duty on account of personal illness or injury by accident. Nothing in this subclause shall limit the employer's rights under paragraph (iii) of subclause (a) of this clause.

(c) Cumulative Sick Leave

Sick leave shall accumulate from year to year so that any balance of the period specified in paragraph (iv) of subclause (a) or in subclause (c) of this clause which has in any year not been allowed to an employee by the employer as paid sick leave may be claimed by the employee and, subject to the conditions hereinbefore prescribed, shall be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall not exceed 576 hours and shall be available to an employee for a period of nine years, but for no longer, from the end of the year in which it accrues.

(d) Transmission of Business

Where an employer is a successor or assignee or transmittee of a business and if an employee was in the employ of the employer's predecessor at the time when the employer became such successor or assignee or transmittee, the employee in respect of the period during which the employee was in the service of the predecessor shall, for the purpose of this clause, be deemed to be in the service of the employer.

(e) Leave Granted Without Entitlement

Where an employee claims sick leave in circumstances where, under the terms of this clause, the employee has no entitlement and the employer, at the request of the employee, grants paid leave, such paid leave shall be debited against the employee's entitlement to sick leave.

(f) Definition of Year

For the purposes of this clause "year" means the period between 1 June in each year and the next 31 May.

(g) Part-Day Absences

In the case of employees whose hours of work are fixed in accordance with paragraphs (iii) or (iv) of subclause (f) or subclause (g) of clause 10, Hours of Work, sick pay entitlement for part-day absences shall be calculated on a proportionate basis as follows:

Duration of sick leave absence ordinary hours normally worked that day	X	Appropriate weekly rate 5
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In the case of employees whose hours of work are fixed in accordance with paragraphs (i) or (ii) of subclause (f) of the said clause 10, sick pay entitlement for part-day absences shall be calculated on a proportionate basis as follows:

Duration of sick leave absence ordinary hours normally worked that day	X	Appropriate weekly rate 38
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(h) Sickness on Day Off

Where an employee is sick or injured on the weekday the employee is to take off in accordance with paragraphs (iii) or (iv) of subclause (f) or subclause (g) of the said clause 10, the employee shall not be entitled to sick pay nor will the employee's sick pay entitlement be reduced as a result of the employee's sickness or injury that day.

21. Personal/Carer's Leave

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 20, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or

wife of that person on a bona fide domestic basis although not legally married to that person; or

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

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

Where the parties are unable to reach agreement the disputes procedure at clause 32, Dispute Procedure, should be followed.

(2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 21(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

- (4) Time Off in Lieu of Payment for Overtime
- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause and despite the provisions of subclause (k) of clause 15, Overtime, the following provisions shall apply.
 - (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (c) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-Up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay,
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate, which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (7) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 21(1)(b) and 21(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 21(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

22. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to three days bereavement leave without deduction of pay, on each occasion of the death 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, after one month's continuous service with the employer, shall be entitled to a maximum of two days bereavement leave where the employee travels outside Australia to attend the funeral. Provided further that, by agreement with the employer, additional days may be granted without pay on request of the employee.
- (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/carers leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 21, Personal/Carers Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 21. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
- (a) Subject to the evidentiary and notice requirements in 22(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 21(1)(c)(ii) of clause 21, Personal / Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

22A. Parental Leave

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

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

(3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

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

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

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

23. Long Service Leave

See *Long Service Leave Act 1955*.

24. Travelling Time, Accommodation and Meals

- (a)
- (i) An employee who on any day or from day to day is required to work at a job away from their accustomed workshop or depot shall, at the direction of the employer, present themselves for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from the employee's home to such workshop or depot and returning) the employee shall be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and such workshop or depot.
 - (ii) An employee who, with the approval of the employer, uses their own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which the employee would have incurred in using public transport unless the employee has an arrangement with their employer for a regular allowance.
- (b) An employee:
- (i) engaged in one locality to work in another; or
 - (ii) sent, other than at the employee's own request, from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence,
 - (iii) shall be paid travelling time whilst necessarily travelling between such localities and, for a period not exceeding three months, expenses. Provided that such expenses shall cease after the employee has taken up permanent residence or abode at the new location.
- (c) An employee sent from their usual locality to another (in circumstances other than those prescribed in subclause (b) of this clause) and required to remain away from their usual place of abode shall be paid travelling time whilst necessarily travelling between such localities and expenses whilst so absent from the employees usual locality.
- (d) The rate of pay for travelling time shall be the ordinary rate, except on a Sunday or holiday referred to in clause 17, Holidays, when it shall be time and one half.
- (e) The maximum travelling time to be paid for shall be 12 hours out of every 24 hours or, when a sleeping berth is provided by the employer for all-night travel, eight hours out of every 24.
- (f) "Expenses" for the purposes of this clause means:
- (i) all fares reasonably incurred and, for boat travel, the fares allowed shall be first class on coastal boats and on interstate boats where there is no second class distinct from steerage and, for rail travel, second-class except where all- night travelling is involved when they shall be first class with sleeping berth where available;
 - (ii) reasonable expenses incurred whilst travelling, including a meal allowance for each meal taken of an amount as set out in Item 19 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates;
 - (iii) a reasonable allowance to cover the cost incurred for board and lodging.

25. Jury Service

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

An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

26. Clothing, Equipment and Tools

- (a) Employees engaged in working with acids shall be supplied with rubber gloves.
- (b) Employees engaged in wet rubbing shall be provided with rubber aprons and rubber boots.
- (c) Reasonable washing and sanitary conveniences shall be provided by the employer.
- (d) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or, where used by more than one employee, such goggles shall be sterilised before being used by another employee.
- (e) Suitable canvas or leather gloves shall be provided by the employer for the operators of pneumatic hammers.
- (f) The employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an appropriate first-aid outfit and appliances as required by clause 20 of the Occupational Health and Safety Regulation 2001.
- (g) Employers shall provide boiling water for employees at meal time.
- (h) Employers shall provide, for the use of employees in workshops, a sufficient supply of wholesome cool drinking water from bubble taps or other suitable drinking fountains.
- (i) Employers shall provide adequate ventilation in workshops and facilities for the free circulation of air. (See also clause 53 of the Occupational Health and Safety Regulation 2001.)
- (j) Compensation to the extent of the damage sustained shall be made where, in the course of the work, clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

27. Time and Wages Record

An employer shall keep a record from which can be readily ascertained the name of each employee and their occupation, the hours worked each day and the wages and allowances paid each week.

28. Right of Entry

See Part 7 of Chapter 5 of the *Industrial Relations Act 1996*.

29. Shop Stewards

An employee appointed shop steward in the shop or department in which the employee is employed shall, upon notification thereof to the employer, be recognised as the accredited representative of the union to which they belong, and shall be allowed the necessary time during working hours to interview the employer or the employer's representative on matters affecting employees whom the shop steward represents.

30. Notice Board

An employer shall permit the erection in a prominent position on their premises of a notice board of reasonable dimensions or a number of such notice boards reasonable in the circumstances, upon which an accredited representative of a union bound by this award shall be permitted to post formal union notices signed by the Secretary or organiser of the union concerned or by the representative posting them. Any notice posted on a

board not so signed may be removed by an accredited representative of the union concerned or by the employer.

31. Redundancy

(1) Application

- (i) These provisions shall apply in respect of full-time and part-time persons employed in the classifications specified by clause 5, Wage Rates - Adults.
- (ii) In respect to employers who employ 15 employees or more immediately prior to the termination of employment of employees, in the terms of this subclause.
- (iii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iv) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(2) Introduction of Change

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

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

(ii) Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (i) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the charges referred to in the said paragraph (i).
- (c) For the purposes of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer

shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(3) Redundancy

(i) Discussions before terminations

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

(4) Termination of Employment

(i) Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subparagraph (a) of paragraph (i) of subclause (2) of this clause.

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

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

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

(ii) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subparagraph (a) of paragraph (i) of subclause (2) of this clause.

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

(5) Severance Pay

(i) Where the employment of an employee is to be terminated pursuant to subclause (4), subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

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

(ii) Incapacity to Pay

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

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

(iii) Alternative Employment

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

(6) Savings

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

32. Grievance Procedure

- (a) Disputes, grievances and safety issues between the company and its employees shall be settled in accordance with the following procedures:

(i) First Step

The employee(s) is required to notify (in writing or otherwise) their immediate supervisor as to the substance of the grievance, request a meeting with the supervisor for bilateral discussions and state the remedy sought. This meeting shall take place as soon as practicable. The employer may be represented by an industrial organisation of employers and the employee(s) may be represented by an industrial organisation of employees for the purposes of each step of the procedure.

(ii) Second Step

If settlement is not reached, the matter will be discussed between the immediate supervisor, the employer/proprietor and the employee(s).

(iii) Final Step

If all attempts at the plant to resolve the grievance have failed, the matter shall be referred to the Industrial Relations Commission of New South Wales or the Industrial Committee.

- (b) Normal work will continue whilst a grievance is being processed, other than where immediate danger exists, and the parties shall be committed to the disputes procedure as the proper mechanism for resolving grievances in an orderly manner.

Whilst discussions are taking place in relation to safety issues the employees shall agree to perform any other work, within their classification, that can be carried out in a safe manner.

33. Anti-Discrimination

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

- (a) Definitions
- (i) "Act and Regulations" means the *Occupational Superannuation Standards Act 1987* and Regulations pertaining thereto, as amended from time to time.
- (ii) "Employee" means any person employed under the terms of this award.
- (iii) "Employer" means any employer who is bound to observe the provisions of this award.
- (iv) "Ordinary-time Earnings" means the employee's actual wages for work performed in ordinary hours, including all-purpose allowances but excluding overtime.
- (v) "Superannuation fund" shall mean:
- MTAA Industry Superannuation Fund; or
- AustralianSuper; or
- Labour Union Co-operative Retirement Fund; or
- Australian Superannuation Savings Employment Trust; or
- an "exempt fund" as defined in this clause.
- (vi) "Exempt fund" shall mean:
- (1) any fund specified by an award or registered industrial agreement which has application to the employees in the principal business of the employer where employees covered by this award are the minority of award covered employees;
- (2) any fund nominated by a union into which the employer elects to pay contributions on behalf of their employees, provided that such fund complies with the Act and Regulations; and
- (3) any other superannuation fund for which an employer, as at 1 January 1990 or at the date of becoming a respondent to this award, is already making contributions which satisfy the contribution requirements of subclause (c) of this clause.
- (b) Eligibility of Employees
- (i) All employees (other than casuals as defined in clause 3, Contract of Employment) shall become eligible for superannuation contributions as set out in subclause (c) of this clause. Provided, however, that such employees be given a death and disability cover in accordance with the fund

(at a cost not exceeding \$2 per week) to provide cover to such employees during the first six weeks of employment.

A casual employee, once becoming eligible, shall not have to complete the six-week qualifying period if he/she regains employment with the same employer within six months.

- (ii) Casual employees who, in the case of juniors, work 18 or more hours per week or, in the case of adults, work 12 hours or more per week, shall become eligible for superannuation contributions as set out in subclause (c) of this clause. Provided, however, that such employees be given death and disability cover in accordance with the fund (at a cost not exceeding \$2 per week).

(c) Contributions

- (i) Subject to subclauses (b), (d), (e) and (f) of this clause, an employer shall contribute to the superannuation fund on behalf of each eligible employee a superannuation contribution equivalent to three per cent of such employee's ordinary-time earnings from the beginning of the first full pay period to commence on or after 1 May 1990.
- (ii) Provided that no employer shall be compelled to contribute to more than one fund in respect of employees bound by this award.
- (iii) Provided that contributions shall be made upon completion of the qualifying periods specified in subclause (b) of this clause for eligible employees.
- (iv) Such contributions required by this clause will be made on the superannuation fund in the manner and at the times specified by the terms of the fund or in accordance with any agreement between the employer and the Trustees of the fund.
- (v) Provided further that such eligible employees be given death and disability cover in accordance with the superannuation fund (at a cost not exceeding \$2 per week).

(d) Fund Membership

- (i) On engagement, the employer shall make the employee aware of his/her entitlement under this clause and offer the employee the opportunity to become a member of the appropriate fund. An employee shall be required to properly complete the necessary application forms to become a member of the appropriate fund in order to be entitled to the contributions prescribed in subclause (c) of this clause.
- (ii) The employer shall make contributions in accordance with subclause (c) hereof on behalf of all eligible employees once such employees complete the qualifying period as prescribed in subclause (b) and complete the necessary application form.
- (iii) Where an employee is not a member of the fund, but eligible to join the fund, the employer shall remind the employee, in writing, of his/her entitlements, within a period of a further six months from the date of becoming eligible for superannuation.

(e) Exempt Fund Employers

- (i) Any employer making contributions to an exempt fund defined in subparagraph (3) of paragraph (vi) of subclause (a) of this clause shall notify the Industrial Relations Commission of New South Wales by no later than six months from the date of operation of this award.
- (ii) Leave is reserved to any employer to apply for exemption from this clause on the grounds of the standard of existing superannuation arrangements provided by the employer or the employer's financial capacity to pay.
- (iii) In circumstances where any organisation respondent to this award is concerned about the suitability of any exempt fund as defined in the said subparagraph (3), it may challenge the

suitability of the fund before the Industrial Relations Commission of New South Wales within six months from the date of operation or the date of fund selection, whichever is the later.

(f) Absence From Work

- (i) Paid Leave - Subject to the Trust Deed of the fund of which the employee is a member, absences from work will be treated in the following manner:

Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, workers' compensation, jury service, sick leave and bereavement leave.

- (ii) Unpaid Leave

Contributions shall not be required to be made in respect of any absences from work without pay.

- (iii) Work Related Injury and Sickness

In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a maximum of 52 weeks total absence for each injury or sickness).

- (g) The subject of superannuation contributions is also 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). The legislation, as varied from time to time, also governs the superannuation rights and obligations of the parties.

35. Traineeships

(1) Application:

- (a) Subject to paragraph (c) of this subclause this award shall apply to persons who are undertaking a traineeship (as defined).
- (b) Notwithstanding paragraph (a), this clause shall apply provisionally for an interim period:
- (i) Starting upon the commencement date as recorded on a valid "Application to Establish a Traineeship" signed by both the employer and the Trainee, which has been lodged with the Relevant NSW Training Authority; and
- (ii) Ending upon the expiry of one calendar month period immediately following the employer's receipt of the Indenture Papers from the Relevant NSW Training Authority.

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

- (c) The terms and conditions of this award shall apply, except where inconsistent with this clause.
- (d) Notwithstanding the foregoing, this clause shall not apply to employees who were employed by an employer prior to the date of approval of a traineeship relevant to the employer, except where agreed upon between the employer and the relevant union(s).
- (e) This clause does not apply to the apprenticeship system or any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998 or in an award that binds the employer.

- (f) At the conclusion of the traineeship, this clause shall cease to apply to the employment of the trainee.

(2) Objective:

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

(3) Definitions:

Structured Training means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a traineeship scheme and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority and leads to a qualification as set out in subclause (4)(f) of this clause.

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

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

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

"Training Agreement" means an agreement made, subject to the terms of this award, between an employer and the trainee for a traineeship and which is registered with DET under the *Apprenticeship and Traineeship Act 2001*.

"Appropriate State Legislation" means the *Apprenticeship and Traineeship Act 2001* or any successor legislation.

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

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

Relevant NSW Training Authority means the Department of Education and Training, or successor organisation.

Year 10 For the purposes of this award any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

(4) Training Conditions:

- (a) The Trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the Relevant NSW Training Authority in an accredited and relevant traineeship.

- (b) A Traineeship shall not commence until the relevant Training Agreement has been signed by the employer and the trainee and lodged for registration with the Relevant NSW Training Authority.
- (c) The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (d) The employer shall provide a level of supervision in accordance with the Training Agreement during the traineeship period.
- (e) The employer agrees that the overall training program will be monitored by officers of the Relevant NSW Training Authority and that training records or work books may be utilised as part of this monitoring process.
- (f) Training shall be directed at:

- (i) the achievement of key competencies required for successful participation in the workplace (eg. literacy, numeracy, problem solving, team work, using technology) and an Australian Qualification Framework Certificate Level I.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or

- (ii) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in an Australian Qualification Framework Certificate Level II or above.

(5) Employment Conditions:

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

For example, a part-time trainee working 2½ days per week (including the time spent in approved training) works (and trains) half the hours of a full-time trainee and therefore their traineeship could extend for a maximum of two years.

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

By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship.

- (b) A trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (c) Where the trainee completes the qualification in the Training Agreement, earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- (d) An employer shall not terminate the employment of a trainee without first having provided written notice of termination to the trainee concerned and DET in accordance with the *Training Agreement or the Apprenticeship and Traineeship Act 2001*.
- (e) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training in accordance with the Training Agreement.

- (f) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any Parent Award or any other legislative entitlements.
- (g)
 - (i) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
 - (ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of this Award.
 - (iii) No Trainee shall work shiftwork unless the relevant parties to this Award agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Award.
- (h) All other terms and conditions of the Award that are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this clause.
- (i) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full-time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payment.

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

- (j) A part-time trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award shall apply to part-time trainees except as specified in this clause.
 - (k) A part-time trainee may, by agreement, transfer from a part-time to a full-time traineeship position should one become available.
 - (l) The minimum daily engagement periods applying to part-time employees shall be 3 continuous hours, except in cases where it is agreed that there shall be a start of 2 continuous hours, on 2 or more days per week, provided that:
 - (i) a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, or
 - (ii) the place of work is within a distance of 5km from the employee's place of residence.
 - (m) School-based trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the individual's last HSC examination paper.
 - (n) For the purposes of this award, a school-based trainee shall become an ordinary trainee as at January 1 of the year following the year in which they ceased to be a school student.
- (6) Wages:
- (a) Wages - Full-Time Trainees:

The weekly wages payable to full time trainees shall be as follows:

Industry/Skill Level A	Table 3
Industry/Skill Level B	Table 4
Industry/Skill Level C	Table 5
School-Based Trainees	Table 6

- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Award.
- (c) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. 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.
- (e) Appendix A sets out the rate of pay or level of a Traineeship. Where the actual traineeship is listed in Appendix A the rate of pay or skill level in respect of the traineeship is determinative of the actual rate of pay or skill levels (i.e. skill levels A, B or C) that are contained in the Traineeship. Where a new traineeship for the purpose of this award is established by the relevant authority, the determination of the appropriate rate of pay or skill level for the purpose of determining the appropriate wage rate is to be based on the following criteria:
- (i) Any agreement of the parties or submissions by the parties
 - (ii) The nature of the industry
 - (iii) The total training plan
 - (iv) Recognition that training can be undertaken in stages
 - (v) The exit skill level in the Parent Award contemplated by the traineeship.
- A trainee engaged in a traineeship prior to 22 April 2002, who is paid rates of pay or receives conditions that are better than the rates of pay or conditions in this award, shall not be financially or otherwise disadvantaged through the introduction of this clause and shall maintain their existing rate of pay and/pr prior conditions until the cessation of their traineeship.
- (f) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:
- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
 - (iii) not include any period during a calendar year in which a year of schooling is completed; and
 - (iv) have effect on an anniversary date being January 1 in each year.

(g) Wages for Part-time and School-Based Trainees:

This clause shall apply to trainees who undertake a traineeship on a part time basis by working less than full time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.

(h) Table 7, Hourly Rates for Trainees Who Have Left School and Table 8, Hourly Rates for School-based Traineeships of Part B, Monetary Rates are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38 hour week.

(i) The hours for which payment shall be made are determined as follows:

(i) Where the approved training for a traineeship (including a school based traineeship) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part time trainee on-the-job.

(ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (ie. the same as for the equivalent full time traineeship):

(1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

(2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: 20 per cent is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full-time traineeships.

(iii) Where the normal full time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full time hours.

(j) For traineeships not covered by subclause (6)(h) above, the following formula for the calculation of wage rates shall apply:

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

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

* Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full time trainees (ie. 20%) a pro rata adjustment will need to be made in the case where the Award specifies different ordinary full-time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

(i) "Full-time wage rate" means the appropriate rate as set out in Table 3 - Industry/Skill Level A, Table 4 - Industry/Skill Level B, Table 5 - Industry/Skill Level C and Table 6 - School-based Traineeships of Part B, Monetary Rates.

(ii) "Trainee hours" shall be the hours worked per week including the time spent in approved training. For the purposes of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the traineeship.

- (iii) "Average weekly training time" is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

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

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

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

(7) Grievance Procedures

(a) Procedures relating to grievances of individual trainees:

- (i) A trainee shall notify the employer as to the substance of any grievance and request a meeting with the employer for bilateral discussions in order to settle the grievance.
- (ii) If no remedy to the trainee's grievance is found, then the trainee shall seek further discussions and attempt to resolve the grievance at a higher level of authority, where appropriate.
- (iii) Reasonable time limits must be allowed for discussions at each level of authority.
- (iv) At the conclusion of the discussions, the employer must provide a response to the trainee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy. At this stage an employer or a trainee may involve an industrial organisation of employers or employees of which he/she is a member.
- (v) If no resolution of the trainee's grievance can be found, then:
 - (i) if the dispute relates to issues of training then the matter may be referred to the NSW Commissioner for Vocational Training in accordance with the *Apprenticeship and Traineeship Act 2001*; or
 - (ii) if the dispute relates to industrial issues then the matter may be referred to the Industrial Relations Commission of New South Wales by either the employer, an industrial organisation of employers or a union representing the trainee.
- (vi) While this grievance procedure is being followed, normal work shall continue.

(b) Procedures relating to disputes, etc. between employers and their trainees:

- (i) A question, dispute or difficulty must initially be dealt with at the workplace level where the problem has arisen. If the problem cannot be resolved at this level, the matter shall be referred to a higher level of authority.
- (ii) If no resolution can be found to the question, dispute or difficulty, the matter may be referred to the Industrial Relations Commission by any party to the dispute or the industrial organisation representing any of the parties to the dispute.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) While a procedure is being followed, normal work must continue.

- (v) The employer may be represented by an industrial organisation of employers and the trainees may be represented by an industrial organisation of employees for the purpose of each procedure.

36. Training

- (a) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills acquired.
- (b) Following proper consultation, such as through the establishment of a training committee, an employer shall develop a training program consistent with:
 - (i) the current and future skill needs of the enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocational skills relevant to the enterprise and through courses conducted by accredited educational institutions and providers.
- (c) Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities; for example:
 - (i) formulation of a training programme and availability of training courses and career opportunities to employees;
 - (ii) dissemination of information on the training programme and availability of training courses and career opportunities to employees;
 - (iii) the recommending of individual employees for training and reclassification;
 - (iv) monitoring and advising management and employees on the ongoing effectiveness of the training.
- (d)
 - (i) Where, as a result of consultation it is agreed that additional training in accordance with the programme developed pursuant to subclause (b) 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.
 - (ii) 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 be on an annual basis, subject to the presentation of reports of satisfactory progress.
 - (iii) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

- (e) Subclauses (b), (c), and (d) 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 (a) of this clause.
- (f) Employees will not be disadvantaged through their inability to participate in a particular method of training delivery. A range of training options will be available where disability, family commitments or similar reasons affect a person's ability to participate in training.
- (g) Current employees who choose not to participate in further training to a higher level will be protected and will not suffer any disadvantage from their current position or status.
- (h) Any disputes arising in relation to subclauses (b) and (c) shall be subject to the provisions of clause 32, Grievance Procedure.

37. Supported Wage

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

- (i) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability as documented in "Supported Wage System: Guidelines and Assessment Process".
- (ii) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (iii) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the Social Security Act 1991, or any successor to that scheme.
- (iv) "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

- (b) Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.

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

This clause also does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Service Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under Sections 10 or 12A of the Act or, if a part only has received recognition, that part.

- (c) Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work, which the person is performing, according to the following schedule:

Assessed Capacity Subclause (d)	Percentage of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$66 per week.)

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

(d) Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument, by either:

- (i) the employer and a union party to the award, in consultation;
- (ii) the employer and an accredited assessor from a panel agreed upon by the parties to the award and the employee.

(e) Lodgement of Assessment Instrument

- (i) All assessments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.
- (ii) All assessment instruments shall be agreed upon and signed by the parties to the assessment, provided that where a union which is a party to the award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

(f) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this award, paid on a pro rata basis.

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

- (i) Trial Period
- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (ii) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
 - (iii) The minimum amount payable to the employee during the trial period shall be no less than \$66 per week.
 - (iv) Work trials should include induction or training as appropriate to the completion of the trial period and a further contract of employment shall be entered into based on the outcome of assessment under subclause (d) of this clause.

38. 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 Coachmakers, &c., Road and Perambulator Manufacturers (State) Award published on 21 December 2001 (330 IG 629), and all variations thereof.

The award published on 21 December 2001 took effect from the first full pay period to commence on or after 2 August 2001.

The changes made to the award pursuant to the Award Review under section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 7 March 2008.

This award shall apply to all persons of the classes herein mentioned in the State, excluding the County of Yancowinna, within the jurisdiction of the Coachmakers, &c., Road (State) and Perambulator Manufacturers Consolidated Industrial Committee.

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

INDUSTRIES AND CALLINGS

Vehicle builders, vehicle painters, vehicle trimmers, wheelwrights and other employees engaged in a process connected with or incidental to the making, servicing, preparing or repairing of vehicles running on roads as distinguished from those running on rails, and to the makers of perambulators or their component parts and all labourers and assistants employed in connection with such callings in the State, excluding the County of Yancowinna. excepting the employees of -

State Rail Authority of New South Wales;

Urban Transit Authority of New South Wales;

The Commissioner for Motor Transport;

South Maitland Railways Pty Limited;

Blue Circle Southern Cement Limited;

The Kandos Cement Company Limited;

The Council of the City of Sydney;

Sydney Electricity;

Shire and municipal councils;

The Electricity Commission of New South Wales, trading as Pacific Power;

The Broken Hill Proprietary Company Limited;

Australian Iron and Steel Proprietary Limited within the jurisdiction of the Iron and Steel Works Employees (Australian Iron and Steel Proprietary Limited) Industrial Committee and the Quarries (Australian Iron and Steel Pty Limited) Industrial Committee;

Australian Wire Industries Pty Ltd at its Newcastle Wiremill;

The Council of the City of Newcastle;

The Australian Gas Light Company;

The Water Board.

and excepting also

Employees in or about coal mines north of Sydney, in or about coal mines in the South Coast district, in or about coal and shale mines west of Sydney;

Employees within the jurisdiction of the County Councils (Electricity Undertakings) Employees Industrial Committee, the Smelting, &c. (Electrolytic R. & S. Company, &c.) Industrial Committee; the Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilizers Limited) Industrial Committee, and the Cement Workers, &c. (State) Industrial Committee;

Employees for whom provisions are made under the terms of the Vehicle Industry (State) Industrial Committee;

Employees for whom provisions are made under the terms of the Parking Employees (State) Industrial Committee;

Employees for whom provisions are made under the terms of the Engineers, &c. (State) Industrial Committee.

PART B

MONETARY RATES

Table 1 - Wages

All adult employees of a classification specified herein employed in any of the Industries or section thereof to which this award applies shall, except as otherwise specified, be paid the rate specified in this table.

Wage Group Level	Total Award Wage Rate \$
1	531.40
2	541.10
3	563.60
4	584.50
5	618.20
6	618.20
7	618.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(c)	Leading Hand allowance - Not less than 3 and not more than 10 employees	27.00 per week
2	5(c)	Leading Hand - More than 10 but not more than 20 employees	40.80 per week
3	5(c)	Leading Hand - More than 20 employees	52.00 per week
4	5(d)	Inspectors	25.37 per week
5	5(e)	Own hand tools allowance	12.11 per week
6	9(a)	Confined space allowance	0.60 per hour
7	9(b)(i)	Dirty work allowance	0.47 per week
8	9(b)(ii)	Dirty work rates - minimum payment	1.86 per day or shift
9	9(c)	Height money allowance	0.35 per hour
10	9(d)(i)(1)	Hot places allowance - temperature raised to 35° Celsius to 55° Celsius.	0.47 per hour
11	9(d)(i)(2)	Hot places allowance - temperature exceeds 55° Celsius	0.59 per hour
12	9(e)(i)	Handling glass or slag wool	0.58 per hour
13	9(e)(ii)(1)	Fibreglass work	0.47 per hour
14	9(e)(ii)(2)	Disability rate - second half of the day, per day or shift	1.90
14A	9(e)(ii)(2)	Disability rate - first half of the day or shift	3.82
15	9(f)	Drivers handling garbage allowance	0.47 per hour
16	9(g)	Livestock transport allowance	0.47 per hour
17	9(h)(i)	First-aid qualifications allowance	12.43 per week
18	15(h)	Overtime meal allowance	10.20 per meal
19	24(f)(ii)	Travelling time meal allowance	10.20 per meal

Table 3 - Weekly Rates - Skill Level A

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

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

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

Table 4 - Weekly Rates Skill Level B

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

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

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

Table 5 - Weekly Rates Skill Level C

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

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

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

APPENDIX A

INDUSTRY SKILLS LEVELS

Skills Level A -

Office Clerical
Commonwealth Public Sector Clerical
State Public Sector Clerical
Local Government Clerical
Finance, Property and Business Services

Skills Level B -

Wholesale and Retail
Recreation and Personal Services
Transport and Storage
Manufacturing

Skills Level C -

Community Services and Health

Pastoral

Environmental

Wholesale and Retail - Vehicle Repair Services and Retail Sector

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

COAL MINING INDUSTRY (ACCIDENT PAY) INTERIM AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 679 of 2008)

Before Commissioner Cambridge

13 August 2008

REVIEWED AWARD

1. Insert in numerical order in the Arrangement of the award published 17 February 2006 (357 I.G. 146), the following new clause number and subject matter:

1A. Award Review

2. Insert after clause 1 Title, the following new clause:

1A. Award Review

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Coal Mining Industry (Accident Pay) Interim Award 2004 published 17 February 2006 (357 I.G. 146), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 August 2008.

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

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

CONFECTIONERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1531 of 2007)

Before Commissioner Bishop

7 March 2008

REVIEWED AWARD**Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Classifications (Definitions)
3.	Contract of Employment
4.	Utilisation of Skills
5.	Part-time and Casual Employees
5.1	Secure Employment
6.	Hours
7.	Shift Work
8.	Overtime and Sunday Work
9.	Meal Hours and Rest Periods
10.	Wages
11.	Mixed Functions
12.	First-aid Allowance and Heat Allowance
13.	Payment of Wages
14.	Supported Wage
15.	Holidays
16.	Long Service Leave
17.	Annual Leave
18.	Annual Holidays Loading
19.	Sick Leave
20.	Personal / Carer's Leave
20A	Parental Leave
21.	Bereavement Leave
22.	Jury Service
23.	Redundancy
24.	Protective Clothing
25.	Tools of Trade
26.	First-aid
27.	Amenities
28.	Dispute Procedure
29.	Anti-Discrimination
30.	Right of Entry
31.	Posting of Notices
32.	Enterprise Consultative Mechanism
33.	Award to be Posted
34.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

1. Definitions

In this award, except where otherwise clearly intended:

- (a) "Operating Machine" shall mean controlling the working action of a machine and accepting responsibility for the observance of the manufacturing specifications of the process. This shall not be taken to mean the sole process of starting or stopping a machine.
- (b) "Assisting with Machine Operation" shall mean assisting with the operation of a machine under the direction of the operator in charge or of the supervisory staff.
- (c) "Setting up Machine" shall mean the carrying out of final machine adjustments and making ready before a machine can be successfully operated.
- (d) "Attending Machine" shall mean the feeding or removal of raw materials or partly manufactured materials to or from the feeding or delivery ends of a machine performed under the direction of a higher group employee or of the supervisory staff.
- (e) "Part-time Employee" shall mean an Employee who is employed or who offers for employment in accordance with the provisions of Clause 5, Part-time and Casual Employees, or within the provisions of the Industrial Relations Act 1996.
- (f) "Casual Employee" shall mean an employee engaged and paid in accordance with Clause 5, Part Time and Casual Employees, providing a 20 per cent ratio of casual employees to the total number of employees employed under this award.

2. Classifications (Definitions)

Level 5 - Trainee Entry Level

Relativity 76%

A new employee, i.e., one who is within the first six months of continuous employment undertaking training which may include, for example, food hygiene and basic quality control.

Level 4 - Unskilled Employee

Relativity 79%

An employee engaged primarily in manual duties such as packing at the end of a production line or general labouring duties. Although an employee at this level is not required to use the types of machinery set out in Level 3 and above, duties may include the use of simple hand tools (including staple guns, etc.) and equipment which is ancillary to the production process (e.g., case sealing).

Level 3 - Semi-skilled Employee

Relativity 82%

An employee whose primary function is the operation of semi-automatic or automatic production/packaging machinery. Here the machine operation is generally of a repetitious nature requiring basic machine set up and adjustment, quality control and fault finding.

Level 2 - Skilled Employee

Relativity 89%

An employee at this level uses a high degree of product and process knowledge and has considerable input into the quality of the finished product.

These skills may be used:

- (a) in the operation of machinery which is of a more complex nature than specified at Level 3, requiring fine machine adjustment and the exercise of individual judgement; and/or
- (b) in the manufacture of the product.

The employee operates under routine supervision individually or in a team environment and may have some V.D.U. skills. The employee can be engaged in inventory control recording and fork lift operation. The employee is also able to assist in training.

Level 1 - Multi-skilled Employee

Relativity 93%

An employee who is capable of performing the tasks within Levels 2, 3 and 4. In addition, because of the skills and experience attained within the plant, is called upon to operate a wide range of machines or perform a wide range of tasks and train other employees.

NOTE: It is agreed between the parties that workers should not be placed in a level unless they have the training and experience necessary to perform the full range of functions comprehended by the level and are actually required to perform those functions.

3. Contract of Employment

- (a) All employees other than casual employees shall be engaged as weekly hands. The employment of a weekly hand shall be terminated by a week's notice on either side or payment or forfeiture of a week's pay in lieu of such notice. Notice shall not be continued from week to week; provided that employment shall be terminated by one hour's notice on either side, to be given at any time during the first four weeks of employment.
- (b) The foregoing shall not affect the right of an employer to dismiss an employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (c) For the purposes of this clause, weekly hand shall include part-time employee.
- (d) No employer shall discharge any person merely be reason of the fact that the work they perform can be done by a junior.

4. Utilisation of Skills

- (a) Employees shall be employed to carry out such duties as directed by an employer that are within the limits of the employee's skill, competence and training.
- (b) An employee may at any time be directed by an employer to carry out such duties and use such tools and equipment, provided that the employee has been properly trained in the use of such tools and equipment.

5. Part-Time and Casual Employees

- (a) Part-time Employees -
 - (i) Ordinary hours of work of part-time employees shall not be less than 20 per week or more than 35 per week such hours to be fixed on a regular daily basis.
 - (ii) The provisions of this award with respect to annual leave, sick leave and holidays shall apply, pro rata, to part-time employees. In addition, general conditions of employment shall apply.

- (iii) Notwithstanding the provisions of subclauses (a) and (b) of this clause, an employee and an employer may agree, in writing, to observe other conditions in accordance with the *Industrial Relations Act 1996*.
- (iv) Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38 calculated to the nearest ten cents, any broken part of ten cents in the result not exceeding half of ten cents to be disregarded.

(b) Casual Employees -

Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38 plus 15 per cent, calculated to the nearest half cent with a minimum payment on any one day of four hours. The 15 per cent loading shall be in lieu of payment for sick leave and public holidays.

Notation: The *Annual Holidays Act 1944* provides that casual employees under this award are entitled to receive an additional amount equal to one twelfth of their ordinary-time earnings in lieu of annual leave.

5.1 Secure Employment

(a) Objective of this Clause

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

(b) Casual Conversion

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

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

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

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

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

6. Hours

- (a) The ordinary hours of day workers shall be an average of 38 per week worked on one of the following basis:
- (i) 38 hours within a period not exceeding seven consecutive days;
 - (ii) 76 hours within a period not exceeding 14 consecutive days;
 - (iii) 114 hours within a period not exceeding 21 consecutive days;
 - (iv) 152 hours within a period not exceeding 28 consecutive days;
- to be worked on not more than five days per week, Monday to Friday, inclusive, between the hours of 6.00 a.m. and 6.00 p.m. Provided that rostered days off may accrue by agreement between the employee and the employer to be taken at a mutually convenient time.
- (b) Every employer shall exhibit a notice whereon shall be printed the starting and finishing times. The starting and finishing times having once been fixed by an employer shall not be altered, unless by mutual agreement between the employer and their employees, without giving once week's notice thereof. Such notice as to either starting or finishing times, or to change such times, shall be displayed in a prominent position in the factory where it may be perused by all concerned.
- (c) Working time shall commence from when an employee is present at their designated work station ready and willing to work.
- (d) By arrangement between the employer, the union and the majority of employees in the plant or work sections concerned ordinary hours not exceeding 12 on any day may be worked, subject to:
- (i) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-Hour Shifts;

- (ii) proper health monitoring procedures being introduced;
- (iii) suitable roster arrangements being made; and
- (iv) proper supervision being provided.

7. Shift Work

An employer may work employees on afternoon and/or night shift subject to the following conditions:

- (a) The hours of work shall be an average of 38 per week, exclusive of meal time. The time to be taken for a meal shall be 30 minutes, or as may be agreed upon by employers and the union.
- (b) Unless the union otherwise agrees, no employee who is employed during ordinary working hours shall be employed on afternoon or night shift unless they have had a break of at least 24 hours.
- (c)
 - (i) Employees working afternoon shift shall be paid a shift allowance of 15 percent of the appropriate rate prescribed by clause 10, Wages.
 - (ii) Employees working night shift shall be paid a shift allowance of 20 percent of the appropriate rate prescribed by the said clause 10.
- (d) When three shifts are worked the time shall be within the hours of 10:00p.m. Sundays and 7:00a.m. Saturdays. Rates of pay shall be double time from 10:00p.m. to 12 midnight Sundays, and as shown in subclause (c) of this clause from 12 midnight Sundays to 12 midnight Fridays and at time and a half from 12 midnight Fridays to 7:00a.m. Saturdays. Provided that, in lieu of the rate of time and a half, the shift allowance prescribed in subclause (c) of this clause shall continue to be paid after 12 midnight Friday where the major portion of the shift is worked prior to midnight.

Provided further that the rates of time and a half and double time prescribed in this subclause shall be in substitution for and not cumulative upon the allowance prescribed in subclause (c) of this clause.

- (e) All time worked outside the usual fixed times of the shift shall be paid for as overtime at the rate of time and a half of the shift rate.
- (f) Juniors 18 years of age and over employed on night shift shall be paid at least the award rate for a Confectioner Level 5, prescribed in the said clause 10, and the shift allowance prescribed in paragraph (ii) of subclause (c) of this clause calculated on such rate.
- (g) Juniors under 18 years of age shall not be employed on night shift.
- (h) Employees engaged on shift work shall be allowed two eight-minute rest periods within the duration of the shift. Such rest periods shall be counted as time worked.

The above provisions may be varied by agreement between the employer and the union.

- (i) Starting and finishing times of shifts shall be agreed upon mutually between the employer and the employee.

8. Overtime and Sunday Work

- (a) All time worked outside the ordinary hours shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (b) All time worked on a Sunday (other than the two hours provided for shift workers in subclause (d) of clause 7, Shift Work) shall be paid for at double rates.

- (c) All time worked on Saturday, except on shift work from 12 midnight Friday to 7.00 a.m. Saturday, as prescribed in subclause (d) of the said clause 7, shall be deemed to be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- (d) Except as provided in subclause (e), an employee required to work overtime in excess of one and one-half hours after working ordinary hours shall be paid by their employer an amount as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, to meet the cost of a meal.
- (e) Where an establishment works a short working day during the week, employees may work overtime up to 6.00 p.m. without 24 hours' notice and without payment of tea money.
- (f) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- (g) Any employee shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this clause.
- (h) All overtime worked shall be calculated to the nearest minute.
- (i) In computing overtime each day's work shall stand alone.
- (j) An employee working overtime on a Saturday, Sunday or public holiday shall be paid the appropriate overtime rate in accordance with this clause, or clause 15, Holidays, as the case may be, and be subject to the following provisions:
 - (i) An employee directed to work four or more hours' overtime on any of the said days and after commencing overtime such overtime is cancelled by the employer, then a minimum payment of four hours' work at the appropriate rate shall apply.
 - (ii) An employee directed to work less than four hours' overtime on any of the said days and after commencing overtime such overtime is cancelled by the employer, then a minimum payment equal to the hours previously directed to work at the appropriate rate shall apply.
 - (iii) Excepting that in respect of subclauses (i) and (ii) of this clause, the minimum payment shall not apply where overtime is cancelled by the employer through circumstances beyond the employer's control.

9. Meal Hours and Rest Period

- (a) The minimum time allowed for a meal shall be 30 minutes and the maximum 45 minutes.
- (b) No employee shall be called upon to work more than five hours without a meal.
- (c) In the case of an emergency the meal time may be taken earlier or later than between the fixed hours, but the meal time having once been fixed shall not be altered more than once in any one working week.
- (d) Employees called upon to work during their fixed meal time, except in case of emergency, shall be paid time and one-half for the first half hour or part thereof and double time thereafter until such meal time is allowed.
- (e) Any employee using or handling any materials from which confectionery is made will be deemed to be employed during such meal hours and such time shall be counted as time worked.
- (f) Employees engaged on day work shall be allowed an eight-minute rest period each morning and afternoon. Such rest periods shall be counted as time worked.
- (g) The above provision may be varied by agreement between the employer and the union

10. Wages

- (a) The minimum weekly rates of pay shall be those contained in (i) Adults, of Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (b) The minimum rate of pay for juniors shall be as is set out in (ii) Juniors, of Table 1 Rates of Pay, of Part B, Monetary Rates. The rates of pay for juniors shall be calculated to the nearest 10 cents.
- (c) Special Rate -
 - (i) Employees engaged on hand or fork dipping chocolate goods and/or hand filling and tapping chocolate moulds for casing or shell work shall be paid at the rate of ten per cent above the appropriate rate.
 - (ii) Employees engaged on hand decorating, hand marking by means of fork, piping bag or any other contrivance, filling chocolate with cream or other substance with bag, pot or other contrivance, hand frosting, dipping French bon bons in cream or any other substance, shall be paid ten per cent in addition to the appropriate rates prescribed for employees.
 - (iii) Foreperson shall be paid not less than 15 per cent above the rate for a Confectioner Level 5.

NOTATION: It is recommended that in circumstances where wage rates prescribed by this clause are increased by order of the Industrial Relations Commission of New South Wales pursuant to section 17 of the *Industrial Relations Act 1996*,

a result of a decision of a Full Bench of the Australian Industrial Relations Commission to reflect movements in the Consumer Price Index as a result of wage indexation cases, employers party to this award apply the indexation increase to an employee's actual rate of pay as defined hereunder.

"Actual rate of pay" in respect of this award is defined, as the total amount an employee would normally receive for performing 38 hours of ordinary work. Provided that such rate shall expressly exclude overtime, penalty rates, disability allowances, shift allowances, special rates, and any other ancillary payments of a like nature. Provided further that this definition shall not include production bonuses and other methods of payment by results which, by virtue of their basis of calculation, already produce the result intended hereby.

- (d) Any wage rate increased in a restructuring and efficiency agreement, whether ratified by the Industrial Relations Commission or otherwise, shall not be subject to any increase in rates of pay in this award.
- (e) The rates of pay in this Award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

11. Mixed Functions

An employee engaged for more than four hours on a day or shift, on duties carrying a higher rate than their ordinary skill level, shall be paid the higher rate for such day or shift. If an employee is engaged for four hours or less during a day or shift, they shall be paid the higher rate for the time so worked.

12. First-Aid Allowance and Heat Allowance

- (a) First-aid Allowance - An employee appointed by the employer to perform first-aid duties and who holds a current first-aid certificate, shall be paid an allowance per week extra as set out in Item 1 of Table 2 - Other Rates and allowances, of Part B, Monetary Rates.

- (b) Heat Allowance - Employees required to work in areas where the temperature exceeds 46 degrees Celsius shall be paid the additional allowances for the duration of such work as set out in Item 2 of Table 2.

13. Payment of Wages

- (a) Wages shall be paid weekly or fortnightly.
- (b) An employer shall not keep more than two days in hand.
- (c) All wages shall be paid during working hours.
- (d) If an employee leaves their employment or is dismissed they shall, provided that the necessary money is then available at the factory office, be paid their wages upon leaving, or they shall be forwarded to them by post as soon as practicable.
- (e) Wages may be paid by means of cash, electronic funds transfer or cheque.

14. Supported Wage

- (a) Workers Eligible for a Supported Wage - This clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
- (i) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
- (ii) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (iii) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991*, or any successor to that scheme.
- (iv) "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (b) Eligibility Criteria - Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria test for a disability support pension. This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment. The clause also does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the said Act or, if a part only has received recognition, that part.
- (c) Supported Wage Rates - Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing, according to the following schedule:

Assessed capacity (subclause (iv))	Percentage of Prescribed Award Rate
*10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

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

- (d) Assessment of Capacity - For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (i) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;
 - (ii) the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.
- (e) Lodgement of Assessment Instrument -
- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.
 - (ii) All assessment instruments shall be agreed and signed by the parties to the assessment; provided that, where a union which is party to the award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and will take effect, unless an objection is notified to the Registrar within ten working days.
- (f) Review of Assessment - The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (g) Other Terms and Conditions of Employment - Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.
- (h) Workplace Adjustment - An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- (i) Trial Period -
- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- (ii) During the trial period, the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$66.00 per week.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into, based on the outcome of assessment under this subclause.

15. Holidays

- (a) Employees shall be paid for the following holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other gazetted public holidays; provided that no payment shall be made for any of the holidays mentioned should they be observed on a Saturday or Sunday.
- (b)
 - (i) In addition to the above holidays all employees shall be entitled to one additional day as a paid holiday each year.
 - (ii) Such holiday shall be at a date to be agreed upon each year between the employer and the union.
 - (iii) If in any establishment there are employees who are in receipt of an additional public holiday or picnic day which is on a date other than the day agreed in accordance with paragraph (ii) of this subclause, then that other day may be substituted for this additional public holiday at the sole discretion of the employer.
- (c) Any work performed on the abovementioned holidays shall be paid for at the rate of double time and one-half except as provided in subclauses (e) and (f) of this clause.
- (d) An employee entitled to payment for holidays who has been employed for at least three months shall not have his services dispensed with (except in cases of malingering, inefficiency, neglect of duty or misconduct) for at least one week prior to any of the abovementioned holidays without payment for such holidays.
- (e) Non-continuous shift workers for any work performed on the abovementioned holidays shall be paid at the rate of double time and one-half of the shift work rate. Continuous shift workers for any work performed on the abovementioned holidays shall be paid at the rate of double the shift work rate.
- (f) Employees shall be entitled to and shall receive payment for the holidays prescribed in this clause; provided that, except in the case of employees absent on account of sickness or accident or with the consent of the employer, they shall be available for duty on the last working day preceding and the first working day succeeding such holiday.

16. Long Service Leave

See *Long Service Leave Act 1955*.

17. Annual Leave

See *Annual Holidays Act 1944*.

18. Annual Holidays Loading

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

- (b) Before an employee is given and takes their annual holidays, 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 their 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 (f) of this clause.)
- (c) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (d) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled to under the Act and this award or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- (e) The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause (d) 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 together with, where applicable, the additional special rates as prescribed in subclause (iii) of clause 10, Wages, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (f) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (g) of this clause, applying the award rates of wages payable on that day.
- (g) Where, in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (i) 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 (f) of this clause.
 - (ii) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to them under the Act, such proportion of the loading that would have been payable to them under this clause if the employee had become entitled to an annual holiday prior to the close-down as their qualifying period of employment in completed weeks bears to 52.
- (h)
 - (i) When the employment of an employee is terminated by their employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which they became entitled they shall be paid a loading calculated in accordance with subclause (e) of this clause for the period not taken.
 - (ii) Except as provided by paragraph (i) of this subclause no loading is payable on the termination of an employee's employment.
- (i) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

19. Sick Leave

- (a) Any employee who is absent from work on account of illness or injury by accident arising out of and in the course of their employment shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- (i) The employee shall not be entitled to such leave of absence unless they have been in the service of the employer concerned for at least three months immediately prior to such absence.
 - (ii) Subject to the provisions of section 50 of the *Workers' Compensation Act 1987* they shall not be entitled to such leave of absence for any period in respect of which they are entitled to workers' compensation.
 - (iii) The employee shall, within 24 hours of the commencement of such absence, inform the employer of their inability to attend at their work and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
 - (iv) The employee shall prove to the satisfaction of the employer that they were unable on account of such illness or injury to attend at their work on the day or days in respect where of such leave is claimed. (For the purpose hereof the employer may require an employee to make a statutory declaration verifying the cause and length of their absence.)
 - (v) The employee shall not be entitled in any year (whether during such year in the employ of one or more than one employer) to sick leave of absence in excess of 38 hours of working time nor to payment in excess of 40 hours at the ordinary rate. Provided that after the first year of service with an employer, the entitlement to sick leave during the second and subsequent years shall be sixty and eight-tenths hours.
 - (vi) Where an employee claims sick leave in accordance with this clause for an absence of one day only, and in the past 12 months they have already been allowed paid sick leave on two occasions for one day only they shall not be entitled to payment for the day claimed unless they produce to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's, opinion the employee was unable to attend for duty on account of personal illness or injury. Provided that in lieu of a medical certificate, the employee may submit a statutory declaration stating that the employee was unable to attend for duty on account of personal illness or injury.
- (b) For the purpose of paragraph (v) of subclause (a) of this clause, within two weeks of an employee entering their employment an employer may require an employee to make a statutory declaration or other written statement as to what leave of absence without deduction of pay they have had from any employer during the then current year and the employer shall be entitled to rely and act upon such statement.
- (c) For the purpose of this clause, "year" shall mean a year of service in the employ of the employer concerned
- (d) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year; provided that an employee's entitlement shall be calculated on the basis of 38 hours in the first year of employment and 60.8 hours in the second and subsequent years of employment.
- (e) Where an employee other than a seasonal employee is retrenched by their employer on account of depressed economic conditions and they are re-engaged by the same employer within a period of three months, then any sick leave rights that previously accrued to that employee shall be recredited to them on their re-employment.

20. Personal / Carer's Leave

- (a) Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20(a)(iii)(B) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 19, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (A) the employee being responsible for the care of the person concerned; and
 - (B) the person concerned being:
 - (I) a spouse of the employee; or
 - (II) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (III) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (IV) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (V) a relative of the employee who is a member of the same household, where for the purposes of this 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.
- (iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

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

(b) Unpaid Leave for Family Purpose

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 20(a)(iii)(B) above who is ill or who requires care due to an unexpected emergency.

(c) Annual Leave

- (i) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in subclause (c)(i), shall be exclusive of any shutdown period provided for elsewhere under this award.
- (iii) 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) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(d) Time Off in Lieu of Payment for Overtime

- (i) 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.
- (ii) 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.
- (iii) If, having elected to take time as leave in accordance with subclause (d)(i), 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.
- (iv) Where no election is made in accordance with the said subclause (d)(i), the employee shall be paid overtime rates in accordance with the award.

(e) Make-up Time

- (i) 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.
- (ii) 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.

(f) Rostered Days Off

- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (iii) 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.

- (iv) 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.
- (g) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 20(a)(ii) and 20(a)(iv) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 20(a)(iii)(B) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

20A. Parental Leave

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

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

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

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

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

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

- (4) Communication during parental leave

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

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

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

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

21. Bereavement Leave

- (a) 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 within Australia as prescribed in subclause (c) of this clause. Where the death of a person as prescribed by the said subclause (c) occurs outside Australia, the employee shall be entitled to two days bereavement leave.
- (b) 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.
- (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 subclause (a)(iii)(B) of clause 20, Personal Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (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 (b), (c), (d), (e) and (f) of the said clause 20. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (f) Bereavement entitlements for casual employees
- (a) Subject to the evidentiary and notice requirements in 21(b) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 20(a)(iii)(B) of clause 20, Personal / Carer's Leave.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

22. Jury Service

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

An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

23. Redundancy

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

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

(ii) Employer's duty to discuss change -

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

(c) Redundancy - Discussions before terminations -

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

(d) Termination of Employment -

- (i) Notice for changes in production, programme, organisation or structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure, in accordance with subclause (b)(i)(A), of this clause:
- (A) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

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

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

(e) Severance Pay -

- (i) Where an employee is to be terminated pursuant to subclause (d), 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:

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

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

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

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

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

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

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

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

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

24. Protective Clothing

- (a) An employer shall periodically provide or make provision for the supply to all employees with one week's service or more of two sets of overalls or uniforms and caps, for use while working. For the purpose of this clause "uniform" shall mean:

Males: Such clothing as affords protection equivalent to a short- sleeved shirt and long trousers.

Females: Such clothing as affords protection equivalent to a short - sleeved dress.

- (b) If the nature of an employee's work requires that they wear special footwear, gloves or suitable aprons, then these shall be supplied by the employer.
- (c) The articles so supplied, or for which provision has been made, shall be the property of the employer, who may deduct an appropriate amount from any monies due if such clothing is not returned on termination of employment.
- (d) Overalls, uniforms and caps supplied by the employer shall be laundered by the employer or, in lieu thereof, the employer shall pay a laundry allowance as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

25. Tools of Trade

The employer shall provide all tools of trade required to be used by employees in the course of their employment.

26. First-Aid

The employer shall provide and maintain in every factory or workshop a properly equipped first-aid ambulance chest which shall be a suitable dustproof receptacle made of either metal or wood and shall make it available for the use of employees in some accessible place in the said factory or workshop. (See also the *Occupational Health and Safety Act 2000*, the *Occupational Health and Safety Regulation 2001* and *WorkCover's First Aid in the Workplace Guide 2001*).

27. Amenities

See the *Occupational Health and Safety Act 2000*, the *Occupational Health and Safety Regulation 2001* and *WorkCover's Workplace Amenities Code of Practice 2001*

28. Dispute Procedure

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

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

29. Anti-Discrimination

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

NOTES

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

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

30. Right of Entry

See Chapter 5, Part 7 of the *Industrial Relations Act 1996*.

31. Posting of Notices

The Union, subject to the employer's approval, shall be permitted to post notices in each factory regarding union business on notice boards provided for the purpose.

32. Enterprise Consultative Mechanism

At each enterprise, there shall be established a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

33. Award to be Posted

See Chapter 7, Part 1 of *Industrial Relations Act* 1996.

34. 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 Confectioners (State) Award published 23 November 2001 (329 I.G. 926), as varied.

This award shall apply to confectioners, assistants and other employees engaged in the manufacture of confectionery, chocolate, cocoa, licorice, chewing gum or sweetmeat to the finished article, whether by hand or machine, in the State, excluding the County of Yancowinna, within the industries and callings of this award.

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 7 March 2008.

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

Confectioners (State) Industrial Committee

Industries and Callings

Confectioners, assistants and other employees engaged in the manufacture of confectionery, chocolate, cocoa, licorice, chewing gum or sweetmeat to the finished article, whether by hand or machine, in the State, excluding the County of Yancowinna;

Excepting -

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

Carter, grooms, stablepersons, yard persons, and drivers of motor and other power propelled vehicles.

PART B

MONETARY RATES

Table 1 - Rates of Pay

(i) Adult Employees -

Level	Total Rate Per Week \$
Level 5	516.10
Level 4	531.40
Level 3	541.10

Level 2	570.30
Level 1	587.00

(ii) Juniors -

	Percentage of Confectioner Level 4 Rate %
Under 16 Years of age	55
At 16 years of age	65
At 17 years of age	75
At 18 years of age	85
At 19 years of age	Appropriate adult rate

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	12	First-Aid Allowance	10.49 per week
2	12	Heat Allowance - In excess of 46° Celsius In excess of 56° Celsius	0.35 per hour 0.44 per hour
3	8	Meal Allowance	9.38 per week
4	24	Laundry Allowance	2.65 per week

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

COUNTRY ENERGY ENTERPRISE AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 645 of 2008)

Before The Honourable Mr Deputy President Harrison

11 and 19 June 2008

VARIATION

1. Insert in numerical order in the Arrangement of the award published 12 October 2007 (363 I.G. 1367), the following new clause number and subject matter:

5A. Secure Employment

2. Insert after clause 5, Definitions the following new clause.

5A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

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

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

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

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

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. Delete clause 26, Personal Carer's Leave, and insert in lieu thereof the following:

26. Personal/Carer's Leave

- 26.1 An employee, other than an a casual employee, with responsibilities in relation to a class of person set out in sub-clause 26.3.2, who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause, sick leave provided for in the Award for absences to provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of one day.

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

Where the parties are unable to reach agreement the grievance resolution procedure of the Award should be followed.

- 26.2 The employee shall, if required,
- 26.2.1 establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - 26.2.2 establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency resulted in the person concerned requiring care by the employee.

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

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

26.3.1 the employee being responsible for the care and support of the person concerned: and,

26.3.2 the person concerned being:

- 26.3.2.1 a spouse of the employee; or
- 26.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or

- wife of that person on a bona fide domestic basis although not legally married to that person; or
- 26.3.2.3 a child or 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
- 26.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 26.3.2.5 a relative of the employee who is a member of the same household, where for the purpose of this paragraph :
1. "relative" means a person related by blood, marriage or affinity
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; or
 3. "household" means a family group living in the same domestic dwelling.
- 26.4 An employee shall, wherever practicable, give the employer reasonable notice prior to the intention to take leave, the reason for taking such leave and the estimated length of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 26.5 An employee may elect with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 26.3.2 above who is ill or who requires care due to an unexpected emergency.
- 26.6 An employee may elect with the consent of the employer, to take annual leave not exceeding ten days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties, for the purposes of providing care to a class of person set out in subclause 26.3.2
- 26.6.1 An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- 26.7 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.
- 26.8 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.
- 26.9 If, having elected to take time as leave, in accordance with subclause 26.7, 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.
- 26.10 Where no election is made in accordance with the said subclause 26.7, the employee shall be paid overtime rates in accordance with the Award.
- 26.11 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.
- 26.12 An employee on shift work may elect, with the consent of the employer, 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.
- 26.13 An employee may elect, with consent of the employer, to take a rostered day off at any time.

26.14 Personal Carer's Entitlement for casual employees

- 26.14.1 Subject to the evidentiary and notice requirements in subclause 26.2 and 26.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 26.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 26.14.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 26.14.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

4. Delete clause 29, Parental Leave and insert in lieu thereof the following:

29. Parental Leave

- (1) Employees shall have, in connection with the birth or adoption of a child, maternity, paternity or adoption leave in accordance with the provisions of the *NSW Industrial Relations Act, 1996*.
- (2) An employee shall, subject to the completion of twelve (12) months continuous service with Country Energy, be entitled to:
 - (a) maternity leave with full pay for a period of 14 weeks, or, in the alternative, 28 weeks at half pay and;
 - (b) adoption leave with full pay for a period of 14 weeks, or in the alternative, 28 weeks at half pay and;
 - (c) Paternity leave with full pay for a period of 1 week or in the alternative, 2 weeks at half pay.
 - (d) Return from Parental leave on a Part Time basis until the child reaches school age.
- (3) An employee shall be entitled to such additional leave without pay as shall amount in aggregate to a total period of maternity leave and adoption leave not exceeding one hundred and four (104) weeks.
- (4) In accordance with this Clause, an employee may utilise the whole or part of any Annual Leave and/or Long Service Leave or other paid leave provided that the total period of leave does not exceed one hundred and four (104) weeks.
- (5)
 - (i) Refer to the *Industrial Relations Act 1996 (NSW)*. The Following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.
 - (ii) An employer must not fail to re-engage a regular casual employee (s.53(2) of the Act) because:
 - (a) the employee or the employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

(iii) Right of Request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

(C) Employee's request and the employer's decision to be in writing The employee's request and the employer's decision made under (iii)(A)(b) and (iii)(a)(c) must be recorded in writing.

(D) Request to return to work part-time

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

(iv) Communication during parental leave

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

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

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

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

(6) Paid leave of absence granted under this Clause shall be counted as service for the purposes of this Award.

7. Delete clause 30, Bereavement Leave, and insert in lieu thereof the following:

30. Bereavement Leave

- (i) Where an employee's immediate family member dies, the employee shall be granted bereavement leave with pay for any unworked part of the ordinary working day or rostered shift during which the employee was notified of the death and up to a further two [2] ordinary working days or rostered shifts.
- (ii) Immediate family includes the employee's spouse (including former spouse, a de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent in law, grandparent, aunt or uncle, grandchild or sibling.
- (iii)
 - (a) subject to the evidentiary and notice requirements in 26(iii) casual employees are entitled to not be available to attend work, or leave work upon the death in Australia of a person prescribed in subclause (iv) of Clause 26 Personal Carers Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are not otherwise affected.

8. Delete clause 49, Working Away from Home, and insert in lieu thereof the following:

49. Working Away from Home

Where Country Energy requires employees to travel and work away from home, it should be at no personal monetary expense nor monetary gain to the employees.

- (i) An employee required to remain away overnight shall, except as provided for in paragraph (ii), (iii) and (iv) of this clause, be entitled to:
 - (a) Have Country Energy pay for accommodation costs only and the employee to be paid beforehand for meal and incidental allowances as per Australian Tax Office approved allowances, or
 - (b) Have Country Energy arrange and pay for accommodation costs, meals and incidental expenses;
or
 - (c) A lump sum allowance paid beforehand equal to the Australian Tax Office approved schedule.
- (ii) For Apprentices/Cadets/Trainees attending training, directly in relation to their Training Contract, Country Energy shall provide reasonable Accommodation. All meals and incidental expenses will be covered as per 49 (i) above.
- (iii) Where a Corporate Card has been issued to an employee the Card shall be used to pay for overnight accommodation. Meals and Incidentals can be claimed as a lump sum. Any expenses that cannot be paid for by the card shall be reimbursed on supply of receipts.
- (iv) Claims for allowances, except incidentals, cannot be made for employees attending internal training sessions, Inductions, conferences and staff development activities where Country Energy has provided reasonable accommodation and meals.

(v) Reasonable accommodation, for the purposes of this clause, will be of at least Three (3) Star standard, where possible.

9. This variation shall take effect from 11 June 2008.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF THE ARTS, SPORT AND RECREATION - CATERING OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 895 of 2008)

Before Commissioner Murphy

25 June 2008

VARIATION

1. Delete the clause numbers and clause titles under Part A of the Arrangement of the award published 26 October 2007 (364 I.G. 1) and insert in lieu thereof the following:

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Temporary and Casual Employees
4.	Salaries
4A.	Apprentices
4B.	School Based Apprentices
5.	Hours of Duty
6.	Overtime
7.	Leave
8.	Weekends and Public Holidays
9.	Higher Duties Allowance
10.	Public Service Holiday
11.	Annual Leave Loading
12.	Utilisation of Staff
13.	Uniforms
14.	Grievance and Dispute Settling Procedures
15.	Consultative Committee
16.	Anti-Discrimination
17.	Area, Incidence and Duration

2. Delete paragraph 4.8.1 of clause 4, Salaries, and insert in lieu thereof the following:

4.8.1 Casual employees shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

- (a) Unpaid parental leave in accordance with paragraph 12(iv)(d);
- (b) Personal Carers' entitlement in accordance with subclause 12(v); and
- (c) Bereavement entitlement in accordance with subclause 12(vi).

This entitlement is also set out at Appendix 3 of this Award.

3. Insert after clause 4, Salaries the following two new clauses:

4A. Apprentices

- 4A.1 The wage rate for apprentices shall be calculated by applying the following percentages to the Total Salary of a Level 4 employee specified in Table 1, Salaries of Part B, Monetary Rates of this award:

Four year apprentice cooks	% of Level 4
1st year (or equivalent training stage)	45
2nd year (or equivalent training stage)	60
3rd year (or equivalent training stage)	75
4th year (or equivalent training stage)	85
Adult, at age 21 or over, regardless of Year of Apprenticeship	85

"Equivalent training stage" recognises that credit may be given for training undertaken prior to the commencement of the apprenticeship or that progression through the wage scale may be accelerated or that the provisions of clause 4B, School Based Apprentices, apply.

- 4A.2 Apprentices who reach the age of 21 years prior to completion of their apprenticeship shall be paid the rate provided in subclause 4A.1 of this clause for an Adult at age 21 or over regardless of the Year of Apprenticeship.

4B. School Based Apprentices

- 4B.1 A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- 4B.2 The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 4B.3 For the purposes of subclause 4B.2 of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- 4B.4 The wages paid for training time may be averaged over the school term or year.
- 4B.5 Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- 4B.6 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 4B.7 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- 4B.8 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- 4B.9 Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

4. Delete Table 2 - Academy Allowance in Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Academy Allowance

	Rates Effective from first full pay period after 1 July 2007	
	Annual \$	Hourly \$
Senior Catering Officer	3,749	1.89
Catering Officer	1,809	0.91
Apprentice	1,447	N/A

5. This variation shall take effect from 25 June 2008.

J. P. MURPHY, Commissioner.

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CROWN EMPLOYEES (POLICE OFFICERS - 2008) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Police Association of New South Wales, Industrial Organisation of Employees.

(No. IRC 940 of 2008)

Before The Honourable Justice Boland, President

27 June 2008

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

Division 1 - General

Clause No.	Subject Matter
1.	Arrangement
2.	No Further Claims
3.	Definitions
4.	Commitment to Professional and Ethical Conduct
5.	Anti-Discrimination
6.	Inspection of Award
7.	Existing Privileges
8.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
9.	Top-up Supplementation of Workers' Compensation
10.	Deduction of Police Association of New South Wales Membership Fees
11.	Travelling Allowances
12.	Provision of Quarters
13.	Remote Area - Living Allowances
14.	Part-Time Employment
15.	Local Arrangements

Division 2 - Leave

16.	Leave Generally
17.	Applications for Leave
18.	Annual Leave
19.	Extended Leave
20.	Sick Leave
21.	Sick Leave to Care for a Family Member
22.	Maternity Leave
23.	Parental Leave
24.	Adoption Leave
25.	Right to Request Additional Maternity, Parental or Adoption Leave
26.	Communication During Maternity, Parental or Adoption Leave
27.	Accrual of Leave While On Maternity, Parental or Adoption Leave

28. Incremental Progression While On Maternity Leave, Adoption Leave or Parental Leave
29. Family and Community Service Leave
30. Leave Without Pay
31. Military Leave
32. Special Leave

Division 3 - Association Activities

33. Association Activities Regarded as Special Leave
34. Association Activities Regarded as on Duty
35. Association Training Courses

Division 4 - Non-Commissioned Officers

36. Salaries (Other than Detectives)
37. Salaries (Detectives)
38. Loading
39. Leading Senior Constables
40. Special Duties Allowance
41. Professional/Academic Qualification Allowance
42. On Call Allowances
43. Hours of Duty
44. Shift Allowance
45. Meals
46. Overtime
47. Recall to Duty
48. Court Attendance Between Shifts
49. Lockup Keepers' or Sole Detective's Recall
50. On Call Detectives Recall
51. Penalty Provisions Not Cumulative
52. Travelling Time
53. Time in Lieu of Payment of Travelling Time and Overtime
54. Relieving Duty
55. Public Holidays
56. Competency Based Incremental Progression
57. Provision of Uniform
58. Air Travel
59. Lockers
60. Work of a Menial Nature

Division 5 - Commissioned Officers

61. Salaries
62. Hours of Duty
63. Fixed Term Appointment
64. Non Renewal Benefit
65. Competency Based Incremental Progression
66. Relieving Duty
67. Travelling Time

Division 6 - Disputes/Grievance Settlement Procedure

68. Disputes/Grievance Settlement Procedure

Division 7 - Leave Reserved

69. Leave Reserved

Division 8 - Area, Incidence and Duration

70. Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Non-Commissioned Officers' (Other than
Detectives) Salaries

Table 2 - Detectives Salaries

Table 3 - Commissioned Officers' Salaries

Table 4 - Travelling Allowance

Table 5 - Remote Areas - Living Allowance

Table 6 - Detectives' Special Allowance

Table 7 - Special Duties Allowances (Non-Commissioned
Officers)

Table 8 - Professional/Academic Qualification Allowance
(Constable or Senior Constable)

Table 9 - On-Call Allowances (Non-Commissioned Officers)

Table 10 - Meal Allowances (Non-Commissioned Officers)

Table 11 - Stocking Allowance (Non-Commissioned
Officers)

Table 12 - Plain Clothes Allowances (Non-Commissioned
Officers)

Division 1 - General**2. No Further Claims**

- (i) This Award provides for;
- (a) pay increases of 2% with effect from the beginning of the first full pay period to commence on or after 1 July 2008 and 2% with effect from the beginning of the first full pay period to commence on or after 1 January 2009;
- (b) These increases are provided arising from the agreement of the parties as contained within the Memorandum of Understanding between the Commissioner of Police and the Police Association of New South Wales, entered into on 1 July 2005 and arising from Clause 2 (ii) of the Crown Employees (Police Officers - 2005) Award.
- (ii) Except as prescribed in Clause 69, Leave Reserved, the pay increases and enhanced conditions provided by this Award are premised on the basis that there shall be no new salaries or conditions claims arising from negotiations of productivity and efficiency improvements covered by the Memorandum of Understanding referred to in subclause (i) above.

3. Definitions

- (i) "Officer" or "Officers" means and includes all persons appointed pursuant to the *Police Act, 1990*, to be a police officer member of New South Wales Police, including probationary constables, who as at the date of operation of this Award were occupying a position or rank specified in this Award, or who after that date are appointed to such a position or rank, but excluding those police officers employed as members of New South Wales Police Senior Executive Service.
- (ii) "Non-Commissioned Officer" means and includes all persons defined as officers in subclause 0 above who are employed in a non-commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act, 1990*.
- (iii) "Commissioned Officer" means and includes all persons defined as officers in subclause 0 above who are employed in a commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act, 1990*.

- (iv) "Commissioner" means the Commissioner of Police for the State of New South Wales or any person acting in such position from time to time.
- (v) "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.
- (vi) "Association" means the Police Association of New South Wales.
- (vii) "Flexible Rostering Guidelines" means the guidelines agreed between the parties for the operation of flexible rosters, including the administration of leave, as varied from time to time by agreement.
- (viii) "Local Arrangements" means an agreement reached at the sub-organisational level between the Commissioner and the Association in terms of clause 15, Local Arrangements of this Award.
- (ix) "Detective" means A Non-Commissioned Officer who is designated as a Detective or is currently undertaking or prepared to undertake the Detectives Education Program and who is permanently appointed to the duty type of Criminal Investigation.
- (x) "Leading Senior Constable" means and includes those Non-Commissioned Officers employed by New South Wales Police, who on or after the date of operation of this Award are appointed as a Leading Senior Constable in accordance with clause 39 of this Award.

4. Commitment to Professional and Ethical Conduct

- (i) Officers shall maintain the highest possible standards of professional and ethical conduct.
- (ii) It is the responsibility of officers to be fully conversant with New South Wales Police Code of Conduct and Ethics and to ensure their actions are fully informed by the requirements of the Code.
- (iii) Officers shall be responsible for maintaining the currency of their professional knowledge and be proactive in maintaining the requisite competencies for incremental progression.
- (iv) For its part New South Wales Police will fully support officers who report corrupt, unethical or unprofessional conduct and those officers who make honest mistakes in the course of their duties.

5. 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, responsibilities as a carer, and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which by its terms or operation has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

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

NOTES

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

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

6. Inspection of Award

A copy of this Award shall be available for inspection by officers at each Branch, Station or other place of attachment.

7. Existing Privileges

Except so far as altered expressly or by necessary implication, this Award is made on the understanding that all other existing privileges and conditions not specified herein shall continue during its currency.

8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) For the purposes of this clause, "salary" means;
 - (a) the "Loaded Salaries" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, MONETARY RATES,
 - (b) the "Loaded Salaries" prescribed by Table 2 - Detectives Salaries of PART B, MONETARY RATES; or
 - (c) the salaries prescribed by Table 3 - Commissioned Officers' Salaries of PART B, MONETARY RATES.
- (ii) By mutual agreement with the Commissioner, an officer may elect to package part or all of their salary in order to obtain;
 - (a) a benefit or benefits selected from those approved from time to time by the Commissioner; and
 - (b) a salary equal to the difference between the salary prescribed for the officer by subclause (i), and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- (iii) The amount packaged, including any salary sacrifice to superannuation arrangement under subclause (x) to (xiv), may be up to one hundred (100) percent of the officer's salary.
 - (a) Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deduction may include, but not limited to, compulsory superannuation payment, HECS payments, child support payments, unions fees and health fund premiums.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (x) to (xiv), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- (vii) Where the officer has elected to package a part or all of their salary:
 - (a) subject to Australian Taxation Law, the amount of salary packaged will reduced the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowances, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's salary shall be calculated by reference to the salary which would have applied to the officer in the absence of any Salary Packaging Agreement made under this Award.
- (viii) The Commissioner may vary the range and type of benefits available from time to time following discussions with the Association. Such variations shall apply to any existing or future Salary Packaging Agreements from date of such variation.
- (ix) The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In these circumstances, the officer may elect to terminate the Salary Packaging Agreement immediately.
- (x) An officer may elect to sacrifice a part or all of their salary additional to employer superannuation contributions.
- (xi) Where the officer makes an election in terms of subclause (x), the officer may elect to have the amount of salary sacrificed;
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as an optional employer contribution; or
 - (b) subject to the Commissioner's agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- (xii) Where an officer makes an election in terms of clause (x), the Commissioner shall pay the amount of salary, the subject of election to the relevant superannuation fund.
- (xiii) Where an officer makes an election in terms of subclause (x) and where the officer is a member of a superannuation established under the;
 - (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*;
 - (d) *State Authorities Non-Contributory Superannuation Act 1987*; or
 - (e) *First State Superannuation Act 1992*

The Commissioner must ensure that the amount of any additional employer superannuation contributions specified in subclause (x) of this clause is included in the officer's superable salary which is notified to the SAS Trustee Corporations.

- (xiv) Where an officer makes an election in terms of subclause (x), and where, prior to electing to sacrifice a part or all of their salary to superannuation, an officer has entered into an agreement with the Commissioner to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (xiii) of this clause, the Commissioner will continue to base contributions to that fund on the salary payable to the same extent as applied before the officer sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Commissioner may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

9. Top-Up Supplementation of Workers' Compensation

- (i) This clause shall apply to officers who commenced employment with New South Wales Police on or after 1 April 1988 and who are in receipt of workers compensation payments pursuant to the *Workers Compensation Act 1987* with respect to any injury or illness arising out of or in the course of their employment as a police officer.
- (ii) New South Wales Police shall pay to any officer, as defined in sub-clause (i) above, the difference between the statutory amount of any workers compensation payments received by the officer and the ordinary rate of pay of the officer.
- (iii) The officer's entitlement to sick leave shall not be affected by this clause.
- (iv) The provisions of this clause shall only apply whilst ever an officer remains as an employee of New South Wales Police.

10. Deduction of Police Association of New South Wales Membership Fees

New South Wales Police shall deduct Association membership fees from the salaries of officers who are members of the Association and have signed the appropriate authority. Unless New South Wales Police and the Association agree to other arrangements, Association membership fees shall be deducted and forwarded directly to the Association on a fortnightly basis.

11. Travelling Allowances

- (i) The Commissioner shall require officers to obtain an authorisation for all official travel prior to incurring any travel expense.
- (ii) Where available at a particular centre or location, the overnight accommodation to be occupied by officers who travel on official business shall be the middle of the range standard, referred to generally as three-star or three-diamond standard of accommodation.
- (iii) An officer who performs official duty from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the officer's residence in order to perform that duty.
- (iv) For the first 35 days, the officer may claim either
- (a) the appropriate rate of allowance specified in Item 1 of Table 4 of PART B Monetary Rates, for every period of 24 hours absence by the officer from their residence; and the rate of meal allowances specified in item 3 of Table 4 of PART B Monetary Rates (excluding morning and afternoon teas) for any residual part day travel; or
 - (b) actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 4 of PART B Monetary Rates.
- (v) Payment of allowance as described in subclause (iv) above for an absence of less than 24 hours may be made only where the officer satisfies the Commissioner that, despite the period of absence being of less

than 24 hours' duration, expenditure for accommodation and three meals has been reasonably and necessarily incurred.

- (vi) Where an officer is unable to so satisfy the Commissioner, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel
- (vii) After the first 35 days and up to 6 months at a temporary location an officer in receipt of an allowance as set out in Item 1 of Table 4 of PART B Monetary Rates shall have that allowance reduced by 50% provided that the reduced allowance paid to officers located in Broken Hill shall be increased by one fifth.
- (viii) Adjustment of Allowances

Where the Commissioner is satisfied that an allowance under subclause (iv) and (vii) is:

- (a) insufficient to adequately reimburse the officer for expenses properly and reasonably incurred, a further amount may be paid to reimburse the officer for the additional expenses that may be incurred; or
- (b) in excess of the amount which would adequately reimburse the officer for expenses properly and reasonably incurred the Commissioner may reduce the allowance to an amount which would reimburse the officer for expenses incurred reasonably and properly.
- (ix) Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the officer.

- (x) Travelling Distance

The need to obtain overnight accommodation shall be determined by the Commissioner having regard to the safety of the officer or officers travelling on official business and local conditions applicable in the area. Where officers are required to perform duty during the evening or officers are required to commence duty early in a location away from their workplace, overnight accommodation shall be appropriately granted by the Commissioner.

- (xi) Review of Allowances

The parties agree that the Meal, Travelling and Related Allowances are to be reviewed in line with advice provided by Premier's Department Circular from time to time.

12. Provision of Quarters

- (i) With respect to Non-Commissioned Officers, "salary", for the purposes of this clause, means the "Loaded Salary" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Table 2 - Detectives Salaries of PART B, Monetary Rates plus the 11.5% Loading as prescribed in Clause 38 of this Award. With respect to Commissioned Officers, "salary", for the purposes of this clause, means the "all up" salaries of PART B, Monetary Rates of this Award.
- (ii) The salary of officers as defined in subclause (i) above is inclusive of an amount of 3% being an allowance in lieu of quarters. Officers provided with quarters shall have deducted from their salary, as defined in subclause (i) above, an amount of 3% of such sum.

13. Remote Area - Living Allowances

- (i) For the purpose of this clause "Remote Area" means, an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankin's

Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality.

- (ii) An Officer shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
 - (a) indefinitely stationed and living in a remote area as defined in subclause (i) above; or
 - (b) not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause (i) above.
- (iii) The grade of appropriate allowance payable under this clause shall be determined as follows:
 - (a) Grade A allowances - the appropriate rate shown as Grade A in Table 5 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of all locations in a remote area, as defined in subclause (i) above, except as specified in paragraphs (b) and (c) of this subclause; Non-Commissioned Officers
 - (b) Grade B allowances - the appropriate rate shown as Grade B in Table 5 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the towns and localities of Angledool, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
 - (c) Grade C allowances - the appropriate rate shown as Grade C in Table 5 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nicoleche, Olive Downs, Tibooburra and Yethong.

14. Part Time Employment

- (i) Officers may be employed on a part time basis for a period of less than 38 hours per week under guidelines agreed between the parties. While 10 hours per fortnight is generally regarded as a reasonable minimum, the Commissioner may approve a lesser minimum where it is necessary for the officer to work fewer hours per fortnight.
- (ii) Officers working under a part time arrangement shall be paid a pro rata of the relevant full time salary based on the following formula:

$$\text{Relevant Full Time Salary} \quad \times \quad \frac{\text{Average Weekly Hours Worked}}{38}$$
- (iii) Part time employment may be worked under an ongoing arrangement (permanent part time work) or for a defined period time (part time leave without pay).
- (iv) Leave entitlements for part time officers shall generally be calculated on a pro rata basis in accordance with the average weekly hours worked. Relevant Full Time Salary.
- (v) Increments for part time officers shall be paid at the normal date with salary paid on a pro rata basis subject to the competency and performance requirements outlined in clauses 56 and 65 of this Award.

15. Local Arrangements

- (i) Local arrangements, as specified in this Award, may be negotiated between the Commissioner and the Association in respect to:
 - (a) any organisational unit within New South Wales Police or part thereof;
 - (b) a particular group of officers; or

- (c) a particular duty type.
- (ii) All local arrangements negotiated between the Commissioner and the Association must be contained in a formal document, such as an agreement made pursuant to s87 of the Police Act 1990, a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.
- (iii) Local arrangements shall not result in any net disadvantage to officers in terms of their total remuneration and conditions of employment.

Division 2 - Leave

16. Leave Generally

Except as otherwise provided for in this division the leave entitlements of officers are prescribed by Part 6 of the Police Regulation, 2000.

17. Applications for Leave

- (i) An application by an officer for leave under this division shall be made to and be dealt with by the Commissioner. For the purpose of this division any reference to the Commissioner shall mean either the Commissioner or any other member of New South Wales Police with the delegated authority to approve leave pursuant to section 31 of the *Police Act*, 1990.
- (ii) The Commissioner, in dealing with any such application must have regard to the operational requirements of New South Wales Police, but as far as practicable is to deal with the application in accordance with the wishes of the officer.

18. Annual Leave

- (i) Annual leave on full pay accrues to a Non-Commissioned Officer at the rate of 6 weeks (228 working hours) per year.
- (ii) Annual leave on full pay accrues to a Commissioned Officer;
 - (a) at the rate of 5 weeks (190 working hours) per year, or
 - (b) at the rate of 6 weeks (228 working hours) if the officer qualifies for 3 or more additional working days leave in accordance with subclause (v) and is regularly rostered to work shift work on Sundays and Public Holidays.
- (iii) Annual leave shall be debited in accordance with the ordinary hours the officer would have been rostered to work had they not been on leave. Provided further that those Commissioned Officers referred to in paragraph (a) of subclause (ii) above, shall be debited 7.6 hours for each working day taken as annual leave.
- (iv) An officer while attached to a police station within the Western or Central Division (within the meaning of the Crown Lands Consolidation Act 1913, as in force immediately before its repeal) accrues additional annual leave on full pay at the rate of 38 working hours per year, or pro rata where only part of the year is spent attached to a police station or stations within the qualifying zones.
- (v) An officer who is rostered to work their ordinary hours of duty on a Sunday or public holiday shall, on the completion of the relevant qualifying period, accrue additional annual leave on full pay on the following basis:

Number of ordinary rostered shifts worked on Sundays and/or Public Holidays during a qualifying period.	Additional Annual Leave
4-10	1 additional working day

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

For the purposes of this subclause:

- (a) Any ordinary rostered shift, the major portion of which is worked on a Sunday or Public Holiday shall be deemed to be an ordinary shift worked on a Sunday or Public Holiday.
- (b) A qualifying period shall mean the period commencing 12 months from 1 December each year.
- (vi) An officer shall accrue additional annual leave on full pay at the rate of 7.6 working hours for each holiday publicly observed throughout the State, other than the days on which New Year's Day, Australia Day, Good Friday Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day or Boxing Day are publicly observed.
- (vii) At least 2 consecutive weeks annual leave shall be taken by an officer every 12 months except by agreement with the Commissioner or where an officer has insufficient leave to credit.
- (viii) The Commissioner shall notify an officer in writing when accrued annual leave reaches 9 weeks (342 working hours) and at the same time may direct the officer to take up to 3 weeks annual leave within 6 months of notification.
- (ix) The Commissioner shall notify an officer in writing when accrued annual leave reaches 12 weeks (456 working hours) and direct the officer to take up to 3 weeks annual leave within 12 weeks of the notification.
- (x) Conservation of Leave - If the Commissioner is satisfied that an officer is prevented by operational or personal reasons from taking sufficient annual leave to reduce accrued leave below an acceptable level of between 6 and 9 weeks the Commissioner shall:
 - (a) specify in writing the period of time during which the excess leave shall be conserved, and
 - (b) on the expiration of the period during which the conservation of leave applies, grant sufficient leave to the officer at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level.
- (xi) Annual Leave will generally be taken in periods of one week or multiples of one week inclusive of any Rest Days or Recurrent Leave Days. Lesser periods of Annual Leave may be taken by agreement between the Officer and their Commander/Manager.
- (xii) The Commissioner shall inform an officer in writing on a regular basis of the officer's annual leave accrual.
- (xiii) Termination of services
 - (a) An officer who resigns or retires or whose services are otherwise terminated (except by death) is, on cessation of employment, entitled to be paid immediately, instead of annual leave accrued and remaining untaken, the money value of that leave as a gratuity.
 - (b) An officer to whom paragraph (a) above applies may elect to take either the whole or part of the annual leave accrued and remaining untaken at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.
 - (c) If an officer has acquired a right to annual leave with pay and dies before entering on it, or after entering on it dies before its termination:
 - (1) the officer's surviving spouse, or

- (2) if there is no such surviving spouse, the officer's children, or
 - (3) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer,
- is entitled to receive the money value of the leave not taken.
- (d) If there is a guardian of any children entitled under paragraph (c), the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
 - (e) If there is no person entitled under paragraph (c) to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, the payment is to be made to the officer's personal representatives.
 - (f) If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.
 - (g) In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act 1984*) with the officer.
- (xiv) Accrual of Annual Leave While on Extended Leave, Sick Leave
- (a) Annual leave accrues in respect of any period an officer is on extended leave on full pay, but during one-half only of any period of extended leave on half pay.
 - (b) Annual leave accrues in respect of any period during which an officer is on sick leave (whether with or without pay) and in respect of any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*.

19. Extended Leave

- (i) Except as otherwise provided for in this clause the extended leave entitlements of officers are prescribed by Part 6, Division 2 of the Police Regulation, 2000.
- (ii) Entitlement To Extended Leave
 - (a) Subject to this Clause, an officer is entitled:
 - (1) after service for 7 years, to an amount of leave proportionate to an officer's length of service (up to 10 years), calculated on the basis of 2 months (334.4 working hours) on full pay or 4 months (668.8 working hours) on half pay, or 1 month (167.2 working hours) on double pay for 10 years served, and
 - (2) after service for more than 10 years, to:
 - (i) leave as provided by sub paragraph (1), and
 - (ii) in addition, an amount of leave proportionate to the officer's length of service after 10 years, calculated on the basis of 5 months (836 working hours) on full pay, or 10 months (1,672 working hours) on half pay, or 2.5 months (418 working hours) on double pay for 10 years served after service for 10 years.
 - (b) For the purpose of calculating the entitlement of an officer to extended leave under this subclause at any time:

- (1) there must be deducted from the amount of extended leave to which, but for this paragraph, that officer would be entitled:
 - (i) any extended leave, or leave in the nature of extended leave, and
 - (ii) the equivalent, in extended leave, of any benefit instead of extended leave or leave in the nature of extended leave, and
 - (2) taken or received by that officer before that time, and
 - (3) the provisions of Schedule 3A to the *Public Sector Employment and Management Act 2002* have effect.
- (c) If the services of an officer with at least 5 years' service and less than 7 years' service are terminated (otherwise than by the making of an order pursuant to section 181D of the *Police Act, 1990*):
- (1) by the Crown, the Governor or the Commissioner for any reason other than the officer's serious and intentional misconduct, or
 - (2) by the officer on account of illness, incapacity or domestic or other pressing necessity, the officer is entitled:
 - (3) for 5 years' service, to 1 month's leave (167.2 working hours) on full pay, and
 - (4) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave (501.6 working hours) for 15 years' service.
- (d) For the purposes of subclause (a) above, "service" includes:
- (1) service under the *Teaching Services Act 1980*, and
 - (2) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
 - (3) in the case of an officer who has completed at least 10 years' service, any period of leave without pay, not exceeding 6 months, taken after that commencement.
- (e) In subparagraph (d) (3), for the purpose of determining whether or not an officer has completed at least 7 years' service, the officer's period of service is to be taken:
- (1) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
 - (2) to exclude any period of leave without pay taken after that commencement.
- (iii) **Debiting Extended Leave**
- (a) Where an officer is granted sufficient extended leave to enable a complete rostered week to be taken as extended leave, then the officer's credit of extended leave shall be debited by 38 hours and the officer shall be deemed to be on extended leave for the entire rostered week, inclusive of rest days, recurrent leave days and public holidays.
 - (b) Where an officer seeks and is granted sufficient extended leave to enable a lesser period than a complete rostered week to be taken as extended leave, inclusive of rest days and recurrent leave days, then the officer's extended leave credits will be debited by the hours the officer would have otherwise worked in accordance with the roster had the officer not been on extended leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) shall be debited 7.6 hours for each working day taken as extended leave.

- (c) An officer may apply for extended leave at double pay. Where such leave is granted and taken, the amount of extended leave debited from the officer's entitlement shall be double of that which would otherwise be debited if the officer had applied for extended leave at full pay.
- (d) Public Holidays that fall whilst an officer is on extended leave shall be paid and not debited from the officer's extended leave entitlement.
- (e) Prior to entering on extended leave and/or immediately following resumption, an officer's ordinary working hours shall, if necessary, be adjusted so that the officer's ordinary hours average 38 per week for that part of the roster period not included in the period of extended leave.

(iv) Entitlement To Gratuity Instead Of Extended Leave

An officer who has acquired a right to extended leave with pay is entitled, immediately on the termination of the officer's services, to be paid instead of that leave the money value of the extended leave as a gratuity in addition to any gratuity to which the officer may be otherwise entitled.

(v) Payment Where Officer Has Died

- (a) If an officer has acquired a right to extended leave with pay and dies before starting it, or after starting it dies before completing it:
 - (1) the officer's surviving spouse, or
 - (2) if there is no such surviving spouse, the officer's children, or
 - (3) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer,

is entitled to receive the money value of the leave not taken, or not completed, calculated at the rate of salary that the officer received at the time of his or her death, less any amount paid to the officer in respect of the leave not taken, or not completed.

- (b) If an officer with at least 5 years' service as an adult and less than 7 years' service dies:
 - (1) the officer's surviving spouse, or
 - (2) if there is no such surviving spouse, the officer's children, or
 - (3) if there is no such surviving spouse or child, the persons who, in the opinion of the Commissioner, were, at the time of the death of the officer, dependant relatives of the officer,

is or are entitled to receive the money value of the leave which would have accrued to the officer had her or his services terminated, calculated at the rate of salary that the officer was receiving at the time of his or her death.

- (c) If there is a guardian of any children entitled under paragraph (a) or (b), the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- (d) If there is no person entitled under paragraph (a) or (b) to, receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, payment in respect of that leave must be made to the officer's personal representatives.
- (e) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

- (f) If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.
- (g) In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act 1984*) with the officer.

20. Sick Leave

- (i) Except as otherwise provided for in this clause, the sick leave entitlements of officers are prescribed by Part 6, Division 8 of the Police Regulation, 2000.
- (ii) Authority to grant sick leave
 - (a) If the Commissioner is satisfied that an officer is unable to perform her or his duty because of illness, the Commissioner:
 - (1) must, subject to this subclause, grant the officer sick leave on full pay, and
 - (2) may, subject to this subclause, grant the officer sick leave without pay if the absence of the officer exceeds his or her entitlement to sick leave on full pay under this clause.
 - (b) An officer may elect to take available annual or extended leave instead of sick leave without pay.
- (iii) Requirements For Medical Certificate
 - (a) An officer absent from duty because of illness:
 - (1) in respect of any such absence in excess of 3 consecutive working days, must furnish a medical certificate to the Commissioner, or
 - (2) in respect of any such absence of 3 consecutive working days or less, must if required to do so by the Commissioner, furnish a medical certificate to the Commissioner.
 - (b) Despite paragraph (a), the Commissioner may at any time require an officer who has been granted sick leave to furnish medical evidence of the inability of the officer to resume duty.
 - (c) If an officer applying for sick leave furnishes a medical certificate which appears to the Commissioner to indicate that the condition of the officer does not warrant the grant of sick leave, that application together with that medical certificate is to be referred immediately by the Commissioner to a medical practitioner for consideration.
 - (d) The nature of the leave to be granted to an officer in respect of an application referred to in paragraph (c) is to be determined by the Commissioner on the advice of a medical practitioner.
 - (e) If sick leave is not granted to an officer in respect of an application referred to in paragraph (c), the Commissioner is, as far as practicable, to take into account the wishes of the officer concerned when determining the nature of the leave to be granted in respect of the application.
 - (f) An officer may elect to have an application for sick leave dealt with confidentially by a medical practitioner in accordance with such procedures as may be determined from time to time by the Commissioner.
 - (g) Where an officer on annual leave or extended leave furnishes to the Commissioner a satisfactory medical certificate in respect of illness occurring during that leave, the Commissioner may, subject to the provisions of this subclause, grant sick leave to the officer for the following period:
 - (1) in the case of an officer on annual leave, the period set out in the medical certificate,

- (2) in the case of an officer on extended leave, the period set out in the medical certificate, unless that period is less than 7 calendar days.
- (h) Paragraph (g) applies to all officers other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (i) Paragraph (g) does not apply to sick leave that has been taken for carer's leave purposes in accordance with clause 21 of this award.
- (iv) Sick Leave Entitlements
- (a) Sick leave on full pay accrues to an officer at the rate of 15 working days (114 working hours) each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) Sick leave shall be debited in accordance with the ordinary hours the officer would have worked had they not been absent on sick leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) shall be debited 7.6 hours for each working day taken as extended leave.
- (c) Sick leave on full pay accrues at the beginning of the calendar year, but if an officer is appointed during a calendar year, sick leave on full pay accrues on the date the officer commences duty at the rate of one and a quarter working days (9.5 working hours) for each complete month before the next 1 January.
- (v) Recredit Of Rest Days - Non Commissioned Officers
- Any Non-Commissioned officer who is sick on two or more rest days in any rostered week may elect to have the second and subsequent rest days recredited and have their sick leave debited accordingly. Such recredited rest days will be taken as rest days in lieu at a mutually convenient time in the current or next roster period. The number of hours to be debited from sick leave on a rest day when sick shall be the number of rostered hours that would have otherwise been worked on the day or days taken as rest day(s) in lieu. Provided further that no more than three rest days can be recredited for any one continuous period of sick leave.
- (vi) Payment During Initial Period Of Service
- (a) No more than 5 work days' (38 working hours) sick leave is to be granted to an officer during the first 3 months of service unless a satisfactory medical certificate in respect of each absence is furnished.
- (b) On completion of the first 12 months' service, payment may be made to an officer for such portion of sick leave taken without pay during the first 3 months of that service as, with the addition of all sick leave on full pay granted during that period of 12 months, does not exceed a total of 15 working days (114 working hours).
- (vii) Procedure Where Workers Compensation Claimed
- (a) This paragraph applies where an officer is or becomes unable to attend for duty or to continue on duty in circumstances which may give the officer a right to claim compensation under the *Workers Compensation Act 1987*.
- (b) If an officer has made a claim for any such compensation, the officer may, pending the determination of that claim and subject to the provisions of this clause and to paragraphs (d) and (g), be granted by the Commissioner sick leave on full pay for which the officer is eligible, and if that claim is accepted the equivalent period of any such sick leave is to be restored to the credit of the officer.
- (c) If an officer who is required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act refuses, to submit

to or in any way obstructs any such examination the officer is not to be granted sick leave on full pay until that examination has taken place and a medical certificate has been given indicating that the officer is not fit to resume duty.

- (d) If, as a result of any such medical examination:
- (1) a certificate is given under the *Workers Compensation Act 1987* setting out the condition and fitness for employment of the officer or the kind of employment for which the officer is fit, and
 - (2) the Commissioner makes available to the officer employment falling within the terms of that certificate, and
 - (3) the officer refuses or fails to resume or perform the employment so provided, all payments in accordance with this clause are to cease from the date of that refusal or failure.
- (e) Despite sub paragraph (2), if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 87F of the *Workers Compensation Act 1987*, there will then be no further sick leave granted on full pay.

(viii) Procedure Where Other Claim Has Been Made

- (a) This paragraph applies if the circumstances of any injury to or illness of an officer may give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*.
- (b) Sick leave on full pay may, subject to and in accordance with this clause, be granted to an officer on completion of an undertaking by the officer in a form approved by the Commissioner:
- (1) that any such claim if made will include a claim for the value of any period of sick leave on full pay granted, and
 - (2) that, if the officer receives or recovers damages or compensation pursuant to that claim for loss of salary during any such period of sick leave, the officer will repay to the Commissioner such money as is paid by the Commissioner in respect of any such period of sick leave.
- (c) Sick leave on full pay is not to be granted to an officer who refuses or fails to complete such an undertaking, except with the express approval of the Commissioner given on the grounds that the refusal or failure is unavoidable in the circumstances.
- (d) On repayment made to the Commissioner pursuant to an undertaking given by an officer, sick leave equivalent to that repayment, calculated at the ordinary rate of pay of the officer, is to be restored to the credit of the officer.

21. Sick Leave to Care for a Family Member

- (i) Where family and community service leave provided in clause 27 is exhausted, an officer with responsibilities in relation to a category of person set out in subclause (c) of this clause who needs the officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single shift.
- (a) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the officer's eligible service.

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

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

- (c) The entitlement to use sick leave in accordance with this clause is subject to:
- (1) the officer being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - a spouse of the officer, or
 - a de facto spouse, being a person of the opposite sex to the officer who lives with the officer as her husband or his wife on a bona fide domestic basis although not legally married to that officer; or
 - a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or of the spouse or of the de facto spouse of the officer; or
 - a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or a relative of the officer who is a member of the same household, where for the purposes of this definition.

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

22. Maternity Leave

- (i) An officer who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
 - (a) for a period up to 9 weeks prior to the expected date of birth; and
 - (b) for a further period of up to 12 months after the actual date of birth
- (ii) An officer who has been granted Maternity Leave may, with the permission of the Commissioner, take leave after the actual date of birth:
 - (a) full-time for a period of up to 12 months; or
 - (b) part-time for a period of up to 2 years; or
 - (c) as a combination of full-time and part-time over a proportionate period up to two years.

- (iii) An officer who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (iv) An officer who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (v) If the position occupied by the officer immediately prior to the taking of maternity leave has ceased to exist, but there are other positions available that the officer is qualified for and is capable of performing, the officer shall be appointed to a position of the same rank as the officer's former position.
- (vi) An officer who:
 - (a) applied for maternity leave within the time and in the manner determined by the Commissioner; and
 - (b) prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks or the period of maternity leave taken, whichever is the lesser period.
- (vii) Except as provided in subclause (vi) of this clause, maternity leave shall be granted without pay.

23. Parental Leave

- (i) Parental Leave shall be granted as follows:
 - (a) Short Term Parental leave - an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy. See also paragraph (a) of subclause (i) of clause 25 Right to Request Additional Maternity, Parental or Adoption Leave.
 - (b) Extended Parental leave - not exceeding 12 months. Further Parental Leave may be granted in terms outlined under paragraph (b) of subclause (i) of clause 25 Right to Request Additional Maternity, Parental or Adoption Leave.
- (ii) Extended Parental leave may commence at any time up to 2 years from the date of birth or adoption of the child.
- (iii) Extended Parental leave:
 - (a) may be taken full-time for a period not exceeding 12 months, or
 - (b) may be taken part-time over a period not exceeding 2 years, or
 - (c) may be taken partly full-time and partly part-time over a proportionate period.
 - (d) Extended Parental leave may then continue under the terms outlined in paragraph (c) of subclause (i) of clause 25, Right to Request Additional, Maternity, Parental or Adoption Leave.
- (iv) An officer who resumes duty immediately on the expiration of parental leave:
 - (a) if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
 - (b) if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.

- (v) An officer who;
 - (a) applied for parental leave within the time and in the manner determined by the Commissioner; and
 - (b) prior to the expected date of birth or adoption, completed not less than 40 weeks' continuous service, shall be paid at the ordinary rate of pay for a period not exceeding 1 week or the period of parental leave taken, whichever is the lesser period.
- (vi) Except as provided in subclause (v) of this clause, parental leave is to be granted without pay.

24. Adoption Leave

- (i) An officer who adopts, and becomes the primary care-giver for, a child:
 - (a) if the child has not commenced school at the date of the taking of custody, is entitled to be granted adoption leave for a maximum period of 12 months, or
 - (b) if the child has commenced school at that date, may be granted adoption leave for such period (not exceeding 12 months on a full-time basis) as the Commissioner may determine.
- (ii) Adoption leave referred to in paragraph (i):
 - (a) may be taken full-time for a period not exceeding 12 months, or
 - (b) may be taken part-time over a period not exceeding 2 years, or
 - (c) may be taken partly full-time and partly part-time over a proportionate period; as the Commissioner may permit.
 - (d) Adoption leave may then continue under the terms outlined in paragraph (b) and (c) of subclause (i) of clause 25 Right to Request Additional, Maternity, Parental or Adoption Leave.
- (iii) Adoption leave commences on the date when the officer takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the officer.
- (iv) An officer who resumes duty immediately on the expiration of adoption leave:
 - (a) if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
 - (b) if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.
- (v) Except as otherwise provided by subclause (vi), adoption leave is to be granted without pay.
- (vi) An officer who:
 - (a) applies for adoption leave within such time and in such manner as the Commissioner may from time to time determine, and
 - (b) prior to the commencement of adoption leave, completes not less than 40 weeks' continuous service,

is entitled to payment at her or his ordinary rate of pay for a period of 14 weeks of adoption leave or the period of adoption leave taken, whichever is the shorter period.

25. Right to Request Additional Maternity, Parental Or Adoption Leave

- (i) An officer who has been granted maternity, parental, or adoption leave in accordance with clauses 22, 23 and 24 of this Award may make a request to the Commissioner to:
 - (a) extend a period of short term parental leave as provided for in subclause (i) of clause 23 of this Award to an unbroken period of 8 weeks;
 - (b) extend the period of unpaid maternity, parental, or adoption leave for a further continuous period of leave not exceeding 12 months;
 - (c) return from a period of full time maternity, parental or adoption leave on a part time basis until the child reaches school age; to assist the officer in reconciling work and parental responsibilities.
- (ii) The Commissioner shall consider the request having regard to the officer's circumstances and, provided the request is genuinely based on the officer's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or operational requirements. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

26. Communication During Maternity, Parental Or Adoption Leave

- (i) Where an officer is on maternity, parental or adoption leave and a definite decision has been made to introduce significant change at the workplace, the Commissioner shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave; and
 - (b) provide an opportunity for the officer to discuss any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave.
- (ii) The officer shall take reasonable steps to inform the Commissioner about any significant matter that will affect the officer's decision regarding the duration of maternity, parental or adoption leave to be taken, whether the officer intends to return to work and whether the officer intends to return to work on a part-time basis.
- (iii) The officer shall also notify the Commissioner of changes of address or other contact details which might affect the Commissioner's capacity to comply with subclause (i).

27. Accrual of Leave While on Maternity, Parental Or Adoption Leave

- (i) For the purpose of accrual of leave by an officer:
 - (a) any period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay is to be counted as service, and
 - (b) half of any period of maternity leave or adoption leave in respect of which payment was made at the rate of half pay is to be counted as service.
- (ii) For the purpose of accrual of leave by an officer, any period of maternity leave, adoption leave or parental leave taken as leave without pay is not to be counted as service except as provided by clause 19, Extended Leave.

28. Incremental Progression While on Maternity Leave, Adoption Leave Or Parental Leave

- (i) For the purpose of payment of any increment to an officer:
 - (a) a period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay or half pay is to be counted as service, and
 - (b) a period of any maternity leave, adoption leave or parental leave without pay is not to be counted as service.

29. Family and Community Service Leave

- (i) The Commissioner shall, in the case of emergencies or in personal or domestic circumstances, grant to an officer some or all of the available family and community service leave on full pay.
- (ii) Such cases may include but not be limited to the following:
 - (a) compassionate grounds - such as the death or illness of a close member of the family or an officer or the officer's household;
 - (b) accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent an officer from reporting for duty;
 - (d) other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- (iii) An officer is not to be granted family and community service leave for attendance at court to answer a criminal charge unless the Commissioner approves the grant of leave in the particular case.
- (iv) The maximum amount of family and community service leave on full pay that may be granted to an officer is:
 - (a) two and a half working days (19 working hours) during the first year of service, and 5 working days (38 working hours) in any period of 2 years after the first year of service, or;
 - (b) after the completion of 2 year's service, 7.6 working hours for each completed year of service on or after 1 January 1995 and 8 working hours for each completed year of service prior to 1 January 1995, less any period of family and community service leave already taken by the officer.
- (v) Family and community service leave shall be debited in accordance with the ordinary hours the officer would have worked had they not been absent on such leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 hours) shall be debited 7.6 hours for each working day taken as family and community service leave.
- (vi) The Commissioner may grant up to 5 working days' (38 working hours) family and community service leave without pay to an officer in any period of one year if the amount of paid family and community service leave available to the officer for that period has been used.
- (vii) The amount of any family and community service leave without pay that may be granted under paragraph (vi) in any period of one year is to be reduced by the amount of any paid family and community service leave already taken by the officer in the same period.

30. Leave Without Pay

- (i) The Commissioner may grant leave without pay to an officer for a period not exceeding 3 years if good and sufficient reason is shown.
- (ii) Leave without pay is subject to such conditions as the Commissioner may from time to time determine.
- (iii) Leave without pay may be granted on a full-time or a part-time basis.
- (iv) Leave without pay is not to be counted as service for the purposes of:
 - (a) accrual of annual leave or sick leave, or
 - (b) the payment of any increment.
- (v) Leave without pay is not to be counted as service for the purposes of:
 - (a) any qualification for promotion within the rank of constable, or
 - (b) the period of any probation.
- (vi) This clause does not apply to leave without pay that is sick leave, maternity leave, adoption leave or parental leave.

31. Military Leave

- (i) During the period of 12 months commencing on 1 July each year, the Commissioner may grant to an officer who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the officer's unit.
- (ii) Up to 24 working days (182.4 working hours) military leave per year may be granted by the Commissioner to members of the Naval and Military Reserves and up to 28 working days (212.8 working hours) per year to members of the Air Force Reserve for the activities specified in subclause (i) of this clause.
- (iii) At the expiration of military leave, the officer shall furnish to the Commissioner a certificate of attendance signed by the commanding officer or other responsible officer.

32. Special Leave

- (i) Special leave on full pay is to be granted to officers:
 - (a) for the purpose of attending at any examination under the *New South Wales Police Act, 1990* or the *Police Regulation, 2000*; and
 - (b) up to a maximum of 38 working hours in any 1 year for the purpose of attending at any other examination approved by the Commissioner for the purposes of this subclause.
- (ii) Special leave granted under subclause (i) for the purposes of attending at an examination is to include leave for any necessary travel to or from the place at which the examination is held.
- (iii) Special leave on full pay may be granted to officers for such other purposes and during such periods and subject to such conditions as may be determined from time to time by the Public Sector Workforce Office.

Division 3 - Association Activities**33. Association Activities Regarded as Special Leave**

- (i) The granting of special leave with pay will apply to the following activities undertaken by a association delegate, as specified below:
 - (a) annual or biennial conferences of the delegate's union;
 - (b) meetings of the union's Executive, Committee of Management or Councils;
 - (c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - (d) attendance at meetings called by Unions NSW involving a public sector association, which requires attendance of a delegate;
 - (e) attendance at meetings called by the Public Sector Workforce Office, as the employer for industrial purposes, as and when required;
 - (f) giving evidence before an Industrial Tribunal as a witness for the association;
 - (g) reasonable travelling time to and from conferences or meetings to which the provisions of clauses 33, 34 and 35 of this award apply.

34. Association Activities Regarded as on Duty

- (i) An association delegate will be released from the performance of normal departmental duty when required to undertake any of the activities specified below. While undertaking such activities the association delegate will be regarded as being on duty and will not be required to apply for leave:
 - (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 2000* and the Regulations;
 - (b) Attendance at meetings with workplace management or workplace management representatives;
 - (c) A reasonable period of preparation time, before -
 - (1) meetings with management;
 - (2) disciplinary or grievance meetings when an association member requires the presence of a association delegate; and
 - (3) any other meeting with management,
 - (d) by agreement with management, where operational requirements allow the taking of such time;
 - (1) Giving evidence in court on behalf of the employer;
 - (2) Appearing as a witness before the Government and Related Employees Appeal Tribunal;
 - (3) Representing their association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
 - (4) Presenting information on the association and association activities at induction sessions for new staff of the department; and

- (5) Distributing official association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

35. Association Training Courses

- (i) The following training courses will attract the grant of special leave as specified below:
- (a) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted shall be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 15, Local Arrangements, of this award.
- (b) courses organised and conducted by the Trade Union Education Foundation or by the officer's association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;

Division 4 - Non-Commissioned Officers

36. Salaries (Other Than Detectives)

Subject to the *Police Act, 1990*, and Regulations and any requirements there under and to the provisions of clause 56, "Competency Based Incremental Progression" (Non-Commissioned Officers), of this Award, a Non-Commissioned Officer (other than Detectives) shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates.

37. Salaries (Detectives)

- (i) Subject to the *Police Act, 1990*, and Regulations and any requirements there under and to the provisions of clause 56, "Competency Based Incremental Progression" (Non-Commissioned Officers), of this Award, a Non-Commissioned Officer (Detectives) shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 2 - Detectives Salaries of PART B, Monetary Rates. In addition to their base salary Detectives shall be paid the following allowances in the nature of salary:
- (a) the Loading prescribed by clause 38 of this Award; and
- (b) an allowance equivalent to a Grade 3 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 7 - Special Duties Allowances (Non-Commissioned Officers) of Part B Monetary Rates; and
- (c) an Allowance as prescribed in Table 6 - Detectives' Special Allowance of Part B Monetary Rates.
- (ii) Upon the day of permanent appointment of a Non Commissioned Officer as a Detective as defined at 3(x) of this award, he/she will transition from Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries to Table 2 - Detectives Salaries of PART B in accordance with the following table and subject to the provisions of sub clause 39(iv):

Incremental Level prior to permanent appointment	Incremental Level upon permanent appointment
Probationary Constable (Level 1)	
Constable Level 2	
Constable Level 3	
Constable Level 4	Detective 1st Year
Constable Level 5	Detective 2nd Year

Senior Constable Level 1	Detective 3rd Year
Senior Constable Level 2 Step 1	Detective 4th Year
Senior Constable Level 2 Step 2	Detective 4th Year
Senior Constable Level 3 Step 1	Detective 5th Year
Senior Constable Level 3 Step 2	Detective 5th Year
Senior Constable Level 3 Step 3	Detective 5th Year
Senior Constable Level 4 Step 1	Detective 6th Year
Senior Constable Level 4 Step 2	Detective 6th Year
Senior Constable Level 5 Step 1	Detective 7th Year
Senior Constable Level 5 Step 2	Detective 7th Year
Senior Constable Level 6	Detective 8th Year
Senior Constable (more than 1 years service on Level 6)	Detective 9th Year
Sergeant 1st year	Detective Sergeant 1st Year
Sergeant 2nd year	Detective Sergeant 2nd Year
Sergeant 3rd year	Detective Sergeant 3rd Year
Sergeant 4th year	Detective Sergeant 3rd Year
Sergeant 5th year	Detective Sergeant 4th Year
Sergeant 6th year	Detective Sergeant 4th Year
Sergeant 7th year	Detective Sergeant 5th Year
Sergeant 8th year	Detective Sergeant 5th Year
Sergeant 9th year	Detective Sergeant 6th Year
Senior Sergeant 1st year	Detective Senior Sergeant 1st Year
Senior Sergeant 2nd year	Detective Senior Sergeant 1st Year
Senior Sergeant 3rd year	Detective Senior Sergeant 2nd Year
Senior Sergeant 4th year	Detective Senior Sergeant 3rd Year
Senior Sergeant 5th year	Detective Senior Sergeant 4th Year

- (iii) A Non Commissioned Officer who ceases to be a Detective shall revert to the rank and increment level he or she would have otherwise occupied had they not been appointed as a Detective. This does not preclude action under section 173 of the *Police Act* 1990.
- (iv) No directed transfers (involuntary) out of a criminal investigation position are to occur without reference to and approval of the Director, Human Resources.

38. Loading

A Non-Commissioned Officer shall, in addition to the salary prescribed in clause 36, Salaries, of this Award, be paid an allowance calculated to the nearest dollar, at the rate of 11.5% of such salary. The allowance being a loading for work performed on weekends, shift work, recall to duty and other incidents of employment not covered elsewhere in this Award, and including a Loading formerly paid on Annual Leave.

39. Leading Senior Constables

- (i) Subject to provisions duly agreed between the Commissioner and Association a Non-Commissioned Officer of the rank of Senior Constable may be appointed as a Leading Senior Constable.
- (ii) The Commissioner may revoke the appointment of a Leading Senior Constable at any time. The circumstances under which such an appointment is revoked shall be subject to provisions duly agreed between the Commissioner and the Association. The revocation of the appointment of a Leading Senior Constable shall not be regarded as reviewable action for the purpose of section 173(3) of the *Police Act*, 1990
- (iii) Incremental progression for Leading Senior Constables shall be subject to the provisions of clause 55 of this Award.

- (iv) Where a Leading Senior Constable is to be permanently appointed as a Detective as a result of a voluntary transfer to that position, they shall immediately prior to the permanent appointment revert to the Level and Step they would have attained if they had never been appointed as a Leading Senior Constable. Only then will the Non Commissioned Officer transition in accordance with subclause 37(ii).
- (v) A Leading Senior Constable, who is involuntarily transferred, involuntarily temporarily transferred or involuntarily seconded to a position that would normally attract the salary of a Detective, shall be subject to provisions duly agreed between the Commissioner and the Association.
- (vi) In circumstances where an officer who has previously held an appointment as a Leading Senior Constable, and who has relinquished such appointment with a view to seeking appointment elsewhere, applies for a further appointment, that such officer may, in their application seek appointment at the level and step previously achieved, and if such an officer succeeds in gaining that further appointment as a Leading Senior Constable, then such officer is to be appointed at the level or step previously held.

Their incremental date however shall be the date of taking up duty in the new appointment, and such officer shall be required to serve a minimum of twelve months on the level or step at which they were appointed, before being eligible for further incremental movement.

These provisions shall not apply to any officer whose previous appointment as a Leading Senior Constable was revoked for any reason whatsoever or who has voluntarily relinquished their appointment in circumstances of adverse performance assessments.

40. Special Duties Allowance

- (i) In addition to the rates prescribed for Non Commissioned Officers by clause 36 Salaries and clause 38 Loading of this Award a Non-Commissioned Officer who holds a position set out hereunder shall on the determination of the Commissioner be paid the appropriate allowance prescribed in Table 7- Special Duties Allowances (Non-Commissioned Officers) of PART B, Monetary Rates of this Award, provided that, in respect to grades 1 to 4, where more than one rate applies to a Non-Commissioned Officer they shall only be entitled to one rate namely the higher or highest;

- (ii) Gradings

Grade 1

Trainee Prosecutor, Legal Services

Part Time Rescue/Bomb Operator, Special Services Group

Teacher, Operational Safety Trainer, Weapons Instructor Part Time, Local Area Commands

Breath Analysis Operative, Breath Analysis and Research Unit

Highway Patrol Officer, Local Area Commands and Traffic Services

Policy Officer, Traffic Policy

Analyst/Senior Analyst Workforce Planning, Human Resource Services

Surveillance Operative, State Surveillance Branch, Special Services Group

Tactical Airborne Technician, Technical Surveillance Operative, Police Aviation Support Branch, Special Services Group

Senior Operations Officer, Communications

Negotiator Part time, Local Area Commands and Specialist Sections

State Protection Support Unit Part time Operative, Country Local Area Commands

Grade 2

Armoury Technician, Armoury, State Protection Group

Investigator, Crash Investigation Unit

Diver, Police Diving Unit

Teacher, Driving Instructor, Police Driver, Education Services

Engineering Investigator, Engineering Investigation Unit, Forensic Services Group

Master Class V, Marine Area Command

Incident Reconstruction Operative, Forensic Services Group

STIB Operative, State Technical Investigation Branch, Special Services Group

Teacher, Foundational Studies, Education Services,

Teacher, Continuing Education, Education Services

Teacher, Operational Safety Trainer, OSTU, Westmead, Goulburn and Regions

Technical Officer, Metropolitan Radio Network

Technical Officer, Radar Engineering Unit

Grade 3

Crime Scene Examiner, Forensic Services Group

Investigator (Detective), Local Area Commands, State Crime Command and Specialist Commands

Document Examiner, Forensic Services Group

Finger Print Technician, Forensic Services Group

Firearms/Ballistics Examiner, Forensic Services Group

Operative, Tactical Operations Unit, State Protection Group

Rescue/Bomb Operator Special Services Group

Criminal Profiler, Practitioner, Crime Faculty

Grade 4

Prosecutors, Legal Services

- (iii) Any Non-Commissioned Officer classified as a Detective, as defined in clause 3, Definitions, shall not be entitled to any Special Duties Allowance.

41. Professional/Academic Qualification Allowance

- (i) In addition to the rates prescribed for Non-Commissioned Officers by clause 36, Salaries and clause 38, Loading of this Award a Non-Commissioned Officer who possesses a qualification set out hereunder

shall, on the determination of the Commissioner, be paid the appropriate allowance prescribed in Table 8 - Professional/Academic Qualification Allowance (Constable or Senior Constable) of PART B, Monetary Rates of this Award.

- (ii) Non-Commissioned Officers shall only be entitled to the payment of one allowance, namely the highest, depending upon the qualification held;
- (iii) On and from the beginning of the first full pay period to commence on or after 1 January 2002 the Professional/Academic Qualification Allowances prescribed by this clause shall only apply to Non-Commissioned Officers of and below the rank of Senior Constable who hold vocationally relevant degrees provided that:
 - (a) Vocational relevance will be at the discretion of the Tertiary Scholarship Review Committee;
 - (b) Relevant degrees will not include degrees achieved under any program whereby New South Wales Police meets the course fees and/or HECS (other than by way of reimbursement under the Tertiary Scholarship Scheme), or provides for the course to be undertaken in normal working time or as study leave, (as opposed to the normal provisions of study time being applied), nor in circumstances where New South Wales Police meets the costs associated with the undertaking of the course or a series of courses, including accommodation costs;
 - (c) Payment of the Professional/Academic Qualification Allowance shall cease when a Non-Commissioned Officer achieves their first merit-based promotion.
 - (d) Payment of the Professional/Academic Qualifications Allowance shall be suspended for any period a Non-Commissioned Officer is temporarily appointed to the rank of Sergeant and above pursuant to section 67 of the *Police Act*, 1990.

42. On Call Allowances

- (i) "On Call" shall mean a situation in which a Non-Commissioned Officer is rostered, or directed by a superior officer, to be available to respond forthwith for duty outside of their ordinary working hours or shift. A Non-Commissioned Officer placed on call shall remain contactable by telephone for all of such time unless working in response to a call or with the consent of their appropriate superior officer. Whilst on call a Non-Commissioned Officer may be required to retain a personal paging device within earshot at all times.
- (ii) Rates of Allowance

In addition to the Salaries prescribed in clause 36 Salaries (Other than Detectives), clause 37 (Detectives) and clause 38 Loading, a Non-Commissioned Officer placed on call, as defined in subclause (i) above, shall be paid the appropriate allowance as set out in Table 9 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates.

- (iii) The payment of on call and vehicle care allowances prescribed in Table 9 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates. of this Award shall not apply in the case of Non-Commissioned Officers performing the role of or relieving in the role of Lock Up Keeper, and in the case of Officers In Charge of one person stations; except when such Non-Commissioned Officers are rostered or directed to remain on call (as defined) which thereby places a restriction on the officers' off duty hours which is greater than that normally expected of those positions.

43. Hours of Duty

- (i) The ordinary hours of duty for all Non-Commissioned Officers exclusive of meal breaks shall not exceed, on average, 38 hours per week and shall be worked from Sunday to Saturday inclusive.
- (ii) The 38 hour week shall be maintained by the general application of flexible rostering which is characterised by Non-Commissioned Officers working an average of 38 hours per week over an approved roster period consistent with flexible rostering guidelines that are agreed between the parties.

- (iii) In accordance with the flexible rostering guidelines the development of an appropriate roster is subject to the agreement of the relevant Commander/Manager and a simple majority of the Non-Commissioned Officers involved.
- (iv) Non-Commissioned Officers shall be entitled to two (2) rest days in each seven calendar days, or four rest days in each fourteen (14) calendar days.
- (v) Rosters shall provide Non-Commissioned Officers with an average of 1 complete Sunday off per fortnight and 1 complete weekend per month off duty, as a minimum.
- (vi) Rosters shall be arranged as far as practicable to give at least seven (7) days notice of the particular day or days to be allotted as rest days.
- (vii) A Non-Commissioned Officer shall, if practicable, be given at least 24 hours notice of a change of rostered shift, or the proposed deferment or cancellation of any rest day. A Non-Commissioned Officer required to perform a shift on a rostered rest day who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift shall be paid at the overtime rate specified in clause 46 of this Award for the performance of duty on that shift in lieu of being granted an alternate rest day.
- (viii) The roster of each Non-Commissioned Officer shall, as far as practicable, be arranged so as to allow at least 8 hours between the termination of one rostered shift and the commencement of the next rostered shift. Should a Non-Commissioned Officer not be allowed such a break then that period of the shift which falls within the 8 hour break, the Non-Commissioned Officer shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate). Provided further that this subclause shall not apply to the day of changeover from cycles of rostered shifts.
- (ix) Non-Commissioned Officers shall not be directed to work broken shifts.

44. Shift Allowance

- (i) A Non-Commissioned Officer who works a full shift shall be paid, in addition for each shift actually worked, an allowance in accordance with the following table:

	COMMENCING TIME	ALLOWANCE
Day	At or after 6 am and before 10 am	0%
Afternoon	At or after 10am but before 1pm	10%
Afternoon	At or after 1 pm and before 4pm	15%
Night	At or after 4 pm and before 4am	17.5%
Night	At or after 4 am and before 6am	10%

- (ii) The allowance prescribed in subclause (i) above shall be based upon the following formula:

$$A = \frac{S}{52.17857} \times \frac{1}{7} \times \frac{1}{8} \times R \times H$$

Where:

A = Shift Allowance Payable (rounded to the nearest cent)

S =The rate of pay for a Sergeant 5th Year as specified in Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates.

R = The relevant percentage rate as prescribed in subclause (i) above.

H = Number of ordinary hours in the shift.

- (iii) For the purpose of making a claim for payment, the shifts attracting a 10% allowance shall be known as a "C" shift; the shifts attracting an allowance of 15% shall be known as an "A" shift; and the shifts attracting an allowance of 17.5% shall be known as a "B" shift.
- (iv) A Non-Commissioned Officer shall not be required to work a full "B" shift for more than seven shifts in any period of 21 days unless payment is made at the rate of time and one half (i.e. a half time in addition to ordinary rate) for the period of each of the rostered shifts exceeding seven and payment is made at the rate of double time for all overtime on any shift.
- (v) A Non-Commissioned Officer who, because of the operation of subclause (vi) of clause 46, Overtime works only part of a shift specified in the above table, shall be entitled to the full allowance prescribed for such shift.

45. Meals

- (i) A Non-Commissioned Officer shall be allowed an unbroken period of not less than thirty minutes each shift for meals.
- (ii) A Non-Commissioned Officer shall not normally be required to work more than five hours without a meal break. Provided that where shifts in excess of 10 hours are worked the additional meal break, brought about by the operation of this subclause, shall be a paid crib break of no more than 20 minutes duration.
- (iii) A Non-Commissioned Officer who actually incurs expense in purchasing a meal:
 - (a) when they have worked more than one half hour beyond the completion of a rostered shift or;
 - (b) where they have performed duty at a place where no reasonable facilities were available for partaking of a meal; or
 - (c) where they are performing escort duty and cannot carry a meal; shall be entitled to be compensated in accordance with the rates prescribed in Table 10 - Meal Allowances (Non-Commissioned Officers) of PART B, Monetary Rates. Provided where the actual expenditure exceeds the rates prescribed a Non-Commissioned Officer shall be entitled to a refund of amounts actually paid upon production of receipts.

46. Overtime

- (i) All overtime worked by a Non-Commissioned Officer outside of the ordinary hours of work prescribed by clause 43 Hours of Duty, shall be at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until completion of the overtime work. Provided that a Non-Commissioned Officer who works overtime on a public holiday prescribed in clause 55, Public Holidays, shall be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided for in this subclause or subclause (v), in computing overtime, each day's work shall stand alone.
- (ii) Overtime shall be calculated to the nearest quarter hour provided that periods of less than a quarter hour shall not be counted.
- (iii) Overtime shall be calculated on an hourly rate of pay assessed on total annual salary of a Non-Commissioned Officer comprising the rate of salary prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates and those allowances, excluding the loading prescribed by clause 38 Loading of this Award, which constitute salary and attract superannuation deductions.
- (iv) In lieu of the provisions of sub-clause (iii) above, overtime for Detectives shall be calculated on an hourly rate of pay assessed on total annual salary of a Detective comprising the rate of base salary prescribed by Table 2 - Detectives Salaries of PART B, Monetary Rates and those allowances, which constitute salary and attract superannuation deductions excluding the loading prescribed by clause 38

Loading of this Award and excluding the Allowance prescribed by Table 6 - Detectives' Special Allowance - Part B, Monetary Rates.

- (v) Time spent travelling shall not be calculated as overtime for the purpose of this clause unless a Non-Commissioned officer is performing a specific task (e.g. prisoner or money escort.)
- (vi) Approval to work overtime shall be obtained from the appropriate delegated officer at the time, or where this is not feasible, the circumstances shall be reported at the first available opportunity to the appropriate officer who shall, if the working of overtime was justified, certify that the work was necessarily performed.
- (vii) Where a Non-Commissioned Officer works so much overtime 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, they shall be released after the completion of such overtime until the Non-Commissioned officer has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (viii) If on the direction of the Non-Commissioned Officer's superior, he/she resumes or continues work without having had such eight consecutive hours off duty, they shall be paid at the rate of double time (single time in addition to ordinary rate when such work occurs during an ordinary rostered shift) until they are released from duty for such period and the Non-Commissioned Officer shall then 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.
- (ix) Provided that all overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this subclause when the actual time worked is less than three hours on such recall or on each of such recalls.
- (x) In situations where two (or more in the case of multiple recalls) periods of overtime are worked on one day, then only the time actually worked shall count for the determination of the payment of double time.

47. Recall to Duty

- (i) A "recall to duty" is the interference with the period of time off work between the arrival of a Non-Commissioned Officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for a Non-Commissioned Officer to perform their duty and whether such recall is at the direction of a senior officer of New South Wales Police or by the reasonable action of a Non-Commissioned Officer responding in the public interest. A recall commences when the Non-Commissioned Officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next shift whichever is the sooner.
- (ii) A Non-Commissioned Officer recalled to duty shall be paid, subject to subclause (viii) of clause 46, Overtime, for the time worked on such recall to duty between normal rostered shifts a minimum of three hours at the overtime rate specified in subclause (i) of clause 46, Overtime for each time they are recalled, except where such duty is continuous with the commencement of the next rostered shift.
- (iii) A Non-Commissioned Officer recalled to duty within three hours of the commencement of the next rostered shift shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such shift.
- (iv) The minimum period for the payment of overtime worked specified in subclause (ii) of Clause 46, Overtime shall not apply to entitlements under this clause.
- (v) A Non-Commissioned Officer who performs the duty for which they are recalled within the minimum period of three hours shall not be required to undertake any additional duty for the remainder of the three hour period.

- (vi) A Non-Commissioned Officer recalled to duty whose period of duty and travel to and from the place where duty is performed exceeds three hours shall, in addition to payment for the recall to duty, be compensated at the rate specified for travelling time in clause 52, Travelling Time for any period of travel exceeding two hours.
- (vii) In the case of multiple recalls to duty a Non-Commissioned Officer will be compensated by payment of the minimum of three hours for each recall provided either:
 - (a) a lapse of at least one hour in time has occurred between the completion of the previous paid recall and the time of the subsequent recall; or
 - (b) the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- (viii) Recall During Annual and Extended Leave
 - (a) A Non-Commissioned Officer recalled to duty during any period of annual or extended leave may elect to be recredited with a full day's leave for each day or part thereof involved in the recall to duty or to be paid a minimum of eight hours at the rate of time and one half for each day or part thereof. (i.e. time and one half in addition to ordinary rate.) For the purpose of this subclause a full day's leave shall equate to an ordinary rostered shift in accordance with the agreed flexible roster under which the Non-Commissioned Officer is working at the time the leave is taken.
 - (b) Time worked in excess of eight hours on any recall to duty during annual or extended leave shall be compensated at the rate of double time.
 - (c) Travelling time incurred in any recall to duty from annual or extended leave which falls outside the minimum eight hours granted under subclause (viii)(a) above shall be compensated at the rate of ordinary time.
- (ix) Recall on Public Holiday

A Non-Commissioned Officer recalled to duty on a public holiday shall be paid in accordance with subclause (ii) above.
- (x) Recall on Rest or Recurrent Leave Day

A Non-Commissioned Officer recalled to duty on a rest or recurrent leave day may elect:

 - (a) to be compensated for such recall in accordance with this clause; or
 - (b) to be rostered to commence a normal flexible shift for the time of recall payable at the overtime rate specified in subclause (i) of clause 46, Overtime in lieu of being recredited with an alternate rest or recurrent leave day.

48. Court Attendance Between Shifts

- (i) A Non-Commissioned Officer recalled to duty to attend court shall be compensated in accordance with clause 47, Recall to Duty.
- (ii) A Non-Commissioned Officer required to attend court who has completed a "B" shift and has insufficient time to return to their home before attending court shall be paid:
 - (a) at the overtime rate specified in subclause (i) of clause 46, Overtime for the period between the termination of the shift and the completion of duty at court less meal break; and
 - (b) a meal allowance at the appropriate rate.

- (iii) A Non-Commissioned Officer who has attended court and has insufficient time to return to their home before commencing their next shift may be paid:
 - (a) at the overtime rate specified in subclause (i) of clause 46, Overtime for the period between the commencement of duty at court and the commencement of the rostered shift less meal break, and
 - (b) a meal allowance at the appropriate rate; or
 - (c) if New South Wales Police requirements permit, she/he may elect to complete a normal flexible shift from the time of commencement of duty at court

49. Lockup Keepers' Or Sole Detective's Recall

A Non-Commissioned Officer performing duty as a Lockup Keeper or Sole Detective attached to a station shall be compensated for recalls to duty as follows:

- (i) A Non-Commissioned Officer will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer telephone or door calls between the hours of 11 pm and 8 am. Provided that in the case of a Non-Commissioned Officer required to work a full shift, commencing at or after 4 pm and before 4 am, an equivalent period of sleep (i.e. 9 hours) upon the termination of that duty will be recognised for payment of telephone/door calls in the manner prescribed above.
- (ii) A Non-Commissioned Officer will be paid a minimum period of one hour at the rate of time and one half when he/she is required to leave the residence and enter the lockup for purposes such as consulting or making entries in official records, or, in the case of a Lockup Keeper, receiving charges preferred by any police officer.
- (iii) The provisions of subclauses (i) and (ii) above will also apply in cases where a Non-Commissioned Officer other than the Lockup Keeper or Sole Detective undertakes the duties of the Lockup Keeper or Sole Detective and is similarly recalled.
- (iv) Where a recall to duty mentioned in subclauses (i), (ii) and (iii) above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half for the time of recall to the time of commencement of such shift.
- (v) A Non-Commissioned Officer will be paid for a minimum of three hours, subject to subclause (viii) of clause 46, Overtime, at the overtime rate specified in subclause (i) of clause 46, Overtime each time the duty performed involves leaving the residence or lockup and proceeding to any other place than the police office, whether such place is in the same building as the lockup or adjacent premises.
- (vi) Where the recall to duty mentioned in subclause (v) above is within three hours of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the overtime rate specified in subclause (i) of clause 46, Overtime from the time of recall to the time of commencement of such shift.
- (vii) In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum prescribed in this clause for each recall provided that either:
 - (a) a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
 - (b) the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall. Provided further that the same time restrictions prescribed in subclause (i) shall also apply in the case of multiple telephone/door calls.
- (viii) The provision of subclauses (ii), (iii), (ix), (vii), of clause 47, Recall to Duty, shall not apply to this clause. Provided that the provisions of subclauses (viii)(a) and (viii)(c) of clause 47 shall only apply in the case of recalls which attract a minimum of 3 hours payment.

50. On Call Detectives Recall

A Non-Commissioned Officer performing duty as an on call Detective shall be compensated for recalls to duty as follows:

- (i) A Non-Commissioned Officer engaged as an on call Detective, as provided in subclause (i) of clause 42, On Call Allowance, will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- (ii) Where the recall mentioned in subclause (i) above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half from the time of the recall to the time of commencement of such shift.
- (iii) Where the recall mentioned in subclause (i) exceeds one hour, through a protracted telephone call or the necessity of the officer to make further inquiries which are work related and directly related to the initial phone call received, payment will continue at the rate of time and one half until the finalisation of inquiries. In such case payment should be calculated to the nearest quarter hour. Periods of less than a quarter of an hour are to be disregarded.
- (iv) In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum period prescribed in this clause for each recall provided that either;
 - (a) a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
 - (b) the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- (v) For the purpose of this clause an On Call Detective shall mean a Non-Commissioned Officer who is a designated Detective and permanently appointed to criminal investigation duty. It shall also apply to Non-Commissioned Officers who are non-designated but are permanently appointed to criminal investigation duties for the purpose of achieving designation as a Detective.
- (vi) An On Call Detective shall also mean a Non-Commissioned Officer who has been temporarily transferred or seconded to criminal investigation duties, and has been rostered on call in that capacity.

51. Penalty Provisions Not Cumulative

Where two or more penalty and/or overtime provisions could apply in a particular situation, New South Wales Police shall be bound to pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, shall apply. Provided further that the Public Holiday penalty payable to Non-Commissioned Officers in accordance with subclause (i) of clause 55 shall be paid in addition to any shift allowance that may be payable in accordance with subclauses (i) and (iv) of clause 44, Shift Allowances.

52. Travelling Time

- (i) Travelling time for Non-Commissioned Officers shall be compensated by payment at the ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- (ii) Travelling time shall mean the time spent in the movement of a Non-Commissioned Officer from one locality to another where the primary objective of the journey is the movement of that Non-Commissioned Officer to the latter locality and no specific task other than travelling is directed in advance to be performed by that Non-Commissioned Officer during that period.
- (iii) A Non-Commissioned Officer will not be regarded as performing a specific task in terms of the definition of travelling time unless their task is the acceptance of responsibilities other than:

- (a) Driving a vehicle used for police purposes (except in the case of a non-commissioned officer whose main official function is the driving of vehicles used for police purposes).
 - (b) Monitoring police radio broadcasts on the equipment installed in a vehicle used for police purposes (except in the case of a non commissioned officer whose main official function is the monitoring of police radio broadcasts).
- (iv) Travelling time will not apply in respect of:
- (a) Any period of travel during the rostered shift of a Non-Commissioned Officer or any period during which overtime accrues.
 - (b) Any period of travel between the home of a Non-Commissioned Officer and their place of attachment - provided further that where a Non-Commissioned Officer is directed to perform duty at a Section, Branch or Station or other locality other than that to which the Non-Commissioned Officer is attached, the travelling time to and from that Section, Branch or Station or other locality which exceeds that taken in travelling time between their home and their place of attachment shall be compensated in terms of subclause (i) above.
 - (c) Any period where a Non-Commissioned Officer is travelling by ship upon which meals and accommodation are provided and by train between the hours of 11pm and 8am when sleeping accommodation is provided.
 - (d) Any period of travel by a Non-Commissioned Officer proceeding on transfer, temporary transfer or interchange duty.
 - (e) Any period of travel by a Non-Commissioned Officer recalled to duty in terms of subclause (i) of clause 47, Recall to Duty. Provided that any Non- Commissioned Officer so recalled to duty who resides at such a distance from the place to which they are recalled that they cannot reasonably travel from their place of residence and return to their residence within the minimum of 3 hours shall be paid at ordinary time rates for all time spent travelling in connection with such recall in excess of 2 hours.
 - (f) Any period of travel by metropolitan officers to or from non-residential in-service training courses where such courses are conducted within the metropolitan area.
 - (g) Any period between the arrival of a Non-Commissioned Officer at their destination or a place on route to their destination where accommodation is provided and the departure from their destination or the place en route to their destination. Provided further that on the day of arrival of a Non- Commissioned Officer at their destination and on the day of departure from their destination for the journey home or place of attachment she/he will be compensated in terms of subclause (i) for one third of the period:
 - (1) Between the time of arrival and commencement of duty or rostered shift;
 - (2) Between the time of completion of duty or rostered shift and time of departure.

For the purpose of this paragraph any period between the hours of 6pm and 8am during which a Non-Commissioned Officer is provided with accommodation at their destination will be disregarded.

- (v) Where a Non-Commissioned Officer performs duty at a place other than the Station, Section or Branch to which they are attached, the time taken travelling to and from such place in excess of normal travelling time between their home and place of attachment shall be compensated by payment at the travelling time rate, as specified in subclause (i).
- (vi) A Non-Commissioned Officer travelling in accordance with subclause (v) above shall be entitled to recover from the New South Wales Police the cost of any fares in excess of those normally incurred in travelling between their home and place of attachment.

53. Time in Lieu of Payment of Travelling Time and Overtime

- (i) A Non-Commissioned Officer may elect, with the approval of their commander/manager, to take time off in lieu of payment for their entitlements under the provisions of Clause 46 Overtime, Clause 52 Travelling Time.
- (ii) When a Non-Commissioned Officer works any overtime or incurs any travelling time they may aggregate the entitlements in respect of such overtime or travelling time and elect to take time off in lieu of payment for those entitlements.
- (iii) Time off in lieu shall be calculated at the same rate that would have applied to the payment of overtime and travelling time in terms of clauses 46 and 52.
- (iv) Time off in lieu shall generally be taken when sufficient time has been accrued to enable a full shift or multiples thereof, to be taken off duty. Time off in lieu may be combined with other forms of leave for to enable a full shift to be taken off duty. Subject to operational convenience a commander/manager may approve applications for time off in lieu of less than a full shift.
- (v) Subject to the provisions of this clause Non-Commissioned Officers who have an entitlement to overtime or travelling time may elect to take part of their entitlement as time off in lieu and receive payment for the remaining portion of the entitlement. A Non-Commissioned Officer cannot be compelled to take time off in lieu of payment for overtime or travelling time.
- (vi) Unless otherwise approved by the Commissioner, the maximum amount of time off in lieu accrued by a Non-Commissioned Officer shall not exceed 48 hours. Where a Non-Commissioned Officer has exceeded the accrual limit prescribed by this subclause no further applications for time off in lieu shall be approved until a suitable reduction has been made to the total time off in lieu entitlement.

54. Relieving Duty

- (i) Any constable relieving a Sergeant or Senior Sergeant for not less than 1 week during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Sergeant 1st Year.
- (ii) Any Sergeant relieving a Senior Sergeant for a period of not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this award for the rank of Senior Sergeant 1st Year.
- (iii) Any Constable or Detective relieving a Detective Sergeant or Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Sergeant 1st Year
- (iv) Any Sergeant or Detective Sergeant relieving a Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Senior Sergeant 1st Year
- (v) Any Non-Commissioned Officer relieving a Commissioned Officer for not less than one week and during such period of relief performing the duties of the relieved officer, shall be paid for the whole period of relief an allowance at the rate of the difference between their salary and the salary fixed by this award for the rank of Inspector 1st Year.
- (vi) Provided that:
 - (a) these provisions shall not apply to where the relieved officer, due to him/her having been promoted but not transferred, is performing duties which would normally be carried out by an officer of lower rank;

- (b) for the purpose of this provision a week shall mean a period of 7 consecutive calendar days inclusive of any rest or recurrent leave days rostered during that period;
 - (c) periods of less than 1 week shall not be taken into account.
- (vii) A Non-Commissioned Officer permanently assigned by the Commissioner to duties of a rank or position higher than their own shall continue to be paid the allowance prescribed in this clause whilst the Non-Commissioned Officer is on leave.

55. Public Holidays

- (i) Non-Commissioned Officers required to work on the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State, shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate).
- (ii) A Non-Commissioned Officer rostered to take a public holiday as a rest or recurrent leave day who is subsequently required to work a shift on that public holiday and who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift, shall be paid for the performance of duty on that shift in lieu of being granted an alternate rest or recurrent leave day at the overtime rate specified in subclause (i) of clause 46 of this Award.

56. Competency Based Incremental Progression

- (i) Except as otherwise provided for Leading Senior Constables, Sergeants, Senior Sergeants and Detectives elsewhere in this clause, incremental progression for Non-Commissioned Officers shall be based on:
 - (a) a minimum period of twelve (12) months service on each incremental level or step as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates; and
 - (b) compliance with the competency requirements specified in this clause.
- (ii) It is the responsibility of Non-Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained therein.
- (iii) Commanders/Managers are responsible to ensure that Non-Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This shall include but not necessarily be limited to:
 - (a) ensuring that Non-Commissioned Officers have sufficient time, on duty, to undertake necessary training;
 - (b) ensuring that Non-Commissioned Officers have access to the necessary training facilities; and
 - (c) the provision of remedial training where necessary.
- (iv) Commanders/Managers are not to certify a Non-Commissioned Officer as competent unless satisfied they have met the requirements of this clause.
- (v) Competency Requirements

Subject to a Non-Commissioned Officer's rank and level the competency requirements for incremental progression shall be:

- (a) Diploma of Policing Practice

For confirmation as a constable of police, Non-Commissioned Officers must successfully complete the Diploma of Policing Practice and/or meet any other requirements or attain any other qualifications necessary for confirmation as determined by the Commissioner from time to time.

(b) Base Generic Competencies

(1) Maintenance of Defensive Tactics (Including Firearms) and CPR/First Aid Training

Non-Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Non-Commissioned Officer's increment falling due.

A Non-Commissioned Officer who fails to meet the minimum competency shall be subject to remedial training.

A Non-Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

(2) Physical Fitness Standard

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Non-Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Non-Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Non-Commissioned Officer may be referred to the New South Wales Police Medical Branch for assessment as to their fitness and development of a remedial program. Such a program shall take into account any advice provided by the Non-Commissioned Officer's medical practitioner.

If a Non-Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression shall be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Non-Commissioned Officer's level of physical fitness shall have regard to their deployment and age.

(3) Driver Status

Safe Driving Policy - A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy shall undertake a driver development program. Failure to gain driver status at the end of the program shall result in deferral of the Non-Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Non-Commissioned Officer from driving will have no effect on incremental progression.

A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

(4) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Non-Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties.

Where a Non-Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they shall be placed on a remedial program.

If at the end of a program a Non-Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Non-Commissioned Officers whose deployment is changed shall be provided with further training on the COPS system, which is specific to their new area of deployment.

(c) Mandatory Continuing Police Education (MCPE)

Non-Commissioned Officers are obliged to complete the agreed requisite MCPE program for each training year. Each annual MCPE program shall be developed by the Commissioner in consultation with the Association. MCPE programs shall cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Non-Commissioned Officers who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Non-Commissioned Officers who are unable to complete the program due to New South Wales Police requirements shall not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

(d) Objective Test of Policing Knowledge

Within the six months leading up to a change in "Level" as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates, Non-Commissioned Officers are required to pass an objective test of policing knowledge. Unless determined otherwise, the test shall be conducted by way of computer terminal using the New South Wales Police computer network. Sergeants, Senior Sergeants and Detectives will be required to pass the test within the six months leading up to any increment which involves a pay increase.

The Commissioner shall be responsible for development, maintenance and integrity of the test in consultation with the Association.

Non-Commissioned Officers may sit a trial of the test as often as they want, subject to New South Wales Police convenience.

Non-Commissioned Officers may fail and re-sit the test, at any time within the six months leading up to the appropriate increment date. However, Non-Commissioned Officers who are unable to pass the test by the appropriate increment date shall have their increment deferred until such time as the test is passed.

(e) Performance Management Scheme

An appropriate performance management scheme relevant to rank shall be applied to Non-Commissioned Officers. Non-Commissioned Officers are required to perform their duties in

accordance with the provisions of the scheme. Non-Commissioned Officers who fail to perform at the agreed level will be placed on a poor performer's scheme.

If, at the conclusion of the poor performer's scheme a Non-Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression shall be deferred by the period taken to satisfy the scheme.

(vi) Effect on Incremental Progression Where Multiple Competencies Not Satisfied

Should any Non-Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression shall be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies shall be the period of deferral of incremental progression.

(vii) Increments Falling Due During a Period of Initial Remedial Training

In the event of a Non-Commissioned Officer's increment falling due during a period of initial remedial training or participation in a poor performers scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Non-Commissioned Officer has reached the required competency standard.

(viii) Requirements for Progression Through the Various Ranks and Grades

(a) Progression to Constable Level 2 (Confirmation)

Progression to Constable Level 2 increment shall be contingent upon:

- (1) Achievement of 12 months service as a Probationary Constable or any other period as the Commissioner may direct in accordance with clause 13 of the Police Regulation, 2000.
- (2) Successful completion of the Constable's Education Program and/or the attainment of any other qualifications or requirements as determined by the Commissioner from time to time.
- (3) Confirmation as a constable.

(b) Progression to Constable Levels 3, 4, and 5

Progression to Constable Levels 3, 4, and 5 shall be contingent upon:

- (1) 12 months service on each previous increment.
- (2) Maintenance of the Base Generic Competencies during the training year prior to the increment falling due. Should the Base Generic Competencies not be satisfied, incremental progression shall be deferred in accordance with the provisions of this clause.

(c) Progression Beyond Constable Level 5 (Promotion to Senior Constable)

Progression beyond Constable Level 5 and for promotion to Senior Constable shall be contingent upon:

- (1) Successful completion of the Diploma of Policing Practice (or equivalent qualification);
- (2) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.

- (3) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause.
- (d) Progression to Each Subsequent Incremental Level (Including Progression within the Sergeant and Senior Sergeant Ranks)

Progression within the ranks of Senior Constable, Sergeant and Senior Sergeant shall be contingent upon:

- (1) 12 months service on each previous increment (both level and step).
 - (2) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
 - (3) Completion of the Mandatory Continuing Police Education (MCPE) requirements in accordance with the provisions of this clause.
 - (4) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause (for progression to each level only).
 - (5) Satisfactory performance under the appropriate Performance Management Scheme.
- (ix) Effect of Any Deferral of Incremental Progression
 - (a) The period of deferral of an increment shall be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.
 - (b) Where an increment is deferred:
 - (1) within the first 3 years of employment as a Non-Commissioned Officer, the original increment date is to be retained for future increments;
 - (2) after the first 3 years of employment as a Non-Commissioned Officer, all future incremental dates are to be varied by the period of deferment.

- (x) Non-Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Non-Commissioned Officer who, as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, shall not have normal incremental progression deferred as a result of that non participation. Should a Non-Commissioned Officer return to full duty, within 6 months of their return, they shall be required to demonstrate or achieve the required level of skill in the excused competency.

Such Non-Commissioned Officer shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause shall be the first increment occurring after the 6 month period.

- (xi) Part-time Non-Commissioned Officers

Non-Commissioned Officers working under a part-time arrangement shall be subject to the provisions of this clause as if they were a full-time officer. Part-time Non-Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any

necessary training/assessment may also be facilitated at locations other than the Non-Commissioned Officer's normal place of attachment.

(xii) Effect of Long Term Absences

Non-Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave, Workers Compensation/Hurt on Duty absences or returning from suspension shall be regarded as having satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Non-Commissioned Officers shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause shall be the first increment occurring after the 6 month period.

(xiii) Performance Management for Seconded Officers

Non-Commissioned Officers on secondment from the New South Wales Police whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding organisation's performance management scheme. They must bring with them on return to the New South Wales Police a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such scheme is in place, Non-Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

(xiv) Effect on Transfers

Non-Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer shall have such matters taken into account in competency assessment. Non-Commissioned Officers who have an outstanding obligation on transfer should immediately notify their supervisor on taking up duty at the new location.

(xv) Leading Senior Constables

In addition to the mandatory competency requirements contained within this clause Leading Senior Constables shall be required to satisfy the following for incremental progression;

- (a) Passing of an objective test of policing knowledge (relevant to the role and responsibilities of Leading Senior Constable) within a period of one month prior to the anniversary of appointment as a Leading Senior Constable. The passing of a test under the provisions of this paragraph shall suffice for the requirements of paragraph (d) of subclause (v) of this clause.
- (b) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. For the purpose of this paragraph agreed rigorous performance assessment means the Leading Senior Constable and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Leading Senior Constable's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

(xvi) Sergeants/Senior Sergeants

In addition to the mandatory competency requirements contained within this clause progression beyond Sergeant 6th Year and Senior Sergeant 4th Year shall be based on;

- (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual review of the Sergeant and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
- (b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

(xvii) Detectives

In addition to the mandatory competency requirements contained within this clause Detectives shall be required to satisfy the following for incremental progression;

(a) Progression up to Detective 8th Year

Designation as a Detective, or currently undertaking, or being prepared to undertake (by way of written commitment) the Detectives Education Program (DEP). The parties recognise that program availability and other factors may impinge upon a Detective's capacity to undertake the DEP.

(b) Progression beyond Detective 8th Year

- (1) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective's performance. For the purpose of this sub paragraph performance assessment shall include, where appropriate, assessment of the Detective's role as a guide, mentor and trainer of less experienced Detectives.
- (2) Completion of or commitment to undertake or being prepared to undertake courses that raise skill level.

(c) Progression beyond Detective Sergeant 4th Year and Detective Senior Sergeant 3rd Year

- (1) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective Sergeant's/Detective Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Detective Sergeant/Detective Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Detective Sergeant's/Detective Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
- (2) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

57. Provision of Uniform

- (i) Suitable uniforms of good quality as approved by the Commissioner after consultation with the Association shall be provided to all Non-Commissioned Officers required to wear uniforms.
- (ii) Initial Issue
 - (a) Standard Police Dress Uniform - Initial Issue

All uniformed Non-Commissioned officers recruited to New South Wales Police on or after the operative date of this Award shall be issued the following items of uniform:

Male Non-Commissioned Officers		Female Non-Commissioned Officers	
one (1)	set of basket weave leather gear	one (1)	set of basket weave leather gear
one (1)	leather duty jacket	one (1)	leather duty jacket
two (2)	jumpers	two (2)	jumpers
four (4)	pairs of trousers	four (4)	pairs of culottes
		two (2)	pairs of slacks
eight (8)	shirts	eight (8)	blouses
two (2)	ties	two (2)	ties
two (2)	pairs of boots, fur lined boots and/or shoes	two (2)	pairs of boots, fur lined boots and/or shoes
one (1)	antron cap	one (1)	dress hat
one (1)	rainsuit, breathable fabric of suitable standard	one (1)	rainsuit, breathable fabric of suitable standard
one (1)	cap cover	one (1)	dress hat cover
seven (7)	pairs of socks	three (3)	pairs of socks
one (1)	country hat	one (1)	country hat
one (1)	country hat cover	one (1)	country hat cover
one (1)	reflective vest	one (1)	reflective vest

(b) In addition to the above items Non-Commissioned Officers shall, on request be supplied, with a pair of sunglasses. Such sunglasses shall comply with the appropriate Australian Standard.

(iii) Western Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in paragraph (ii) of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Ardlethan	Eugowra	Nyngan
Ariah Park	Euston	Oaklands
Balranald	Finley	Pallamallawa
Barellan	Forbes	Parkes
Barham	Garah	Peak Hill
Barmedman	Goodooga	Pilliga
Barooga	Goolgowi	Rankin Springs
Bellata	Griffith	Tallimba
Berrigan	Grong Grong	Tibooburra
Bogan Gate	Gulargambone	Temora
Boggabilla	Gwabegar	Tocumwal
Boggabri	Hay	Tottenham
Boomi	Hillston	Trangie
Bourke	Ivanhoe	Trundle
Brewarrina	Lake Cargelligo	Tullamore
Broken Hill	Leeton	Tullibigeal
Buronga	Lightning Ridge	Ungarie
Burren Junction	Lockhart	Urana
Carinda	Jerilderie	Walgett
Carrathool	Mathoura	Wanaaring
Cobar	Menindee	Warren
Coleambally	Moama	Wee Waa
Collarenebri	Moree	Weethalle
Condobolin	Moulamein	Wentworth

Coonamble Dareton Darlington Pt Deniliquin Enngonia	Mungindi Mulwala Narrabri Narrandera Narromine Nymagee	West Wyalong Whitton Wilcannia Yanco Yenda
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will be provided with:

three (3) pairs washable trousers/slacks/culottes

(iv) Cold Climate Areas (Category 1) - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in paragraph (ii) of this clause, Non-Commissioned Officers performing uniform duties in the stations of:-

Aberdeen Albury Ashford Baradine Barraba Bega Bellbrook Bemboka Bendemeer Bermagui Bethungra Bingara Binnaway Bogan Gate Bowral Braidwood Bundanoon Bundarra Bungendore Campbelltown - HWP Candelo Canowindra Captains Flat Caragabal Cassilis Cobargo Comboyne Condobolin Coolah Coonabarabran Corowa Cowra Culcairn	Curlewis Delungra Denman Dunedoo Eden Eugowra Forbes Gooloogong Gravesend Greenethorpe Grenfell Gulgong Gunnedah Harden Henty Holbrook Howlong Hume Lake Inverell Jugiong Kandos Koorawatha Kootingal Lake Cargelligo Manilla Mendooran Merimbula Merriwa Michelago Mittagong Moonan Flat Moss Vale Mudgee Murrurundi	Muswellbrook Nundle Parkes Peak Hill Picton Quadialla Queanbeyan Quirindi Rand Robertson Rylstone Scone Somerton Springwood Stuart Town Stockinbingal Tambar Springs Tamworth Tarcutta Tathra The Oaks Tingha Trundle Tullamore Tullibigeal Wagga Wagga - HWP Walla Walla Warialda Wallendbeen Wellington Werris Creek Windsor Willow Tree Woodstock Yetman Young
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will be provided with:

one (1) pair gloves

four (4) pairs winter weight socks

(v) Cold Climate Areas (Category 2)

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in paragraph (ii) of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Adelong	Gloucester	Nowendoc
Armidale	Goulburn	Oberon
Bathurst	Goulburn, Police College- School	Orange
Batlow	of Traffic and Mobile Policing	Penrith - Radio Network
Binalong	Greater Hume Region -	Services Unit
Blackheath	Crash Investigation Unit	Portland
Blayney	Gundagai	Queanbeyan - HWP*
Boorowa	Gunning	Richmond - HWP
Capertee	Guyra	Rockley
Carcoar	Hill End	Talbingo
Collector	Holbrook - HWP	Tarago
Cootamundra	Katoomba	Tenterfield
Cudal	Lawson	Trunkey Creek
Cumnock	Lithgow	Tumut
Deepwater	Macquarie Region - Crash	Uralla
Emmaville	Investigation Unit	Walcha
Glen Innes	Mandurama	Walcha Rd
	Manildra	Wallerawang
	Marulan	Yass
	Millthorpe	
	Molong	
	Mount Victoria	

will be provided with:

one (1) fur lined cap

one (1) pair gloves

four (4) pairs winter weight socks

*Only members of the Highway Patrol who regularly perform duties within the Cooma & Tumut areas within the winter months.

(vi) Snow Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in paragraph (a) of this subclause, Non-Commissioned Officers performing uniform duties in the Stations of: -

Adaminaby	Khancoban
Berridale	Nimmitabel
Bigga	Oberon
Bombala	Rockley
Cooma	Taralga
Crookwell	Tuena
Delegate	Trunkey Creek
Guyra	Tumbarumba
Jindabyne	

will be provided with:

one (1) pair gloves

four (4) pairs winter weight socks

one (1) pair snow boots

one (1) fur lined cap

two (2) woollen long sleeved shirts/blouses

(vii) Annual Issue - Male

All male uniformed Non-Commissioned Officers shall be issued, in their second and subsequent years of service, with seven (7) pairs of socks, which will include four (4) pairs of winter weight socks when attached to the areas specified in paragraphs (iv), (v) and (vi) of this clause.

(viii) Annual Issue - Female

All female uniformed Non-Commissioned Officers shall be issued, in their second and subsequent years of service, with three (3) pairs of socks. These three (3) pairs shall be winter weight socks when attached to the areas specified in paragraphs (iv), (v) and (vi) of this clause.

(ix) Stocking Allowance

All female uniformed Non-Commissioned Officers shall, in addition to the uniform issued above, be paid an allowance as set out in Table 11 - Stocking Allowance (Non-Commissioned Officers), of PART B, Monetary Rates.

(x) Plain Clothes Allowance

All Non-Commissioned Officers (other than Detectives) required to perform duty in plain clothes shall be paid a plain clothes allowance as set out in Table 12 - Plain Clothes Allowances (Non-Commissioned Officers), of PART B, Monetary Rates in lieu of the provision of uniform.

(xi) Plain Clothes Allowance shall be paid on a pro rata basis where a Non-Commissioned Officer is required to perform duty in plain clothes for part of a year.

(xii) In the case of a Non-Commissioned Officer ordinarily in receipt of a Plain Clothes Allowance, such allowance will not be payable when the Non Commissioned Officer is:

- (a) absent on sick leave for a continuous period exceeding 6 months;
- (b) absent on leave without pay (including Maternity, Parental and Adoption leave without pay); or
- (c) suspended from office.

(xiii) Condemnation

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

(xiv) Interruption to Supply

Should there be an interruption to the supply of any item of uniform specified in this clause, due to circumstances beyond the control of New South Wales Police the Association is to be notified promptly in writing by New South Wales Police of the particular problem and the anticipated date of supply.

(xv) Review of Allowances

The parties agree to review the Plain Clothes Allowance and Stocking Allowance on a needs basis in line with movements in the relevant component of the Consumer Price Index.

58. Air Travel

- (i) Non-Commissioned Officers escorting prisoners in aircraft shall be in the ratio of at least one to one. The maximum number of persons in custody being carried in any one aircraft shall be two.
- (ii) Non-Commissioned Officers required to travel in aircraft in the course of their duty, and prisoners and patients under escort shall be insured under the provisions of the New South Wales Treasury Managed Fund.

59. Lockers

All Non-Commissioned Officers shall, at some reasonably convenient place, be provided with a suitable full-length locker.

60. Work of a Menial Nature

Non-Commissioned Officers shall not be required to perform cleaning or similar work.

Division 5 - Commissioned Officers

61. Salaries

- (i) Subject to the *Police Act*, 1990, and Regulations and any requirements thereunder and to the provisions of clause 65, "Competency Based Incremental Progression" (Commissioned Officers) of this Award, a Commissioned Officer shall, according to the position or rank held and the incremental level achieved, be paid a salary of not less than the amounts prescribed in Table 3 - Commissioned Officers' Salaries of PART B, Monetary Rates.
- (ii) The salaries prescribed in Table 3 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award contain a loading in compensation for factors which the "loading" prescribed for Non-Commissioned Officers under clause 38 of this Award is intended to compensate.
- (iii) The parties recognise the "all up" nature of the Salaries prescribed in Table 3 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award, consistent with the description contained in New South Wales Police Circular 91/65, issued on 29 April 1991.
- (iv) The parties recognise the need, as a result of New South Wales Police restructures and other administrative priorities, to redeploy displaced Inspectors within the grades of the rank. This can occur, as per agreed policy documents, where an increase in salary is limited to less than a 5% differential between the maximum salaries of the two positions."

62. Hours of Duty

- (i) The ordinary hours of duty for all Commissioned Officers shall be an overall average, of 38 hours per week.
- (ii) Consistent with the provisions of subclause (iii) of clause 61, Salaries, any additional duty required to be performed outside of ordinary hours of duty shall attract no additional remuneration.
- (iii) Commissioned Officers whose performance of work is not subject to regular shift rostering practices shall be individually accountable for the proper, efficient and effective management of their time, so as to ensure that the objectives and goals of their commands are met and that all resources of the command are managed in an efficient and effective manner. Such officers shall manage their own time subject to the overriding discretion of senior officers to direct the performance of duty.
- (iv) The parties recognise that the flexibility of working hours in respect to Commissioned Officers referred to in subclause (iii) above may provide them with an opportunity to avail themselves of additional days off, free of duty, over and above their normal rest days or any other form of normally available paid leave.

- (v) With the exception of those Commissioned Officers referred to in subclause (vi) below, Commissioned Officers shall not normally be required to attend for duty on Public Holidays. Any such requirement to attend however, shall not attract any additional remuneration or entitlement to time off in lieu except for the accrual of additional annual leave as prescribed in subclause (v) of clause 18, Annual Leave.
- (vi) Commissioned Officers Regularly Rostered to Work Shiftwork on Sundays and Public Holidays
Commissioned Officers who are regularly rostered to work shiftwork on Sundays and Public Holidays shall be subject to the provisions of clause 43, Hours of Duty (Non-Commissioned Officers) as if they were Non-Commissioned Officers. Provided further that no overtime shall apply to Commissioned Officers where they may be required to work on a cancelled or deferred rest day irrespective of the notice given to work on any such day.
- (vii) Commissioned Officers other than those Regularly Rostered to Work Shiftwork on Sundays and Public Holidays

The following provisions shall apply to Commissioned Officers other than those described in subclause (vi) above:

- (a) Commissioned Officers shall manage their own time subject to the overriding discretion of their commanders/managers to direct the performance of duty.
- (b) Commissioned Officers covered by this subclause will generally not be required to attend for duty on Public Holidays. However, any requirement to attend on such days shall attract additional annual leave in accordance with subclause (v) of clause 18, Annual Leave.

63. Fixed Term Appointment

- (i) Each Commissioned Officer shall be the subject of a Fixed Term Appointment in accordance with the provisions of Part 6, Division 3 of the *Police Act*, 1990.
- (ii) Subject to the provisions of this Award, there shall be a general presumption in favour of renewal of Fixed Term Appointments
- (iii) Fixed Term Appointments shall generally expire only by the effluxion of time. No occurrence of any nature shall have the effect of extending the period of any appointment beyond its nominated expiry date.

64. Non Renewal Benefit

- (i) Commissioned Officers being subject to Fixed Term Appointments in accordance with Part 6, Division 3 of the *Police Act*, 1990 shall accrue an entitlement to the payment of a benefit, equal to twelve and one half (12.5) percent of total salary earnings for each completed fixed term appointment, in accordance with the following provisions:
 - (a) The entitlement shall commence to accrue from the beginning of the first Fixed Term Appointment of each Commissioned Officer;
 - (b) The benefit shall only be payable in respect of each completed Fixed Term Appointment;
 - (c) Any Commissioned Officer who resigns or retires (excluding medical retirement where application is supported by the Commissioner) from New South Wales Police during the currency of a Fixed Term Appointment shall be regarded as not having completed that particular Term and no benefit shall be payable in respect of that incomplete Term. However, all accrued benefits from previously completed Terms shall be payable;
 - (d) Any Fixed Term Appointment terminated, either through the death of the Commissioned Officer, the medical retirement of the Commissioned Officer where application is supported by the Commissioner or upon promotion in accordance with Part 6, Division 3 of the *Police Act*, 1990, shall be deemed to be a completed Term for the purpose of accrual of the benefit;

- (e) In circumstances where a Commissioned Officer is "removed" from New South Wales Police under the provisions of s181D of the *Police Act*, 1990 (as amended), there will be no eligibility for the Non Renewal Benefit including previously completed Terms. However, in circumstances where a Commissioned Officer, under the provisions of s181E of the Act, applies for a review by the Industrial Relations Commission of any such "removal" on the grounds that it is harsh, unreasonable or unjust, and such application is upheld by the Industrial Relations Commission, then no matter what the remedy, such Commissioned Officer retains eligibility to the Non Renewal Benefit.
- (f) In circumstances however, where in conciliation proceedings, the Commissioner is prepared to consent to a Commissioned Officer's reinstatement for the purpose of allowing the Commissioned Officer to resign, and such reinstatement and resignation is effected, then the usual eligibility criteria, as contained within the provisions of this clause shall apply.
- (g) Consistent with the provisions of subclauses (b) and (c) above, any entitlement to a benefit shall become payable upon termination of employment (including medical retirement where application is supported by the Commissioner) or termination as a result of a decision by the Commissioner not to renew an expired Fixed Term or on accepting a Police Senior Executive Service appointment;
- (h) Commissioned Officers who are appointed to a position with the Police Senior Executive Service shall have the amount of their benefit capped as at the date of such appointment and that benefit shall be available at that capped amount in accordance with the provisions herein;
- (i) Commissioned Officers who (whether through the exercise of a right of return or otherwise) enter a Fixed Term Appointment, subsequent to a period of appointment within the Police Senior Executive Service, will accrue a benefit exclusive of any salary earned whilst a member of New South Wales Police Senior Executive Service. Any such benefit shall be in addition to any capped benefit to which a Commissioned Officer may be entitled in accordance with subclause (h) above.

65. Competency Based Incremental Progression

- (i) Incremental progression for Commissioned Officers shall be based on:-
 - (a) a minimum period of twelve (12) months service on each incremental level where defined in Table 3 - Commissioned Officers' Salaries of and of PART B, Monetary Rates; and
 - (b) compliance with the competency requirements specified in this clause;
- (ii) It is the responsibility of Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained therein. Commanders/Managers are responsible to ensure that Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This shall include but not necessarily be limited to:
 - (a) ensuring that Commissioned Officers have sufficient time, on duty, to undertake necessary training;
 - (b) ensuring that Commissioned Officers have access to the necessary training facilities; and
 - (c) the provision of remedial training where necessary.

Commanders/Managers are not to certify a Commissioned Officer as competent unless satisfied they have met the requirements of this clause.

- (iii) Competency Requirements

The competency requirements for incremental progression for Commissioned Officers shall be:

(a) Base Generic Competencies

- (1) Maintenance of Defensive Tactics including Firearms Competency (where appropriate to deployment) and CPR/First Aid Training

Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Commissioned Officer's increment falling due.

A Commissioned Officer who fails to meet the minimum competency shall be subject to remedial training.

A Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

- (2) Physical Fitness Standard

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Commissioned Officer may be referred to the New South Wales Police Medical Branch for assessment as to their fitness and development of a remedial program. Such a program shall take into account any advice provided by the Commissioned Officer's medical practitioner.

If a Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression shall be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Commissioned Officer's level of physical fitness shall have regard to their deployment and age.

- (3) Driver Status

Safe Driving Policy - A Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy shall undertake a driver development program. Failure to gain driver status at the end of the program shall result in deferral of the Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Commissioned Officer from driving will have no effect on incremental progression.

A Commissioned Officer who has their status to drive New South Wales Police vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

- (4) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties.

Where a Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they shall be placed on a remedial program.

If at the end of a program a Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Commissioned Officers whose deployment is changed shall be provided with further training on the COPS system which is specific to their new area of deployment.

(b) Mandatory Continuing Police Education (MCPE)

Commissioned Officers (other than Commissioned Officers occupying command positions) are obliged to complete the agreed requisite MCPE program for each per training year. Each annual MCPE program shall be developed by the Commissioner in consultation with the Association. MCPE programs shall cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Commissioned Officers occupying Command positions will be personally responsible for maintaining their own MCPE currency. They may elect to do so either by private study or through completion of the MCPE program.

For the purpose of this paragraph a Command position is one which ascribes the occupant the title of "Commander" or "Manager", (other than positions of a non-command nature such as Crime Manager, Professional Standards Manager, Operations Manager, Human Resources Manager and the like).

Commissioned Officers, other than those Commissioned Officers occupying Command positions, who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Commissioned Officers who are unable to complete the program due to New South Wales Police requirements shall not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

(c) Performance Management Scheme

- (1) An appropriate performance management scheme shall be applied to Commissioned Officers. Commissioned Officers are required to perform their duties in accordance with the provisions of the scheme. Commissioned Officers who fail to perform at the agreed level will be placed on a poor performer's scheme.

If, at the conclusion of the poor performer's scheme a Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression shall be deferred by the period taken to satisfy the scheme.

- (2) Progression beyond Inspector 4th Year, Inspector 6th Year and Superintendent 5th year shall be subject to Commissioned Officers demonstrating above satisfactory work performance. In this regard Commissioned Officers shall be required to satisfy an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. Commissioned Officers shall also demonstrate an ongoing commitment to their professional development including the provision of evidence of the successful completion of relevant courses. This includes a commitment to undertake or preparedness to undertake courses that raise skill level.

For the purpose of this sub paragraph an agreed rigorous performance assessment means the Commissioned Officer and their Commander/Manager participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Commissioned Officer's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

(iv) Effect on Incremental Progression Where Multiple Competencies Not Satisfied

Should any Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression shall be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies shall be the period of deferral of incremental progression.

(v) Increments Falling Due During a Period of Initial Remedial Training

In the event of a Commissioned Officer's increment falling due during a period of initial remedial training or participation in a poor performers scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Commissioned Officer has reached the required competency standard.

(vi) Effect of Any Deferral of Incremental Progression

(a) The period of deferral of an increment shall be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.

(b) Where an increment is deferred all future incremental dates are to be varied by the period of deferment.

(vii) Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Commissioned Officer, who as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, shall not have normal incremental progression deferred as a result of that non-participation. Should a Commissioned Officer return to full duty, within 6 months of their return, they shall be required to demonstrate or achieve the required level of skill in the excused competency.

Such Commissioned Officer shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause shall be the first increment occurring after the 6 month period.

(viii) Part-time Commissioned Officers

Commissioned Officers working under a part-time arrangement shall be subject to the provisions of this clause as if they were a full-time officer. Part-time Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any necessary training/assessment may also be facilitated at locations other than the Commissioned Officer's normal place of attachment.

(ix) Effect of Long Term Absences

Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave, Workers Compensation/Hurt on Duty absences or returning from suspension shall be regarded as having satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Commissioned Officers shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause shall be the first increment occurring after the 6 month period.

(x) Performance Management for Seconded Officers

Commissioned Officers on secondment from the New South Wales Police whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding organisation's performance management scheme. They must bring with them on return to New South Wales Police a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such scheme is in place, Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

(xi) Effect on Transfers

Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer shall have such matters taken into account in competency assessment. Commissioned Officers who have an outstanding obligation on transfer should immediately notify their Commander/Manager on taking up duty at the new location.

(xii) Review Process

A Commissioned Officer whose incremental progression is deferred as a consequence of not satisfying the criteria for progression at sub-clause (iii)(c)(2) of this Clause may request in review of such a decision. Any review shall be internal only. The grounds and process for conducting such a review shall be as agreed between the parties.

66. Relieving Duty

(i) General

The following provisions shall apply to Commissioned Officers who are required to perform relieving duty in positions normally occupied by officers of a higher rank.

(ii) Exceptions

- (a) This clause does not apply to relieving duty performed in New South Wales Police Senior Executive Service positions. In such cases the provisions shall be those approved from time to time by the Commissioner.
- (b) No allowance shall be payable under this clause for relieving duty performed by a Commissioned Officer in a position normally occupied by a Commissioned Officer of the same rank or grade.

(iii) Amount Payable

- (a) Any Inspector, during a period of relieving duty in a Superintendent position, satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that position, shall be paid an allowance equal to the difference between the Inspector's own salary and the salary of Superintendent (1st Year).
- (b) Where a Commissioned Officer does not assume the whole of the duties and responsibilities of the position the amount of any allowance paid shall be determined as a percentage of the full allowance prescribed in paragraph (a) above. The percentage of the allowance payable shall be that determined by the approving officer and shall be "rounded up" to the nearest 10%.

(iv) Limitations on Eligibility

- (a) No allowance is payable where less than 5 consecutive working days relieving duty is performed.
- (b) Where absences of 5 days or less occur during a period of relieving duty, the allowance is to be paid for those periods of absence. However, if the period of relieving duty is only 5 days, during which there is a period of absence then the allowance is not payable.
- (c) Except as provided in subclause (v) below no allowance shall be paid in respect of any period of leave exceeding five complete and consecutive days taken by a Commissioned Officer during any period relieving duty in another position.

(v) Extended Periods of Relief

A Commissioned Officer who has performed relieving duty for one year or more in the same position and who, due to extraordinary circumstances, continues to perform such duty shall be eligible for payment of the allowance for any annual, extended sick, FACS, or special leave which is approved and taken during the further period of relief.

67. Travelling Time

In recognition of the all incidences nature of the total salary paid to Commissioned Officers with effect from the beginning of the first full pay period to commence on or after 10 March 1995 the provisions of clause 11 of the Commissioned Police Officers Agreement, No 2395 of 1983 shall no longer apply.

Division 6 - Disputes/Grievance Settlement Procedure**68. Disputes/Grievance Settlement Procedure**

- (i) The object of these procedures is to avoid disputes/grievances in the first instance and to facilitate the resolution of grievances of individuals and disputes between New South Wales Police and its employees which do occur by conciliation without delay. They are designed to resolve grievances and disputes at the level as close as possible to the source. The procedures have been developed to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

The parties agree that through each stage the relevant facts are to be clearly identified and documented and that the procedures are followed promptly.

(ii) Safety Issues - Procedures

In cases where a safety issue is involved, the Association shall immediately notify the Region Human Resources Manager who shall advise the Industrial Relations Branch.

- (iii) If the matter is not resolved the Region Human Resources Manager shall refer the question immediately to the Industrial Relations Branch and endeavour to conciliate the matter without delay.

(iv) Subject to this procedure being followed, the Association reserves the right to refer the matter to the appropriate industrial tribunal.

(v) Procedures in Other Matters

Where a grievance/dispute arises in a particular work location, the employee(s) will notify (in writing or otherwise) the immediate supervisor or other appropriate person as to the substance of the grievance/dispute, request a bilateral meeting to discuss it and state the remedy sought. A meeting should be held, with or without the involvement of Association officials, within 48 hours (exclusive of weekends) of the notification.

(vi) Failing resolution of the grievance/dispute further discussions shall be held between the Branch or other Association official and the appropriate Local Area or other Commander/Manager who shall inform the office of the Region Human Resource Manager (or equivalent) of the dispute. This should take place within 48 hours (exclusive of weekends) of the completion of (v) above.

(vii) If the grievance/dispute is not resolved at that level, Association representatives shall refer the matter to the Industrial Division of the Association. The Region Human Resources Manager (or equivalent) shall refer the matter to the Industrial Relations Branch. The matter shall then be discussed between officers of the Association and the Industrial Relations Branch. These actions will take place as soon as it is apparent that the earlier discussions will not resolve the dispute/grievance.

(viii) If a grievance has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing the proposed remedy.

(ix) If a dispute remains unresolved the Industrial Relations Branch will assume responsibility for liaising with the member(s) of the Senior Executive Service of New South Wales Police and advise of the final position of the Commissioner of Police as to the issue in dispute.

(x) Neither party will initiate proceedings under Chapter 3 of the Industrial Relations Act 1996 until procedures under these clauses have failed to resolve the issue and each constituent of the other party has been given three clear days notice (exclusive of weekends) of that intent. Observance of this period of notice shall not prejudice the position of any party to the dispute.

(xi) General

Whilst the dispute resolution procedures are continuing normal work and the conditions under which work is performed, prior to notification of the dispute or grievance, shall continue unless otherwise agreed between the parties. Provided further that in the case of a dispute or grievance involving occupational health and safety, normal work and the conditions under which work is performed shall continue in a manner which avoids any risk to the health and safety of any officer, any other employee of New South Wales Police or any member of the public

Division 7 - Leave Reserved

69. Leave Reserved

Leave is reserved for the parties to apply for a variation to clause 37 of this award to include provisions in respect to the increment dates of Non-Commissioned Officers who are permanently appointed as Detectives in terms of clause 37 of this award.

Division 8 - Area, Incidence and Duration

70. Area, Incidence and Duration

(i) This Award applies to all officers defined herein.

- (ii) It shall take effect on 1 July 2008 with the exception of the rates of pay and allowances prescribed under PART B, Monetary Rates, which shall take effect from the dates specified in that Part, and shall remain in force until 30 June 2009.
- (iii) This Award rescinds and replaces the provisions of the Crown Employees (Police Officers - 2005) Award published 7 October 2005 (354 I.G. 175) as varied (see Schedule 1).
- (iv) Except where inconsistent with this Award the provisions of any other existing Agreement or Determination will continue to apply.

PART B

MONETARY RATES

Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries

From the beginning of the first full pay period to commence on or after 1 July 2008 - 2%.		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	46,916	52,311
Constable Level 2	48,687	54,286
Constable Level 3	50,454	56,256
Constable Level 4	52,224	58,230
Constable Level 5	53,111	59,219
Senior Constable Level 1	58,426	65,145
Senior Constable Level 2 Step 1	59,308	66,128
Senior Constable Level 2 Step 2	59,308	66,128
Senior Constable Level 3 Step 1	61,964	69,090
Senior Constable Level 3 Step 2	61,964	69,090
Senior Constable Level 3 Step 3	61,964	69,090
Senior Constable Level 4 Step 1	65,506	73,039
Senior Constable Level 4 Step 2	65,506	73,039
Senior Constable Level 5 Step 1	67,274	75,011
Senior Constable Level 5 Step 2	67,274	75,011
Senior Constable Level 6	68,159	75,997
Leading Senior Constable Level 1 Step 1	70,328	78,416
Leading Senior Constable Level 1 Step 2	70,328	78,416
Leading Senior Constable Level 2	72,160	80,458
Sergeant 1st Year	69,046	76,986
Sergeant 2nd Year	69,046	76,986
Sergeant 3rd Year	72,586	80,933
Sergeant 4th Year	72,586	80,933
Sergeant 5th Year	75,241	83,894
Sergeant 6th Year	75,241	83,894
Sergeant 7th Year	78,783	87,843
Sergeant 8th Year	78,783	87,843
Sergeant 9th Year	79,669	88,831
Senior Sergeant 1st Year	78,783	87,843
Senior Sergeant 2nd Year	78,783	87,843
Senior Sergeant 3rd Year	79,669	88,831

Senior Sergeant 4th Year	81,435	90,800
Senior Sergeant 5th Year	84,026	93,689
From the beginning of the first full pay period to commence on or after 1 January 2009 - 2%.		
Rank/Incremental Level	Base Salary	Loaded Salary (+ 11.5%)
	Per Annum \$	Per Annum \$
Probationary Constable (Level 1)	47,854	53,357
Constable Level 2	49,661	55,372
Constable Level 3	51,463	57,381
Constable Level 4	53,268	59,394
Constable Level 5	54,173	60,403
Senior Constable Level 1	59,595	66,448
Senior Constable Level 2 Step 1	60,494	67,451
Senior Constable Level 2 Step 2	60,494	67,451
Senior Constable Level 3 Step 1	63,203	70,471
Senior Constable Level 3 Step 2	63,203	70,471
Senior Constable Level 3 Step 3	63,203	70,471
Senior Constable Level 4 Step 1	66,816	74,500
Senior Constable Level 4 Step 2	66,816	74,500
Senior Constable Level 5 Step 1	68,619	76,510
Senior Constable Level 5 Step 2	68,619	76,510
Senior Constable Level 6	69,522	77,517
Leading Senior Constable Level 1 Step 1	71,735	79,985
Leading Senior Constable Level 1 Step 2	71,735	79,985
Leading Senior Constable Level 2	73,603	82,067
Sergeant 1st Year	70,427	78,526
Sergeant 2nd Year	70,427	78,526
Sergeant 3rd Year	74,038	82,552
Sergeant 4th Year	74,038	82,552
Sergeant 5th Year	76,746	85,572
Sergeant 6th Year	76,746	85,572
Sergeant 7th Year	80,359	89,600
Sergeant 8th Year	80,359	89,600
Sergeant 9th Year	81,262	90,607
Senior Sergeant 1st Year	80,359	89,600
Senior Sergeant 2 nd Year	80,359	89,600
Senior Sergeant 3rd Year	81,262	90,607
Senior Sergeant 4th Year	83,064	92,616
Senior Sergeant 5th Year	85,707	95,563

Table 2 - Detectives Salaries

From the beginning of the first full pay period to commence on or after 1 July 2008 - 2%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	52,224	55,397	62,790
Detective 2nd Year	53,111	56,284	63,779
Detective 3rd Year	58,426	61,599	69,705
Detective 4th Year	59,308	62,481	70,688
Detective 5th Year	61,964	65,137	73,650
Detective 6th Year	65,506	68,679	77,599
Detective 7th Year	67,274	70,447	79,571
Detective 8th Year	68,159	71,332	80,557
Detective 9th Year	70,328	73,501	82,976
Detective 10th Year	72,160	75,333	85,018
Detective Sergeant 1st Year	69,046	72,219	81,546
Detective Sergeant 2nd Year	69,046	72,219	81,546
Detective Sergeant 3rd Year	72,586	75,759	85,493
Detective Sergeant 4th Year	75,241	78,414	88,454
Detective Sergeant 5th Year	78,783	81,956	92,403
Detective Sergeant 6th Year	79,669	82,842	93,391
Detective Senior Sergeant 1st Year	78,783	81,956	92,403
Detective Senior Sergeant 2nd Year	79,669	82,842	93,391
Detective Senior Sergeant 3rd Year	81,435	84,608	95,360
Detective Senior Sergeant 4th Year	84,026	87,199	98,249

From the beginning of the first full pay period to commence on or after 1 January 2009 - 2%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	53,268	56,504	64,045
Detective 2nd Year	54,173	57,409	65,054
Detective 3rd Year	59,595	62,831	71,099
Detective 4th Year	60,494	63,730	72,102
Detective 5th Year	63,203	66,439	75,122
Detective 6th Year	66,816	70,052	79,151

Detective 7th Year	68,619	71,855	81,161
Detective 8th Year	69,522	72,758	82,168
Detective 9th Year	71,735	74,971	84,636
Detective 10th Year	73,603	76,839	86,718
Detective Sergeant 1st Year	70,427	73,663	83,177
Detective Sergeant 2nd Year	70,427	73,663	83,177
Detective Sergeant 3rd Year	74,038	77,274	87,203
Detective Sergeant 4th Year	76,746	79,982	90,223
Detective Sergeant 5th Year	80,359	83,595	94,251
Detective Sergeant 6th Year	81,262	84,498	95,258
Detective Senior Sergeant 1st Year	80,359	83,595	94,251
Detective Senior Sergeant 2nd Year	81,262	84,498	95,258
Detective Senior Sergeant 3rd Year	83,064	86,300	97,267
Detective Senior Sergeant 4th Year	85,707	88,943	100,214

Table 3 - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2008 - 2%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	98,438
Inspector 2nd Year	103,445
Inspector 3rd Year	110,328
Inspector 4th Year	113,917
Inspector 5th Year	115,644
Inspector 6th Year	118,335
Inspector 7th Year	122,816
Inspector 8th Year	124,614

From the beginning of the first full pay period to commence on or after 1 July 2008- 2%	
Rank/Incremental Level	Per Annum \$
Superintendent 1st Year	134,096
Superintendent 2nd Year	139,030
Superintendent 3rd Year	140,824
Superintendent 4th Year	142,617
Superintendent 5th Year	144,711
Superintendent 6th Year	147,103
Superintendent 7th Year	148,898
Superintendent 8th Year	153,013

From the beginning of the first full pay period to commence on or after 1 January 2009 - 2%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	100,407
Inspector 2nd Year	105,514
Inspector 3rd Year	112,535
Inspector 4th Year	116,195
Inspector 5th Year	117,957
Inspector 6th Year	120,702
Inspector 7th Year	125,272
Inspector 8th Year	127,106

From the beginning of the first full pay period to commence on or after 1 January 2009 - 2%	
Rank/Incremental Level	Per Annum \$
Superintendent 1st Year	136,778
Superintendent 2nd Year	141,811
Superintendent 3rd Year	143,640
Superintendent 4th Year	145,469
Superintendent 5th Year	147,605
Superintendent 6th Year	150,045
Superintendent 7th Year	151,876
Superintendent 8th Year	156,073

Table 4 - Travelling Allowance

Item 1

Capital Cities	Per Day \$
Sydney	280.25
Adelaide	242.25
Brisbane	253.25
Canberra	211.25
Darwin	238.25
Hobart	201.25
Melbourne	247.25
Perth	233.25

High Cost Country Centres	Per Day \$
Alice Springs (NT)	195.25
Ballarat (VIC)	199.25
Bendigo(VIC)	204.75
Broome(WA)	250.25
Bunbury(WA)	194.25
Burnie(TAS)	210.75
Carnarvon(WA)	206.75
Christmas Island(WA)	217.25
Cocos (Keeling) Island	197.25
Damiper (WA)	247.25
Derby(WA)	236.25
Devonport(TAS)	203.75
Emerald(QLD)	193.75
Exmouth(WA)	224.75
Geraldton(WA)	194.25
Gold Coast(QLD)	215.25
Halls Creek(WA)	222.25
Horn Island(QLD)	216.25
Jabiru(NT)	287.25
Kadina(SA)	194.25
Kalgoorlie(WA)	199.75
Karratha(WA)	286.25
Kununurra(WA)	244.25
Launceston(TAS)	198.25
Mackay(QLD)	197.25
Maitland(NSW)	195.75
Mount Gambier (SA)	194.25

Mount Isa(QLD)	207.25
Naracoorte(SA)	193.25
Newcastle(NSW)	202.25
Newman(WA)	233.25
Norfolk Island	195.25
Port Headland(WA)	276.75
Port Lincoln(SA)	193.25
Port Macquarie(NSW)	200.25
Portland(VIC)	198.25
Thursday Island (QLD)	262.25
Wagga Wagga(NSW)	197.75
Warrnambool(VIC)	196.75
Weipa(QLD)	222.25
Whyalla(SA)	194.25
Wollongong(NSW)	195.75
Wonthaggi(VIC)	208.25
Yulara(NT)	410.25

Tier 2 country centres	Per Day \$
Albany (WA)	180.75
Bairnsdale (Vic)	180.75
Bathurst (NSW)	180.75
Bordertown (SA)	180.75
Bright (Vic)	180.75
Broken Hill (NSW)	180.75
Cairns (Qld)	180.75
Castlemaine (Vic)	180.75
Ceduna (SA)	180.75
Dalby (Qld)	180.75
Dubbo (NSW)	180.75
Echuca (Vic)	180.75
Esperance (WA)	180.75
Gladstone (Qld)	180.75
Horsham (Vic)	180.75
Innisfail (Qld)	180.75
Orange (NSW)	180.75
Port August (SA)	180.75
Renmark (SA)	180.75
Roma (Qld)	180.75
Seymour (Vic)	180.75

Other country centres

\$170.75

Item 2

Incidental expenses allowance - when claiming
actual expenses - all locations

\$15.45

Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres

	\$
Breakfast	20.20
Dinner	22.65
Lunch	38.95

Tier 2 and other country centres

Breakfast	18.05
Dinner	20.65
Lunch	35.60

Table 5 - Remote Areas - Living Allowance

Item 1

With Dependents

Per Annum
\$

Grade A	1,597
Grade B	2,118
Grade C	2,829

Item 2

Without Dependents

Per Annum
\$

Grade A	1,114
Grade B	1,485
Grade C	1,982

Table 6 - Detectives' Special AllowancePer Annum
\$

From the beginning of the first full pay period to commence on or after 1 July 2008	1,387
From the beginning of the first full pay period to commence on or after 1 January 2009	1,415

Table 7 - Special Duties Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 July 2008

Per Annum
\$

Grade 1 Six months following permanent appointment	906
Grade 2 Six months following permanent appointment	1,357
3 years after permanent appointment	1,581
5 years after permanent appointment	1,805
Grade 3 Six months following permanent appointment	2,264
3 years after permanent appointment	2,714
5 years after permanent appointment	3,173

Grade 4	
Six months following permanent appointment	3,842
3 years after permanent appointment	4,747
5 years after permanent appointment	5,875

From the beginning of the first full pay period to commence on or after 1 January 2009

	Per Annum \$
Grade 1	
Six months following permanent appointment	924
Grade 2	
Six months following permanent appointment	1,384
3 years after permanent appointment	1,613
5 years after permanent appointment	1,841
Grade 3	
Six months following permanent appointment	2,309
3 years after permanent appointment	2,768
5 years after permanent appointment	3,236
Grade 4	
Six months following permanent appointment	3,919
3 years after permanent appointment	4,842
5 years after permanent appointment	5,993

Table 8 - Professional/Academic Qualification Allowance (Constable or Senior Constable)

Commencing from the first full pay period to begin on or after 1 January 2003

Professional/Academic Qualification

	Per Annum \$
Diploma in Criminology	398
Bachelor or Law Degree and Other relevant approved Degrees Or Associate Diplomas or Associate Diploma in Justice Administration	792

With effect from 1 January 2002:

Vocationally relevant degrees as defined in subclause (iii) of clause 41, Professional Academic Qualifications Allowances.	792
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Table 9 - On-Call Allowances (Non-Commissioned Officers)

Commencing from the first full pay period to begin on or after 1 July 2008

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	14.97
Where the period advised to be on call is 24 hours, for each such period the rate is;	22.43
Vehicle Care	7.46

Commencing from the first full pay period to begin on or after 1 January 2009

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	15.27
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Where the period advised to be on call is 24 hours, for each such period the rate is;	22.88
Vehicle Care	7.61

- (i) Where a period on call exceeds 24 hours or multiples thereof, the appropriate allowance shall be paid for each period of 24 hours together with the appropriate allowance for a period less than 24 hours.
- (ii) Vehicle Care - When a Non-Commissioned Officer has been placed on call, as defined in clause 42 of this award and in addition to being on call is required to take charge of a vehicle which is the property of New South Wales Police together with all Police equipment therein and/or thereon and provide garage, or other reasonable parking facilities therefore having regard to its size, such officer shall be paid for each 24 hours or part thereof at the rate specified in Table 9, Vehicle Care.

Table 10 - Meal Allowances (Non-Commissioned Officers)

Where Non-Commissioned Officers incur expense in purchasing a meal;

- (i) when they have worked more than one half hour beyond the completion of a rostered shift or
- (ii) where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or
- (iii) where they are performing escort duty and cannot carry a meal;

Breakfast	22.60
Lunch	22.60
Dinner	22.60
Supper	8.70

Table 11 - Stocking Allowance (Non-Commissioned Officers)

Commencing from the first full pay period to begin on or after 1 January 2003

	Per Annum \$
Stocking Allowance	116.00

Table 12 - Plain Clothes Allowances (Non-Commissioned Officers)

Non-Commissioned Officers required to perform duty in plain clothes shall be paid the following allowances in accordance with the provisions of clause 57 - Provision of Uniform lieu of the provision of uniform.

Commencing from the first full pay period to begin on or after 1 January 2003

	Per Annum \$
Non-Commissioned Officers required to perform duty in snow climate areas as specified in paragraph (vi) of clause 57 - Provision of Uniform	1,408.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 2) as specified in paragraph (v) of clause 57 - Provision of Uniform	1,347.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 1) as specified in paragraph (iv) of clause 57 - Provision of Uniform	1,317.00
All other Non-Commissioned officers.	1,208.00

Schedule 1

Crown Employees (Police Officers - 2005) Award - History

Date Published	Volume	Part	Publication No.	Description
7 October 2005	354	2	C3849	Award
11 August 2006	360	3	C4796	Variation
8 September 2006	360	5	C4720	Variation
14 March 2008	365	1	C6290	Variation

SCHEDULE 2**Schedule of Agreements referred to in clause 70, Area, Incidence and Duration.**

- (i) Non Commissioned Police Officer Police Department (Public Service Board) Agreement No. 2396 of 1982.
- (ii) Commissioned Police Officers Police Department (Public Service Board) Agreement No. 2395 of 1983.

R. P. BOLAND J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (STATE EMERGENCY SERVICE) REGION CONTROLLERS AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 719 of 2008)

Before Commissioner Ritchie

24 July 2008

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	General Conditions of Employment
4.	Salaries
5.	Working Hours and Flexible Leave Entitlement
6.	Operational Overtime
7.	Grievance Procedures
8.	Dispute Resolution Procedures
9.	Anti-Discrimination
10.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Schedule

PART A

1. Title

- 1.1 This award will be known as the Crown Employees (State Emergency Service) Region Controllers Award 2008.

2. Definitions

- 2.1 "Act" means - the *Public Sector Employment and Management Act 2002*.
- 2.2 "Award" means - this Crown Employees (State Emergency Service) Region Controllers Award 2008.
- 2.3 "SES" means - the State Emergency Service as described in the *State Emergency Service Act 1989* No 164.
- 2.4 "SES Act" means - the *State Emergency Service Act 1989* No. 164.
- 2.5 "Regulation" means the State Emergency Service Regulation 2001 as amended under the *State Emergency Service Act 1989* No 164.

- 2.6 "Director General" means - the Chief Executive Officer of the State Emergency Service as listed in column 2 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- 2.7 "Region Controller" means - an officer permanently or temporarily employed in the SES either as a full-time, or part-time employee, in any capacity under the provisions of chapter 2 of the *Public Sector Employment and Management Act 2002*, and includes an officer on probation.
- 2.8 "Association" means - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.9 "DPE" means - the Director of Public Employment, who is the employer for industrial purposes under Section 129 of the *Public Sector Employment and Management Act 2002*.
- 2.10 "Position" means - a position, both full-time and part-time, pursuant to Section 9 of the *Public Sector Employment and Management Act 2002*.
- 2.11 "Salary Rates" means - the ordinary time rate of pay for the Region Controller's grading excluding allowance for "After Hours Duty Officer" and all other allowances not regarded as salary.

3. General Conditions of Employment

- 3.1 Conditions of employment for all Region Controllers shall be in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 except where varied by this Award and with the following Awards and Agreements as varied from time to time:

Crown Employees (Transferred Employees Compensation) Award

Crown Employees (Transferred Officers/Excess Rent) Agreement No 2354 of 1981

- 3.2 The provisions of this award are to apply to part-time workers on a pro-rata basis.

4. Salaries

- 4.1 The Region Controllers will be remunerated in accordance with the Crown Employees (Public Sector - Salaries 2007) Award as varied or an award replacing it. Salaries are set out in Table 1 - Salary Schedule Part B Monetary Rates.
- 4.2 Appointment of Region Controllers shall be in accordance with the Public Sector Employment and Management (General) Regulation.
- 4.3 A flexible and adaptable approach to working hours shall be adopted to meet peak demands, unit and volunteer demands, and the personal circumstances of the officer. Much of the work performed is during the evening or on weekends. The parties agree that the requirements will be no more than 40 days of weekend and public holiday work per annum and 80 occasions of evening work. The parties recognise that there could be variations to these requirements from time to time.
- 4.4 An allowance of 15% of the Region Controller's gross annual salary will be paid in lieu of non-operational overtime and in recognition of the pattern of work. No non-operational overtime is anticipated.

5. Working Hours and Flexible Leave Entitlement

- 5.1 Region Controllers will be able to accumulate flexitime credits beyond their contract hours. Flexitime entitlements will be the same as the current flexible working arrangements of the Department, i.e. Region Controllers will be able to take up to 5 flexidays per flex period and can carry over up to 21 hours credit per flex period. There will be no bandwidth or core-time. Contract hours of 35 hours per week will be worked on any day Monday to Sunday and will include travel time.

- 5.2 Region Controllers will receive credit hours of one fifth of their normal weekly hours for each public holiday day. When required to work on a public holiday, a Region Controller should credit the hours worked to flexitime and take the equivalent time off at a later date.
- 5.3 Region Controllers will not be required to work more than 5 days in a row without at least 1 day off.
- 5.4 Part time Region Controllers working on projects for State Headquarters will be paid additional hours from the project sponsors budget. The number of hours will be negotiated with the project sponsor on a case by case basis.

6. Operational Overtime

- 6.1 Access to overtime can only occur during operations when flexitime has been suspended.
- 6.2 Region Controllers who are required to work operational overtime will be paid at the normal rate of pay including the 15% loading for the first seven hours, and overtime thereafter, excluding the 15% loading and meal breaks. When flexitime is suspended rest days are deemed to be Saturdays and Sundays.
- 6.3 Part time Region Controllers who are required to work during operations may work full time and be paid additional hours for the period of the operation.
- 6.4 If a Region Controller is required to perform duty as the after hours duty officer the following payments will be applicable:

Weekdays 2/9ths of a day's salary including loading.

Weekends 1/3 rd of a day's salary including loading.

- 6.4.1 Subject to paragraph 6.4.2, the SES may require a Region Controller to work reasonable overtime at overtime rates.
- 6.4.2 A Region Controller may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable.
- 6.4.3 For the purposes of paragraph 6.4.2 what is unreasonable or otherwise will be determined having regard to:
- 6.4.3.1 any risk to Region Controller health and safety;
 - 6.4.3.2 the Region Controller's personal circumstances including any family and carer responsibilities;
 - 6.4.3.3 the needs of the workplace or enterprise;
 - 6.4.3.4 the notice (if any) given by the SES of the overtime and by the Region Controller of his or her intention to refuse it; and
 - 6.4.3.5 any other relevant matter.

7. Grievance Procedures

Grievance procedures will be in accordance with the SES Grievance Policy.

8. Dispute Resolution Procedures

- 8.1 The aim of the Dispute Resolution Procedures is to ensure that, during the life of this Award, industrial disputes or grievances are prevented, or resolved as quickly as possible, at the level closest to the incident (with graduated steps for further attempts at resolution at higher levels within SES, if required).

- 8.2 When a dispute or grievance arises, or is considered likely to arise, the following steps shall be followed:

Stage 1: - The Region Controller(s) should notify the Manager Personnel of the substance of the grievance, dispute or difficulty, request a meeting and, if possible, clearly state their preferred outcome.

A confidential meeting should be held within two working days.

Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the Region Controller to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

Stage 2: - If the matter is not resolved at the second meeting, the Region Controller, or other appropriate officer, may refer the matter to the Director General.

A confidential meeting should be held within two working days.

If the matter is not resolved, all parties involved in the grievance will be provided with a written response explaining the actions to be taken or the reasons for the SES taking no further action.

Stage 3: - If the matter remains unresolved it may be referred to the New South Wales Industrial Relations Commission by the officer (s), the Associations, or the Director General.

- 8.3 At any stage of this process either party may request that the situation be referred to an independent mediator. During any stage of this process members of a registered trade union may request that an Association representative be present.
- 8.4 During the process of resolving a grievance, normal work is to continue except in the case of a dispute involving Occupational Health and Safety where the safety of staff is jeopardised. If practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any officer, or member of the public.
- 8.5 The Region Controller(s), Association and the SES will be bound by any lawful recommendation, order or determination by the NSW Industrial Relations Commission in relation to the grievance, dispute or difficulty.

9. Anti-Discrimination

- 9.1 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.
- 9.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the 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.
- 9.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 9.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti- discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;

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

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.

10. Area, Incidence and Duration

- 10.1 The award will apply to all Region Controllers employed in the State Emergency Service.
- 10.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees Division Controller (State Emergency Service 2005) Award published 9 September 2005 (353 I.G. 672) and all variations thereof.
- 10.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 24 July 2008.
- 10.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salary Schedule

Salary of Full Time Region Controllers

Effective from the beginning of the first pay period to commence on or after 1 July 2007.

Classification Full Time Region Controllers	Fpp 1.7.07 Per annum \$
1st year of service	79,188
2nd year of service	81,414
3rd year of service	84,738
Thereafter	87,263

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

DRUG FACTORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1533 of 2007)

Before Commissioner Bishop

10 March 2008

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

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Wages
4.	Arbitrated Safety Net Adjustment
5.	Supported Wage System for Workers with Disabilities
6.	Contract of Employment
7.	Flexibility
8.	Enterprise Arrangements
9.	Enterprise Consultative Mechanism
10.	Redundancy
11.	Part-time and Casual Employees
11A.	Secure Employment
12.	Hours
13.	Implementation of 38-Hour Week
14.	Twelve Hour Engagements
15.	Shift Work
16.	Meal Hours
17.	Meal Allowance
18.	Overtime
19.	Sundays
20.	Holidays
21.	Annual Leave
22.	Annual Holidays Loading
23.	Sick Leave
24.	Personal/Carer's Leave
25.	Bereavement Leave
26.	Mixed Functions
27.	Proportion
28.	General Conditions
29.	Time and Payment of Wages
30.	Method of Payment of Wages
31.	Termination of Employment
32.	Long Service Leave
33.	Right of Entry
34.	Trade Union Training
35.	Union Delegate
36.	Parental Leave
37.	Blood Donor Leave
38.	Jury Service

39. Superannuation
40. Disputes Procedure
41. Anti-Discrimination
42. Training Conditions
43. Leave Reserved
44. Deduction of Union Membership Fees
45. Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

Part C - Industry/Skill Level Rates

Table 1 - Industry/Skill Level A

Table 2 - Industry/Skill Level B

Table 3 - Industry/Skill Level C

1. Title

This award shall be known as the Drug Factories (State) Award.

2. Definitions

- (a) Chief Chemist shall mean a person possessing academic qualifications as specified in the definition of "Qualifications" below who has had five years' experience since attaining these qualifications and who is in charge of a laboratory and who supervises and is responsible for the work of one or more other chemists as provided for in this award.
- (b) Research Chemist shall mean a person possessing academic qualifications as specified in the definition of "Qualifications" below and who is principally engaged in research work involving the development of new or existing chemical compounds, products and/or processes.
- (c) Analytical and/or Process Chemist shall mean a person possessing academic qualifications as specified in the definition of "Qualifications" below who is principally engaged in analysis and process control which, without limiting the generality of the foregoing, may include checking and assaying raw materials and products during or after manufacture and/or carrying out any other associated chemical analysis which may be necessary.
- (d) Trainee Chemist shall mean an employee undertaking a course which is related to the employee's work and which will lead to an academic qualification as specified in the definition "Qualifications" below.
- (e) Qualifications: Academic qualifications referred to in definitions (a), (b), (c) and (d) of this clause, shall be those-
 - (i) acceptable to the Royal Australian Chemical Institute for admission to the grades of junior or corporate membership;
 - (ii) acceptable to the Australian Institute of Physics for admission to the grades of graduate or corporate membership;
 - (iii) in Metallurgy, Metallurgical Engineering or Technology acceptable to either the Australian Institute of Mining and Metallurgy for admission to the grades of junior or corporate membership, or the Institute of Metallurgists (London) for admission to the grades of graduate, licentiate or corporate membership;
 - (iv) acceptable to the Australian Institute of Agricultural Science for admission to grade of corporate membership;

- (v) conferring a degree or diploma in science or chemistry by a recognised University College or Institute of Technology with a major in one or more of the subjects relating to his or her employment.
- (f) Laboratory Assistant shall mean an employee other than a chemist or trainee chemist who is engaged in a laboratory in the performance of work of a routine nature and who -
- (i) holds a certificate in science or technology related to the employment; or
- (ii) is qualified by having passed the final examination as a prerequisite to holding a certificate as set out in paragraph (i) above; or
- (iii) holds a qualification which is equivalent to the certificate as set out in paragraph (i) of this subclause, provided that recognition of such qualifications is obtained from the Department of Education.
- (g) Pill Maker means an employee engaged in making pills from the receipt of raw material up to, but not including, coating of the pill core.
- (h) Pill and Tablet Coater means an employee engaged in coating pills and tablet cores from the receipt up to and including their polishing.
- (i) Quality Inspector means an employee other than a professional employee, as defined, who inspects and releases packaging components, collects and examines production samples and reports deviation from standards of packaging room operations and cleanliness, independent of production staff.
- (j) Machine Attendant means an employee who is principally engaged in setting up and pulling down of automatic filling equipment.

3. Wages

- (a) Adult Employees - The minimum rates to be paid to adult employees shall be as set out in Table 1 of Part B, Monetary Rates.
- (b) Junior Employees - The minimum rates of pay for junior employees shall, subject to the other provisions of this award, be the following percentages of the weekly rate for the appropriate adult classification referred to in subclause (a) of this clause:

Age	Percentage per week
Under 17 years of age	60
At 17 years of age	70
At 18 years of age	90
At 19 years of age and over	100

Such minimum rates shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2.5 cents to be disregarded.

- (c) Junior Trainee Chemist - The minimum rates of pay for junior trainee chemists shall be the following percentages of the weekly rate for a trainee chemist, first year of adult service, referred to in Division I of the said Table 1:

Age	Percentage per week
Under 17 years of age	60
At 17 years of age	70
At 18 years of age	90
At 19 years of age and over	100

Such minimum weekly rates shall be calculated to the nearest 5 cents, any broken part in the result not exceeding 2.5 cents to be disregarded.

(d) Special Rates -

- (i) Junior trainee laboratory assistants, who undertake an appropriate certificate course related to their employment shall be paid an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for each stage of the course which has been completed. Such payment shall be applicable from the first complete pay period in January of the year following the examination and shall continue to be paid until an adult rate of pay becomes applicable to such employee; provided, however, that such payments shall cease to be made if the junior employee abandons the course of study before completion.
- (ii) Employees appointed as senior hands in any classification in Divisions II, III, IV and V of Table 1 shall be paid the amounts set out in Item 2 of Table 2 of Part B, in addition to the appropriate rate of pay for the classification.
- (iii) Employees appointed as charge hands shall be paid the amount as set out in Item 3 of Table 2, in addition to the appropriate rate of pay for the classification.
- (iv) Employees appointed as checkers in relation to work carried out under Division V of Table 1, shall be paid an amount as set out in Item 4, of Table 2, in addition to the appropriate rate of pay for the employee's classification; provided that the additional rate prescribed in this paragraph shall not apply to an employee who is receiving a special rate as a senior hand or charge hand as provided in paragraphs (ii) or (iii) of this subclause.

4. Arbitrated Safety Net Adjustment

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

5. Supported Wage System for Workers With Disabilities

Definitions

- (a) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
 - (i) 'Supported Wage System' means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
 - (ii) 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (iii) 'Disability Support Pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
 - (iv) 'Assessment Document' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility Criteria

- (b) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

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

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

Supported Wage Rates

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

Assessed Capacity (subclause (d))	% Of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

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

Assessment of Capacity

- (d) For the purpose of establishing the percentage of the award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (i) the employer and a union party to the Award, in consultation with the employee or, if desired by any of these;
 - (ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

Lodgement of Assessment Document -

(e)

- (i) All assessment documents under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.
- (ii) All assessment documents shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within ten working days.

Review of Assessment

- (f) The assessment of the appropriate percentage should be subject to annual review or earlier on the basis of a reasonable request for a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

- (g) Where an assessment has been made, the appropriate percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Award paid on a pro-rata basis.

Workplace Adjustment

- (h) An employer wishing to employ a person under the provisions of this clause must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial Period

(i)

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$66.00 per week.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (d) of this clause.

6. Contract of Employment

- (a) In respect of full-time and part-time employment an employee or an employer may terminate the contract of employment with one week's notice or by the payment or forfeiture of one week's pay. Provided that during the first three months of full-time or part-time employment the contract of employment shall be of a probationary nature.

- (b)
- (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 provided that such duties are not designed to promote deskilling.
 - (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 properly trained in the use of such tools and equipment.
 - (iii) Any direction issued by an employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
 - (iv) If a dispute arises under this sub-clause, the union(s) shall be notified, where appropriate, and the provisions of the Disputes Procedure invoked.

7. Flexibility

- (a) An employee shall perform all tasks which are incidental or related to their normal work.
- (b) An employer may develop a classification regime for their enterprise in consultation with the appropriate union covered by this award. A classification regime shall be agreed. The agreement shall be recorded in writing and a copy sent to the Industrial Registrar for registration. The parties agree such an agreement shall have the force of the award and the union shall not unreasonably withhold its agreement.

8. Enterprise Arrangements

- (a) The Industrial Relations Commission may approve of enterprise arrangements reached in accordance with this principle and the provisions of the Act.
- (b) Industrial unions of employees and industrial unions of employers, or industrial unions of employees and employers, or employees and employers may negotiate enterprise arrangements which, subject to the following provisions, shall prevail over the provision of any award or order of the Industrial Relations Commission that deals with the same matters in so far as they purport to apply to parties bound 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 paragraph (b).
- (d) Enterprise arrangements shall be for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than where contained in the arrangement itself. Subject to the terms of the arrangement, however, such arrangement shall continue in force until varied or rescinded in accordance with the Act.
- (e) For the purposes of seeking the approval of the Industrial Relations Commission, and in accordance with the provisions of the Act, a party shall file with the Industrial Registrar an application to the Commission to either:
 - (i) vary an award in accordance with the Act; or
 - (ii) make a new award in accordance with the Act.
- (f) On a hearing for the approval of an enterprise arrangement, the Industrial Relations Commission will consider in addition to the industrial merits of the case under the State Wage Case principles:

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

9. Enterprise Consultative Mechanism

At each enterprise there shall be established a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters effecting their efficiency and productivity.

10. Redundancy

(a) Application

- (i) In respect to employers who employ 15 employees or more immediately prior to the termination of employment of employees, in the terms of subclause (d), Termination of Employment.
- (ii) Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iii) Notwithstanding anything contained elsewhere in this award, this award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(b) Introduction of Change

- (i) Employer's duty to notify -
 - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (ii) Employer's duty to discuss change -
 - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (2) The discussion shall commence as early as possible after a definite decision has been made by the employer to make the changes referred to in subclause (i) of the clause.
 - (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(c) Redundancy

Discussions before termination -

- (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (1) of subclause (i) of clause (b), Introduction of Change, and that decision may lead to the termination of employment,

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

- (ii) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause (1) of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (iii) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(d) Termination of Employment

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

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

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

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

- (ii) Notice for technological change - This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with paragraph (1) of subclause (i) of the said clause (b).

- (1) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

- (iii) Time off during the notice period -
- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
 - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (v) Statement of employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (vi) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) Centrelink Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- (viii) Transfer to lower-paid duties - Where an employee is transferred to lower-paid duties for reasons set out in subclause (i) of the said clause (d), 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.
- (e) Severance Pay
- (i) Where an employee is to be terminated pursuant to clause 31, Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service.
 - (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

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

Years of Service	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 this Award.

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

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

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

(f) Grievance and Dispute Resolution Procedure

- (i) Procedures relating to grievances of individual employees -

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

- (ii) Procedures relating to disputes, etc., between employers and their employees:

- (1) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (2) Reasonable time limits must be allowed for discussion at each level of authority.

- (3) While a procedure is being followed, normal work must continue.
- (4) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

11. Part-Time and Casual Employees

- (a) Part-time Employees:
 - (i) Part-time employees may be employed.
 - (ii) The ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for weekly employees but shall not in any case be less than twenty hours per week.
 - (iii) Part-time employees shall be paid at an hourly rate of pay which shall be at the rate of one thirty-eighth of the weekly wage of the appropriate classification.
 - (iv) All other provisions of this award with respect to annual leave, sick leave, and holidays, shall apply to part-time employees.
 - (v) An employer may not employ more than 25 per cent of employees as part-timers
 - (vi) Notwithstanding the provisions of paragraphs (i) to (v) of this subclause, the union and an employer may agree, in writing, to observe other conditions in order to meet special cases.
- (b) Casual Employees -
 - (i) Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38 plus seventeen and a half per cent calculated to the nearest half cent with a minimum payment on any one day of four hours.
 - (ii) An employer may not employ more than 25 per cent of employees as casuals.
 - (iii) Notwithstanding the provisions of paragraph (i) and (ii) of this subclause the union and employer may agree in writing to observe other conditions in order to meet special cases.
- (c) Notwithstanding the above paragraphs (a)(v) and (b)(ii) no more than 25 per cent of the total hours worked by employees covered by this award in any establishment in any 12-month period shall be worked by part-time and/or casual employees.

11A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

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

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

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

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

staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

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

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

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

12. Hours

- (a) The ordinary hours of working, excluding shift workers, hereinafter provided for exclusive of meal hours, shall not exceed thirty-eight per week, to be worked between the hours of 7.00 am. and 6.00 p.m. Monday to Friday inclusive.

An employer may, with the agreement of the appropriate union, commence ordinary hours between 6.00 am. and 7.00 am. The union's consent shall not be withheld unreasonably.

13. Implementation of 38-Hour Week

The 38 hour week shall be worked in any of the following ways:

- (a) Four 8-hour days and one 6-hour day per week
- (b) Nine and a half day fortnight
- (c) 19-day month with R.D.O.

- (d) Actually work 7.6 hours per day
- (e) Where agreement exists between an employer and an employee, an employee may accumulate up to 5 rostered days off. Provided that such accumulated time shall be taken within 6 months of the agreement to defer.

Payment shall be made in lieu for any accumulated time which is untaken when an employee ceases employment with an employer.
- (f) Any other work cycle during which a weekly average of 38 ordinary hours are worked, provided that on any day no more than ten hours ordinary time shall be worked.

Provided that:-

- (i) In any establishment where there are ten or more employees, method of implementation shall be by agreement with employees and relevant union(s) (if no agreement, matter to be referred to the Commission).
- (ii) In any establishment where there are less than ten employees, method of implementation shall be at the discretion of the employer.
- (iii) Once introduced the method of implementation is not to be changed except by agreement; this includes methods in operation prior to this variation.

14. Twelve Hour Engagements

Following consultation and agreement in writing with employees and the appropriate union(s), an employer may introduce daily engagements of twelve ordinary hours.

15. Shift Work

- (a) Hours-The ordinary hours of shift workers shall not exceed -
 - (i) eight hours in any consecutive twenty-four hours; or
 - (ii) thirty-eight hours in any one week; or
 - (iii) seventy-six hours in fourteen consecutive days.

Shiftworkers shall be allowed twenty minutes on each shift for crib which shall be counted as time worked.

- (b) Overtime - Subject to the provisions of subclause (c), Payment for Saturdays, and subclause (d) Payments for Sundays and Holidays, of this clause, shift workers shall for all time worked-
 - (i) in excess of or outside of the ordinary shift work hours prescribed by this award; or
 - (ii) on more than eleven shifts in twelve consecutive days; or
 - (iii) on a rostered shift off;

be paid at the rate of time and a half for the first two hours and double time thereafter.

- (c) Payment for Saturdays - Shift workers shall be paid at the rate of time and one-half for ordinary rostered shifts worked on Saturday. This rate shall be in substitution for, and not cumulative upon, the shift allowance prescribed in subclause (e), Shift Allowance, of this clause.

- (d) Payment for Sundays and Holidays - Shift workers shall be paid at the rate of time and three-quarters for ordinary rostered shifts worked on Sundays and at the rate of double time for work other than on an ordinary rostered shift carried out on Sundays.

Shift workers shall be paid at the rate of double time and one-half for all work carried out (whether on an ordinary rostered shift or otherwise) on any of the holidays prescribed in clause 20, Holidays.

The rates prescribed in this subclause shall be in substitution for, and not cumulative upon, the shift allowances prescribed in subclause (e), Shift Allowance, of this clause.

- (e) Shift Allowance

- (i) Employees engaged on morning or afternoon shifts shall as defined in paragraph (iii) of this subclause shall be paid as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to their appropriate rate of pay.
- (ii) Employees engaged on night shift as defined in paragraph (iii) of this subclause shall be paid the amount as set out in Item 6, of Table 2, in addition to their appropriate rate of pay.
- (iii) Shifts as set out hereunder may be worked in the industry:

Day shift shall mean a shift worked between the hours of 7am and 6pm.

Morning shift shall mean a shift commencing before 7am.

Afternoon shift shall mean a shift finishing after 6pm but not later than midnight.

Night shift shall mean a shift finishing after midnight but not later than 7am.

- (iv) Clauses 12, Hours; 16, Meal Hours; 18, Overtime; 19, Sundays; and 20, Holidays, of this award, shall not apply to shift workers.
- (v) Notwithstanding the provisions of subclause (d) of this clause, Parke-Dais & Co., of 32-40 Cawarra Road, Caringbah, is exempted from the said provisions to the extent necessary to allow night shift to finish not later than 8am.

16. Meal Hours

- (a) Lunch -

- (i) There shall be a meal break for lunch each day Monday to Friday, inclusive, between 11.45 am and 1.45 pm of not less than 30 minutes nor more than one-hour as may be determined by each employer for the employees.
- (ii) An employee called upon to work during the employee's meal break for lunch shall be paid at the rate of time and a half for all time worked during such break and shall be given, in the employer's time, a crib time of not less than twenty minutes to partake of a meal. The said rate of time and a half shall continue until the commencement of the paid crib break or until the employee ceases work for the day, whichever is the earlier.

- (b) Tea -

- (i) Where overtime exceeding one hour is to be worked a meal break for tea of not less than thirty minutes nor more than one hour shall be allowed between 5 p.m. and 7 p.m.; provided that a majority of employees may arrange with their employer for all employees to continue to work for not more than two hours beyond their usual finishing time without such meal break.
- (ii) Subject to the provisions of paragraph (i) of this subclause, an employee, called upon to work during the employee's meal break for tea, shall be paid at the rate of time and a half.

17. Meal Allowance

An employee who is required to work for any period in excess of one and one-half hours after the fixed finishing time, shall be allowed an amount as set out in Item 7, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for a meal which shall be paid to the employee prior to the meal break.

18. Overtime

- (a) An employee shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter for:-
 - (i) all time worked before the usual commencing time on any day;
 - (ii) all time worked after the usual finishing time on any day;
 - (iii) all time worked in excess of the daily limitation of hours prescribed by clause 12, Hours, of this award.
- (b) In computing overtime any portion of an hour less than thirty minutes shall be reckoned as half an hour and any portion of an hour in excess of thirty minutes shall be reckoned as one hour.
- (c) Any employee required to work overtime on a Saturday, shall be paid a minimum payment of four hours.
- (d) Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available the employer shall provide the employee with a conveyance, or pay the cost of such conveyance, to reach a point where reasonable means of transport are available, or, if no such transport is available, to the employee's home.
- (e) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.
- (f) Subject to paragraph (a) of this subclause, an employer may require an employee to work reasonable overtime at overtime rates.
 - (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable, or as otherwise provided for in this award.
 - (b) For the purposes of paragraph (a) of this subclause, what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

19. Sundays

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

20. Holidays

- (a) The following days or the day upon which they are observed shall be holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and all other days proclaimed as public holidays for the State and local gazetted public holidays in the districts to which they apply.
- (b) In addition to the holidays specified in subclause (a) of this clause one additional holiday (in lieu of Picnic Day) shall apply in each calendar year to an employee on weekly hire. Such holiday shall be on the day prescribed in subclause (a)(ii) of clause 7.7, of Holidays and Sunday Work of the Metal Engineering Association Industries Federal Award 1998, as an additional holiday in New South Wales; provided further that where any other working day is observed as a picnic day by the general body of employees in any establishment then such day shall be substituted for the additional holiday hereinbefore prescribed. By agreement between any employer and the majority of the employees another day may be substituted for the additional holiday prescribed by this subclause in such employer's undertaking.
- (c) All award holidays falling on a usual working day shall be counted as time worked and paid for as such.
- (d) An employee who without reasonable cause absents himself without leave on the working day immediately preceding or the working day immediately following an award holiday shall not be entitled to payment for such holiday.
- (e) Work done on any award holiday or Easter Saturday shall be paid for at the rate of double time and one-half with a minimum payment of four hours.

21. Annual Leave

- (a) Day workers and six-day shift workers - See *Annual Holidays Act 1944*.
- (b) Seven-Day Shift Workers -
 - (i) In addition to the leave prescribed by the *Annual Holidays Act 1944*, a further period of seven consecutive days' leave with 38 hours pay at ordinary rates shall be allowed annually to employees after not less than twelve months' continuous service as seven-day shift workers under this award less the period of annual leave.
 - (ii) An employee with twelve months' continuous service who is employed for part of the twelve-month period as a seven-day shift worker under this award shall be entitled to have the leave prescribed by the *Annual Holidays Act 1944*, increased proportionately for each month he/she is continuously employed as aforesaid.
 - (iii) Where the additional leave calculated under this subclause includes a fraction of a day such fraction shall not form part of the leave period and any fraction shall be discharged by payment only.
 - (iv) Annual leave under this subclause shall be given and taken within a period not exceeding six months from the date upon which the right to such leave accrued; provided that the giving and taking of such annual leave may be postponed for a further period not exceeding three months in cases where circumstances render it impracticable to give or take it within the said period of six months; nothing in this paragraph shall prevent the employer from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which such annual leave had been taken before it accrued.

- (v) After twelve months' continuous service any employee whose employment is terminated by the employer, through no fault of the employee, and/or any employee who leaves employment in circumstances which did not amount to misconduct after six months' continuous service in the then current qualifying twelve monthly period, shall be paid for the proportionate period of annual leave to which the employee would have been entitled if the employment had not been so terminated
- (vi) The annual leave provided for by this subclause shall be given and shall be taken and, except as provided in paragraphs (iii) and (v) of this subclause, payment shall not be made or accepted in lieu of annual leave.
- (vii) Service with an employer before the date of coming into force of this award shall count as service for the purpose of the current qualifying twelve monthly period under this clause.

22. Annual Holidays Loading

- (a) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (b) Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause. (NOTE - the obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (f) of this clause).
- (c) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (d) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- (e) The loading is the amount payable for the period or the separate periods as the case may be, stated in subclause (d) of this clause at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing the annual holiday, together with, where applicable, the additional loadings prescribed by clause 3, Wages, of this award and any regular weekly over-award payments, but shall not include any other allowances, penalty rates, shift allowances, overtime rates or any other payments prescribed by this award.
- (f) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause applying the award rates of wages payable on that day.
- (g) Where, in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
 - (i) 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 (e) of this clause;
 - (ii) 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 close down as the qualifying period of employment in completed weeks bears to 52.

- (h)
- (i) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (d) of this clause for the period not taken.
 - (ii) Except as provided by paragraph (i) of this sub-clause no loading is payable on the termination of an employee's employment.
- (i) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday; provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public holiday or special holidays) 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.

23. Sick Leave

An employee, who, is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity (including incapacity resulting from injury within the *Workers Compensation Act 1987*), not due to his own serious and wilful misconduct, shall be entitled to be paid at ordinary time rate of pay for the time of such non-attendance subject to the following:

- (a) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to compensation under the *Workers Compensation Act 1987*.
- (b) The employee should within four hours where practicable, and in any case shall within twenty-four hours, of the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (c) The employee shall prove to the satisfaction of the employer, by the production of a medical certificate or other satisfactory evidence, that the employee was unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (d) Subject to the other provisions of this clause, an employee shall be credited with 76 hours paid sick leave in respect of each year of service which commences on or after 1 March, 1979. Sick leave granted with pay shall be deducted from such credit.
- (e) Sick leave entitlements not claimed in any one year shall accumulate from year to year so long as the employment continues with the employer.
- (f) Service before the coming into force of this award shall be counted as service for the purpose of qualifying thereunder.
- (g) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment at which time the payments shall be made. Provided further, an employee shall forfeit any payment for sick leave if the employee terminates the contract of employment within the first three months of employment. Alternatively, if an employer terminates the contract of employment within the first three months, the employer shall pay the employee for any sick leave taken by the employee, to a maximum of 76 hours.
- (h) Notwithstanding the provisions of this sub-clause an employer in consultation and agreement with employees and the appropriate union(s), in writing, may observe other provisions in respect to sick leave. Provided that the quantum of sick leave stipulated in subclause (d) hereof, shall not be reduced by such agreement(s).

24. Personal/Carer's Leave

(a) Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii), 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 23 Sick Leave, for absences to provide care and support, for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

(iii) 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 paragraph:
 1. 'relative' means a person related by blood, marriage of affinity;
 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. 'household' means a family group living in the same domestic dwelling.
- (iv) 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.

- (b) Unpaid Leave for Family Purpose
- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) who is ill or who requires care due to an expected emergency.
- (c) Annual Leave
- (i) An employee may elect with the consent of the employee to take annual leave not exceeding ten days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in paragraph (i) of this subclause above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (iii) 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) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (d) Time Off in Lieu of Payment for Overtime
- (i) 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.
- (ii) 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.
- (iii) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry date of the 12 month period or on termination.
- (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.
- (e) Make-up Time
- (i) 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.
- (ii) 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.
- (f) Rostered Days Off
- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (iv) 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.

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

25. Bereavement Leave

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

26. Mixed Functions

Any employee called upon to do work of a higher classification than that in which the employee is working shall, if so employed for at least one-half hour and less than two hours, be paid at the rate for such higher classification for the time so employed.

If so employed for two hours or more the rate for the higher classification shall be paid for the whole day.

27. Proportion

- (a) The proportion of juniors to adults shall be not more than two juniors to each three adults: Provided that one such junior may be employed in a factory in any case. Provided also that in labelling, bottling, wrapping or filling, as known in the trade, the proportion of juniors shall be not more than two to one adult but this proviso shall not apply to seidlitz powder, hypodermic and A.P.C. filling and wrapping machines where the proportion of juniors shall be two to each three adults.
- (b) For the purpose of this clause an employee shall be deemed to be an adult if paid an adult rate of wage.

28. General Conditions

- (a) Where an employee is required by the employer to wear a uniform, cap, coat, overall, or other uniform dress, it shall be provided, maintained and laundered at the employer's expense.
- (b) Where the nature of work performed by employees necessitates suitable industrial clothing, including waterproof clothing and/or aprons, rubber boots or clogs, work boots, work shoes, stockings, gloves, goggles, etc., they shall be supplied and paid for by the employer and shall remain the property of the employer.
- (c) Not less than five minutes before ceasing time shall be allowed to employees for washing purposes.
- (d) Employees shall be allowed a rest pause of ten minutes in the first half and in the second half of each day or shift at a time to be mutually arranged. The employer shall provide hot water during such rest pauses for the purpose of making tea or coffee.
- (e) Employees shall not be required to scrub floors, or to clean lunch rooms, dressing rooms, and/or lavatories or engage in any other cleaning work of a major nature.
- (f) Where an employee is required to perform work of an unusually dirty, dusty and/or offensive nature or to work in temperatures of abnormal heat or cold, the employer shall provide for the use of such employees, showers or baths with hot and cold water. Such employees shall be paid the extra amount set out in Item 8, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, whilst engaged on such work. Such employees shall be allowed ten minutes off prior to ceasing time for cleansing purposes.
- (g) When an employee is required to stand on concrete, brick or stone floors the employer shall provide a suitable mat or floor coverings as agreed upon between the employer and the union.
- (h) Laboratory assistants and trainee chemists, who, as part of their training, attend technical college classes in approved subjects, shall be allowed to attend at such classes on one half day each week during ordinary working hours without loss of pay.
- (i) A well ventilated rest room with suitable equipment shall be provided by the employer for the use of employees.
- (j) A separate dining room, sufficient to accommodate the staff, shall be provided by the employer. Such dining room shall contain sufficient table and seating accommodation. Hot water shall be provided, without cost, for the employees and reasonable provision shall be made for the care of employees' luncheons.

- (k) NOTE: As to welfare facilities for employees, see Occupational Health and Safety Regulation 2001.
- (l) NOTE: As to first-aid chest, see Occupational Health and Safety Regulation 2001.
- (m) Compensation to the extent of the damage sustained shall be made where, in the course of work, clothing and/or optical glasses are damaged or destroyed by, or through the use of corrosive, explosive, inflammable or poisonous substances.
- (n) Any disagreement as to the application of the above provisions shall be referred to the union and the employer, who shall confer, and, in the event of either one of the parties being dissatisfied, such differences shall be referred to the appropriate Industrial Committee or the Industrial Commission of New South Wales for determination.
- (o)
 - (i) Where an employee is required to work at a place other than the usual place of work the employee shall be paid all fares reasonably incurred in excess of those the employee would normally incur attending the usual place of work and returning home and shall be paid for half of all travelling time in excess of that taken to reach the usual place of work and returning home.
 - (ii) Travelling time shall be paid for at ordinary rates of pay.
 - (iii) The foregoing subclause shall apply only to an employee temporarily transferred from his/her usual place of work. A temporary transfer shall mean periods of employment at places other than the usual place of work up to a maximum of three consecutive weeks.
 - (iv) An employee transferred from working place to working place during ordinary working hours shall be paid for the time spent in travelling as for time worked and shall receive reimbursement of fares incurred in such transfer.
 - (v) Where the transfer involves an employee being absent from the normal place of abode the employee shall be reimbursed for reasonable expenses incurred for accommodation together with first-class rail fares to and from the place of transfer.
- (p) An employer shall permit a notice which has been duly authorised by the union secretary to be posted on the notice board.
- (q) An employee who is appointed as a first-aid attendant shall be paid an additional payment as set out in Item 9 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (r) No deductions shall be made from any leave due or from ordinary weekly wages due for time off required by employees to sit for examinations relevant to their employment.

29. Time and Payment of Wages

- (a) Wages shall be paid at or before the finishing time on the usual pay day which shall be not later than Thursday in each week; Provided that, by mutual agreement between an employer and the Shop, Distributive & Allied Employees' Association, New South Wales or the Australian Workers' Union, New South Wales Branch or the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, wages may be paid on Fridays.
- (b) Where it has been the practice for an employer to keep wages in hand such practice may be continued: Provided that the amount, in no case, shall exceed one day's pay.

30. Method of Payment of Wages

- (a) Subject to the remainder of this Clause, payment of wages may, at the employers election be made by means of payment by cash or Electronic Funds Transfer, provided that payment by electronic funds

transfer shall not be used wherever its use would create harsh or unreasonable circumstances for employees.

- (b) Wherever wages are paid by Electronic Funds Transfer under (a) above, the employer shall meet the following costs:
 - (i) Where required an employee's single account establishment charge.
 - (ii) The cost of a single deposit of wages in the employee's account including government charges.
 - (iii) The cost of single withdrawal of each deposit of wages from an employee's account.
- (c) Nothing in this clause shall change existing site practices for payment by Electronic Funds Transfer which were existing at the date of this variation.

31. Termination of Employment

- (a) Except in the case of misconduct the employment of any employee may be terminated by one week's notice on either side or by the payment or forfeiture (as the case may be) of one week's wages in lieu of such notice.
- (b) In the event of a stoppage of work through any cause outside the employer's control, the contract of employment may be continued, in which case the employer's liability for payment shall be suspended for the duration of the stoppage of work: Provided that two working days' notice shall be given to employees prior to such suspension.
- (c) An employee whose employment is terminated by the employer on the working day immediately preceding a holiday or holidays, otherwise than for misconduct shall be paid for such holiday or holidays.
- (d) Any employee, with more than three months' service, on leaving or being discharged, shall, if the employee so requests, be given a note by the employer stating the length and nature of the employment.
- (e) Such note shall be the property of the employee and shall be returned to the employee unmarked by any subsequent employer within seven days from the commencement of the employee's service.

32. Long Service Leave

See *Long Service Leave Act 1955*.

33. Right of Entry

See section 298 of the *Industrial Relations Act 1996*.

34. Trade Union Training

Authorised delegates of any of the unions party to this award who are nominated by the secretary of the union to attend a training course or programme conducted under the auspices of the authority established under the *Trade Union Training Authority Act 1975*, or sponsored by the Australian Council of Trade Unions, the State Branch of the Australian Council of Trade Unions or by a union party to this award shall be granted leave of absence while attending such course or courses provided that:

- (i) at least two weeks prior to attendance at the course or courses the employer receives written notice of the nomination from the union secretary setting out the times, dates, content and venue of the course;
- (ii) nominations shall not involve absences from work of more than two delegates from each union per establishment (for a maximum of three days for each nominee) in each calendar year and, for the purpose of this subclause, a calendar year shall mean the period from January 1 to December 31 inclusive;

- (iii) leave of absence granted shall be counted as time

worked for the purposes of annual leave, sick leave and long service leave. Delegates attending shall receive their normal rate of pay whilst on such leave including shift allowances, but other allowances, penalty rates or any other daily or hourly payments prescribed by this award shall not be payable. The rate of pay for such leave shall be shared equally between the employer and the union concerned.

35. Union Delegate

An employee appointed union delegate in the shop or department in which he/she is employed shall upon notification thereof to his/her employer, be recognised as the accredited representative of the Shop, Distributive & Allied Employees' Association, New South Wales, and/or The Australian Workers' Union New South Wales Branch and/or the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern New South Wales.

36. Parental Leave

- (a) Refer to Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (b) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (c) Right to Request

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

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under (c) (i) (2) and (c) (i) (3) must be recorded in writing.

(d) Request to return to work part-time

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

(e) Communication during parental leave

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

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

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

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

37. Blood Donor Leave

Where blood donation facilities are made available at an employer's establishment covered by this award, or at some other nearby place, an employee, who donates blood at such facility during the employee's ordinary working hours shall be entitled to one hour's paid leave on each occasion for that purpose provided that, before making payment for such leave, the employer may require satisfactory proof of the employee's blood donation. Production of the relevant Blood Bank card or certificate, properly completed, shall constitute such satisfactory proof.

38. Jury Service

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

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

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

39. Superannuation

(a) Definitions - In this clause:

- (i) "ASSET" means the Australian Superannuation Savings Employment Trust constituted by a deed made 14 October 1987, and includes any superannuation scheme which may be made in succession thereto.
- (ii) "CARE" means the Clerical Administrative Retail Employees occupational superannuation fund constituted by a deed made 18 September 1986, and includes any superannuation scheme which may be made in succession thereto.

- (iii) "Eligible employees" means:
- (1) a weekly employee (including a part-time employee) who has had 4 weeks continuous service with the employer; or
 - (2) a casual employee, who has had 76 hours or 4 weeks' service with the employer, whichever period is the longer.
- (iv) "Service with the employer" means employed to work in an establishment where such employment is governed by the terms of the Drug Factories (State) Award (hereinafter referred to as "the award").
- (v) "Ordinary-time earnings" means"
- (1) in the case of a weekly employee, his/her classification's weekly rate of pay, plus, where applicable, special rates, shift allowance rates, or first-aid attendant rate for ordinary hours of labour;
 - (2) in the case of a part-time employee, the number of ordinary hours worked in each week multiplied by the appropriate hourly rate for the classification of the employee, plus, where applicable, special rates, shift allowance rates, and first-aid attendant rate for ordinary hours of work;
 - (3) in the case of a casual employee, the number of ordinary hours worked in each week multiplied by the appropriate hourly rate for the classification of the employee for ordinary hours of work (including, where applicable, special rates, shift allowances rates, or first-aid attendant rate) plus 17 1/2 per cent of that sum, for ordinary hours of work.
- (vi) "Classification's rate of pay" and "special rates" shall mean the relevant amounts prescribed in clause 3, Wages, of this award.
- (vii) "Shift allowance rates" shall mean the relevant amounts and/or premium prescribed in subclauses (c), (d) and (e) of clause 15, Shift Work, of this award.
- (viii) "First-aid attendant rate" shall mean the relevant amount prescribed in subclause (q) of clause 28, General Conditions, of this award.
- (ix) Ordinary-time earnings shall also include any "overaward payment".
- "Overaward payment" means the amount (whether it be termed "overaward payment", "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of the award rate of pay for the classification in which such an employee is engaged. Provided that such payment shall exclude payments related to overtime, shift premiums, penalty rates and meal money allowance and any other ancillary payment of a like nature prescribed by this award.
- (x) "Union" means The Australian Workers' Union, New South Wales Branch, and/or the Shop, Distributive and Allied Employees' Association, New South Wales, and/or the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales.
- (xi) "The fund" means as follows:
- (1) An approved superannuation fund to which an employer, prior to 21 February 1989, was making contributions on behalf of employees, where such contributions were intended to be in satisfaction of the Superannuation Principle adopted by the State Wage Case of 1986, as varied from time to time by subsequent State Wage Case decisions, provided that this provision shall not be applicable to an employer unless such employer, on or before 14 July 1989, files with the Industrial Registrar an election to adopt such fund and such

election is not disallowed by order of the Commission after hearing the employer and the relevant union.

An election under this subparagraph shall set out the name and date of inception of the fund and the extent of contributions per employee, together with information relevant to establishing that the fund is an approved fund and that contributions were intended to be in satisfaction of the Superannuation Principle.

- (2) Notwithstanding the above, where an employer, prior to 21 February 1989, is not making the contributions specified in paragraph (1) hereof, then it shall be ASSET or CARE as determined by the majority of the award covered employees.
- (3) For the purpose of this paragraph an approved superannuation scheme means a scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

(xii) "Trustee" means either the trustee of the approved superannuation fund referred to in subparagraph (1) of paragraph (xi) of this subclause or the trustee of ASSET or CARE (whichever is the case).

(b) Enrolment

(i) Each employer shall -

- (1) as soon as practicable, if they have not already done so, after 21 February 1989, enter into a Deed of Adoption or a Deed of Adherence (whichever is the case) with the Trustee acknowledging itself to be bound by the fund trust deed; and
- (2) take all necessary steps to ensure that each of his/her eligible employees becomes a member of the fund.

(ii) Each eligible employee shall join the fund.

(c) Employer Contributions -

- (i) Each employer shall pay to the Trustee in respect of each eligible employee an amount equal to 3 per cent of the employee's ordinary time earnings from 21 February 1989.
- (ii) When an employee provided for in paragraph (iii) of subclause (a), Definitions of this clause becomes an eligible employee, the employer shall pay contributions for the qualifying period.

(d) Remitting Payments -

Each employer shall remit to the Trustee of the fund all payments due in respect of his/her employees immediately at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the Trustee and the employer.

(e) Records -

The employer shall retain all records relating to the calculation of payments due to the fund in respect of each employee and such records shall be retained for a period of six years. They shall be available for inspection by -

- (i) the officials of the union; or
- (ii) representatives of the Trustee.

(f) Statement of Contributions -

The employer shall provide to each employee a statement setting out the amount of contributions made on the employee's behalf into the fund, together with details of any authorised employee contributions made in accordance with subclause (i), Employee Contributions, of this clause.

In the case of persons employed on a seasonal basis only, such statement shall be provided at the completion of the relevant season.

In the case of other employees, such statement shall be provided yearly, at the anniversary of their membership of the fund or employment.

(g) Unpaid Contributions -

Where an employer has failed, pursuant to subparagraph (1) of paragraph (i) of subclause (b), Enrolment, of this clause, to make application to participate in the fund, the employer shall make application to participate in the fund and upon acceptance by the Trustees shall make an initial contribution to the fund, in respect of each eligible employee, equivalent to the contributions which would have been payable under subclause (c), Employer Contributions, of this clause, had the employer made application to participate in the fund and been accepted by the Trustee prior to 21 February 1989 after which the employer shall then continue to make payments as prescribed by this clause. Other than for backpayment of contributions, the employee shall not be entitled to death and disability cover until such time as the employer becomes a member of the fund, that is, the date of acceptance by the Trustees. Provided that the employer's protection in relation to death and disability cover shall be limited for a period of six months from 21 February 1989.

(h) Exemptions -

- (i) An employer may apply in writing to the Industrial Registrar for an exemption within 90 days from 21 February 1989, which is the date of the ratification of this clause by the Industrial Commission of New South Wales, in Matter No. 793 of 1988.
- (ii) Notwithstanding the provisions of paragraph (xi) of subclause (a), Definitions, the fund, in the case of Soul Pattinson Laboratories Pty Ltd, Soul Manufacturing Pty Ltd and Washington H. Soul Pattinson Ltd, shall be the Retail Employees Superannuation Trust fund.
- (iii) Notwithstanding the provisions of the said subclause (a) the fund in the case of Astra Pharmaceuticals Pty Ltd shall be the Astra Pharmaceuticals Productivity Superannuation Fund.
- (iv) R and C Products Pty Limited shall be exempt from the provisions of this clause.
- (v) Merck Sharp and Dohme (Australia) Pty Limited shall be exempt from the provisions of this clause.
- (vi) Notwithstanding the provisions of paragraph (xi) of subclause (a), Definitions, the Fund, in the case of Abbott Australasia Pty Ltd, shall be the Abbott Employees Superannuation Fund. Provided that in the event that the Abbott Employees Superannuation Fund ceases to be an approved superannuation scheme - as defined by subparagraph (3) of the said paragraph (xi) - then Abbott Australasia Pty Ltd shall cease to be exempt from subparagraph (2) of the said paragraph (xi).

(i) Employee Contributions -

Employees employed in the industry who may wish to make contributions to the fund additional to those being paid pursuant to subclause (c), Employer Contributions, of this clause shall be entitled to authorise his/her employer to pay into the fund from the employee's wages, amounts specified by the employee in accordance with the fund trust deed and rules.

(j) Statement of Service -

For the purpose of ensuring that an employee may prove his/her service in the industry so as to become an eligible employee, each employer shall, if requested by an employee, provide such an employee with a written statement setting out the dates of employment with the employer.

40. Disputes Procedure

Work shall continue without any industrial action or other sanctions, through the following procedure:

Any grievance in the first instance shall be discussed between the employee and the immediate supervisor.

Discussions between the employee/s concerned at the employee/s request the appropriate union shop steward/delegates, and the immediate supervisors;

Discussions involving the employee(s), the shop steward(s) and more senior management;

Discussions involving representatives from the State Branch of the Union(s) concerned and the employer organisation Branch representatives;

Discussion involving senior union officials and the employer organisation;

In the event that disagreement remains the parties shall notify the Industrial Registrar in accordance with Section 130 of the *Industrial Relations Act 1996*.

41. Anti-Discrimination

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

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

42. Training Conditions

(A) Application -

- (a) Subject to subparagraph (c) of this subclause, and clause 45, Area, Incidence and Duration, this clause shall apply to persons who are undertaking a traineeship (as defined) and is to be read in conjunction with this award.
- (b) Notwithstanding (a), this clause shall apply provisionally for an interim period:
 - (i) Starting upon the commencement date as recorded on a valid "Application to Establish a Traineeship" signed by both the employer and the Trainee, which has been lodged with the Commissioner for Vocational Training; and
 - (ii) Ending at the time the employer is notified that the establishment of the traineeship has been approved, or at the end of the probationary period, whichever is the later.
- (c) This award, or any former industrial agreement of the Industrial Relations Commission of New South Wales shall apply, except where inconsistent with this clause.
- (d) Notwithstanding the foregoing, this clause shall not apply to employees who were employed by an employer under this award referred to in subparagraph (a) of this subclause, prior to the date of approval of a traineeship relevant to the employer, except where agreed upon between the employer and the relevant union(s).
- (e) This clause does not apply to the apprenticeship system or any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998, or in an award that binds the employer. This clause only applies to AQF IV traineeships when the AQF III traineeship in the training package is listed in Appendix A to this award. Further, this clause also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification which is excluded from this award due to the operation of this subclause.

NOTATION: - The abbreviation 'AQF' means Australian Qualification Framework.

- (f) At the conclusion of the traineeship, this clause shall cease to apply to the employment of the trainee and the rest of this award shall apply to the former trainee.

(B) Objective -

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

(C) Definitions -

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

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

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

Traineeship means a system of training which has been approved by the relevant NSW Training Authority, and includes full time traineeships.

Training contract means an instrument which establishes a Traineeship under the *Apprenticeship and Traineeship Act 2001*(NSW).

Training Plan means a programme of training which forms part of a Training contract registered with the relevant NSW Training Authority.

Relevant NSW Training Authority means the Department of Education and Training, or successor organisation.

Year 10 - For the purposes of this clause, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

(D) Training Conditions -

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

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (ii) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in an Australian Qualification Framework Certificate Level II or above.

(E) Employment Conditions -

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration.

By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship.

- (b) A trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (c) Where the trainee completes the qualification in the Training contract, earlier than the time specified in the Training contract then the traineeship may be concluded by mutual agreement.
- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Apprenticeship and Traineeship Act 2001* (NSW), or by mutual agreement.

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

- (e) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training in accordance with the Training contract.
- (f) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any award or any other legislative entitlements.

(g)

- (i) The Training contract may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
- (ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of this award.
- (iii) No Trainee shall work shiftwork unless the relevant parties to this award agree that such shiftwork makes satisfactory provision for Structured Training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
- (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award.

- (h) All other terms and conditions of this award shall apply.

- (i) A Trainee who fails to either complete the Traineeship or who cannot for any reason, be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payment.

(F) Wages -

(i)

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

Industry/Skill Level A	Table 1
Industry/Skill Level B	Table 2
Industry/Skill Level C	Table 3

- (2) These wage rates prescribed by this clause will only apply to trainees while they are undertaking an approved traineeship which includes structured training as defined in this clause.
 - (3) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the apprenticeship system.
- (ii) Appendix A - Industry/Skill Levels, of Part C, sets out the skill level of a traineeship. The industry/Skill levels contained in Appendix A are illustrative of the appropriate levels but are not determinative of the actual skill levels (i.e. skill levels A, B or C), that may be contained in a Traineeship Scheme. The determination of the appropriate skill level for the purpose of determining the appropriate wage shall be based on the following criteria:
- (1) Any previous agreement of the parties;
 - (2) the nature of the industry;
 - (3) the total training plan;
 - (4) recognition that training can be undertaken in stages;
 - (5) the exit skill level in the this award contemplated by the traineeship.
- In the event that the parties disagree with such determination, it shall be open to any party to the award to seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.
- (iii) For the purposes of this provision "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:
- (1) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (2) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10;
 - (3) not include any period during a calendar year in which a year of schooling is completed.
- (iv) At the conclusion of the traineeship, this clause ceases to apply to the employment of the trainee and the award shall apply to the former trainee.
- (v) The rates of pay in this award include the adjustment as set out in Part B, Monetary Rates payable under the State Wage Case of May 2007 decision. This adjustment may be offset against:
- (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.
- (vi)
- (a) Definition of Adult Trainee

An adult trainee for the purpose of this subclause is a trainee who would qualify for the highest wage rate in Industry/Skill Level A, B, or C if covered by that Industry/Skill Level.

(b) Wage Rates for Certificate IV Traineeships

- (i) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (ii) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	503.00	522.00
Industry/Skill Level B	485.00	503.00
Industry/Skill Level C	438.00	455.00

(G) Grievance Procedures -

(i) Procedure relating to grievances of individual trainees: -

- (1) A trainee shall notify the employer as to the substance of any grievance and request a meeting with the employer for bilateral discussions in order to settle the grievance.
- (2) If no remedy to the trainee's grievance is found, then the employee shall seek further discussions and attempt to resolve the grievance at a higher level of authority, where appropriate.
- (3) Reasonable time limits must be allowed for discussion at each level of authority.
- (4) At the conclusion of the discussions, the employer must provide a response to the trainee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy. At this stage an employer or a trainee may involve an employer organisation or union of which the trainee is a member.
- (5) If no resolution of the trainee's grievance can be found, then the matter may be referred to the Industrial Relations Commission of New South Wales by either the trainee or the employer or the industrial organisation representing either party.
- (6) Whilst this grievance procedure is being followed, normal work shall continue.

(ii) Procedures relating to disputes, etc. between employers and their trainees:

- (1) A question, dispute or difficulty must initially be dealt with at the workplace level where the problem has arisen. If the problem cannot be resolved at this level, the matter shall be referred to a higher level of authority.
- (2) If no resolution can be found to the question, dispute or difficulty, the matter may be referred to the Industrial Relations Commission of New South Wales by any party to the dispute or the industrial organisation representing any of the parties to the dispute.
- (3) Reasonable time limits must be allowed for discussion at each level of authority.
- (4) While a procedure is being followed, normal work must continue.
- (5) The employer may be represented by an industrial organisation of employers and the trainees may be represented by an industrial organisation of employees for
- (6) the purpose of each procedure.

43. Leave Reserved

Leave is reserved to any union party to this award to apply as it may be advised during the currency of the award in respect of:

Medical examinations
Part-time employees
Reserve Forces leave
Charge hands
Rates of pay

44. Deduction of Union Membership Fees

- (a) The employer shall deduct Union Membership fees (not including fines or levies) from the pay of any employee, provided that:
- (i) the employee has authorised the employer to make such deductions in accordance with subclause (b) herein;
 - (ii) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (iii) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (iv) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (b) The employees' authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (c) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employers election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- (i) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to 5 per cent of the monies deducted; and
 - (ii) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (d) Where an employee has already authorised the deduction of union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (e) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The union shall give the employer a minimum of two months' notice of any such change.
- (f) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (g) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance

with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.

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

45. Area, Incidence and Duration

- (a) This award shall apply to employees in drug warehouse and/or drug factories engaged in or in connection with the making, preparing, handling, putting up, reception, sale or delivery of drugs, galenicals, pharmaceutical goods, cosmetics, perfumes, toilet preparations, medical or household chemicals and all employees engaged in or in connection with the making, preparing handling, putting up, reception, sale or delivery of surgical, medical and/or hygienic dressings (other than employees within the jurisdiction of the Textile Workers' (State) Industrial Committee) and employees covered by the Warehouse Employees, Drug (State) Award, in force from time to time and all employees, other than in hospitals, engaged in the preparing and putting up of catgut and the making of catgut preparations within the State excluding the County of Yancowinna within the jurisdiction of the Drug Employees' (State) Industrial Committee.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Drug Factories (State) Award published 1 June 2001 (325 I.G. 1) and all variations thereof.
- (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 10 March 2008.
- (d) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Wages

Item No.	Classification	Base Rate (Includes 2006 SWC) \$	SWC 2007 Per Week \$	Total Rate per Week \$
-				
DIVISION I				
1	Chief Chemist	656.05	20.00	676.05
2	Research Chemist	617.15	20.00	637.15

3	Analytical and/or process Chemist	587.20	20.00	607.20
4	Trainee Chemist - First year of adult service Second year of adult service Third year of adult service	536.30 552.70 569.20	20.00 20.00 20.00	556.30 572.70 589.20
5	Laboratory Assistant	544.30	20.00	564.30
DIVISION II -				
6	Pill Making	548.30	20.00	568.30
7	Pill and Tablet Making	548.30	20.00	568.30
8	Manufacturing complex Pharmaceuticals involving a chemical change	548.30	20.00	568.30
9	Granulating (hand, Machine and/or hot table)	548.30	20.00	568.30
DIVISION III -				
10	Tablet Compressing	542.20	20.00	562.20
11	Hydrogen Peroxide	542.20	20.00	562.20
12	Spirit recovery still operator	542.20	20.00	562.20
13	Spiritous percolating	542.20	20.00	562.20
14	Nail Lacquer	542.20	20.00	562.20
15	Manufacturing empty hard Gelatine capsules	542.20	20.00	562.20
16	Machine attendant	542.20	20.00	562.20
DIVISION IV -				
17	Fluid Magnesia	537.70	20.00	557.70
18	Emulsions (cod liver oil and paraffin types)	537.70	20.00	557.70
19	Toothpaste	537.70	20.00	557.70
20	Ointments	537.70	20.00	557.70
21	Cosmetics for Males and Females	537.70	20.00	557.70
22	Perfumes	537.70	20.00	557.70
23	Creams	537.70	20.00	557.70
24	Lotions and repellents	537.70	20.00	557.70
25	Hair Sprays	537.70	20.00	557.70
26	Hair oils and hair tints	537.70	20.00	557.70
27	Manufacturing pharmaceuticals not Otherwise provided for	537.70	20.00	557.70
28	Bottle Checker and sorter	537.70	20.00	557.70
29	Filling raw materials, partly processed materials &/or finished products into bulk receptacles for subsequent processing	537.70	20.00	557.70
30	Manufacture for any of the above items for aerosol packs	537.70	20.00	557.70
DIVISION V -				
31	Laboratory Attendant	528.50	20.00	548.50

32	Household chemicals, cleaners and detergents	528.50	20.00	548.50
33	Bottle washer (by hand or machine)	528.50	20.00	548.50
34	Quality Inspector	528.50	20.00	548.50
35	APC and Seiditz powder machine operator	528.50	20.00	548.50
36	Filling and finishing retail packs up to transfer point from factory end of line packaging departments to warehouse and dispatch departments	528.50	20.00	548.50
37	Cutting, filling or sealing Ampoules	528.50	20.00	548.50
38	All other employees not otherwise provided for	528.50	20.00	548.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(d)(i)	Junior trainee lab assistants who undertake an appropriate certificate course	1.79 per week
2	3(d)(ii)	Senior hands	5.10 per week
3	3(d)(iii)	Charge Hands Allowance:	
		In charge of 1 to 5 employees	19.80 per week
		In charge of 6 to 10 employees	23.70 per week
		In charge of more than 10 employees	28.70 per week
4	3(d)(iv)	Employees appointed as checkers	4.30 per week
5	15(e)(i)	Engaged on morning or afternoon shifts	15.72 per shift
6	15(e)(ii)	Engaged on night shifts	21.17 per shift
7	17	Meal Allowance - required to work overtime in excess of 1 1/2 hours after finishing time.	11.60
8	28(f)	Required to perform work of an unusually Dirty, dusty and/or offensive nature or Temperatures of abnormal heat/cold	0.47 per hour
9	28(q)	Appointed as a first-aid attendant	2.86 per day or shift

PART C -**INDUSTRY/SKILL LEVEL RATES****Table 1 - Industry Skill Level A**

Where the accredited training course and work performed are for the purposes of generating skills which have been defined for work at industry/skill level A.

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

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.

Table 2 - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level B.

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
School Leaver	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	
Plus 5 years	467.00		

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.

Table 3 - Industry/Skill Level C

Where accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level C.

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

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.

DRUG EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIES AND CALLINGS

Employees in drug warehouses and/or drug factories, engaged in or in connection with the making, preparing, handling, putting up, reception, sale or delivery of drugs, galenicals, pharmaceutical goods, and medicinal or household chemicals, and all employees engaged in or in connection with the making, preparing, handling, putting up, reception, sale or delivery of cosmetics, perfumes, and toilet preparations and all employees other than hospitals engaged in or in connection with the making, sale or delivery of surgical, medical and/or hygienic dressings and in the preparing and putting up of catgut and the making of catgut preparations within the State, excluding the County of Yancowinna;

excepting -

Storepersons and packers;

Watchpersons, caretakers, cleaners, lift attendants and porters;

Clerks;

Carters, grooms, stablepersons, yardpersons and drivers of motor and other power-propelled vehicles;

Employees of the Sydney County Council and the Council of the City of Newcastle;

Employees engaged in the manufacture of tartaric acid, cream of tartar, or any by-product thereof;

Employees engaged in and about the grinding of drugs;

and excepting also employees within the jurisdiction of the following Industrial Committees:

Pharmacists (State);

Retail Employees (State);

Textile Workers (State)

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

DRY CLEANING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1170 of 2008)

Before Commissioner McKenna

29 July 2008

VARIATION

1. Delete subclause 14.4 of clause 14, Rates of Pay, of the award published 30 November 2001 (329 I.G. 1111) and insert in lieu thereof the following:
 - 14.4 The rates of pay in this Award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
 - (i) Any equivalent over award payments, and/or
 - (ii) Award Wage increase since 29 May 1991 other than Safety Net, State Wage Case, and minimum wage adjustments.
2. Delete Part B - Monetary Rates and insert in lieu thereof the following:

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

Group	Classification	Total Minimum Award Rate per week \$
A	Invisible mender, Tailor or tailoress	607.90
B	Presser Receiver and dispatcher in charge A (namely a person in charge of a depot and responsible for the keeping of records and responsible for cash) Cleaner (operating dry cleaning machine)	571.40
C	Repairer (other than tailor or tailoress) Spotter presser (off-set press) Hand ironer receiver and/or dispatcher	571.40
D	Wet cleaner, Steam air finisher, Examiner of garments, Assembler of garments, Sorter of garments	562.70
E	All other	552.70

Table 2 - Other Rates and Allowances

Allowances payable from the beginning of the first pay period to commence on or after 21 August 2008.

Item No.	Clause No.	Brief Description	Amount \$
1	17.1.1	Meal Money	5.85

3. This variation shall take effect from the first full pay period to commence on or after 21 August 2008.

D. S. McKENNA, Commissioner

Printed by the authority of the Industrial Registrar.

FOOTWEAR MANUFACTURING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1171 of 2008)

Before Commissioner McKenna

29 July 2008

VARIATION

1. Delete subclause 8.2, of clause 8, Rates of Pay, of the award published 9 May 2008 (365 I.G. 1523), and insert in lieu thereof the following:
 - 8.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B - Monetary Rates, and insert in lieu thereof the following:

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

The following rates of pay are payable from the beginning of the first pay period to commence on or after 7 September 2008.

Adult Rates of Pay - Clause 8

Classification Skill Level	Minimum Weekly Award Wage Rate * \$
Trainee	552.70
1	562.70
2	586.10
3	607.90
4	642.90
5#	686.30

* The weekly award wage rate for ordinary hours combines the base rate, supplementary payment and arbitrated safety net adjustments and State Wage Case decisions awarded since May 1991 Review of Wage Fixing Principles.

Wage Band

Junior Rates of Pay - Clause 15

	Percentage of Skill Level 1 Skill Level 1 = \$562.70 %	Minimum Weekly Award Rate \$
Under 16 years of age	44%	247.60
16 years and under 17 years	55%	309.50
17 years and under 18 years	66%	371.40
18 years and under 19 years	77%	433.30
19 years and under 20 years	86%	483.90
20 years and under 21 years	94%	528.95
At 21 years of age	Appropriate Adult Rate	

Apprentice Rates of Pay - 4 Year Term - Clause 12

Experience Four Year Term	% of Skill Level 3 (Skill Level 3 = \$607.90)	Minimum Weekly Award Rate \$
1st year		
1st six months	47%	285.70
2nd six months	55%	334.35
2nd year		
1st six months	60%	364.75
2nd six months	65%	395.15
3rd year		
1st six months	75%	455.95
2nd six months	80%	486.30
4th year		
1st six months	90%	547.10
2nd six months	95%	577.50

Apprentice Rates of Pay - 3 Year Term - Clause 12

Experience Four Year Term	% of Skill Level 3 (Skill Level 3 = \$607.90)	Minimum Weekly Award Rate \$
1st year		
1st six months	60%	364.70
2nd six months	65%	395.05
2nd year		
1st six months	75%	455.85
2nd six months	80%	486.25
3rd year		
1st six months	90%	547.00
2nd six months	95%	577.50

Table 2 - Other Rates and Allowances

The allowances in this table shall be payable from the beginning of the first pay period to commence on or after 7 September 2008.

No.	Clause No.	Brief Description	Amount \$
1	10	Leading Hands - 3 to 10	24.10 per week
2		11 to 20	36.85 per week
3		21 or more	46.35 per week

4	24.4	Meal Allowance	9.45
5	26.6.2	Change of shift without 2 days' notice	17.80
6	43.1	First-aid Attendants -	
		1 - 50 employees	10.90
		51 employees or more	13.75

3. This variation shall take effect from the first full pay period commencing on or before 7 September 2008.

D. S. McKENNA, Commissioner

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GELATINE AND GLUE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1148 of 2008)

Before Commissioner Tabbaa

25 July 2008

VARIATION

1. Delete subclause (f) of clause 2, Rates of Pay of the award published 14 March 2008 (365 I.G. 241), and insert in lieu thereof the following:
 - (f) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. 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 - Wages**

Grade	Adhesive and Glue Stream as of 18 February 2008 \$	Adhesive and Glue Stream as of 18 February 2009 \$	Gelatine and By Product Stream as of 18 February 2008 \$	Gelatine and By Product Stream as of 18 February 2009 \$
6	651.90	678.00	651.90	678.00
5	631.10	656.30	631.10	656.30
4	608.20	632.50	608.20	632.50
3	579.00	602.20	579.00	602.20
2	558.20	580.50	574.80	597.80
1	548.50	570.40	554.00	576.20

Table 2 - Junior Rates

Age	Percentage
At 16 years of age and under	70
At 17 years of age	85
At 18 years of age	100

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount as of 18 February 2008 per week \$	Amount as of 18 February 2009 per week \$
1	4(a)(i)	Leading hand up to 10 employees	23.15	24.10
2	4(a)(ii)	Leading hand over 10 employees	32.05	33.35
3	4(b)	Industry allowances - Gelatine and By Products Stream	17.65	18.35
4	4(c)	Boiler Attendants Allowance	11.00	11.45
5	9(d)	Meal Allowance - 1st meal	8.93	9.33
6	9(d)	Meal Allowance - 2nd and subsequent meal	8.93	9.33
7	18(c)	Laundry Allowance	7.00	7.17
8	32(c)	First Aid Allowance	10.75	11.18

3. The variation shall take effect from the first full pay period to commence on or after 18 February 2009.

I. TABBAA, Commissioner

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GENERAL CONSTRUCTION AND MAINTENANCE, CIVIL AND MECHANICAL ENGINEERING, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4420 published 24 March 2006

(358 I.G. 449)

(Nos. IRC 7161 of 2003, 3377 & 4628 of 2004)

CORRECTION

- 1. Delete the reference "Clause 3(viii)" in subclause (ii) Daily Hire Employees, of clause 3 Wages, and substitute the following:

x	Follow the Job Loading	Clause 3(ix)
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- 2. Insert after subclause (viii) of clause 3, Wages, the following new subclause (ix):

- (ix) The Follow the Job Loading calculation is fifty two over fifty point four (52/50.4).

G. M. GRIMSON *Industrial Registrar.*

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HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1137 of 2008)

Before Commissioner Bishop

25 July 2008

VARIATION

1. Delete clause 31, State Wage Case Adjustment, of the award published 4 May 2001 (324 I.G. 497) and insert in lieu thereof the following:

31. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances, of Part B Monetary Rates and insert in lieu thereof the following:

Table 1 - Rates of Pay

Grade	Full Time \$	Hourly Rate \$
Level 1	545.40	14.35
Level 2	562.70	14.81
Level 3A	586.10	15.42
Level 3B	603.20	15.87
Level 4	606.10	15.95
Level 5	642.90	16.92
Level 6	708.70	18.65

Junior Rates for Levels 1,2 and 3	Percentage of Appropriate Adult Rate
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Per Week \$
1	2(c)	Supervisory loadings - Up to 5 employees	22.85 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	31.10 per week
3	2(c)	Supervisory loadings - 11 or more employees	41.85 per week
4	21(a)	First-aid allowance	10.70 per week 2.14 per shift
5	23(a)	Stocking allowance	2.96 per week 0.59 per day
	23(b)	Toilet cleaning allowance	8.75
	23(c)	Laundry Allowance	7.65 per week 1.53 per day
	23(d)	Broken Shift Allowance: For each broken shift so worked Excess fares allowance	11.45 per day 8.30 per week or 1.66 per day

3. This variation shall take effect from the first full pay period to commence on or after 12 August 2008.

E. A. R. BISHOP, Commissioner

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LOCAL GOVERNMENT (STATE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 1011 of 2008)

Before Commissioner Murphy

8 July 2008

VARIATION

1. Delete in Table 2 - Tool Allowance of the award published 30 November 2007 (364 I.G. 491), and insert in lieu thereof the following:

	First Pay Period 01/11/07 \$	First Pay Period 08/07/08 \$	First Pay Period 01/11/08 \$	First Pay Period 01/11/09 \$
Clause 13(v)(a) Tool Allowances				
Bricklayer	17.10 p.w.	17.50 p.w.	17.50 p.w.	17.50 p.w.
Carpenter & Plumber	24.20 p.w.	24.70 p.w.	24.70 p.w.	24.70 p.w.
Metal & Mechanical Trades	24.20 p.w.	24.70 p.w.	24.70 p.w.	24.70 p.w.
Painter & Signwriter	5.80 p.w.	5.90 p.w.	5.90 p.w.	5.90 p.w.
Plasterer	20.00 p.w.	20.40 p.w.	20.40 p.w.	20.40 p.w.
Clause 13(v)(d) Insurance Value	1402.00 p.a.	1431.00 p.a.	1431.00 p.a.	1431.00 p.a.

2. This variation as to tool allowances shall take effect from the first full pay period to commence on or after 8 July 2008.

J. P. MURPHY, Commissioner

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(1034)

SERIAL C6562**METAL TRADES (TRAINING WAGE) (STATE) AWARD**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

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

(Nos. IRC 1634 of 2007 and 57 of 2008)

Before The Honourable Mr Deputy President Harrison
Mr Deputy President Sams
Mr Deputy President Grayson

22 May 2008

VARIATION

1. Delete subclause (d), of clause 7, Wages, of the award published 19 October 2001 (328. I.G. 1045) and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2004, 2005, 2006 and 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

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

	Highest year of schooling completed					
	Year 10 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 10 2007 SWC eff. 31.3.08 \$	Year 11 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 11 2007 SWC eff. 31.3.08 \$	Year 12 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 12 2007 SWC eff. 31.3.08 \$
School leaver	229.00	237.00	252.00	261.00	303.00	313.00
Plus 1 year out of school	252.00	261.00	303.00	313.00	352.00	364.00
Plus 2 years	303.00	313.00	352.00	364.00	410.00	424.00
Plus 3 years	352.00	364.00	410.00	424.00	469.00	485.00
Plus 4 years	410.00	424.00	469.00	485.00	469.00	485.00
Plus 5 years or more	469.00	485.00	469.00	485.00	469.00	485.00

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

Table 2 - Weekly Rates - Industry/Skill Level B

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

	Highest year of schooling completed					
	Year 10 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 10 2007 SWC eff. 31.3.08 \$	Year 11 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 11 2007 SWC eff. 31.3.08 \$	Year 12 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 12 2007 SWC eff. 31.3.08 \$
School leaver	229.00	237.00	252.00	261.00	293.00	303.00
Plus 1 year out of school	252.00	261.00	293.00	303.00	337.00	349.00
Plus 2 years	293.00	303.00	337.00	349.00	396.00	410.00
Plus 3 years	337.00	349.00	396.00	410.00	451.00	467.00
Plus 4 years	396.00	410.00	451.00	467.00	451.00	467.00
Plus 5 years or more	451.00	467.00	451.00	467.00	451.00	467.00

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

Table 3 - Weekly Rates - Industry/Skill Level C

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

	Highest year of schooling completed					
	Year 10 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 10 2007 SWC eff. 31.3.08 \$	Year 11 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 11 2007 SWC eff. 31.3.08 \$	Year 12 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 12 2007 SWC eff. 31.3.08 \$
School leaver	229.00	237.00	252.00	261.00	289.00	300.00
Plus 1 year out of school	252.00	261.00	289.00	300.00	325.00	338.00
Plus 2 years	289.00	300.00	325.00	338.00	363.00	377.00
Plus 3 years	325.00	338.00	363.00	377.00	406.00	422.00
Plus 4 years	363.00	377.00	406.00	422.00	406.00	422.00
Plus 5 years or more	406.00	422.00	406.00	422.00	406.00	422.00

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

Table 4 - Weekly Rates - Industry/Skill Level C

	Year 11 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 11 2007 SWC eff. 31.3.08 \$	Year 12 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 12 2007 SWC eff. 31.3.08 \$
School based Traineeships skill Levels A, B, C	229.00	237.00	252.00	261.00

Table 5 - Hourly Rates for Trainees Who have Left School

SKILL LEVEL A	Year 10 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 10 2007 SWC eff. 31.3.08 \$	Year 11 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 11 2007 SWC eff. 31.3.08 \$	Year 12 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 12 2007 SWC eff. 31.3.08 \$
School leaver	7.53	7.80	8.29	8.59	9.97	10.30
Plus 1 year out of school	8.29	8.59	9.97	10.30	11.58	11.97
Plus 2 years	9.97	10.30	11.58	11.97	13.49	13.95
Plus 3 years	11.58	11.97	13.49	13.95	15.43	15.95
Plus 4 years	13.49	13.95	15.43	15.95	15.43	15.95
Plus 5 years or more	15.43	15.95	15.43	15.95	15.43	15.95
SKILL LEVEL B						
School leaver	7.53	7.80	8.29	8.59	9.64	9.97
Plus 1 year out of school	8.29	8.59	9.64	9.97	11.09	11.48
Plus 2 years	9.64	9.97	11.09	11.48	13.03	13.49
Plus 3 years	11.09	11.48	13.03	13.49	14.84	15.36
Plus 4 years	13.03	13.49	14.84	15.36	14.84	15.36
Plus 5 years or more	14.84	15.36	14.84	15.36	14.84	15.36
SKILL LEVEL C						
School leaver	7.53	7.80	8.29	8.59	9.51	9.87
Plus 1 year out of school	8.29	8.59	9.51	9.87	10.69	11.12
Plus 2 years	9.51	9.87	10.69	11.12	11.94	12.40
Plus 3 years	10.69	11.12	11.94	12.40	13.36	13.88
Plus 4 years	11.94	12.40	13.36	13.88	13.36	13.88
Plus 5 years or more	13.36	13.88	13.36	13.88	13.36	13.88

Table 6 - Hourly Rates for School Based Traineeships

	Year 11 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 11 2007 SWC eff. 31.3.08 \$	Year 12 2004, 2005, & 2006 eff. ffpp 16.1.08 \$	Year 12 2007 SWC eff. 31.3.08 \$
School based Traineeships skill Levels A, B, C	7.53	7.80	8.29	8.59

3. The variations for the SWC 2004, 2005, 2006 take effect from the first full pay period commencing on and from 16 January 2008, and the 2007 SWC takes effect from the first full pay period commencing on and from 31 March 2008.

R. W. HARRISON *D.P.*
P. J. SAMS *D.P.*
J. P. GRAYSON *D.P.*

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MISCELLANEOUS GARDENERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1149 of 2008)

Before Commissioner Bishop

4 August 2008

VARIATION

1. Delete paragraph (b) of subclause (i) of clause 10, Wages of the award published 20 April 2001 (324 I.G. 16), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
 - (1) any equivalent overaward payments, and/or
 - (2) 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:

Table 1 - Wages

Classification	Former Rate Per Week \$	SWC 2008 %	New Rate Per Week \$
Introductory Level	524.40	4.0	545.40
Level 1	541.10	4.0	562.70
Level 2	563.60	4.0	586.10
Level 3	584.50	4.0	607.90
Level 4	618.20	4.0	642.90

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount \$
1	11(i)	Leading Hand Allowance	24.90 per week, or 4.98 per day	25.90 per week, or 5.18 per day
2	11(ii)	First Aid Certificate	13.54 per week	14.08 per week
3	11(ii)	First Aid Certificate	2.70 per day	2.81 per day
4	11(iii)	Meal Money	8.25 per meal	8.60 per meal

3. This variation shall take effect from the first full pay period to commence on or after 4 September 2008.

E. A. R. BISHOP, Commissioner

MISCELLANEOUS WORKERS' - INDEPENDENT SCHOOLS AND COLLEGES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1138 of 2008)

Before Commissioner Bishop

25 July 2008

VARIATION

1. Delete subclause (v), of clause 13, Wages and Classification Structure, of the award published 4 May 2001 (324 I.G. 579), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Table 1 - Wage Rates, and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wage Rates

Classification	Former Rate per week \$	State Wage Case 2008 increase \$	New Rate Per Week \$
LEVEL 6	667.70	4%	694.40
LEVEL 5	645.30	4%	671.10
LEVEL 4	607.40	4%	631.70
LEVEL 3	586.70	4%	610.15
LEVEL 2	574.90	4%	597.90
LEVEL 1	562.60	4%	585.10

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount \$
1	11(v)(a) and (b)	Meal Allowance - Overtime		
		First Meal	8.75	9.15
		Second and subsequent meals	8.75	9.15
2	15(i)	Toilet Cleaning	8.05 per week	8.37 per week
3	15 (ii)	Leading Hands in Charge of:	Per Week	Per Week
		1-5 employees	20.39	21.21
		6-10 employees	25.37	26.38
		11-15 employees	34.08	35.44
		16-20 employees	41.19	42.84
		Over 20 employees	41.19	42.84
Each extra employee over 20 employees	0.58 cents	0.60 cents		

4	15 (iii)	First Aid Allowance	12.23 per week 2.45 per day to a maximum of 12.23 per week	12.72 per week 2.55 per day to a maximum of 12.72 per week
5	15 (iv)(a) and (b)	Uniforms - Laundering Allowances Uniforms Aprons Chefs Overalls Trousers	6.57 per week 1.31 per shift 2.93 per week 8.98 per week	6.73 per week 1.34 per shift 3.00 per week 9.20 per week
6	15(v)	Qualification Allowance Cleaning Supervisor's Course	16.60 per week 3.32 per day	17.25 per week 3.45 per day
7	15(viii)	Refuse Disposal - Cleaners	0.86 cents per hour Maximum 17.49 per week	0.89 cents per hour Maximum 18.19 per week
8	15(ix)	Multi-purpose Machines - cleaners	2.22 per shift	2.31 per shift
9	15(x)	Locomotion Allowance - General Service Employees Stream Employee providing own vehicle Employee providing own bicycle	22.08 per shift plus fuel 1.99 per shift	23.60 per shift plus fuel 2.13 per shift
10	16(i)(a), 16(i)(b), 16(i)(c)	Broken Shift Allowances (a) Three shifts per day (b) Two shifts per day	8.56 per day 3.93 per day	8.90 per day 4.09 per day
11	16(i)(c)	Excess Fares Allowances	8.00 per week	8.46 per week
12	33(ii)	Tool Allowance - Apprentice Cooks - where tools not supplied	0.84 per week	0.87 per week

3. This variation shall take effect from the first full pay period to commence on or after 18 October 2008.

E. A. R. BISHOP, Commissioner

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MISCELLANEOUS WORKERS HOME CARE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1146 of 2008)

Before Commissioner Bishop

14 August 2008

VARIATION

1. Delete the first paragraph in clause 5, Wage Rates, of the award published 4 August 2000 (317 I.G. 618), and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case of 2008. 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

Classification	Former Rate per week \$	SWC June 2008 \$	Total Rate per week \$
Field Staff Grade 1	589.00	20.00	612.56
Field Staff Grade 2	612.00	20.00	636.48
Field Staff Grade 3	648.00	20.00	673.92
Live-in Houseworker Grade 1*	765.70	-	796.33
Live-in Houseworker Grade 2*	856.80	-	891.07
Live-in Houseworker Grade 3*	1006.02	-	1,046.26
*For part-time and casual rates refer clause 7 (iii) and 8 (ii) of the award. Wage totals for Live-in Houseworker rates include the All Incidents Loading per clause 5 (iv) (d) of the award which is reflected in the total rate. The Live-In Houseworker Grade 3 rate also includes a 3.5% special loading which is also reflected in the wage total.			

Table 2 - Other Wage Rates

Rate	Field Staff Grade 1 \$	Field Staff Grade 2 \$	Field Staff Grade 3 \$
Part-time minimum daily payment - hourly rate	16.12	16.75	17.73
Casual per hour includes 20% loading	19.34	20.10	21.28

Composite per hour includes 20%	19.34	20.10	21.28
Composite casual per hour includes 20% plus 20%	23.21	24.12	25.53

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9(ii)	Shift Allowance	7.38 for each break in the shift
2	13(iii)	Sleep Over Allowance	38.79 per night
3	16	Meal Money (overtime)	9.41
4	29(i)(a)	Vehicle Allowance	0.72 per kilometre

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 30 August 2008.

E. A. R. BISHOP, Commissioner

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MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1145 of 2008)

Before Commissioner Bishop

4 August 2008

VARIATION

1. Delete subclause 12.2 clause 12, Classifications and Wage Rates, of the Award published 31 August 2001 (327 I.G. 244) and insert in lieu thereof the following:

12.2 Minimum Rates of Pay

Level & Classification	Former award rate per week \$	SWC 2008 commencing first pay period on or after 30 October 2008 \$
Introductory Level	524.40	545.40
LEVEL 1 Hospitality Services Grade 1	541.10	562.70
LEVEL 2 Hospitality Services Grade 2 Leisure Attendant Grade 1 Hospitality Administration and Front Office Grade 1	566.20 566.20 566.20	588.80 588.80 588.80
LEVEL 3 Hospitality Services Grade 3 Hospitality Administration and Front Office Grade 2 Leisure Attendant Grade 2	584.50 584.50 584.50	607.90 607.90 607.90
LEVEL 4 Hospitality Services Grade 4 Hospitality Administration and Front Office Grade 3 Leisure Attendant Grade 3	618.20 618.20 618.20	642.90 642.90 642.90
LEVEL 5 Hospitality Services Grade 5 Hospitality Administration and Front Office Supervisor	659.90 659.90	686.30 686.30
LEVEL 6 Hospitality Services Grade 6	678.80	706.00

2. Delete subclause 12.4 of the said clause 12, and insert in lieu thereof the following:

12.4 The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

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

3. Delete Clause 16 Allowances, and insert in lieu thereof the following:

16. Allowances

16.1 Meal Allowance

16.1.1 A full time or regular part-time employee required to work overtime for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall either be supplied with a meal by the employer or paid \$11.55 meal money.

16.1.2 If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than the amount advised, he or she shall be paid as above prescribed for the meal which he or she has provided but which is surplus.

16.2 Broken periods of work allowance

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of hours	Rate per day \$
Under 10	Nil
10 but under 10-1/2	1.24
10-1/2 but under 11-1/2	2.43
11-1/2 or more	3.67

16.3 Penalty rates not cumulative

Except as provided in clause 19 - Meal breaks of this Award where time worked is required to be paid for at more than the ordinary rate, such time shall not be subject to more than one penalty, but shall be subject to that penalty which is to the employee's greatest advantage.

16.4 Board and lodging

16.4.1

- (a) Where board and residence is made available to adult employees the employer shall have the right to deduct from the pay of the employees residing on the premises an amount of \$136.40 per week of seven days.
- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of the employee for lodging shall be \$134.60 per week of seven days.

16.4.2

- (a) Where lodging only is made available to adult employees, the employer shall have the right to deduct from the pay of the employee residing on the premises the sum of \$130.10 per week of seven days.
- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of such employee for lodging, shall be \$129.75 per week of seven days.

16.4.3 In the case of employees who do not reside on the employer's premises a deduction at the rate of \$7.35 for each meal supplied and consumed during the employee's spread of working hours may be deducted by the employer.

16.4.4 The rates for board and lodging for adults shall be increased or decreased by 21 cents, for each meal by one cent, for every 50 cents per week alteration in the rate of classification Hospitality services grade 1 in clause 12 - Classification and wage rates.

16.4.5 Junior employees receiving adult rates of pay as prescribed in this Award shall be subject to the deductions applicable to adults prescribed in this clause.

16.4.6 Junior employees receiving junior rates of pay shall be subject to a deduction at the rate of 50 cents for each meal supplied and consumed during the employee's spread of working hours.

16.5 Laundry allowance

Where any employee is required to wear a special uniform such uniform shall be provided and laundered by the employer free of cost to the employee or if mutually agreed that the employee shall launder such uniform the employer shall pay the employee \$2.34 for each uniform so laundered with a maximum of \$7.30 per week.

16.6 Clothing, equipment and tools

16.6.1 Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied without cost to the employee. Where protective clothing is supplied without cost to the employee, it will remain the property of the employer. In the event of a dispute, the necessity for the provision of protective clothing may be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.

16.6.2 Where the employer requires an employee to provide and use any tools, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause shall not apply where the employer supplied such items without cost to the employee.

16.6.3 An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and the value of them. If, when an employee ceases employment the employee does not return the item/s of uniform and property (or any of them) in accordance with receipt the employer will be entitled to deduct the value as stated on the receipt from the employees wages.

16.6.4 In the case of genuine wear and tear, damage, loss, or theft that is not the employee's fault the provision of 16.6.3 will not apply.

16.6.5 Any disagreement concerning the value of item/s of uniform and any other aspect of this clause shall be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.

16.7 Travelling, transport and fares

16.7.1 Where an employee is detained at work until it is too late to travel by the last ordinary train, tram, vessel or other regular conveyance to his or her usual place of residence the employer shall either provide proper conveyance or provide accommodation for the night free of charge.

16.7.2 If an employee is required to start work before his ordinary commencing time and before the first ordinary means of conveyance (hereinbefore prescribed) is available to convey him or her from his or her usual place of residence to the place of employment, the employer shall provide a conveyance or pay the cost thereof.

16.7.3 Where a full time or regular part-time employee is engaged for work outside a distance of 44 kilometres from the place of engagement he or she shall be paid all fares actually and necessarily incurred in travelling from the place of engagement to the place of employment; provided that if

the employee leaves his or her place of employment or is dismissed for misconduct within a period of three months of the date engagement, the employer may recover from the employee the fare paid on engagement.

16.8 Overnight Stay

Where the employer requests and an employee agrees to stay overnight on the employer's premises for a period outside that of the employee's normal rostered hours of duty, the following arrangements shall apply:

16.8.1 An employee shall be entitled to an amount of \$40.25 per overnight stay period.

16.8.2 This payment shall be deemed to provide compensation for the overnight stay and also includes compensation for all work necessarily undertaken by an employee up to a total of one hour's duration.

16.8.3 Any work necessarily performed during an overnight stay period by the employee in excess of a total of one hour's duration shall be paid for at the rate of time and one half. The payments referred to above shall not extend beyond the period of the overnight stay.

16.8.4 Any time worked under 16.8.2 or 16.8.3 shall not be taken into account for the purposes of Clause 8 - Types of Employment, Clause 18 - Hours of Work or Clause 20 - Overtime of this award.

16.8.5 An employee required to stay overnight in accordance with this clause without being notified on the previous day or earlier that he or she will be so required shall either be supplied with a meal by the employer or paid \$10.80 meal money.

4. Delete subclause 18.8 Work outside daily hours, of clause 18, Hours of Work, and insert in lieu thereof the following:

18.8 Work outside daily hours

18.8.1 Full time or regular part-time employees who are required to work any of their ordinary hours outside the hours of 7.00 a.m. to 7.00 p.m. on Monday to Friday inclusive, shall be paid \$1.64 per hour, or part thereof, for any such time worked outside the said hours with a minimum payment of \$2.51 for any one day.

5. This variation shall take effect on and from the first full pay period to commence on or after 30 October 2008.

E. A. R. BISHOP, Commissioner

PARKING ATTENDANTS, &c. (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1143 of 2008)

Before Commissioner Bishop

25 July 2008

VARIATION

1. Delete clause 6, Wages, of the award published 8 December 2000 (320 I.G. 1171) and insert in lieu thereof the following:

6. Wages

- (i) The minimum adult weekly rates of pay for each classification, are as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. 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.
- (iii) Junior Employees - The minimum rates of pay to be paid to junior employees shall be the following percentages of the appropriate adult rate of pay as prescribed in subclause (i) of this clause:

	Percentage per week
Under 18 years of age	70
At 18 years of age	100

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

		Weekly Rates For Full Time Employees		
		A	B	C
Award Classification	Relativity to Metal Industry Tradesperson \$	Former Rates per week \$	SWC 2008 per week %	Total Rates per week \$
Parking Attendant	82.0%	541.10	4.0	562.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Payable \$
1	6A	Meal Allowance	8.55 per meal
2	6A	Employee in Charge Allowance	32.70 per week
3	6A	First Aid Allowance - Weekly Employee	14.70 per week
4	6A	First Aid Allowance - Other Employee	2.90 per shift
5	6A	Laundrying Allowance - Weekly Employee	10.60 per week
6	6A	Laundrying Allowance - Other Employee	2.10 per shift

3. This variation shall take effect from the beginning of the first pay period to commence on or after 31 July 2008.

E. A. R. BISHOP, Commissioner

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PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 704 of 2008)

Before Commissioner McLeay

21 July 2008

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

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classifications and Salaries,
4.	All Incidence of Employment Allowance
5.	Hours of Work
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements.
8.	Saving of Rights
9.	Anti-Discrimination
10.	Dispute Avoidance and Settling Procedures

PART B**MONETARY RATES**

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

2. Area, Incidence and Duration

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award published 12 August 2005 (353 I.G. 107) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commissions of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 21 July 2008.

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

3. Classification and Salaries, Adjustments to Rates of Pay

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.
- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the Editor of Debates.

4. All Incidence of Employment Allowance

In addition to the salary rates prescribed in clause 3 Classifications and salaries, employees shall be paid an all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

5. Hours of Work

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.
- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

6. Leave Entitlements

- (a) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
- (b) All Reporting Staff working under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.

7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements

7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

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

7.2 Family and Community Service Leave - general

- (a) The Editor of Debates may grant family and community service leave to an employee:
 - (1) for reasons related to the family responsibilities of the employee, or
 - (2) for reasons related to the performance of community service by the employee, or
 - (3) in a case of pressing necessity.
- (b) Family and Community Service Leave replaces Short Leave.
- (c) An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

7.3 Family and Community Service Leave - entitlement.

- (a) The maximum amount of family and community service leave on full pay that may be granted to an employee is:
 - (1) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (2) 1 working day for each year of service after 2 years' continuous service, minus any period of family and community service leave already taken by the employee,

whichever is the greater period.

- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

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

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

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

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 7.1 Definitions of this clause.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 7.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Editor of Debates may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) 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 to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

7.7 Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

7.8 Use of other leave entitlements

The Editor of Debates may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

8. Saving of Rights

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

9. Anti-Discrimination

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

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause

10. Dispute Avoidance and Settling Procedures

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Executive Manager may authorise alternative working arrangements.

Step 1

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

Step 2

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

Step 3

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and the Executive Manager and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the Executive Manager will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

Step 4

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

PART B**MONETARY RATES****Table 1 - Salaries effective from 13 July 2007**

Classification	13.7.2007 \$
Reporter	
1st year of service	68,784
2nd year of service	71,547
3rd year of service	75,311
4th year of service	78,427
5th year of service	80,683
Senior Reporter	83,077
Sub Editor	89,496
Senior Sub Editor	94,828
Deputy Editor	100,667

Table 2 - All Incidence of Employment Allowance- All Classifications

Classification	13.7.2007 \$
All Reporting staff	13,869

J. McLEAY, Commissioner

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PLASTIC MOULDING, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1141 of 2008)

Before Commissioner McKenna

24 July 2008

VARIATION

1. Delete subclause (ii) of clause 5, Wages, of the award published 2 November 2001 (329 I.G. 83), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include all the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May, 1991 other than safety net, State Wage Case and minimum rate adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Adult Employees			
Weekly Rates for Full-time Employees			
Classification	Wage Rate, Payable as of 31 January 2008 \$	2008 State Wage Case Increase %	Wage Rate, Payable as of 31 January 2009 \$
Plastics Worker			
Grade 5	618.20	4.0	642.90
Grade 4	584.50	4.0	607.90
Grade 3	563.60	4.0	586.10
Grade 2	541.10	4.0	562.70
Grade 1	531.40	4.0	552.70

Junior Employees			
Weekly Rates for Full-time Employees			
Age	Percentage of Grade 2 %	Wage Rate, Payable as of 31 January 2008 \$	Wage Rate, Payable as of 31 January 2009 \$
Under 16 years of age	36.8	199.10	207.05
At 16 years of age	47.3	255.95	266.15
At 17 years of age	57.8	312.75	325.25
At 18 years of age	68.3	369.55	384.30

At 19 years of age	82.5	446.40	464.25
At 20 years of age	97.7	528.65	549.75

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Allowances, Payable as of 31 January 2008 \$	Allowances, Payable as of 31 January 2009 \$	Payable
1	6(i)	Meal Allowance	10.35	10.75	per meal
2	6(ii)(a)	Leading Hand: 3 to 10 employees	27.45	28.55	per week
3	6(ii)(b)	Leading Hand: 11 to 20 employees	40.80	42.45	per week
4	6(ii)(c)	Leading Hand: more than 20 employees	51.80	53.85	per week
5	6(iii)	First Aid Allowance	12.50	13.00	per week
6	6(iv)(a)	Dirty Work	0.47	0.49	per hour
7	6(iv)(b)(1)	Hot Places: between 46°C and 54°C	0.47	0.49	per hour
8	6(iv)(b)(2)	Hot Places: exceeding 54°C	0.61	0.63	per hour
9	6(iv)(c)	Wet Places	0.47	0.49	per hour
10	6(v)	Motor Allowance	0.62	0.66	per km

3. This variation shall take effect from the first full pay period to commence on or after 31 January 2009.

D. S. McKENNA, Commissioner

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PYROTECHNICS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1139 of 2008)

Before Commissioner Tabbaa

25 July 2008

VARIATION

1. Delete subclause (ii) of clause 8, Wages, of the award published 25 January 2001 (321 I.G. 1043), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Wages and Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Wages

Classification	Former Rate per week \$	State Wage Case 2008 4% \$	New Total Rate per week \$
Pyrotechnician	570.40	4.0	593.20
Mixer - dry powder	540.00	4.0	561.60
Mixer sparkler department	540.00	4.0	561.60
All other employees	531.40	4.0	552.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount \$
1	9(i)	Meal Allowance	7.85	8.20
2	9(ii)	Incremental Rates - 3rd -4th Year	8.15	8.50
3	9(ii)	Incremental Rates - 5th-9th Year	4.30	4.45
4	9(ii)	Incremental Rates - 10th Year & Thereafter	4.30	4.45
5	9(iii)	First Aid Allowance	3.20	3.35

3. This variation shall take effect from the first full pay period to commence on or after the 18 August 2008.

I. TABBAA, Commissioner

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RIVERINA WATER COUNCIL ENTERPRISE AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 1314 of 2007)

Before Commissioner Murphy

27 August 2007

AWARD**PART A**

Clause No.	Subject Matter
1.	Title
2.	Coverage and Parties
3.	Date and Period of Operation
4.	Objectives
5.	Future Negotiations
6.	Enterprise Agreements
7.	Workplace Arrangements and Consultative Process
8.	Workplace Change and Redundancy
9.	Grievance and Disputes Resolution Procedure
10.	Terms of Employment
11.	Disciplinary and Counselling Procedure
12.	Part Time Employment
13.	Temporary Employees
14.	Casual Employees
15.	Job Share Employment
16.	Appointments and Grading
17.	Alternative Duties and Functions
18.	Hours of Work
19.	Shift Work
20.	Payment
21.	Salary Sacrifice
22.	Overtime
23.	On Call
24.	Call Back
25.	Meal Time and Allowances
26.	Sick and Carer's Leave
27.	Annual Leave
28.	Long Service Leave
29.	Paid Maternity Leave.
30.	Supporting Parent Leave
31.	Council Picnic Day
32.	Award Holidays
33.	Jury Service
34.	Bereavement Leave
35.	Trade Union Leave
36.	Leave Without Pay
37.	Travelling Allowance
38.	Drivers Licences
39.	Private Motor Vehicle - Allowances
40.	Training

41. Supply Of Residence By Employer
42. Living Away Allowance
43. Wet Weather
44. Health And Safety
45. Tool Allowance
46. Telephone
47. Expenses
48. No Extra Claims
49. Out Sourcing
50. Classifications And Rates Of Pay
51. Superannuation - Additional
52. Employee Loyalty/Attendance Bonus
53. Breach of Award

APPENDICES

- Appendix A - Anti Discrimination Clause
- Appendix B - Rates of Pay
- Appendix C - Allowances

1. Title

This document, however so defined or described at law, shall be known as the Riverina Water Council Enterprise Award 2007 (hereinafter referred to as the "Award").

2. Coverage and Parties

This Award shall apply to Riverina Water County Council, (hereinafter referred to as "Riverina Water") at 91 Hammond Avenue, Wagga Wagga, New South Wales, and its employees excepting the General Manager and Senior Executive Staff.

This Award shall be read in conjunction with the Riverina Water County Council Enterprise Award 2004 published 27 May 2005 (351 I.G. 332) (hereinafter referred to as the "2004 Award") and shall prevail over the 2004 Award to the extent that this Award provides more favourable conditions of employment for employees or where the 2004 Award is silent.

The parties to this Award are Riverina Water, the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; the Electrical Trades Union of Australia, New South Wales Branch; and the Association of Professional Engineers, Scientists and Managers, Australia.

3. Date and Period of Operation

This Award shall commence on and from 1 September 2007 and shall remain in force up until 30 June 2010. This Award may be varied or rescinded:

- (i) At any time with the mutual consent of all parties to the Award;
- (ii) At any time by the Industrial Relations Commission of New South Wales if the Industrial Relations Commission of New South Wales considers that it is not contrary to the public interest to do so and that there is a substantial reason to do so;
- (iii) At any time by a court or tribunal in accordance with applicable employment law.

This Award shall cease to have force and effect on 30 June 2010.

4. Objectives

- (i) The agreed objectives of this Award are:
- (a) To continue Co-operation with Riverina Water to achieve its management plan objectives and strategies and improve productivity by taking action to reduce water wastage and ensuring pump power usage efficiency and early detection and repair methods; ensuring customer relations strategies and level of service strategies are met by delivering high quality attention and action in service to customers; taking action to reduce operating and maintenance costs; being responsible in environmental matters.
 - (b) To continue Development of the highest quality training, career opportunities and occupational health and safety programs and policies.
 - (c) To continue Delivery of quality customer service and continuous improvement programs.
- Recognition of the contributions of all employees to improvements in productivity, efficiency, and their participation in the achievement of these objectives.
- Provision of terms and conditions of employment in conjunction with operational policies and procedures.

5. Future Negotiations

At least three months before the expiry of this Award the parties are to commence negotiations for a replacement enterprise award.

6. Enterprise Agreements

The parties to this Award recognise that enterprise agreements and/or Council agreements may be entered into for alternative provisions to those in this Award.

7. Workplace Arrangements and Consultative Process

- (i) Consultative committees will be established by mutual agreement. A consultative committee shall comprise representatives of Riverina Water and employees.
- (ii) The role of a consultative committee shall be to discuss and develop methods of achieving the objectives of this Award, addressing difficulties or impediments to the achievement of those objectives, and developing alternative arrangements to those under this Award or for inclusion in enterprise agreements.
- (iii) The form, structure and procedures of consultative committees meetings shall be determined by agreement between Riverina Water and the employees.
- (iv) The members of a consultative committee reserve the right to seek advice on matters under discussion by the consultative committee.
- (v) Consultative committees shall not be utilised in respect of matters which are being or should be processed pursuant to the Grievances and Disputes Settlement procedures.
- (vi) Senior management and the unions may be invited to attend and participate in consultative committee meetings.

8. Workplace Change and Redundancy

- (i) Council's Duty to Notify
 - (a) Where Council 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

Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.

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

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

(ii) Council's duty to Discuss Change

- (a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (i)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Council to make the changes referred to in sub-clause (i)(a) and (b) of this clause.
- (c) For the purposes of the discussion, the Council shall provide to the employee(s) 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 employee(s) and any other matters likely to affect the employee(s).

(iii) Discussion Before Termination

- (a) Where Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i) (a) and (b) of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.
- (b) The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.
- (c) For the purposes of the discussion, the Council shall, as soon as practicable, provide to the employee(s) 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 category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would adversely affect the Council.

(iv) Notice to Centrelink

Where a decision has been made to terminate employees, the Council 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.

(v) Notice of Termination

- (a) Four weeks notice to terminate or pay in lieu thereof shall be given except in cases where the employee is 45 years of age or over with 5 years service, where 5 weeks notice shall be given.

(b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:

1. Three (3) months notice of termination or
2. Payment in lieu of the notice in paragraph (1.) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
3. The full notice period in paragraph (i) above shall be deemed to be service with the Council for the purposes of calculating leave entitlements under this award, regardless of whether part payment in lieu thereof is provided.

(vi) Severance Pay

(a) This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

(b) In addition to any required period of notice, and subject to subclause (v) of this Clause, the employee shall be entitled to the following:

If the Employee is less than 45 Years of Age	
Completed Years of Service with Council	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and beyond	16 weeks pay and 2 weeks pay for each additional years service up to a maximum of 10 weeks pay

Employees aged less than 45 years shall receive an entitlement of up to 26 weeks pay in accordance with the above table.

If the Employee is 45 Years of Age and Over	
Completed Years of Service with Council	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and beyond	20 weeks pay and 2 weeks pay for each additional years service up to a maximum of 6 weeks pay

Employees aged 45 years and over shall receive an entitlement of up to 26 weeks pay in accordance with the above table.

(vii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they have remained in the council's employment until the expiry of the notice period.

- (viii) During a period of notice of termination given by the council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the Council the employee shall provide proof of attendance at an interview.
- (ix) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (x) The council shall, upon receipt of a request from an employee to show employment has been terminated, provided to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xi) The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (xii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiii) Nothing in this Award shall be construed so as to require the reduction or alternation of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this award.
- (xiv) Subject to an application by the Council and further order of the Industrial Relations Commission on New South Wales (or such other person or body agreed to by all parties to the Award), Council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (vi) above if the council obtains acceptable alternative employment for an employee.
- (xv) Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.

9. Grievance and Disputes Resolution Procedure

- (i) In the event of any grievance or dispute arising in relation to this enterprise Award or to the performance of any work, or in respect of any matter which could affect the continuity of work, the work shall continue in the usual manner without bans or limitations on the performance of work while the steps below are followed.

Step 1: The grievance or dispute should firstly be discussed between the employee or employees concerned and the relevant immediate area or unit supervisor.

Step 2: If the matter is still not settled, the nature of the grievance or dispute and the remedy sought should be put in writing and submitted to the relevant immediate area or unit supervisor who shall arrange a conference with senior management and if requested, the employee/s representative.

Steps one and two should be completed within five days.

Step 3: If the matter is still not settled, a conference shall be held if requested by the employee/s, between an Official of their union and Riverina Water's appointed representative.

Step three should be arranged within five days

Step 4: If the matter is still not resolved, Riverina Water and the employee/s may refer the matter to an agreed mediator for a mediation conference which shall be attended by the employee and if requested

their union representative and a person with appropriate authority from Riverina Water. The costs of the mediation shall be born by Riverina Water.

The mediation conference is to not be held in a legalistic manner and shall be approached by all to bring about an agreed solution: The mediator will not make decisions or impose a solution on the parties unless requested to do so, in writing, by both parties.

If a settlement is reached, the terms of settlement shall be written down and signed by both parties and the mediator before the mediation conference is terminated and it shall be binding on the parties and enforceable.

Either party may terminate the mediation conference, in writing, at any time.

Step 5: If the matter is still not settled either party may apply to the Industrial Relations Commission to enable the matter to be settled by conciliation/arbitration.

- (ii) At the request of the employee/s, their union and Riverina Water may agree in stating a case for the opinion of the Commission on any question arising under this Award. The parties will use this procedure to resolve grievances and disputes.
- (iii) During the grievance and dispute resolution procedure, the work situation that existed prior to the grievance or dispute shall be maintained without prejudice to any party.
- (iv) This procedure shall not prevent Riverina Water, or if the employee/s request their union making direct representations to one another on any matter giving rise to or likely to give rise to a dispute or grievance.

10. Terms of Employment

- (i) Probationary Periods

Riverina Water, when offering employment may include a probationary period of employment of up to three months (with scope for extension of the probationary period up to a further three months) in the letter of offer of employment. Where the period of probation is extended, the employee shall be given the reasons in writing.

- (ii) Termination of Employment

- (a) Notice Of Termination

Riverina Water shall give to an employee and an employee shall give to Riverina Water notice of termination of employment of not less than four weeks. The period of notice may be reduced by mutual agreement.

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

The period of notice shall not apply to dismissal for conduct justifying instant dismissal, casual employees, or temporary employees at the end of their period of temporary employment.

- (b) Statement of Employment

Riverina Water shall, on request from an employee ceasing employment, give the employee a written statement specifying the period of employment, the employee's classification and the type of work performed by the employee.

(iii) Time off Work During the Period of Notice

An employee working during notice of termination shall be allowed at least one day off with pay to look for work. Time off shall be convenient to the employee after consultation with Riverina Water. Further time off may be granted at Riverina Water's discretion.

11. Disciplinary and Counselling Procedure

An employee, whose work performance or conduct is unsatisfactory or does not meet Riverina Water's code of conduct or written operational standards of Riverina Water shall be informed of the nature of the unsatisfactory performance or conduct and the required standard to be achieved. The employee shall be given an opportunity to explain and shall agree to meet the required standard. A written record detailing the agreed standard to be met and nature of the unsatisfactory performance or conduct shall be signed by the employee and supervisor. The employee shall be permitted to notate the written record and shall be given a copy.

If the agreed standard is not met, the employee will be counselled and given a written warning that continued failure to meet the standard, over a defined time frame, will result in disciplinary action.

Further failure to meet the standard will result in a final written warning detailing the disciplinary action to be taken in the event of a further failure to meet the standard.

Employee's Rights

Notwithstanding the procedures above, an employee shall:

- (i) Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence and/or involvement of a representative of either the union or some other person at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

Riverina Water shall have the right to take other disciplinary action at any time in cases of serious misconduct.

12. Part Time Employment

- (i) A part time employee is an employee who works less than the number of ordinary hours worked by full time employees
- (ii) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.
- (iii) A part time employee shall be entitled to pro-rata award conditions. Annual leave, long service leave and all other authorised leave shall be on a proportional basis as the employee's average hours of work relate to those worked by full time employees.

A part time employee shall receive overtime rates for any time worked in excess of the daily and weekly ordinary hours specified for a full time employee.

13. Temporary Employees

- (i) A temporary employee is an employee employed temporarily for a period not exceeding twelve months, and includes a temporary part-time employee. A casual employee shall not be employed as a temporary employee.
- (ii) A full time or part time temporary employee shall be paid the rate of pay as is applicable for the classification to which they have been appointed. Temporary employees shall not be used to replace a full time position.

14. Casual Employees

- (i) A casual employee is an employee engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour. Full time, part time and temporary employees are not casual employees.
- (ii) A casual employee shall be paid the equivalent of the hourly rate of pay for the appropriate classification plus a loading of 25 per cent with a minimum payment of three hours pay for each start. The 25% casual loading is not included in the calculation of overtime.

The casual loading prescribed is in lieu of the entitlements arising under this award, of annual leave, sick leave and payment for award holidays.

15. Job Share Employment

Where two or more employees mutually agree to share the hours and duties of a position on a job share basis and Riverina Water agrees, each employee shall be employed on a part time basis.

Riverina Water may advertise a vacant position on a job share basis.

Where a job share employee leaves Riverina Water, the position may revert to a full time position if the remaining part time job share employee agrees.

16. Appointments and Grading

- (i) Appointment and, promotion shall be subject to:
 - (a) the employee's satisfactory performance of duties and functions and
 - (b) the employee undertaking, employer endorsed training relative to the employee's duties and functions whenever required.
- (ii) Riverina Water shall maintain a job evaluation system to determine the award classification rate of pay for each position. The job evaluation system shall be used where the duties, functions, responsibilities and skill requirements of a position are altered.
- (iii) Promotion to a classification, a higher grading, accelerated progression, shall be determined by Riverina Water having regard for the duties, functions, responsibilities, skill requirements and work value principles.
- (iv) An employee who agrees to work in another position which is equal or lower paid may be reclassified or reggraded to that position. However, the employee's ordinary rate of pay shall not be reduced for at least four weeks after the commencement of lower paid work.
- (v) Appointment to positions shall be on the basis of appointing the most meritorious applicant having regard for the duties and functions of the position and the abilities, qualifications and experience of the applicants.

17. Alternative Duties and Functions

- (i) Where Riverina Water requires, an employee shall perform work, duties and functions of or incidental to any classification for which the employee is competent.

- (ii) Equal and Lower Paid Work

An employee required to perform work of equal or lower payment shall not be paid less than the employee's usual ordinary rate of pay.

- (iii) Higher Paid Work

Where an employee is required to perform work of a higher graded position for at least one working day, they shall be paid the appropriate rate of pay for that position determined by considering the skills, experience and competency applied in accordance with the salary system. This higher rate is not applicable when replacing an employee on a rostered day off, nor when the duties of relieving have been included in the position of the relieving employee.

An employee shall not act in a higher position for more than three months except in case of relieving an employee on leave.

- (iv) Higher Pay - Award Holidays

Where an award holiday or group of award holidays occurs during a period when an employee is entitled to payment for higher paid work, the higher payment shall also apply to the holiday or group of holidays.

- (v) Higher Pay - Periods of Leave

An employee shall not be paid higher pay for periods of leave unless the employee has acted in the position for at least three months.

- (vi) Higher Paid Work - Periods of Training

The provisions of this clause shall not apply to employees who perform the whole or part of higher paid work for the purpose of training and the training is in concert with at least one other employee and does not exceed three months in the aggregate.

- (vii) Where a position has become vacant and is occupied on a temporary basis for more than three months, it shall be advertised.

18. Hours of Work

- (i) Spread of Hours

Riverina Water and its employees agree that there are three fundamental objectives to consider in determining how an employee's working hours are to be structured under this award:

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

The ordinary hours for employees shall be worked between 6.00 am and 6.00 pm Monday and Friday inclusive and shall not exceed twelve hours in any one day, exclusive of unpaid meal breaks. The spread of ordinary hours may be altered by mutual agreement between Riverina Water and employees.

(ii) Starting and Finishing Times

- (a) The starting and finishing times within the spread of hours provided by this clause shall be as determined by Riverina Water in consultation with the employees concerned.

(iii) Ordinary Hours of Work

- (a) The ordinary hours of work for employees engaged in positions with functions of Administration, Professional Engineering, Engineering Assistant, Environmental Officer, Drafting or Finance, shall be thirty five per week arranged on a weekly basis or the basis of seventy per fortnight, to be worked on nine weekdays, in any two week cycle, or where Riverina Water and the unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and forty on nineteen weekdays in any four week cycle.

An employee who requests to work a thirty five hour, five day week to facilitate family or personal considerations may, with the consent of Riverina Water, do so.

- (b) The ordinary hours of work for all other employees not covered in (a) above shall be thirty eight per week arranged on a weekly basis or the basis of seventy six per fortnight, to be worked on nine weekdays, in any two week cycle, or where Riverina Water and the unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and fifty two on nineteen weekdays in any four week cycle.

An employee who requests to work a thirty eight hour, five day week to facilitate family or personal considerations may, with the consent of Riverina Water, do so.

- (c) In cases where an employee's rostered day off falls on a award holiday, the employee may take the next scheduled working day as a rostered day off or the employee with the consent of Riverina Water may defer the taking of the day to some other mutually agreed day.
- (d) Employees at either Riverina Water's request or on their own request and with the approval of Riverina Water, may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee shall not accumulate more than five rostered days off at any one time.

(iv) Ordinary Hours of Work - Shift Workers

Except as otherwise provided, the ordinary hours of work for shift workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty five or thirty eight as appropriate for the employee concerned.

(v) Alternative Arrangements

Alternative arrangements to those in this clause may be entered into by mutual agreement between an employee or group of employees and Riverina Water.

19. Shift Work

- (i) Water Plant operators will be required to work shifts as required. Such shifts shall be arranged in consultation with plant operators according to the need to operate the water supply system to meet seasonal supply and demand.
- (ii) When shift work is required, it will be organised on the basis of two 7.6 hour shifts or two twelve (12) hour shifts per day. 7.6 hour shifts will be on a 14 day roster of seventy six (76) hours. Twelve (12) hour shifts will be on a twenty eight (28) day roster of one hundred and fifty six (156) hours (including four (4) hours overtime paid at double time).
- (iii) There will be no less than eight (8) weeks per year where two twelve,(12) hour shifts are to be worked. Any variance above twelve (12) weeks will be by mutual agreement.

- (iv) Shifts will be arranged such that there are at least four (4) rostered days off each fortnight. When two twelve (12) hour shifts are worked, the shifts will be arranged such that there is one block of seven (7) rostered days off during each four week period with a total of fifteen (15) RDO's.
- (v) Work within the basic 76 hours in each fortnight shall be paid at ordinary rates, with the following additional payments:
 - (a) additional full time payment for work on Saturdays, Sundays and Award holidays.
- (vi) Shifts that start or finish outside the hours of 6 am to 4 pm will be paid a shift allowance of 20% of the ordinary hourly rate for each shift hour worked.
- (vii) Where an Award holiday or part of is worked, or coincides with a shift day off, the holiday shall be either:
 - (a) Added to Annual Leave, or
 - (b) Be paid as an additional day at ordinary time.
- (viii) Annual leave taken during shift rosters will be paid at ordinary time hourly rate plus 20%.
- (ix) Replacement shifts worked by a shift worker shall be paid at two (2) times ordinary time rate of pay.
- (x) Where an employee is on sick leave, penalty rates and shift loading will be paid.
- (xi) Annual leave shall have weekend penalty rates paid, but no shift loading will apply.
- (xii) A fifteen (15) minute shift change-over shall occur and it shall be paid at double ordinary hourly rate of pay to the employee working the additional 15 minutes.
- (xiii) An employee/s working a 24 hour shift shall continue to be paid phone and electricity allowance.

20. Payment

- (i) Pay Cycle: Employees shall be paid fortnightly or in any other cycle by mutual agreement.
- (ii) Direct Crediting of Pay: Payment shall be by direct crediting of an employee's nominated bank, building society or credit union account. Employees' pay shall be credited in nominated accounts no later than the close of business on every second Thursday occurring in the fortnightly pay cycle.
- (iii) In House Benefit: An employee may elect to receive an in house benefit in the form of a reduction in water accounts up to the annual maximum amount of fringe benefit free in house benefit specified under the Fringe Benefit Taxation provisions in lieu of receiving the equivalent amount in wages under this award.
- (iv) Deductions: Riverina Water shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for purposes approved by Riverina Water.

21. Salary Sacrifice

- (i) Council and an employee may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by the award to the value of the benefits as identified in subclause (ii) of this clause. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed are:
 - motor vehicles, supplied by council under a leaseback arrangement
 - superannuation.

- (iii) The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable. The amount that may be salary sacrificed in cases where council supplies vehicles under a leaseback arrangement, is the amount the leaseback rate is in excess of the employee's contribution from after tax salary necessary to negate the fringe benefit liability.
- (iv) The benefits to be salary sacrificed and their value shall be in writing and signed by both council and the employee.
- (v) Except as otherwise agreed, the employee may request in writing to change the benefits to be salary sacrificed once per year and the council shall not unreasonably refuse the request.
- (vi) An amount equal to the difference between the employee's ordinary pay as prescribed by the award and the value of the benefits received by the employee shall be paid by the council to the employee.
- (vii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (viii) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws. The council has the right to vary and/or withdraw from offering salary sacrifice to employee's with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (ix) The value of the benefits shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's superable salary.
- (x) Nothing in this clause shall affect the right of an employer to maintain or enter into more beneficial arrangements with respect to salary sacrifice for employees.

22. Overtime

- (i) Requirement to Work Reasonable Overtime

It shall be a condition of employment that employees shall be available to work reasonable overtime to meet the needs of Riverina Water.

- (ii) Sixteen Hour working Period

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

- (iii) Payment for Working Overtime

An employee directed to perform work in excess of the usual ordinary working hours or outside the usual working hours, shall be paid as follows:

- (a) For overtime worked, Monday to Friday, at the ordinary time rate of pay plus one half the ordinary time rate of pay for the first two hours and at double ordinary time rate of pay thereafter.
- (b) For overtime worked on a Saturday and Sunday, at double ordinary time rate of pay until the employee is released from work.
- (c) Where, on any day, an employee works overtime immediately prior to the usual commencing time and immediately after the usual ceasing time, the total hours of both periods of overtime shall be taken into account for the purpose of the commencement of double ordinary time rate of pay.

(iv) Payment for Work on a Holiday

An employee who works on award holiday shall be paid as follows:

- (a) For any time worked between the usual commencing and usual ceasing time, at double ordinary time rate of pay in addition to the employee's ordinary pay for the day.
- (b) For any time worked before or after the usual ordinary hours of work, at double ordinary time rate of pay plus one half the ordinary time rate of pay until the employee is released from work.

(v) Time off In Lieu Of Payment

- (a) An employee may elect, with the consent of Riverina Water, to take time off, in ordinary time, in lieu of payment for overtime at a time or times mutually agreed. Time off in lieu shall be on the basis of one hour off for each hour of overtime worked and shall be taken at a mutually agreed time.
- (b) Riverina Water shall, if requested by an employee, provide payment, at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken within four weeks of accrual.

(vi) Standing By

An employee directed to stand-by to work overtime shall be paid at ordinary time rate of pay from the time of commencement of the stand-by until released from the stand-by or until he commences working overtime.

(vii) Transport of Employees

When an employee, after having worked overtime finishes work at a time when reasonable means of transport are not available, Riverina Water shall provide the employee with transport to the employee's home or pay the employee at the ordinary time rate of payment for reasonable time to travel home.

(viii) Rest Period After Overtime

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) The rest period after Overtime shall be as per the rest period after Call Out (see 22(vi))
- (c) The above rest period provisions in (b) shall not apply where an employee has worked planned overtime for a period less than two hours.
- (d) Where an employee is entitled to a rest period and the rest period coincides with an award holiday, the employee shall be entitled to defer starting work by time equivalent on the next ordinary day.
- (e) The parties agree that this provision shall be reviewed after 12 months of operation to ensure it has not impacted adversely on employees, or created any OH&S problems.

23. On Call

- (i) An employee is on call if Riverina Water requires the employee to be available, outside the employee's usual ordinary hours, for emergency and/or breakdown work.

On call and stand by work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.

- (ii) An on call employee must be able to be contacted and respond to a call out within a reasonable time.

- (iii) An employee on call shall be paid an on call allowance at the rate set in Table 1 of this award. The total amount of on call allowance in any one week shall not exceed the amount set in Table 1 of this award.
- (iv) On call work performed outside the usual hours of work shall be paid double the ordinary time rate of pay for the hours worked and from the time the employee responds to the call out. The minimum duration of a call out is deemed to be one hour.
- (v) For each award holiday which an employee is on call, the employee shall be granted one half day to be taken at a mutually agreed time.
- (vi) Rest period after call -out.

An employee who works during the eight (8) hours immediately preceding the employee's usual commencing time shall be entitled to defer the usual commencing time or revise their finishing time, without loss of pay by a period equal to one and a half (1.5) times the actual time worked within those hours.

24. Call Back

- (i) An employee shall be on call back if recalled to work overtime without having received notice before ceasing work.
- (ii) An employee working on call back shall be paid a minimum of four hours work at the appropriate overtime rate for each call back which is less than four hours. Any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payments. The minimum of four hours does not apply where the call back is continuous with an employee's usual hours of work, except as provided for in subclause (iv) (a). The overtime rate for call backs commences from the time the employee leaves to attend the call back.
- (iii) Rest Period after Call Back

The rest period after Call Back shall be as per the Rest Period after Call Out (see 22(vi))

- (iv) Call Backs running into normal working hours
 - (a) Where a Call Back runs into normal working hours, a minimum of 4 hours will be paid at the appropriate overtime rate.
 - (b) After working to the revised finishing time (see 22 (vi)) the employee may finish work for the day, or, if deemed fit, may continue until normal finish time. Time worked beyond the revised finish time will be paid at appropriate overtime rates.

25. Meal Time and Allowances

- (i) Meal Breaks
 - (a) An employee shall not, at any time, be compelled to work for more than five hours without a break for a meal.
 - (b) Employees shall be allowed meal breaks without pay as well as a paid morning break of 10 minutes on each ordinary working day.
- (ii) Meal Times - Shift Workers

Shift workers shall be allowed in each ordinary working shift, a meal crib time of twenty minutes, which shall be treated as part of the shift and paid for accordingly.

(iii) Meal Times

The times fixed for the taking of meal breaks during ordinary working day or ordinary rostered shifts may vary for groups of employees and/or individual employees, as may be necessary or appropriate for the conduct of Riverina Water's business.

(iv) Working in Usual Break

(a) An employee's usual time for the taking of a meal break may, by mutual agreement between Riverina Water and the employee, be varied temporarily or shortened in special circumstances rather than on a regular basis.

(v) Overtime Meal Breaks

(a) An employee required to work overtime for two hours or more prior to the usual starting time or after the usual finishing time, shall be paid a meal allowance at the rate set in Appendix C of this award. The allowance shall also be paid after each further four hours of overtime worked and after each four hours worked on the employee's non working days.

(b) A paid overtime meal break shall be allowed after the first two hours of overtime and after each subsequent four hours of overtime. Paid overtime meal breaks shall not exceed twenty minutes and are time worked for the purpose of calculating overtime.

(vi) Shift Work Overtime

Meal breaks during periods of overtime and the payment of meal allowances shall apply to shift workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

(vii) On-Call Included

Meal breaks and meal allowances shall apply to employees engaged in on-call emergency and/or breakdown work.

26. Sick and Carer's Leave

(i) Sick Leave Entitlement

An employee who is unable to attend work on account of personal illness or accident, not being due to serious misconduct or on account of injury by accident arising out of and in the course of employment, shall be entitled to sick leave without deduction of pay during each year of service subject to the following conditions and limitations -

(a) Each employee's sick leave entitlement shall be as follows: During the first year of service, fifteen days. In each of the second, third, fourth and fifth years of service fifteen days and in each subsequent year of service, eighteen days.

(b) The employee shall be required to produce evidence satisfactory to Riverina Water that such absence was due to personal illness or accident, not being injury arising out of and in the course of the employee's employment nor arising from other employment, sufficient to prevent the performance of normal duties. Proof of illness or injury by accident and inability to attend for work may be required after two days absence or after three separate periods in each year of service.

(c) An employee shall as soon as practicable notify Riverina Water, of the employee's inability to attend on account of illness or injury and advise Riverina Water of the estimated duration of absence.

- (d) An employee with at least ten years service with Riverina Water may at the discretion of the employer be granted additional sick leave where an illness or injury results in the employee exhausting their accumulated sick leave.
- (e) An employee who, at the commencement of this award, had accumulated sick leave transferred from another employer shall retain that entitlement for use when sick or injured.

(ii) Avoidance of Duplicate Benefits

An employee, who has been granted paid sick leave and who in respect of the period of leave receives compensation under any Act or law shall reimburse Riverina Water from that compensation, amounts paid for the leave.

(iii) Accumulation of Leave

Untaken sick leave shall accumulate from year to year and be available in subsequent years of employment.

- (iv) Employees who are ill for a minimum of 5 consecutive working days whilst on Annual Leave or Long Service Leave may apply to the General Manager to have the leave re-credited. The employee must provide a doctors certificate and be able to demonstrate that as a consequence of the illness or injury their leave was disrupted.

(v) Accumulated Sick Leave - Termination of Employment

Employees who had credits of untaken sick leave under previous awards or agreements at 15 February, 1993, shall on termination of employment, if those credits still stand, be paid their current ordinary time rate of pay for those credits in accordance with the provision which existed under the previous award or agreement.

(vi) Personal Carer's Leave

- (a) An employee, with responsibilities in relation to a class of person set out in sub paragraph (vi) (e) who need their care and support, shall be entitled to access their accumulated sick leave for personal carer's leave to provide care and support to those persons when they are ill and no other carer is available or until alternative arrangements are able to be made.
- (b) An employee who accesses personal carer's leave shall, where Riverina Water requires, provide a medical certificate or statutory declaration as evidence of illness of the person who required care. The employee shall also, where practicable, give Riverina Water prior notice of the taking of personal carer's leave. Where prior notice has not been given, the employee shall notify Riverina Water by phone at the first opportunity on the day of the absence.
- (c) In normal circumstances, an employee shall not take personal carer's leave where another person is providing the immediate family or household member with care.
- (d) Personal carer's leave may be taken for part of a single day.
- (e) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) The employee being responsible for the care and support of the person concerned: and,
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or

- wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
 - (f) an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause (vi) (e) (ii) above who is ill.
 - (g) an employee may elect with the consent of the employer, to take annual leave for the purposes of providing care to a class of person set out in sub-clause (vi) (e) (ii).
 - (h) 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.
 - (i) overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (j) if, having elected to take time as leave, in accordance with subclause (h), 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.
 - (k) an employee may elect, with the consent of Riverina Water, 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.
 - (l) an employee on shift work may elect, with the consent of the employer, work 'makeup 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.
 - (m) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (n) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (o) 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.

27. Annual Leave

- (i) Annual leave of absence consisting of four weeks at the ordinary rate of pay, exclusive of award holidays observed on working days shall be granted to an employee after each twelve months service
- (ii) Annual leave shall be taken on its due date or as soon as mutually convenient to the employee and Riverina Water. Riverina Water may give an employee at least four weeks notice to take leave where the employee has accumulated in excess of eight weeks leave.
- (iii) An employee before proceeding on annual leave shall be paid the employee's usual rate of pay for the period of leave calculated as if the employee had been at work for the period of leave.
- (iv) On termination of employment, an employee shall be paid all accumulated annual leave and proportionate annual leave for the incomplete year of employment. Proportionate annual leave shall be equal to one twelfth of the employee's ordinary weekly rate of pay at the date of termination multiplied by each completed week of employment in the incomplete year.
- (v) An employee whose ordinary rate of pay varies from time to time shall have their ordinary rate of pay calculated as the average of their rate over the preceding twelve months prior to taking annual leave.

28. Long Service Leave

- (i) Amount of Leave

Riverina Water shall credit each employee, long service leave on full pay after each period of continuous service on the following basis:

On completion of ten years service, 13 weeks

After completion of each of the eleventh to fifteenth years, 1.7 weeks per year
After completion of each of the sixteenth to twentieth years, 2.7 weeks per year
After completion of each subsequent year, 2.6 weeks per year

- (ii) Accrual of Leave

Long service leave shall accrue on a basis proportionate to the scale of leave set out above.

- (iii) Taking of Leave

Long service leave shall be taken at a time mutually convenient to Riverina water and the employee in minimum periods of one week.

- (iv) Award Holidays

Long service leave shall be exclusive of award holidays occurring during leave.

- (v) Continuous Service

Continuous service shall be the period from the date of commencement to the date of termination of employment and shall include:

- (a) All approved paid leave
- (b) Previous employment with Great Southern Energy, Southern Riverina County Council or Riverina Water.
- (c) Employment as a part-time or casual employee.

- (d) Service with any Local Government Council in New South Wales shall be service for the purpose long service leave accrual under this Award provided that the former employer pays to Riverina Water the monetary value of the long service leave which the employee has accrued at the time of transfer.
- (e) Service in the armed forces, enlisted or conscripted, shall be service for the purpose of long service leave accrual provided that the employee was an employee of Riverina Water, its predecessor or a Local Government Council in New South Wales at the time of commencing the service.
- (f) Periods which shall not be included in the calculation of continuous service are absence on parental leave and leave with out pay.

(vi) Discharged Entitlements

Long service leave entitlements shall be reduced by periods of long service leave taken.

(vii) Payment for Leave

(a) Allowances

An employee who regularly receives payment of on-call and standing by allowances, tool allowances, shift allowances or any all purpose allowance will receive payment of those allowances during periods of long service leave on the same basis of payment or average payment to the employee in the four week period prior to the date of commencement of the leave:

(b) Full Pay

During a period of long service leave, an employee shall be paid, in addition to allowances, the employee's ordinary rate of pay which the employee would have received for the period had the employee not been on leave.

(c) Payment Before Leave

An employee shall be entitled to receive payment for the full period of long service leave prior to the date upon which leave commences.

(viii) Termination of Employment

(a) Ten Years

Where an employee has completed at least ten years continuous service and the employee's employment is terminated for any reason, or the employee dies, Riverina Water shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

(b) Short Service

Where an employee has completed at least five years continuous service and the employee's employment is terminated for any reason, other than serious misconduct, Riverina Water shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

(c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for the accrued long service leave.

(ix) No Payment in Lieu

An employee shall not be paid in lieu of long service leave except on termination of employment.

29. Paid Maternity Leave

(i)

- (a) This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.
- (b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.
- (c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave provided that a medical practitioner certifies such leave to be necessary before her return to work.

(ii)

- (a) An employee shall be entitled to a total of 14 weeks paid maternity leave or special maternity leave on full pay; or 28 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 14 weeks on full pay.
- (b) The employee may choose to commence paid maternity leave before the expected date of the birth.

(iii)

- (a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.
- (b) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- (c) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.

(iv) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.

(v) Paid maternity leave and special maternity leave shall be exclusive of public holidays.

(vi) Notice of intention to take paid maternity leave.

The employee must:

provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice;

advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.

Provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.

- (vii) The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the General Manager.
- (viii) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

30. Supporting Parent Leave

An employee who is a supporting parent shall be entitled to up to 5 days paid leave taken at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their supporting parent leave.

31. Council Picnic Day

Council Picnic Day shall for the purposes of this Award be regarded as a holiday for employees. The Picnic Day shall be on such day as is agreed between the council and the employees.

32. Award Holidays

- (i) Holidays: All full-time, part-time and temporary employees shall be entitled to the following days as award holidays without loss of pay:
 - (a) Any day proclaimed as a State wide public holiday or any locally proclaimed holiday within the boundaries of Riverina Water.
 - (b) The employees' picnic day, to be held on a day as is mutually agreed between Riverina Water and the employees. Provided that a reasonable level of customer service is to be provided on the day.
- (ii) Award Holiday during Leave of Absence

Where an employee is granted leave without pay by Riverina Water which exceeds five consecutive working days or shifts the employee shall not be entitled to payment for any award holiday which occurs during that period.

33. Jury Service

An employee shall notify Riverina Water as soon as possible of the date upon which they are required to attend for jury service. Employees shall be granted jury service leave with out loss of pay.

- (i) An employee shall be paid by Riverina Water the difference between the jury service fee received and the employee's ordinary time rate of pay for the jury service during the employee's usual ordinary working hours.
- (ii) An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

34. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 25 (vi) (e).
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 25(vi)(e), 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 any clause of this award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

35. Trade Union Leave

An employee who has been sponsored by a union to attend a course of training shall be entitled to paid leave of absence to attend the course. A pool of ten days is available each calendar year from which employees may draw upon. However, Riverina Water may grant additional days at its discretion. One accredited union delegate to the union's annual conference shall be entitled to paid leave for the duration of the conference.

36. Leave Without Pay

Where leave without pay is granted, the period of leave shall not be service for the calculation of long service leave, sick leave, award holidays or annual leave.

37. Travelling Allowance

- (i) An employee, who is required to undertake additional travelling time outside the employee's ordinary hours of work which is in excess of the employee's usual travelling time on any day Monday to Friday, shall be paid for the excess travelling time at ordinary time rate of pay.
- (ii) An employee, who is required to undertake additional travelling time on a weekend or award holiday, shall be paid for the excess travelling time at ordinary time and one half.

38. Drivers Licences

- (i) An employee required to hold a motor vehicle driver's licence or motor cycle rider's licence shall be reimbursed the cost of the licence by Riverina Water.
- (ii) Riverina Water shall not be liable to reimburse any cost of a probationary licence or any penalty imposed on an employee because of traffic infringements by the employee.

39. Private Motor Vehicle - Allowances

- (i) An employee who by arrangement, uses a privately-owned motor vehicle at work on a casual basis, shall be paid as per the table in Appendix C.

40. Training

- (i) The parties to this award agree there is a commitment to training and skill development. Training will be directed to:
 - (a) developing a more highly skilled and flexible workforce;

- (b) providing employees with career opportunities through skill acquisition; and removing barriers to the utilisation of skills acquired.
- (ii) To ensure that employees have the skill, competence and training to perform duties and functions, employees shall undertake and complete relevant employer endorsed training in respect of their duties and functions. Employer endorsed training includes essential and optional training. Riverina Water shall meet all reasonable costs and expenses incurred by employees in undertaking essential training and may assist in the cost of optional training.
- (iii) An employee who is required to undertake reasonable travel outside the ordinary hours of work to attend employer endorsed training shall be paid at ordinary time rate of pay for any travel in excess of two hours on any one day.

41. Supply of Residence By Employer

Where an employee is provided with a residence by Riverina Water (with or without concessions), the weekly value of the residence (and concessions) shall be agreed upon from time to time between the employee and employer.

42. Living Away Allowance

Living Away Allowance - An employee required to work at a distance from the employee's usual residence and who is required to remain at that location overnight, shall be provided with suitable accommodation of at least an NRMA rating of three stars, if available at that place, including up to \$5.00 per night for personal phone calls, and in addition shall be paid a living away allowance as per Appendix C. The employee shall also be reimbursed for any authorised incidental expenses.

43. Wet Weather

Where because of wet weather, an employee stops work, the employee shall be paid for time not worked provided the employee remains at work until directed to leave work; stands by as directed; and reports for duty as directed.

44. Health and Safety

- (i) Section 8 of the *Occupational Health and Safety Act 2000* (NSW) requires employers to ensure the health, safety and welfare at work of all the employees of the employer.
- (ii) Employees are required to wear appropriate protective clothing and use safety equipment for the purpose for which they are provided, and observe all other safety procedures, practices and instructions.

45. Tool Allowance

- (i) Employees who are required to supply their own tools of trade shall, in addition to the rates of pay prescribed, be paid the amount set in Appendix C of this Award.
 - (a) Tool Kits: Tool allowances paid to employees shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the duties and functions of the employee's classification, and the employee shall, if requested, furnish a list of the tools.
 - (b) Ownership: Tools for which allowances are paid shall remain the property of the employee, be kept in proper working conditions and be available for use by the employee at all times in the exercise of duties.
 - (c) Loss of Tools: Tools, in respect of which an allowance is paid, shall be replaced or paid for by the employer in the event of their loss or damage by fire or other cause beyond the employee's control, or in the event of their theft during any act of breaking and entering of premises outside the ordinary working hours, provided the tools were kept in accordance with any established provisions for their security.

- (d) **Special Purpose Tools:** Tool allowances shall not cover tools required for special uses or purposes exceptional to the ordinary trade functions of the employee's classification.
- (e) **Use of Tools:** Tools issued to an employee shall be used only in the course of his duties, and for the purpose for which they are supplied.
- (f) **Care of Tools:** Employees shall be responsible for the proper upkeep of all tools, and other equipment, implements and articles, issued for their use, and shall replace or pay for any items lost or damaged through misuse or negligence.
- (g) **Payment for Other Purposes:** Tool allowances shall apply during periods of annual leave, sick and accident leave, long service leave and award holidays, but shall be excluded in the calculation of any payment for accrued leave made to the employee upon termination of service.

46. Telephone

An employee who is required to install a telephone at the employee's home, shall be reimbursed the annual rental fees, charges and the cost of calls in connection with Riverina Water.

47. Expenses

All reasonable expenses incurred by an employee in connection with their work shall be reimbursed by Riverina Water.

48. No Extra Claims

The parties to this Award agree not to pursue any additional or extra claims during the term of this Award except in accordance with Clause 6.

49. Out Sourcing

- (i) Where Riverina Water is considering a change of practice to involve out sourcing or contracting work out, it will notify the employees and their union/s. It will also provide employees and their union/s with fourteen days notice to respond with suitable proposals about alternative arrangements to out sourcing prior to any decision to invite tenders.

Riverina Water at the same time as tenders are invited will provide the union/s with a copy of any specification or contract which has been prepared.

The tenders when advertised shall be timed so as to provide the employees with an opportunity to submit an offer to establish that they can do the work to an equivalent standard, timetable and price.

- (ii) Contractors shall have an enterprise agreement with the relevant unions which covers the employees of the contractor.
- (iii) Tenders will be required to specify details of the award coverage including conditions of employment and the classifications and rates of pay applicable under the award as well as the terms of agreement for the contractor to comply with the industry safety standards and practices.
- (iv) Riverina Water will only out source work when there are insufficient resources to meet its work commitment and timetable; or where the safety of the public or the water distribution performance is at risk; or where contracting out work is the most advantageous option taking into account quality, safety and performance.
- (v) When a decision is to be made regarding division of work between Riverina Water and outside resources, due consideration will be taken of the nature of the jobs so that Riverina Water staff have the opportunity to undertake quality work. A copy of the work scope will be available with the relevant manager for perusal by employees, prior to the specification being advertised.

Riverina Water Staff shall have the opportunity to select the quality work to ensure skills are maintained, or provide opportunity for higher quality skills to be obtained.

- (vi) Riverina Water will advise employees and their union/s following consideration of tenders and the above listed factors.
- (vii) Where Riverina Water does contract out work, no employee will, as a result, be made involuntarily redundant. Affected employees will be offered the opportunity for retraining in skills required by Riverina Water.

50. Classifications and Rates of Pay

- (i) An employee shall be allocated an employment classification which describes the employee's major and substantial functions and duties.
- (ii) An employee shall be paid not less than the weekly rate of pay for employee's grade within the employee's allocated classification.
- (iii) Each position shall have an agreed job description which shall be updated at the time of a change to the functions and duties and skill requirements of the position.
- (iv) The weekly rates of pay in this award contain a 1.35% component in lieu of annual leave loading.
- (v) Rates of pay and allowances in this Award shall move by the following: 4% 1st July 2007, 3.5% 1 St July 2008 and 3.5% 1 St July 2009.

51. Superannuation - Additional

- (i) Riverina Water will, for each year of this Agreement, make an additional employer contribution of 1%.
- (ii) The additional 1% each year will be made for all employees whether they are Accumulation or Defined Benefit Fund members.
- (iii) The additional contribution shall always be maintained above the Superannuation Guarantee Levy if the Federal Government in the future makes a decision to increase the levy from 9%.

52. Employee Loyalty/Attendance Bonus

Qualification:

- (i) An employer must have a Sick Leave balance equal to or greater than:
 - (a) 38 hour employee. 635 hours.
 - (b) 35 hour employee. 585 hours.
- (ii) An employee, upon reaching the required minimum balance set out in Subclause 51.1 (i) (a) or (b) may request to be paid an amount of money that is the equivalent to 50% of their annual Sick Leave entitlement balance for that year, always ensuring their total bank does not reduce below the required minimum.

Procedure:

- (i) A written application is required for all claims to be provided within 30 days after the end of the financial year.
- (ii) If an application is not made within 30 days after the end of the financial year, the leave entitlement being either the full 18 days or part thereof due to any sick leave having been taken will be credited to the employees balance and no payment request can be for that year.

- (iii) The payment, when requested within the required time, will be made as a one off payment following each financial year.
- (iv) If an employee wishes to Salary Sacrifice the payment, then he/she must make prior arrangements in accordance with the ATO ruling.

Review:

This Clause was introduced with the desire to obtain an outcome that demonstrated a benefit to the Company.

The parties agreed to review this clause following two (2) years of operation to assess its effectiveness and whether to continue its application.

53. Breach of Award

If this Award is breached by either party, the maximum remedy and/or penalty for such breach shall be no greater than that which is available in respect of a breach of an award made under the *Industrial Relations Act 1996* (NSW).

A party to this Award shall be barred from commencing or continuing an action for breach of this Award in more than one jurisdiction.

APPENDIX A

ANTI DISCRIMINATION CLAUSE

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

NOTES

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

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

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

Riverina Water County Council - Pay Rates after 4.0% increase										
1st July 2007 - BAND 1 OPERATIONAL										
Position	Pay Ref 38/35	Band	Level	Entry	Entry+	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
227 Rural Supervisor	119	1	19						19	58,123.07
	118		18				1,081.04		18	56,430.17
	117		17			1,049.55			17	54,786.57
	116		16			1,018.98			16	53,190.85
	115		15	989.30					15	51,641.60
226 Meter Supervisor	117	1	17					1,049.55	17	54,786.57
	116		16				1,018.98		16	53,190.85
	115		15			989.30			15	51,641.60
	114		14			960.49			14	50,137.47
206 Store Supervisor	113	1	13	932.51					13	48,677.16
	115		15					989.30	15	51,641.60
205 Ganger	114	1	14				960.49		14	50,137.47
	113		13			932.51			13	48,677.16
	112		12			905.35			12	47,259.38
	111		11	878.98					11	45,882.89
	113		13					932.51	13	48,677.16
186 Senior Rural Operator	113	1	13					932.51	13	48,677.16
	112		12				905.35		12	47,259.38
	111		11			878.98			11	45,882.89
	110		10			853.38			10	44,546.50
166 109		9	828.53					9	43,249.03	
165 Rural Operator	111	1	11					878.98	11	45,882.89
	110		10				853.38		10	44,546.50
	109		9						9	43,249.03
	108		8			804.39			8	41,989.35
	107		7	780.96					7	40,766.35
146 Drawing Office Assistant										

145	Groundsperson	109		9				828.53	9	43,249.03
	Maintenance Operator	108		8			804.39		8	41,989.35
	Meter reader	107	1	7		780.96			7	40,766.35
	Plant Operator	106		6		758.22			6	39,578.99
	Elect/Mech. Trades Assist	105		5	736.13				5	38,426.20
	Truck Driver									
	Cleaner/Storeperson									
123	Clerical officer									
122		107		7				780.96	7	40,766.35
	Building Trades Assistant	106		6			758.22		6	39,578.99
	Pipelayer	105	1	5		736.13			5	38,426.20
		104		4		714.69			4	37,306.99
101		103		3	693.88				3	36,220.38
100		105		5				736.13	5	38,426.20
		104		4			714.69		4	37,306.99
	Labourer	103	1	3		693.88			3	36,220.38
		102		2		673.67			2	35,165.42
		101		1	654.05				1	34,141.18
		8/28		T 8		758.69			T 8	39,603.77
		7/27		T 7		725.99			T 7	37,896.71
		6/26		T 6		686.75			T 6	35,848.24
	Trainee	5/25	1	T 5		627.88			T 5	32,775.53
		4/24		T 4		549.40			T 4	28,678.59
		3/23		T 3		470.91			T 3	24,581.65
		2/22		T 2		392.43			T 2	20,484.71
		1/21		T 1		313.94			T 1	16,387.77

Riverina Water County Council - Pay												
Rates after 4.0% increase												
1st July 2007 - BAND 2 ADMINISTRATIVE/TECHNICAL/TRADES												
Position	Pay Ref 38/35	Band	Level	Entry	Entry+	Competent	Extra Skills 1	Extra Skills 2	Annual			
										\$		
338 Overseer	225/525	2	25			1,253.22	1,290.82	1,329.54	25	69,401.99		
	224/524		24						24	67,380.57		
	223/523		23						23	65,418.03		
	222/522		22						22	63,512.65		
	221/521		21						1,181.28	21	61,662.77	
292 291	223/523	2	23			1,181.28	1,216.72	1,253.22	23	65,418.03		
	222/522		22						22	63,512.65		
	221/521		21						21	61,662.77		
	220/520		20						20	59,866.77		
270	219/519		19	1,113.47					19	58,123.07		
	421		EL 21	1,155.77					1,189.17	1,223.58	EL 21	63,870.83
248 Senior Technical Officer	420	EL 22	EL 20		62,074.83							
	419	EL 19	EL 19		60,331.13							
	418	EL 18	EL 18		58,638.23							
	417	EL 17	EL 17		56,994.63							
	248	417	EL 17	1,091.85	1,081.04	1,146.87	1,181.28	21	61,662.77			
269	221/521	21	21	61,662.77								
	220/520	20	20	59,868.77								
	519/519	19	19	58,123.07								
	218/518	18	18	56,430.17								
248	217/517	17	1,049.55	1,049.55	1,081.04	1,113.47	17	54,786.57				
247	219/519	19	191				58,123.07					
	218/518	18	18				56,430.17					
	217/517	17	17				54,786.57					
	216/516	16	16				53,190.85					
227	215/516	15	989.30	1,031.60	1,018.98	1,113.47	15	51,641.60				
226	417	EL 17						1,031.60	1,061.28	1,091.85	EL 15	56,994.63
	416	EL 16								EL 14	55,398.91	
	415	EL 15								EL 13	53,849.66	
	414	EL 14								EL 12	52,345.53	
	206	413		EL 13	974.81	1,002.79				EL 11	50,885.22	

226	Building Foreperson	217/517		17				1,018.98	1,049.55	17	54,786.57
	Fitter leading hand	216/516		16						16	53,190.85
		215/515	2	15		989.30				15	51,641.60
		214/514		14		960.49				14	50,137.47
206		213/513		13	932.51					14	48,677.16
205	Secretary	215/515		15				960.49	989.30	15	51,841.60
	Customer Service Officer	214/514		14						14	50,137.47
	Fleet Supervisor	213/513	2	13		932.51				13	48,677.16
	Assistant Plumbing Inspector	212/512		12		905.35				12	47,259.38
186	Clerical officer - payments	211/511		11	878.98					11	45,882.89
185	Electrical Fitter	413		EL 13				947.65	974.81	EL 13	50,885.22
		412		EL 12						EL 12	49,467.44
		411	2	EL 11			921.28			EL 11	48,090.95
		410		EL 10		895.68				EL 10	46,754.56
166		409		EL 9	870.63					EL 9	45,457.09
185	Mechanic	213/513		13				905.35	932.51	13	48,677.16
	Building Tradesman	212/512		12						12	47,259.38
	Filtration Plant Oper, shift	211/511	2	11		878.98				11	45,882.89
	Mechanical Fitter	210/510		10		853.38				10	44,546.50
	Welder	209/509		9	828.53					9	43,249.03
166	Engineering Assistance										
165	Painter	211/511		11				853.38	878.98	11	45,882.89
		210/510		10						10	44,546.50
		209/509	2	9			828.53			9	43,249.03
		208/508		8		804.39				8	41,989.35
146		207/507		7	780.96					7	40,766.35

Riverina Water County Council - Pay											
Rates after 4.0% increase											
1st July 2007 - BAND 3 PROFESSIONAL/SPECIALIST											
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual		
										\$	
397 Works Engineer	330/630	3	34				1,541.30	1,587.54	34	82,869.61	
			33						33	80,455.93	
			32								
			31		1,452.82	1,496.41			32	78,112.55	
			30	1,410.51					31	75,837.43	
	329/629 328/630 327/627 326/626 325/625	3	3	29				1,452.82	1,496.41	29	78,112.55
				28						28	75,837.43
				27			1,410.51			27	73,628.57
				26		1,369.43				26	71,484.05
				25	1,329.54					25	69,401.99
368 367 Project Engineer	327/627 326/626 325/625 324/624 323/623	3	27				1,369.43	1,410.51	27	73,628.57	
			26						26	71,484.05	
			25		1,329.54	1,329.54			25	69,401.99	
			24		1,290.82				24	67,380.57	
			23	1,253.22					23	65,418.03	
339 338	325/625 324/624 323/623 322/622 321/621	3	25				1,290.82	1,329.54	25	69,401.99	
			24						24	67,380.57	
			23		1,253.22	1,253.22			23	65,418.03	
			22		1,216.72				22	63,512.65	
			21	1,181.28					21	61,662.77	
311 310 Civil Engineer (four years experience)	323/623 322/622 321/621 320/620 319/619	3	23				1,216.72	1,253.22	23	65,418.03	
			22						22	63,512.65	
			21		1,181.28	1,181.28			21	61,662.77	
			20		1,146.87				20	59,866.77	
			19	1,113.47					19	58,123.07	
284 283 Civil Engineer (three years experience) Water Quality Officer, (four years experience)	321/621 320/620 319/619 318/618 317/617	3	21				1,146.87	1,181.28	21	61,662.77	
			20						20	59,866.77	
			19		1,113.47	1,113.47			19	58,123.07	
			18		1,081.04				18	56,430.17	
			17	1,049.55					17	54,786.57	

257	Civil Engineer	319/619		19				1,113.47	19	58,123.07
	(two years experience)	318/618		18					18	56,430.17
233	Water Quality Officer, (three years experience)	317/617	3	17	1,018.98	1,049.55	1,081.04		17	54,786.57
		316/616		16					16	53,190.85
		315/615		15					989.30	15
232	Civil Engineer	317/617		17				1,049.55	17	54,786.57
	(one years experience)	316/616		16					16	53,190.85
209	Water Quality Officer, (two years experience)	315/615	3	15	960.49	989.30	1,018.98		15	51,641.60
		314/614		14					14	50,137.47
		313/613		13					932.51	13
208	Graduate Engineer	315/615		15				989.30	15	51,641.60
	(one years experience)	314/614		14					14	50,137.47
186	Water Quality Officer, (one years experience)	313/613	3	13	905.35	932.51	960.49		13	48,677.16
		312/612		12					12	47,259.38
		311/611		11					878.99	11
185	Water Quality (new graduate)	313/613	3	13	853.38	878.98	905.35	932.51	13	48,677.16
		312/612		12					12	47,259.38
		311/611		11					11	45,882.89
		310/610		10					10	44,546.50
166		309/609		9	828.53				9	43,249.03

Riverina Water County Council - Pay										
Rates after 3.5% increase										
1st July 2008 - BAND 1 OPERATIONAL										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
227 Rural Supervisor	119	1	19					1,152.44	19	60,157.38
	118		18				1,118.87		18	58,405.22
	117		17						17	56,704.10
	116		16			1,054.65			16	55,052.53
	115		15	1,023.93					15	53,449.05

226	Meter Supervisor	117		17				1,086.29	17	56,704.10
	Ganger	116		16			1,054.65		16	55,052.53
	Store Supervisor	115	1	15		1,023.93			15	53,449.05
		114		14		994.11			14	51,892.29
206		113		13	965.15				13	50,380.86
205		115	1	15				1,023.93	15	53,449.05
		114		14			994.11		14	51,892.29
		113		13		965.15			13	50,380.86
		112		12		937.04			12	48,913.46
186		111		11	909.75				11	47,488.79
185	Senior Rural Operator	113	1	13				965.15	13	50,380.86
		112		12			937.04		12	48,913.46
		111		11		909.75			11	47,488.79
		110		10		883.25			10	46,105.62
166		109		9	857.52				9	44,762.74
165	Rural Operator	111	1	11				909.75	11	47,488.79
	Plant Operator/Trainer	110		10			883.25		10	46,105.62
	Storeperson	109		9		587.52			9	44,762.74
	Water Serv./Plant Operator	108		8		832.55			8	43,458.97
	Electrical/Water Quality Assnt	107		7	808.30				7	42,193.18
146	Drawing Office Assistant									
145	Groundsperson	109	1	9				857.52	9	44,762.74
	Maintenance Operator	108		8			832.55		8	43,458.97
	Meter reader	107		7			808.30		7	42,193.18
	Plant Operator	106		6		784.76			6	40,964.25
	Elect/Mech. Trades Assist	105		5	761.90				5	39,771.12
	Truck Driver									
123	Cleaner/Storeperson									
122	Building Trades Assistant	107	1	7				808.30	7	42,193.18
	Pipe Layers	106		6			784.76		6	40,964.25
		105		5			761.90		5	39,771.12
		104		4		739.71			4	38,612.73
101		103		3	718.16				3	37,488.09

100	Labourer	105	1	5	676.94	697.25	718.16	739.71	761.90	5	39,771.12
		104		4						4	38,612.73
		103		3						3	37,488.09
		102		2						2	36,386.21
		101		1						1	35,336.12
90	Trainee	8/28	1	T8						T8	40,989.90
		7/27		T7						39,223.10	
		6/26		T6						37,102.93	
		5/25		T5						33,922.68	
		4/24		T4						29,682.34	
		3/23		T3						25,442.01	
		2/22		T2						21,201.67	
		1/21		T1						16,961.34	

Riverina Water County Council - Pay										
Rates after 3.5% increase										
1st July 2008 - BAND 2 - ADMINISTRATIVE/TECHNICAL/TRADES										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
338 Overseer	225/525	2	25		1,259.30	1,297.08	1,335.99	1,376.07	25	71,831.06
	224/524		24						24	69,738.89
	223/523		23						23	67,707.66
	222/522		22						22	65,735.60
	221/521		21						21	63,820.97
292 291	223/523	2	23		1,187.01	1,222.62	1,259.30	1,297.08	23	67,707.66
	222/522		22						22	65,735.60
	221/521		21						21	63,820.97
	220/520		20						20	61,962.10
	219/519		19						19	60,157.38
270 269 248	421	2	EL 21		1,130.07	1,196.22	1,230.79	1,266.40	EL 21	66,106.31
	420		EL 20						64,247.45	
	419		EL 19						62,442.72	
	418		EL 18						60,690.57	
	417		EL 17						58,989.44	

269	Finance Officer	221/521	2	21					1,222.62	21	63,820.97
	Operations Co-ordinator	220/520		20						20	61,962.10
	OH&S Co-ordinator	219/519		19				1,187.01		19	60,157.38
	Senior Draftsperson -	218/518		18		1,118.87	1,152.44			18	58,405.22
248	(GIS/CAD)	217/517		17	1,086.29					17	56,704.10
247	Draftsperson	219/519	2	19					1,152.44	191	60,157.38
	Welding Supervisor	218/518		18				1,118.87		18	58,405.22
	Fitter Foreperson	217/517		17			1,086.29			17	56,704.10
	Plumbing Inspector	216/516		16		1,054.65				16	55,052.53
227	Clerical officer/RTW Co	215/516		15	1,023.93					15	53,449.05
205	Industrial Electrician	415	2	EL 15	1,008.93	1,037.89	1,067.71	1,130.07	EL 15	58,989.44	
		414		EL 14					57,337.87		
		413		EL 13					55,734.40		
		412		EL 12					54,177.63		
		411		EL 11					52,666.20		
186	Building Foreperson Fitter Leading Hand	217/517	2	17	965.15	994.11	1,023.93	1,086.29	17	56,704.10	
		216/516		16					55,052.53		
		215/515		15					53,449.05		
		214/514		14					51,892.29		
		213/513		13					50,380.86		
206	Secretary Customer Service Officer Fleet Supervisor Assistant Plumbing Inspector	215/515	2	15	909.75	937.04	965.15	994.11	1,023.93	15	53,449.05
		214/514		14					51,892.29		
		213/513		13					50,380.86		
		212/512		12					48,913.46		
186		Clerical Officer - payments		211/511						11	
185	Electrical Fitter	413	2	EL 13	901.30	927.03	953.53	980.82	1,008.93	EL 13	52,666.20
		412		EL 12					51,198.80		
		411		EL 11					49,774.13		
		410		EL 10					48,390.97		
186		409		EL 9					47,048.08		

185	Clerical Officer - Payments	213/513	2	13				937.04	965.15	13	50,380.86
	Mechanic	212/512		12						12	48,913.46
	Building Tradesman	211/511		11			909.75			11	47,488.79
	Filtration Plant Oper, shift	210/510		10		883.25				10	46,105.62
	Mechanical Fitter	209/509		9	857.52					9	44,762.74
	Welder										
166	Engineering Assistant										
165	Painter	211/511	2	11				883.25	909.75	11	47,488.79
		210/510		10						10	46,105.62
		209/509		9			857.52			9	44,762.74
		208/508		8		832.55				8	43,458.97
146		207/507		7	808.30					7	42,193.18

Riverina Water County Council - Pay										
Rates after 3.5% increase										
1st July 2008 - BAND 3 - PROFESSIONAL/SPECIALIST										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
397	330/630	3	34					1,643.10	34	85,770.04
			33				1,595.25		33	83,271.89
			32			1,548.67			32	80,846.49
			31	1,503.67					31	78,491.74
			30	1,459.58					30	76,205.57
368 Works Engineer	329/629 328/630 327/627 326/626	3	29					1,548.78	29	80,846.49
			28				1,503.67		28	78,491.74
			27			1,459.88			27	76,205.57
			26	1,417.36					26	73,985.99
367 Project Engineer	325/625		25	1,376.07				25	71,831.08	
339	327/627 326/626 325/625 324/624 323/623	3	27					1,459.88	27	76,205.57
			26				1,417.36		26	73,985.99
			25			1,376.07			25	71,831.06
			24	1,335.99					24	69,738.89
			23	1,297.08				23	67,707.66	

338		325/625		25				1,376.07	25	71,831.06
		324/624		24					24	69,738.88
		323/623	3	23		1,297.08	1,335.99		23	67,707.66
		322/622		22					22	65,735.60
311		321/621		21	1,222.62	1,259.30			21	63,820.97
310	Civil Engineer (four years experience)	323/623		23				1,297.08	23	67,707.66
		322/622		22			1,259.30		22	65,735.60
		321/621	3	21		1,222.62			21	63,820.97
		320/620		20		1,187.01			20	61,952.10
284		319/619		19	1,113.47				19	60,157.38
283	Civil Engineer (three years experience)	321/621		21				1,222.62	21	63,820.97
		320/620		20					20	61,962.10
	Water Quality Officer, (four years experience)	319/619	3	19		1,152.44	1,187.01		19	60,157.38
		318/618		18		1,118.87			18	58,405.22
258		317/617		17	1,086.29				17	56,704.10
257	Civil Engineer (two years experience)	319/619		19				1,152.44	19	60,157.38
		318/618		18					18	58,405.22
	Water Quality Officer, (three years experience)	317/617	3	17		1,088.29	1,187.87		17	56,704.10
		316/616		16		1,054.85			16	55,052.53
233		315/615		15	1,023.93				15	53,449.05
232	Civil Engineer (one years experience)	317/617		17				1,086.29	17	56,704.10
		316/616		16					16	55,052.53
	Water Quality Officer, (two years experience)	315/615	3	15		1,023.92	1,054.65		15	53,449.05
		314/614		14		994.11			14	51,892.29
209		313/613		13	965.15				13	50,380.85
208	Graduate Engineer Water Quality Officer, (one years experience)	315/615		15				1,023.93	15	53,449.05
		314/614		14					14	51,892.29
		313/613	3	13		965.15	994.11		13	50,380.86
		312/612		12		937.04			12	48,913.46
186		311/611		11	909.75				11	47,488.79
185	Water Quality Officer (new graduate)	313/613		13				965.15	13	50,380.86
		312/612		12					12	48,913.46
		311/611	3	11		909.75	937.04		11	47,488.79
		310/610		10		883.25			10	46,105.62
166		309/609		9	857.52				9	44,762.74

Riverina Water County Council - Pay										
Rates after 3.5% increase										
1st July 2009 - BAND 1 OPERATIONAL										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
227 Rural Supervisor	119	1	19					1,192.78	19	62,262.89
	118		18				1,158.03		18	60,449.41
	117		17			1,124.31			17	58,688.75
	116		16			1,091.56			16	56,979.36
	115		15	1,059.77					15	55,319.77
226 Meter Supervisor Ganger Store Supervisor	117	1	17					1,124.31	17	58,688.75
	116		16				1,091.56		16	56,979.36
	115		15			1,059.77			15	55,319.77
	114		14			1,026.90			14	53,708.52
206 205	113	1	13	996.93					13	52,144.19
	115		15					1,059.77	15	55,319.77
	114		14					1,028.90	14	53,708.52
	113		13			998.93			13	52,144.19
	112		12			969.84			12	50,625.43
186 185	111	1	11	941.59					11	49,150.90
	113		13					998.93	13	52,144.19
	112		12					969.84	12	50,625.43
	111		11			941.59			11	49,150.90
	110		10			914.16			10	47,719.32
166 165	109	1	9	887.54					9	46,329.44
	111		11					941.59	11	49,150.90
	110		10					914.16	10	47,719.32
	109		9			887.54			9	46,329.44
	111		11					941.59	11	49,150.90
146	110	1	10						10	47,719.32
	109		9					914.16	9	46,329.44
	108		8			887.54			8	44,980.04
	107		7	836.59		861.69			7	43,669.94
	107		7	836.59		861.69			7	43,669.94

145	Groundsperson	109	1	9	758.57	812.22	836.59	861.69	887.54	9	46,329.44		
	Maintenance Operator	108		8						8	44,980.04		
	Meter Reader	107		7						7	43,669.94		
	Plant Operator	106		6						6	42,398.00		
	Elect/Mech. Trades Assist	105		5						5	41,163.11		
	Truck Driver												
123	Cleaner/Storeperson												
122	Building trades Assistant	107	1	7				812.22	836.59	7	43,669.94		
		106		6						6	42,398.00		
	Pipe Layers	105		5						5	41,163.11		
		104		4						4	39,964.18		
101		103		3	743.30	765.60			3	38,800.17			
100	Labourer	105	1	5			743.30	765.60	788.57	5	41,163.11		
		104		4						4	39,964.18		
		103		3						3	38,800.17		
		102		2						2	37,670.07		
90	Trainee	101	1	1			700.63	721.65		1	36,572.89		
		8/28		T8								T8	42,424.55
		7/27		T7								T7	40,595.90
		6/26		T6								T6	36,401.53
		5/25		T5								T5	35,109.97
		4/24		T4								T4	30,721.22
		3/23		T3								T3	26,332.48
		2/22		T2								T2	21,943.73
1/21	T1			T1	17,554.99								

Riverina Water County Council - Pay Rates after 3.5% increase										
1st July 2009 - BAND 2 ADMINISTRATIVE/TECHNICAL/TRADES										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
338 Overseer	225/525	2	25				1,382.75	1,424.24	25	74,345.15
	224/524		24			24			72,179.75	
	223/523		23			23			70,077.43	
	222/522		22		1,303.38	22			68,036.34	

292		221/521		21	1,265.42				21	66,054.70
291		223/523	2	23				1,342.48	23	70,077.43
		222/522		22			1,303.38		22	68,036.34
		221/521		21		1,265.42			21	66,054.70
		220/520		20		1,128.56			20	64,130.75
270		219/519		19	1,192.78				19	62,262.89
269	Senior Technical Officer	421	2	EL 21				1,273.87	EL 21	68,420.03
		420		EL 20					EL 20	66,496.11
		419		EL 19		1,238.09			EL 19	64,628.22
		418		EL 18		1,203.35			EL 18	62,814.74
248		417		EL 17	1,169.62				EL 17	61,054.07
269	Finance Officer	221/521	2	21				1,228.56	21	66,054.70
	Operations Coordinator	220/520		20					20	64,130.78
	OH&S Coordinator	219/519		19		1,192.78			19	62,262.89
	Senior Draftsperson -	218/518		18		1,158.03			18	60,449.41
248	(GIS/CAD)	217/517		17	1,124.31				17	58,688.75
247	Draftsperson	219/519	2	191				1,192.78	191	62,262.89
	Welding Supervisor	218/518		18				1,158.03	18	60,449.41
	Fitter Foreperson	217/517		17		1,124.31			17	58,688.75
	Plumbing Inspector	216/516		16		1,091.56			16	56,979.30
227	Clerical Officer/RTW Co	215/516		15	1,059.77				15	55,319.77
205		415	2	EL 15				1,136.87	EL 15	61,054.07
		414		EL 14					EL 14	59,344.69
	Industrial Electrician	413		EL 13			1,105.08		EL 13	57,685.10
		412		EL 12		1,074.21			EL 12	56,073.84
186		411		EL 11	1,044.24				EL 11	54,509.52
226	Building Foreperson	217/517	2	17				1,124.31	17	58,688.75
	Fitter Leading Hand	216/516		16				1,091.56	16	56,979.36
		215/515		15		1,059.77			15	55,319.77
		214/514		14		1,028.90			14	53,708.52
206		213/513		13	998.93				13	52,144.19
205	Secretary	217/519	2	15				1,059.77	15	56,319.77
	Customer Service Officer	218/516		14				1,028.90	14	53,708.52
	Fleet Supervisor	215/515		13		998.93			13	52,144.19
	Assistant Plumbing Inspector	214/514		12		969.84			12	50,625.43
186	Clerical Officer - payments	213/513		11	941.59				11	49,150.90

185	Electrical Fitter	413	2	EL 13	932.85	959.48	986.90	1,015.15	1,044.24	EL 13	54,509.52
		412		EL 12						EL 12	52,990.78
		411		EL 11						EL 11	51,516.23
		410		EL 10						EL 10	50,084.65
166		409		EL 9						EL 9	48,694.77
185	Clerical Officer - Payments	213/513	2	13	887.54	914.16	941.59	969.54	998.93	13	52,144.19
	Mechanic	212/512		12						12	50,625.43
	Building Tradesman	211/511		11						11	49,150.90
	Filtration Plant Oper, shift	210/510		10						10	47,719.32
	Mechanical Fitter	209/509		9						9	46,329.44
	Welder										
166	Engineering Assistant										
165	Painter	211/511	2	11	836.59	861.69	887.54	914.16	941.59	11	49,150.90
		210/510		10						10	47,719.32
		209/509		9						9	46,329.44
		208/508		8						8	44,980.04
146		207/507		7						7	43,669.94

Riverina Water County Council - Pay										
Rates after 3.5% increase										
1st July 2009 - BAND 3 PROFESSIONAL/SPECIALIST										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
397	330/630	3	34	1,510.97	1,556.30	1,602.99	1,651.08	1,700.61	34	88,771.99
			33						33	86,186.40
			32						32	83,676.12
			31						31	81,238.95
			30						30	78,872.77
	329/629 328/630 327/627 326/626	3	3	29	1,466.96	1,610.97	1,556.30	1,602.99	29	83,676.12
				28					28	81,238.95
				27					27	78,872.77
				26					26	76,575.50
				368					325/625	25

367	Project Engineer	327/627	3	27	1,424.24	1,382.75	1,424.24	1,466.96	1,510.97	27	78,872.77
		326/626		26						26	76,575.50
		325/625		25						25	74,345.15
		324/624		24						24	72,179.75
339		323/623		23						23	70,077.43
338		325/625	3	25	1,265.42	1,303.38	1,342.48	1,382.75	1,424.24	25	74,345.15
		324/624		24						24	72,179.75
		323/623		23						23	70,077.43
		322/622		22						22	68,036.34
311		321/621		21						21	66,054.70
310	Civil Engineer (four years experience)	323/623	3	23	1,228.56	1,265.42	1,303.38	1,342.48		23	70,077.43
		322/622		22						22	68,036.34
		321/621		21						21	66,054.70
		320/620		20						20	64,130.78
284		321/621		19						19	62,262.89
283	Civil Engineer (three years experience) Water Quality Officer, (four years experience)	321/621	3	21	1,158.03	1,192.78	1,228.56	1,265.42		21	66,054.70
		320/620		20						20	64,130.75
		319/619		19						19	62,262.89
		318/618		18						18	60,449.41
258		317/617		17						17	58,688.75
257	Civil Engineer (two years experience) Water Quality Officer, (three years experience)	319/619	3	19	1,091.56	1,124.31	1,158.03	1,192.78		19	62,262.89
		318/618		18						18	60,449.41
		317/617		17						17	58,688.75
		316/616		16						16	56,979.36
233		315/615		15						15	55,319.77
232	Civil Engineer (one years experience) Water Quality Officer, (two years experience)	317/617	3	17	1,028.90	1,059.77	1,091.56	1,124.31		17	58,688.75
		316/616		16						16	56,979.36
		315/615		15						15	55,319.77
		314/614		14						14	53,708.52
209		313/613		13						13	52,144.19
208	Graduate Engineer Water Quality Officer, (one years experience)	315/615	3	15	969.84	998.93	1,028.90	1,059.77		15	55,319.77
		314/614		14						14	53,708.52
		313/613		13						13	52,144.19
		312/612		12						12	50,625.43
186		311/611		11						11	49,150.90

185	Water Quality Officer (new graduate)	313/613	3	13				969.84	998.93	13	52,144.19
		312/612		12						50,625.43	
		310/610		11						49,150.90	
		311/611		10						47,719.32	
166		309/609		9	887.54	883.25	941.59		9	46,329.44	

APPENDIX C**ALLOWANCES**

		From 1/7/2007	From 1/7/2008	From 1/7/2009
		\$	\$	\$
On Call	Per Day	32.00	33.12	34.28
Clause 22 (iii)	Max Per week	160.00	165.60	171.40
Meal Allowance	Per Meal	20	21	22
Clause 24 v(a)				
Tool Allowance	Per week	25.30	26.20	27.15
Clause 44 (i)				
Private Vehicle Allowance (\$/km)	< 2.5 litres	0.54	0.54	0.54
Clause 38 (i)	> 2.5 litres	0.62	0.62	0.62
Living Away Allowance	Per night	50	52	54
Clause 41	Extra Day	20	21	22
Expenses for Filtration Plant Operators and Rural Operators where required to monitor system	Per week	25.30	26.20	27.15

J. P. MURPHY, Commissioner

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SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1147 of 2008)

Before Commissioner Tabbaa

25 July 2008

VARIATION

1. Delete paragraph 11.1.2 of Clause 11, Wages, of the award published 6 May 2005 (350 I.G. 827) and insert in lieu thereof the following:

11.1.2 The rates of pay in this award include the adjustments payable under the State Wage Case of 2008. These adjustments may be offset against:

- (i) any equivalent over-award payment, 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 per 38-Hour Week**

Classification	Current Rate Per week \$	State Wage Case 2008 \$	New Rate per Week \$
Grade 1	603.50	4.0	627.60
Grade 2	621.80	4.0	646.70
Grade 3	633.10	4.0	658.40
Grade 4	644.30	4.0	670.10
Grade 5	666.50	4.0	692.10

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Rate per Shift from the first pay period to commence on or after 19 February 2008 \$	Rate per Shift from the first pay period to commence on or after 19 February 2009 \$
	12.1	Leading Hand Allowance	Casuals only	Casuals only
1		up to 5 employees	5.34	5.55
2		6 to 10 employees	6.04	6.28
3		11 to 15 employees	7.90	8.22
4		16 to 20 employees	9.12	9.48
5		Over 20 employees	9.12	9.48
6		for each employee exceeding 20,extra	0.15	0.16

7	12.2	Relieving Officer	26.62	
	12.3	First Aid Allowance	Casuals only	Casuals only
8		Industrial	3.01	3.13
9	12.4	Gun Allowance		
10	12.5	Locomotion Allowance		
11		Motor Vehicle/cycle	25.59	27.36
12		Bicycle	2.69	2.88
13	12.6	Meal Allowance	7.89	8.25
14	12.7	Fares Allowance	6.77	7.16
15	12.8	Overnight Meal Allowance	64.31	66.88
			Rate Per Hour	Rate per Hour
16	12.9	Aviation Allowance	1.11	1.15

3. This variation shall take effect from the first full pay period to commence on or after 19 February 2009.

I. TABBAA, Commissioner

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**SENIOR MANAGERS (NATIONAL PARKS AND WILDLIFE
SERVICE) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1688 of 2007)

Before Commissioner Ritchie

18 July 2008

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Senior Managers (National Parks and Wildlife Service) Award 2004 published 1 April 2005 (349 I.G. 781) as varied, be rescinded on and from 18 July 2008.

D.W. RITCHIE, Commissioner

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SOAP AND CANDLE MAKERS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1560 of 2007)

Before Commissioner Bishop

16 April 2008

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

Clause No.	Subject Matter
1.	Arrangement
2.	Safety Net Commitments
3.	Hours
4.	Part-time Employment
5.	Rates of Pay
6.	Casual Labour
6A.	Secure Employment
7.	Classification Structure
8.	Award Flexibility
9.	Award Modernisation
10.	Training and Consultative Mechanisms
11.	Mixed Functions
12.	Overtime
13.	Time Off in Respect of Overtime Worked
14.	Meal Breaks
15.	Meal Allowances
16.	Sunday and Holiday Rates
17.	Recall
18.	Holidays
19.	Sick Leave
20.	Personal/Carer's Leave
20A.	Parental Leave
21.	Bereavement Leave
22.	Jury Service
23.	Annual Leave
24.	Long Service Leave
25.	Payment of Wages
26.	Termination of Employment
27.	First-aid and Safety
28.	Amenities
29.	Protective Clothing
30.	Redundancy
31.	Anti Discrimination
32.	Disputes Procedure
33.	Training Wage
34.	Superannuation
35.	Deduction of Union Membership Fees
36.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. Safety Net Commitments

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

3. Hours

- (i) Day Workers
 - (a) The ordinary working hours shall be 38 per week, to be worked Monday to Friday, inclusive, between the hours of 6.00 am and 6.00 pm, provided that the spread of hours may be altered by mutual agreement between an employer and the majority of affected employees in a plant, work section or work sections concerned. Agreement can extend to staggering starting and finishing times for employees provided that the majority of employees affected by the proposed change agree in a plant, work section or work sections concerned.
 - (b) The ordinary hours of work prescribed herein shall not exceed ten on any day. Provided that:

By arrangement between an employer, the union and/or majority of employees in the plant or work sections concerned, ordinary hours not exceeding 12 may be worked on any day subject to:

 - (i) The employer and employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 - Hour shifts.
 - (ii) Proper health monitoring procedures being introduced.
 - (iii) Suitable rostering arrangements being made.
 - (iv) Proper supervision to be provided by the employer.
 - (c) Implementation of the 38-Hour Week - The method of implementing the 38-hour week shall be determined by agreement between the employer and the majority of employees directly affected, from one or more of the following:
 - (i) By employees working less than eight ordinary hours each day.
 - (ii) By employees working less than eight ordinary hours on one or more days each week.
 - (iii) By employees having one weekday off, or two half days off, excluding public holidays in each 20 day work cycle, eight hours being worked on each of the other days of those four weeks. The days off are to be nominated by the employer.
 - (A) By fixing one weekday on which all or any number of employees will be off during a particular 20 day work cycle.

- (B) By rostering employees off on various weekdays during a particular 20 day work cycle. Subject to operational requirements, preference shall be given to days off being arranged to suit individual requests.
 - (C) Flexibility in relation to days off - Where the hours of work of an establishment, plant or section are organised in accordance with this paragraph, an employer may require the employee(s) to accrue a maximum of five rostered days off. Where a rostered day off is allowed, it shall be taken within 12 months of its original due date.
 - (D) The procedure for resolving special, anomalous or extraordinary problems shall be applied in accordance with the disputes procedure. The procedure shall be applied without delay.
 - (E) In any calendar year, where 20 days annual leave is taken there shall be a maximum of 12 rostered days off. Provided that for lesser periods of annual leave taken the above will apply on a proportionate basis.
- (iv) Provided that ordinary hours may be worked by such other method that is agreed upon between the employer and the majority of employees directly affected.
 - (v) Circumstances may arise where different methods of implementing a 38 hour week apply to various groups or sections or employees in the plant or section concerned.
 - (vi) The day scheduled to be the day off in accordance with paragraph (iii) of the subclause may be worked as an ordinary day without penalty when substituted by another day by agreement between the employer and the employee directly affected, or where a number of employees are directly affected, by the agreement between the employer and a majority of employees in respect of whom a substituted day off is sought.
 - (vii) Excluding circumstances beyond the control of the employer and except as herein provided, not less than seven days notice is to be given concerning the days off thus allocated to employees by the application of the foregoing arrangements.
 - (viii) The procedure for resolving special, anomalous, or extraordinary problems shall be applied in accordance with the disputes procedure. The procedure shall be applied without delay.
 - (ix) In any calendar year, where 20 days annual leave is taken there shall be a maximum of 12 rostered days off. Providing that for lesser periods of annual leave taken the above will apply on a proportionate basis.
- (ii) Shift Work
 - (a) The ordinary hours of shift workers shall be fixed by mutual agreement between the employer and the employee concerned, but shall not exceed 76 hours in any period of two consecutive weeks, or 114 hours in any period of three consecutive weeks, or 152 hours in any period of four consecutive weeks.

4. Part-Time Employment

Part-time Employees

- (i) A part-time employee shall mean an adult employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by a full time employee. However;
 - (a) such days shall not be less than 2 per week and

- (b) such hours shall not be less than 12 nor more than 30 per week.
- (ii) The spread of ordinary hours of part-time employees shall be as set out in clause 3, Hours, and their rates of pay shall be calculated pursuant to clause 5, Rates of Pay.
- (iii) Notwithstanding anything else contained in this award, the provisions of this award with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave, maternity leave and holidays shall apply to part-time employees on a pro rata basis for each employee in proportion to the normal ordinary hours worked by weekly employees.
- (iv) Notwithstanding the provisions of this clause, the union and an employer may agree in writing to observe other conditions in order to meet special cases.

5. Rates of Pay

- (i) Adult Employees - The minimum rates to be paid to adult employees shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (ii) Junior Employees - The minimum rates of pay for junior employees shall be: Percentage of the total wage for Group V - General Hand (not otherwise classified) - Per week

At 17 years of age and under	75
At 18 years of age	100
- (iii) The rate of pay for juniors prescribed in subclause (ii) of this clause shall be calculated to the nearest five cents, any broken part of five cents in the result not exceeding two and a half cents to be disregarded.
- (iv) Leading Hands - A Leading Hand appointed in charge of other employees shall be paid as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rate prescribed by subclause (i) and (ii) of this clause, for the highest classification under the employee's control.
- (v) Employees engaged in cleaning pits, tanks, vats and/or sumps and/or evaporator tubes shall be paid as set out in Item 2 of the said Table 2 in addition to their ordinary rates.
- (vi) Employees required to empty bags of soda ash by hand shall be paid as set out in Item 3 of the said Table 2 in addition to their ordinary rates, whilst on such work.
- (vii) A First-aid Attendant shall be paid per day as set out in Item 4 of the said Table 2.
- (viii) Shift Work -
 - (a) Definitions
 - (1) "Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight.
 - (2) "Night Shift" means any shift finishing subsequent to midnight or at or before 8.00am.
 - (b) Employees on afternoon shift shall be paid 15 per cent, and on night shift shall be paid 17.5 per cent, in addition to their ordinary rates of pay. However, in circumstances where an ordinary night shift which commences on Friday is completed on Saturday,
 - (1) the portion of the ordinary shift work which falls on the Saturday (being after 12 midnight on Friday night) shall be paid to the shift worker at the rate of time and a half; and
 - (2) this rate shall be in substitution for and not cumulative upon the existing night shift allowance provided by this paragraph (a).

- (c) Notwithstanding anything elsewhere contained in this subclause, employees required to work on a permanent afternoon shift shall be paid 15 per cent, or on a permanent night shift 22.5 per cent, in addition to the prescribed rate of pay. However, where such a permanent night shift sees a portion of an ordinary shift completed on a Saturday the rate for that portion shall be as prescribed in subparagraph (2) of paragraph (b) of this subclause.

6. Casual Labour

- (i) Casual Labour shall mean labour engaged by the hour when the number of hours does not extend to 38 in any week during which the employee is engaged.
- (ii) The minimum rate to be paid to all employees engaged as casual labour shall be 15 per cent in addition to the hourly equivalent of their respective rate, as classified, with a minimum of four hours per engagement.

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

6A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

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

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

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

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

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

(d) Disputes Regarding the Application of this Clause

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

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

7. Classification Structure

The parties to this award are committed to examining a new skills based classification and wages structure. In making this commitment, the parties accept in principle that the description of job functions within a new structure will be more broadly based and generic in nature.

8. Award Flexibility

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote deskilling.

It is accepted that the performance of a wider range of duties may mean involvement in non-traditional areas.

Employees shall perform such work as is reasonably and lawfully required of them by the employer, including accepting instruction from authorised personnel. Instructions may go to Occupational Health and Safety issues.

Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.

9. Award Modernisation

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.

The parties are committed to examining this award to ensure it reflects the needs 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.

10. Training and Consultative Mechanisms

Employees may be required to undertake training for a wider range of duties and/or access to higher skill levels to assist in the implementation of structural efficiency negotiations.

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

The parties agree to continue discussions on issues raised related to training.

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

11. Mixed Functions

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

12. Overtime

- (i)
 - (a) All time worked in excess of the ordinary daily working hours prescribed in subclause (i) of clause 3, Hours, or in excess of the regular hours of shift workers shall be deemed to be overtime and shall be paid for at the rate of time and one-half for the first two hours in any one day and double time thereafter.
 - (b) However, continuous seven-day shift workers shall be paid double time for all work done outside the ordinary hours of their shifts.
 - (c) Each day's overtime shall stand alone.
- (ii)
 - (a) When overtime is worked on a Saturday the overtime rates shall be time and one-half for the first two hours and double time thereafter:
 - (b) However, a person employed on shift work required to work overtime after finishing the said person's normal shift on a Saturday in accordance with paragraph (b) of subclause (viii) of clause 5, Rates of Pay, shall be paid double time for such overtime.
- (iii) An employee required to work in place of a shift worker, after having completed the employee's own shift, shall be paid overtime rates for such time worked. Provided that
 - (a) Where an employee performs such overtime the employer shall make every effort to relieve the said employee before a 12 hour period of engagement is exceeded.
 - (b) Where overtime is required, it shall be subject to:
 - (1) The employer and the employee(s) concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 hour shifts.
 - (2) Proper health monitoring procedures.
 - (3) Suitable rostering arrangements being made.
 - (4) Proper supervision being provided by the employer.
- (iv)
 - (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

- (b) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until released from duty for such period; and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
 - (1) for the purpose of changing shift rosters; or
 - (2) where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
 - (3) where a shift is worked by arrangement between the employees themselves.
- (v) The roster of an employee shall not be changed from one shift to another without 48 hours' notice of such change being given and in the absence of such notice overtime rates shall be paid until the expiry of such notice.
- (vi) An employee required to work any period of overtime on a Saturday shall receive a minimum payment of four hours at overtime rates
- (vii) Reasonable Overtime
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
 - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

13. Time Off in Respect of Overtime Worked

- (i) Subject to genuine agreement between an employer and employee(s), an employee may elect to take time off in lieu of payment for hours worked outside and/or in excess of the ordinary hours of work prescribed by this award.

- (ii) In such cases the time off shall be calculated on the basis of the penalty prescribed for work outside and/or in excess of the ordinary hours of work prescribed by this award.
- (iii) Provided that such time off shall be taken within four weeks of becoming due or payment for such work shall be made by the employer.
- (iv) Provided further that the time of taking the time off in lieu is subject to mutual agreement between the employer and employee and where agreement cannot be reached the matter shall be dealt with via clause 32, Disputes Procedure.

14. Meal Breaks

- (i) An employee shall be given a period of at least thirty minutes for a meal on each day worked. No person shall work more than five hours without being given a break for a meal, excepting:
 - (a) an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary pay without a meal break. Such arrangement must be by agreement between an employer and each individual employee and/or the majority of employees in the enterprise or work section or sections concerned.
- (ii) Where an employee is required to work beyond five hours, or beyond the agreed time as set out in paragraph (a) of subclause (i) of this clause, such work shall be paid for under the award overtime rates, as set out in paragraph (a) of subclause (i) of clause 12, Overtime. Payment at overtime rates shall continue until such time as the employee is allowed an uninterrupted meal break of thirty minutes.
- (iii) Subject to subclause (i) of this clause, the time of taking a meal break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.

15. Meal Allowances

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

16. Sunday and Holiday Rates

- (i) For all work performed on Sunday, an employee shall be paid at the rate of double time with a minimum payment of four hours' work.
- (ii) For all work performed on the holidays prescribed by clause 18, Holidays, an employee shall be paid at the rate of double time and one-half with a minimum payment of four hours' work.

17. Recall

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

18. Holidays

(i)

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

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

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

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

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

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

19. Sick Leave

An employee who, having completed three months continuous service, is unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity (including incapacity resulting from injury within the *Workers' Compensation Act 1987*, the *Workplace Injury Management and Workers Compensation Act 1998* or any successor legislation), not due to the employee's own serious and wilful misconduct, shall be entitled to be paid at the ordinary time rate of pay for such absence, subject to the following:

(i) The employee shall, as far as practicable;

(a) Inform the employer of any inability to attend for duty within twenty four hours of the commencement of such absence, and

(b) state the nature of the injury or illness and the estimated duration of the absence.

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

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

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

- (b) An employee in the second year of service and thereafter shall be entitled to ten days' sick leave per year.
- (iv) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer so that any part of the sick leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions described by this clause, in a subsequent year of continued employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for an unlimited period.
- (v) When a new employee has completed three months continuous service that employee shall be entitled retrospectively to sick leave taken in accordance with this clause during that three months continuous service.

20. 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 20(i)(c)(2) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 19, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first mentioned-person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same-sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:

1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at clause 32, Dispute Procedure, should be followed.

(ii) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 20(i)(c)(2) above who is ill or who requires care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (i) of this clause, and despite the provisions of clause 13, Time Off in Respect of Overtime Worked, 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 the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) **Rostered Days Off**
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (vii) **Personal Carers Entitlement for casual employees -**
- (1) Subject to the evidentiary and notice requirements in 20(i)(b) and 20(i)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 20(i)(c)(2) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

20A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
 - (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.
- The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (3) **Right to request**

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

(4) Communication during parental leave

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

21. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to two days bereavement leave without deduction of pay, on each occasion of the death of a person in Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia the employee shall be entitled to two days bereavement leave where the employee travels outside Australia to attend the funeral.

- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 20, Personal/Carer's Leave, provided that, for the purposes of bereavement leave, the employee need not have been granted other leave.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv) and (v) of the said clause 20. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 21(i) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 20(i)(c)(2) of clause 20, Personal / Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

22. Jury Service

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

23. Annual Leave

- (i) See *Annual Holidays Act 1944*.
- (ii) Seven-day Shift Workers:
 - (a) In addition to the annual leave benefits prescribed by subclause (i) of this clause with regard to an annual holiday of four weeks, an employee who during the year of employment with the employer with respect to which the employee becomes entitled to the said annual holidays works as a continuous seven-day shift worker shall be entitled to the additional leave as hereunder specified.
 - (1) If, during the year of employment, the employee has served the employer continuously as such seven-day shift worker the additional leave with respect to that year shall be one week.
 - (2) Subject to subparagraph (4) of this paragraph if during the year of employment the employee has served for only a portion of it as such seven-day shift worker, the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker.

- (3) Subject to subparagraph (4) of this paragraph, the employee shall be paid for such additional leave at the same rate and under the same conditions as provided in subparagraph (1) of this paragraph for the annual holiday of four weeks.
- (4) Where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall be discharged by payment only and such payment shall be at the rate outlined in subparagraph (3) of this paragraph.
- (5) In this clause reference to one week and one day shall include holidays and non-working days.
 - (a) Where the employment of a worker has been terminated and the employee thereby becomes entitled under section 4 of the Annual Holidays Act 1944 to payment in lieu of an annual holiday, with respect to a period of employment, the employee also shall be entitled to an additional payment for three and one-third hours at the annual leave rate of pay with respect to each twenty-one shifts of service as such seven-day shift worker which the employee has rendered during such period of employment.
 - (b) In the case of an employee who was, at the commencement of annual leave, employed as a seven-day shift worker, as defined herein, one day shall be added to the annual leave period in respect of any holiday prescribed by this award which falls within the period of annual leave to which the employee is entitled under this award.

In addition to the foregoing a seven-day shift worker who regularly works the 21st shift of the said employee's roster, shall be paid the equivalent of time worked on that day when proceeding on annual leave.

- (iii) In addition to the entitlement accruing under subclauses (i) and (ii) of this clause, during a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by clause 5, Rates of Pay.

The loading shall be calculated as follows:

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

However, where the employee would have received shift loadings, Saturday penalties and/or Sunday penalties as prescribed by this award had the employee not been on leave during the relevant period, and such loadings would have entitled the employee to a greater amount than the loading of 17.5 per cent, then the shift loadings shall be added to the rate prescribed by the said clause 5, in lieu of the 17.5 per cent loading.

And further, that if the shift loadings would have entitled the employee to a lesser amount than the loading of 17.5 per cent then such loading of 17.5 per cent shall be added to the rate of wages prescribed by the said clause 5, in lieu of the shift loading.

24. Long Service Leave

See *Long Service Leave Act 1955*.

25. Payment of Wages

- (i) Wages shall be paid weekly on a day other than a Saturday, Sunday or holiday during working hours, such day not to be later than a Thursday; however, should such pay day fall on a Thursday which is a

public holiday then such pay day shall be not later than one day prior to the Thursday. If wages are paid during the usual meal time, such time so occupied shall be added to the actual meal time.

- (ii) The pay period shall close not more than two working days before the recognised pay day. Any employee required to wait after the usual ceasing time to receive wages shall be paid at ordinary rates for all time kept waiting to be paid.
- (iii) Payment by the employer may be made by cash or cheque or by the employer transferring the amount due into an individual employee's account at the bank, or other recognised financial institution, of the employee's choice, in the following cases:
 - (a) where the majority of employees and the employer agree;
 - (b) by individual agreement between an employer and any particular employee;
 - (c) at the employer's discretion, for any new employee entering into the Industry after 23 September 1992.

26. Termination of Employment

- (i) Full Time and Part Time Employment -
 - (a) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. Provided that during the first month of full-time or part-time employment the contract of employment shall be of a probationary nature.
 - (b) This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.
- (ii) Abandonment of Employment - The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer and without reasonable cause shall be prima facie evidence that the employee has abandoned their employment. Provided that:
 - (a) If, within a period of fourteen days from the last attendance at work or the date of the last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that the employee was absent for reasonable cause, the employee shall be deemed to have abandoned employment.
 - (b) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.
- (iii) Standing Down of Employees
 - (a) Notwithstanding anything expressed or implied in this award an employer has the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.
 - (b) Notwithstanding any provision of this award, the standing down pursuant to this subclause of any employee shall be treated as not having broken the continuity of employment of that employee. The period or periods of stand-down shall not be considered a period of absence from duty for the purposes of any provision of the award providing for or in relation to annual leave or long service leave.

- (c) Notwithstanding any other provisions of this award:
- (1) A full-time or part-time employee who is required to attend for work on any day and who works on that day shall be paid the ordinary pay for the time worked or for four hours, whichever is the greater. However, if the employee works for not less than 75% of the ordinary hours for the day, the employee shall be paid ordinary pay for a full day.
 - (2) A casual employee who is required to attend for work on any day and who attends and who, pursuant to these stand-down provisions, is not required to work shall be paid for that day the ordinary pay for one hour plus the casual allowance as set out in subclauses (i) and (ii) of clause 6, Casual Labour.
- (d) An employee who, pursuant to these provisions, is not required to work for any period shall be deemed to have worked for that period for all purposes related to leave of any kind whether prescribed by any Act or this award or related to entitlement to any holiday, prescribed by this award. However, an employee who by this clause is deemed to have worked on a public holiday shall be paid at ordinary time for such day or days.
- (e) An employee to whom the company proposes to apply these stand-down provisions may, with the consent of the company, elect to take any period of an annual holiday in lieu of being stood down; provided that this clause shall be read and construed subject to the provisions of the Annual Holidays Act 1944, to the intent that any provision of this clause inconsistent with any provision of that Act shall be deemed to be of no force and effect.
- (f) The company shall daily make and preserve and keep a true and accurate record of the name of each employee to whom the company applies these stand-down provisions and of the days and times when the employee was, because of the said application of these provisions, not required to work, and shall make such record available for inspection by the secretary of the industrial union concerned at any time that is reasonable in the circumstances.

27. First-Aid and Safety

- (i) Adequate first-aid facilities shall be provided by the employer. (See Occupational Health and Safety Regulation 2001.)
- (ii) Where an employee is required by the employer to act as a first-aid attendant the employee shall be paid as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per day or shift in addition to ordinary rates.
- (iii) Not less than two employees shall be employed hand-stacking drums of 200 litre capacity more than one metre high unless lifting gear is used.
- (iv) Employees under the age of 18 years shall not be employed in the manufacture of soap powder or soap containing silica.
- (v) The proportion of junior employees to adults in the manufacture of candles shall not exceed one junior to two adults.

28. Amenities

The employer shall provide adequate dressing room, washing and toilet accommodation in accordance with the requirements of the Factories, Shops and Industries Act 1962, or any relevant successor legislation.

29. Protective Clothing

- (i) Gloves and suitable footwear shall be provided for employees engaged in handling caustic or acids. Suitable footwear shall be provided for employees engaged in removing soda from troughs. Such gloves and footwear shall remain the property of the employer.

- (ii) When the need arises, cold cream and sticking plaster shall be provided for the use of employees for their hands.
- (iii) Suitable goggles, mask or respirator shall be provided by the employer for the employees, where necessary, which appliances shall remain the property of the employer.
- (iv) Suitable waterproof coats shall be provided, free of cost, by the employer for the use of employees required to work in the open in wet weather. Such coats, when provided, shall remain the property of the employer.
- (v) Suitable protective clothing in the form of overalls, boots or shoes shall be supplied to an employee where the nature of the work requires such protective clothing to be worn.

All protective clothing supplied under this clause shall remain the property of the employer and if an employee leaves the employment of such employer without returning such protective clothing, the employer may deduct from any moneys owing at the time of termination an amount representing the value of such protective clothing not returned.

30. Redundancy

- (i) Application
 - (a) This clause shall apply in respect of full-time and part-time persons under this award in the classifications set out in Table 1 - Wages, of Part B, Monetary Rates.
 - (b) In respect to employers who employ 15 or more 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 alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or, in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change
 - (a) Employer's Duty to Notify
 - (1) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure, mechanisation 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 matter 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 done by anyone pursuant to subclause (ii) 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 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 discussion 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, Programme, Organisation or Structure

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure, in accordance with 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 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 notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (3) 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.

(b) Notice of 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 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 the Appropriate Government Agency

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of 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 or the appropriate government agency.

(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 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 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

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

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

(b) Incapacity to Pay

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

(vi) Savings Clause

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

31. Anti Discrimination

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

Note:

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

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

32. Disputes Procedure

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

- (i) Procedure relating to a grievance of an individual employee:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) If the matter remains unresolved, it should be referred to the appropriate tribunal under the *Industrial Relations Act (NSW) 1996*
 - (f) While a procedure is being followed, normal work must continue.
 - (g) The employee may be represented by an industrial organisation of employees.
- (ii) Procedure for a dispute between an employer and the employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time levels must be allowed for discussion at each level of authority.
 - (c) If the matter remains unresolved, it should be referred to the appropriate tribunal under the *Industrial Relations Act (NSW) 1996*.
 - (d) While a procedure is being followed, normal work must continue.
 - (e) The employer may be represented by an industrial organisation of employers and the employees may be represented for the purposes of each procedure.

33. Training Wage

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

34. Superannuation

- (i) The subject of superannuation contributions is dealt with extensively by legislation, including the *Industrial Relations Act 1996*, the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) The employer shall be a participating employer in any of the following funds:

Australian Public Superannuation (APS);

Australian Superannuation Savings Employment Trust (ASSET); or
any other Registered Fund agreed to by the employer and the employee
and shall participate in accordance with the Trust Deed of that fund.

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

Notation: Employer contributions under relevant legislation are set at 9% from 1 July 2002.

- (iv) The employer shall provide each employee upon commencement of employment with membership forms of the fund and shall forward the completed membership form to the fund within 14 days.
- (v) An employee may make contributions to the fund in addition to those made by the employer.
- (vi) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the fund from the employee's wages a specified amount in accordance with the Trust Deed and the rules of the fund.
- (vii) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.
- (viii) All contributions shall be made at the completion of each calendar month.
- (ix) Ordinary time earnings shall be defined as including:
- (a) Award classification rate.
 - (b) Over-award payment.
 - (c) Shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime.
 - (d) Casual loading in respect to casual employees including 1/12th Annual Holiday Loading.

35. Deduction of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.

- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly, as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.
- (viii) The above variations shall take effect:
 - (a) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first full pay period to commence on or after 17 March 2003;
 - (b) In the case of employers who do not fall within paragraph (a) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions), from employees' pay, or have in place facilities to make such deductions, from the beginning of the first full pay period to commence on or after 17 June 2003.
 - (c) For all other employers, from the beginning of the first full pay period to commence on or after 17 September 2003.

36. Area, Incidence and Duration

This award shall apply to Soap and Candle Makers and Detergent Makers and their assistants in the State, excluding the County of Yancowinna, within the jurisdiction of the Soap and Candle Makers (State) Industrial Committee.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Soap and Candle Makers (State) Consolidated Award published 6 July 2001 (325 I.G. 1033) as varied.

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

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

PART B

MONETARY RATES

Table 1 - Wages

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Group I - Employee in charge of soap Making Chemithon Plant Operator	536.50	20.00	556.50
Group II - Soap Boiler, including the finishing of Soap Pan Tower Operator Granulation Plant Operator Fork Lift Operator	525.40	20.00	545.40
Group III - Employees working at Pans Kettle Operator Amalgamator and Mill Operator Glycerine Room Operator Wrapping Machine Operator Automatic Stamping Machine Operator Liquid Detergents Operator Mixing (Non-soap Detergents) Operator Screens and Dosing Operator Soap Dryer Operator Tallow Beaching	517.20	20.00	537.20
Machine Adjuster, all locations Chemithon Assistant Operator Weight Controller			
Group IV - Malley's Dust Collector Jet Room Operator Employees engaged in mechanical and/or hand crushing Employee melting out oils and fats Employee pumping oil to soap pans and kettles Treatment - hand, glycerine Assistant mixer operator, non-soapy detergent Powder Reclaiming Operator	511.50	20.00	531.50
Group V - Employees engaged in open air stacking, handling and receiving raw materials Employee filing, trucking, weighing, etc. Employee on automatic sealing machine Soda Boiler Employee not elsewhere classified	505.70	20.00	525.70
Stearine and Candles - Candle Maker	512.30	20.00	532.30
Stillman	510.10	20.00	530.10
Candle Moulder	506.70	20.00	526.70
Stearine Press Operator	504.40	20.00	524.40
Employees concentrating candle crude glycerine	504.40	20.00	524.40
Operator in charge of flat splitting plant	510.10	20.00	530.10

General Hand not elsewhere classified	504.40	20.00	524.40
Candle Manufacturer	504.40	20.00	524.40
All others	505.70	20.00	525.70

Table 2- Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	5(iv)	Leading Hand Allowance -		
		In charge of 3 to 6 employees	21.65	22.50
		In charge of 7 to 10 employees	27.30	28.40
		In charge of 11 to 15 employees	32.30	33.60
		In charge of more than 15 employees	40.00	41.60
2	5(v)	Employees engaged in cleaning pits, tanks, vats and/or stumps and/or evaporator tubes	0.84	0.87
3	5(vi)	Employees required to empty bags of soda ash by hand	0.83	0.86
4	5(vii) 27(ii)	First-aid Attendant	2.80	2.90
5	15(i) and 15(iii)	Meal Allowance	9.35	9.70
		Overtime in excess of four hours		
		Notified of overtime		

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

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

TAXI INDUSTRY (CONTRACT DRIVERS) CONTRACT DETERMINATION, 1984

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Taxi Industry Association.

(No. IRC 974 of 2008)

Before The Honourable Justice Marks

3 July 2008

AWARD

1. Delete Table 1 - Wages, Rates Summary and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the contract determination published 2 August 1991 (264 I.G. 456), and insert in lieu thereof the following:

Table 1 - Wages

Rates Summary

Shift	Maximum Pay-in Including GST \$	Km	Excess per Km
Day Shifts - all days	151.83	260	0.63 cents
Night shifts - Monday	164.73	300	0.63 cents
Night shifts - Tuesday	167.59	320	0.63 cents
Night shifts - Wednesday	180.71	320	0.63 cents
Night shifts - Thursday	203.89	350	0.63 cents
Night shifts - Friday	231.25	400	0.63 cents
Night shifts - Saturday	231.25	400	0.63 cents
Night shifts - Sunday	179.27	320	0.63 cents

Table 2 - Other Rates & Allowances (exclusive of GST)

Clause No.	Brief Description	Amount \$
2(j)	Excess fee amount	0.63 cents
19(b)(i)	Annual leave pay - (bailee - 12 months)	726.16
19(b)(ii)	Annual leave pay - (bailee- 3 to 12 months)	$726.16 \times 4/48 \times \text{no. of weeks}$
20	Sick Leave	145.73
21	Bond	121.28
23(ii)	Incomplete shift	18.22

2. The variation is to apply to the first shift commencing after one minute past midnight on 5 July 2008.

F. MARKS J.

Printed by the authority of the Industrial Registrar.

TEXTILE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1175 of 2008)

Before Commissioner McKenna

29 July 2008

VARIATION

1. Delete paragraph 5.3.3 of subclause 5.3 of clause 5, Rates of Pay, of the award published 2 May 2008 (365 I.G. 1082) and insert in lieu thereof the following:

5.3.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2008, as set out in the said Table 1, Rates of Pay in Part B - Monetary Rates. This adjustment may be offset against:

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

2. Delete Part B - Monetary Rates and insert in lieu thereof the following:

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

Adult Rates of Pay - Clause 5

Classification Skill Level	Minimum Weekly Award Wage Rate \$
Trainee	545.40
1	562.70
2	586.10
3	607.90
4	642.90
5#	686.30

* The weekly award wage rate for ordinary hours combines the base rate, supplementary payment and arbitrated safety net adjustments and State Wage Case decisions awarded since the NWC October 1993 Review of Wage fixing Principles.

Wage Band

Junior Rates of Pay - Clause 9

Years of Age	Percentage of Skill Level 2 Skill Level 2 = \$586.10	Minimum Weekly Award Rate \$
16	50%	293.05
16.5	55%	322.35
17	59%	345.80
17.5	64%	375.10
18	69%	404.40
18.5	75%	439.60
19	80%	468.90
19.5	85%	498.20
20	Adult Rate	

Apprentice Rates of Pay - Clause 6

4-year term	Percentage of Skill level 4 Skill Level 4 = \$618.20 %	Minimum Weekly Award Rate \$
1st year	52	334.30
2nd year	62	398.60
3rd year	82	527.20
4th year	92	591.45

Adult Apprentice Rates of Pay - Clause 7

4-year term	Percentage of Skill level 4 Skill Level 4 = \$642.90 %	Minimum Weekly Award Rate \$
1st year	82	527.20
2nd year	87	559.30
3rd year	92	591.45
4th year	100	642.90

Table 2 - Other Rates and Allowances

The allowances in this table shall be payable on or from the first pay period on or after 1 August 2008.

Item No.	Clause No.	Brief Description	Amount \$
1	5.7	Leading Hand allowance - In charge of up to 10 employees In charge of 11 to 20 employees In charge of 21 or more employees High rise Stacker Operator	23.25 per week 33.95 per week 41.20 per week 16.85 per week
2	10.1	Blender/Blending machine attendant	17.80 per week
3	10.2 39.19	Hand Stripping of cards	1.03 per complete set
4	10.3	Called upon to work in dust chamber in a cotton Mill	8.90 extra for that week
5	10.4	Engaged in Dye House/Bleach House	7.40 per week
6	10.4	Employees also engaged in loading/unloading of Kiers or entering vaporloc machines	Further additional 3.85 per week

7	10.5	First-aid Attendant	11.00 per week
8	10.6	Instructors	16.55 per week
9	10.7	Engaged on Shoddy-shaking machines (dirt money)	13.15 per week
10	10.8	Polisher machine operators engaged in cleaning of size troughs - Sewing Threads Section	8.90 per week
11	10.9	In the event where proper facilities are not provided for the protection of employees engaged in loading/unloading soda ash from delivery vehicles by hand	1.25 per hour
12	10.10	Sorting unwashed rags	2.70 per week
13	10.11	Willey hands in waste room	8.90 per week
	10.12	Clean Wool Scouring Pits in an offensive condition	Double ordinary rates
14	10.13	Picking over bales of wool, waste or rags in an offensive condition	1.08 per bale
15	10.14	Operating flax scutchers, tow on breaker and finisher	7.30 per week
16	13.7	Payment of Results systems - Employee who also instructs learners	
		1st week	5.50 per week
		2nd week	4.85 per week
		3rd week	4.25 per week
		continue instructing a learner thereafter	4.25 per week
17	18.2	Meal Allowance	7.75
		For each subsequent meal	5.70
18	20.8	Change of shift without 2 working days' notice	18.20 extra as compensation

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

D. S. McKENNA, Commissioner

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TOY MAKERS' 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 796 of 2008)

Before Commissioner Ritchie

16 June 2008

VARIATION

1. Delete subclauses (i) and (vii), of clause 3, Wages, of the award published 8 June 2001 (325 I.G. 404), and insert in lieu thereof the following:

- (i) Adults - The minimum rates of pay for the classifications in this Award are set out hereunder.
- (a) Employees engaged in the manufacture or preparation of soft toys and or dolls of all descriptions (including clay, rubber and sawdust) shall be paid the following rates of pay:

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Cutter - out	512.70	20.00	532.70
Press operator - all materials except cloth	510.70	20.70	531.40
Mould reproducer	507.30	24.10	531.40
Spray gun operator	507.30	24.10	531.40
Grinder or Buffer	506.10	25.30	531.40
All other adult employees	504.40	27.00	531.40

- (b) Employees engaged in the manufacture and/or preparation of wooden toys shall be paid the following rates of pay:

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Sawyer	512.70	20.00	532.70
Sanding machine operator	507.30	24.10	531.40
Spray gun Operator	507.30	24.10	531.40
All other employees	504.40	27.00	531.40

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

2. This variation shall take effect from the first full pay period to commence on or after 16 June 2008.

D.W. RITCHIE, Commissioner

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TRANSPORT INDUSTRY - MIXED ENTERPRISES (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 2007)

Before Commissioner Murphy

4 December 2007

REVIEWED AWARD

1. Delete the award title "Transport Industry - Mixed Enterprises Interim (State) Award", of the award published 23 November 2001 (329 I.G. 748), and insert in lieu thereof the following:

"TRANSPORT INDUSTRY - MIXED ENTERPRISES (STATE) AWARD"

2. Delete the words "Transport Industry - Mixed Enterprises Interim (State) Award" appearing in clause 1, Award Title, and insert in lieu thereof the following:

"Transport Industry - Mixed Enterprises (State) Award"

3. Delete subclauses 5.2 and 5.4 of clause 5, Area, Incidence and Duration and insert in lieu thereof the following:

- 5.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 December 2007.

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

J. P. MURPHY, Commissioner

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SERIAL C6636

**GOVERNMENT RAILWAYS (BUILDING TRADES) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch)

(No. IRC 432 of 2008)

The Honourable Mr Justice Staff

24 April 2008

ORDER

The Commission orders that:-

1. The duration of the Government Railways (Building Trades) Industrial Committee published 16 September 2005 (353 I.G. 939), be extended for a further period of three (3) years.
2. This order shall take effect from 1 April 2008.

C. G. Staff J.

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SERIAL C6635

GLASS WORKERS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch)

(No. IRC 433 of 2008)

The Honourable Mr Justice Staff

24 April 2008

ORDER

The Commission orders that:-

1. The duration of the Glass Workers (State) Industrial Committee published 16 September 2005 (353 I.G. 940), be extended for a further period of three (3) years.
2. This order shall take effect from 1 April 2008.

C. G. Staff *J.*

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SERIAL C6634

**BUILDING, CONSTRUCTION AND RELATED CALLINGS (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch)

(No. IRC 434 of 2008)

The Honourable Mr Justice Staff

24 April 2008

ORDER

The Commission orders that:-

1. The duration of the Building, Construction And Related Callings (State) Industrial Committee published 16 September 2005 (353 I.G. 899), be extended for a further period of three (3) years.
2. This order shall take effect from 24 June 2008.

C. G. Staff J.

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SERIAL C6400

**HAIRDRESSING AND BEAUTY THERAPY (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Professional Hairdressers' Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 2132 of 2007)

The Honourable Justice Boland

13 December 2007

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Hairdressing and Beauty Therapy (State) Industrial Committee published 26 April 1996 (292 I.G. 365), be extended for a further period of three (3) years.
2. This order shall take effect from 4 March 2008.

R. P. BOLAND *J.*

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SERIAL C6638

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA08/17 - Macquarie Generation Enterprise Agreement 2008**

Made Between: Macquarie Generation -&- the Australian Institute of Marine and Power Engineers New South Wales District, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales, Unions NSW.

New/Variation: Replaces EA05/166.

Approval and Commencement Date: Approved 27 June 2008 and commenced 1 July 2008.

Description of Employees: The agreement applies to all employees employed by Macquarie Generation located at 34 Griffith Road, Lambton NSW 2299, who are engaged in the classifications prescribed in this agreement and who fall within the Macquarie Generation Employees (State) Award 2005.

Nominal Term: 12 Months.

EA08/18 - Macquarie Generation Enterprise Agreement 2008 (Retirement Ill Health and Sick Leave)

Made Between: Macquarie Generation -&- the Australian Institute of Marine and Power Engineers New South Wales District, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales, Unions NSW.

New/Variation: Replaces EA05/166.

Approval and Commencement Date: Approved 27 June 2008 and commenced 3 June 2008.

Description of Employees: The agreement applies to all employees employed by Macquarie Generation located at 34 Griffiths Road, Lambton NSW 2299, who are covered by the Macquarie Generation Enterprise Agreement 2008, and who fall within the coverage of the Macquarie Generation Employees (State) Award 2005.

Nominal Term: 12 Months.

EA08/19 - Delta Electricity Employees Enterprise Agreement 2008

Made Between: Delta Electricity -&- the Australian Institute of Marine and Power Engineers New South Wales District, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales, Unions NSW.

New/Variation: Replaces EA04/249.

Approval and Commencement Date: Approved 12 June 2008 and commenced 11 March 2008.

Description of Employees: The agreement applies to all employees except for Senior Executives who are employed by Delta Electricity, PO Box Q863, QVB NSW 1230 and who fall within the coverage of the Delta Electricity Employees Award 2005.

Nominal Term: 12 Months.

EA08/20 - Wingham Beef Exports and AMIEU Collective Agreement 2008

Made Between: Wingham Beef Exports Pty Limited -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.

New/Variation: Replaces EA05/255.

Approval and Commencement Date: Approved 20 June 2008 and commenced 12 June 2008.

Description of Employees: The agreement applies to all employees employed by Wingham Beef Export Pty Limited, who are engaged at the company's beef processing plants located at 1295 Gloucester Road, Wingham NSW 2429 and Wirrimbi Cold Stores, Rodeo Road, Wirrimbi NSW, who perform any work under the classifications contained in this agreement and who fall within the coverage of the Butchers' Wholesale (Newcastle and Northern) Award.

Nominal Term: 36 Months.

EA08/21 - Mannway Logistics Pty Ltd - TWU Mannway Intermodal Terminal Villawood Agreement 2007

Made Between: Mannway Logistics Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA05/197.

Approval and Commencement Date: Approved 25 July 2008 and commenced 29 September 2007.

Description of Employees: The agreement applies to all employees employed by Mannway Logistics Pty Ltd., 246 Miller Road, Villawood NSW 2163, who are engaged at the Mannway Intermodal Terminal Villawood site and who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

EA08/22 - State Water Corporation Field Officers Enterprise Agreement 2008

Made Between: State Water Corporation -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA06/116.

Approval and Commencement Date: Approved 2 June 2008 and commenced 1 July 2008.

Description of Employees: The agreement applies to all employees employed by State Water Corporation, located at Riverview Business Park, 36 Darling Street, Dubbo NSW 2830, who are engaged in the classification of Field Officer, and who fall within the coverage of the Conservation Field Officers Department of Lands, Department of Water and Energy, Department of Environment and Climate Change and State Water Corporation Award.

Nominal Term: 12 Months.

EA08/23 - State Water Corporation Salaried Officers Enterprise Agreement 2008

Made Between: State Water Corporation -&- the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

New/Variation: Replaces EA06/146.

Approval and Commencement Date: Approved and commenced 30 June 2008.

Description of Employees: The agreement applies to all employees employed State Water Corporation, located at Riverview Business Park, 36 Darling Street, Dubbo NSW 2830, who are engaged in the classification of Salaried Officer, and who fall within the coverage of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the State Water Corporation (Storages, Operations and River Infrastructure Staff) Award.

Nominal Term: 12 Months.

SERIAL C6675

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6399 published 30 May 2008

(365 I.G. 1971)

CORRECTION

1. Delete the table headed "EA08/12 - Energy Australia Agreement 2006" and substitute the following:

EA08/12 - Energy Australia Agreement 2006
<p>Made Between: Energy Australia -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales.</p>
<p>New/Variation: New.</p>
<p>Approval and Commencement Date: Approved 28 March 2007 and commenced 19 December 2006.</p>
<p>Description of Employees: The agreement applies to all employees employed by Energy Australia, who are engaged in the classifications set out in Appendices 3, 4, 5 and 6 of this agreement and who fall within the coverage of the Energy Australia Award 2004.</p>
<p>Nominal Term: 24 Months.</p>

G. M. GRIMSON *Industrial Registrar.*

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