

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/188

TITLE: **Vinidex Pty Limited Smithfield Site Enterprise Agreement 2006**

I.R.C. NO: IRC6/1769

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

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VARIATION:** Replaces EA05/277.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Vinidex Pty Limited. Smithfield Site located at 254 Woodpark Road, Smithfield NSW 2164, who are not employed as salaried staff, who fall within the coverage of the Rubber Workers (State) Award and the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Vinidex Pty Limited -&- the National Union of Workers, New South Wales Branch, The Australian Workers' Union, New South Wales

VINIDEX PTY LIMITED

SMITHFIELD ENTERPRISE AGREEMENT 2006

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PART 1: GENERAL AGREEMENT CONDITIONS

Agreement Objectives

This Agreement seeks to promote a more pro-active approach to Industrial Relations by having reached a set of wages and conditions of employment in a form which identifies with productivity, efficiency, mutual respect and understanding of each of the parties.

In summary, the Primary Objectives of this Agreement are:

- to establish and maintain the safest and healthiest work place possible;
- to achieve the best efficient and productive production results possible without compromising health and safety of the Employees;
- to provide proper training and career opportunities for Employees;
- satisfy the owners and customers to achieve long term investment in the site;
- be capable of adapting the organisation and work practices more quickly than our competitors;
- to meet the stated goals and targets of this Agreement;
- achieve greater motivation and personal pride amongst employees working in a co-operative atmosphere that leads to fair decisions and good results;
- to establish a genuine Unions-Company Partnership;
- to continue the intention of aligning all working conditions at the Smithfield site.

1.1. Title

This Agreement shall be known as the Vinidex Pty. Limited Smithfield Site Enterprise Agreement 2006.

1.2. Parties Bound

This Agreement will bind the following parties:

- (a) The National Union of Workers (NSW Branch) and its members
- (b) The Australian Workers Union (AWU) and its members
- (c) Vinidex Pty Limited (the Company) for the employment of the members of the above unions who are employed:
 - within the operations of the Company, or
 - in connection with the operations of the Company.

1.3. Application

This Agreement applies to all employees of Vinidex Pty. Limited, Smithfield Site who are not employed as salaried staff.

1.4. Relationship to Parent Award and Other Legislation

The provisions of the Rubber Workers (State) Award and the Metal, Engineering & Associated Industries (State) Award, as at the date of commencement of this agreement shall apply to the employment of the employees covered by this Agreement. The parties have agreed that the terms of the awards have been incorporated by reference into this Agreement. Copies of the said awards are attached at Appendix 5 and Appendix 6 respectively.

This Agreement shall be read wholly in conjunction with the Rubber Workers (State) Award for production and distribution employees and the Metal, Engineering & Associated Industries (State) Award for trades employees, as these awards operated at the date of commencement of this Agreement. Where there is any inconsistency between the awards and this Agreement, this Agreement shall take precedence to the extent of the inconsistency.

The Company agrees that no employee will, as a result of any changes to the Rubber Workers (State) Award [580] and the Metal, Engineering & Associated Industries (State) Award [039], suffer any loss of wages, conditions or other benefits. If the matters dealt with in the awards are reduced, or if the awards are otherwise stripped back or simplified, the Company agrees to continue to observe all the provisions of the awards, as they existed at the commencement date of this Agreement.

This Agreement is the sole document governing employment conditions for the Vinidex Pty Ltd, Smithfield Site. Where the Agreement is silent on any matter the Parties will refer to the following documents in the following sequence:

- Rubber Workers (State) Award (for Production and Distribution employees);
- Metal and Engineering Industries (State) Award (for Trades Employees)
- prevailing State Legislation, or
- in the absence of State Legislation, the Federal Legislation will apply.

1.5. Date and Period of Operation

This Agreement will operate from the date of approval of the Agreement and will remain in force until 1 March 2009.

1.6. No Disadvantage to Employees (Standard Conditions)

- 1.6.1 This Agreement will not provide a net detriment as compared against the conditions in the underpinning awards for the employees covered by it.
- 1.6.2 It is agreed by the parties that no employee, who would otherwise be covered by this agreement, shall be employed on terms and conditions, taken as a whole package, that are lower than those provided for in this agreement.

1.7. No Extra Claims

There will be no further claims in relation to wages or conditions for the life of this Agreement except when consistent with this Agreement.

1.8. Public Interest

This Agreement will benefit the employees of Vinidex, Smithfield Site, the Company's owners, the Union parties to the Agreement, customers, suppliers, local industry and the general Australian community, thus demonstrating Public Interest.

1.9. Implementation and Renewal of Agreement

The Single Bargaining Unit will meet quarterly from the commencement of this Agreement to implement this Agreement. Prior to the expiry of the Agreement and no later than October 2008 the Parties will review the Agreement and commence negotiations for the renewal of the Agreement.

1.10. Unintended Consequences

The Parties have developed this Agreement in good faith. The information on which decisions were made was information shared by all Parties. In the event that there are any unforeseen or unintended outcomes of significant proportions the Single Bargaining Unit will meet to resolve the matter.

1.11. Agreement Distribution

The Single Bargaining Unit is committed to providing all current employees with access to the Agreement and new starters with a copy of this Agreement. The Agreement will also be stored electronically for Plant access.

PART 2: THE COMMITMENTS OF VINIDEX AND ITS EMPLOYEES

2.1. Joint Unions/Company Partnership

2.1.1 Our Strategic Plan aims to prolong the life of our plant through the attraction of further investment at the site to expand capacity. To create the environment for such large scale investments, we must continuously strive to improve the quality and consistency of our operations, eliminating all sources of wastage or rework. The success of these endeavours will be heavily dependent on our most important asset - our Employees. We recognise that both the Company and the Unions have common objectives and that how we all work together to achieve these common objectives is an increasingly important source of competitive advantage.

2.1.2 Our common objectives are that our best results will be obtained by creating long term employment security, safe and superior working conditions and a high standard of living for all of our employees and their families. To achieve this we must:

- Satisfy our owners and customers to achieve long term investment in the site.
- Be able to adapt our organisation and work practices more quickly than our competitors are able to do, as and when the changing external forces demand it. Ensure injury prevention through a safe working environment and expand production in harmony with the outside environment.
- Achieve greater motivation and personal pride amongst our employees and hence better team and business results when all of our employees are involved in decisions that affect their work. Have the right Employees for the right jobs working on the right issues with accurate supporting data and skills in a co-operative atmosphere that leads to good, fair decisions and results.

2.1.3 The most preferred way forward is to continually strengthen the relationship between the Company and the Unions representing our employees heading into a full Partnership. We further believe that such a Partnership will lead to greater business success than alternative labour arrangements can. The most important aspect of the Partnership is that it is owned, driven and genuinely committed to by employees on the shopfloor as well as at other levels of the organisation.

2.1.4 We share a common view that a genuine Partnership:

- is not only based on shared objectives, trust, open communication but most importantly on the commitment of all parties to meeting their reciprocal obligations.
- involves not only the sharing of information but also sharing the plant's Strategic Goals and the responsibility for decision making on all issues directly affecting the work of our employees.
- involves all Partners making an equal and tangible contribution to the success of the overall plant for the well being of all of our employees.
- requires all Partners to be ready to defend the integrity of the Partnership to achieve the best results for the organisation and the majority of our employees.

2.1.5 It is recognised that adherence to these principles will be an overriding obligation for all parties during the life of this Agreement.

2.1.6 In order to ensure that the Partnership is established effectively with the full commitment of all Parties at Vinindex, this Agreement intends to establish the mechanisms and processes which will allow for the principles of a Union-Company Partnership to be more fully developed and established at all levels of the organisation throughout the life of this Enterprise Agreement. It is intended that the development of a genuine Union-Company Partnership can only be achieved effectively through the involvement of all Employees and Union delegates, particularly Union delegates at the shopfloor level. For example there are many opportunities in the Plant's decision-making processes to take advantage of this Union/Company Partnership.

2.2. Consultative Principles

2.2.1 It is agreed that consultation means that Employees together with Management will be given the opportunity to contribute views on proposed improvements.

2.2.2 It is also recognised that the involvement of all Employees in decisions which will affect them will lead to better decisions and a greater commitment to implementation of the decisions. The use of consultation as the general way of doing business will mean that all Employees have the right to contribute ideas and to expect that their ideas will be considered in reaching a final decision.

2.2.3 It is considered that all Departments would have consultative mechanisms to best suit the size and nature of their own operation. These arrangements will comply with our previous definition of consultation and be aimed at discussing business performance, departmental work group performance, improvement plans for each department or working group, and to consider matters which potentially impact on each group. Changes to consultative mechanisms should be discussed and resolved within the Department. Training needs to assist these consultative mechanisms will be a matter for agreement within each department.

2.2.4 Where the Company is proposing significant changes in work practices or manning, consultation will occur with all areas affected to allow reasonable opportunities for employees to meet and consider proposals. Failing agreement, the issue/s will be addressed through the **Disputes Settlement Procedure (Part 8)**.

2.3 Consultative Committee

2.3.1 A Consultative Committee (five Union [4 NUW and 1 Maintenance, Representatives] and three Management representatives) has been formed, and among other things, its role is to overview the implementation and ongoing progress of the Enterprise Agreement.

2.3.2 The Consultative Committee should assess the effectiveness of consultative mechanisms and identify improvements and extensions. The Consultative Committee should also develop an annual plan detailing the objectives of the Consultative Committee.

2.3.3 Adequate resources will be made available to the Consultative Committee.

2.4. Union Delegates

2.4.1 An employee will be recognised as an accredited representative of a Union if:

- he or she is appointed as a Union delegate in the Department in which he or she is employed; and
- the Company has been notified in writing of this fact by the Union concerned.

2.4.2 A delegate will be allowed the necessary time during working hours to interview appropriate Company personnel on matters affecting employees that the delegate represents. Where the Company requires a Union representatives involvement on a day that the Employee is not rostered to work the Employee will receive single time payment or time off in lieu for such work unless the Company has indicated that the Employee concerned may miss a designated shift to be in attendance.

2.4.3 Union delegates meetings will be held on the last Friday of each month up to one and one half hours in duration. One delegate from Moulded Products, one from Extruded Products, one from Fabricated Products and one from the Distribution as well as one delegate from the AWU, are also permitted to attend the state delegate meetings on a quarterly basis on Company time (no loss of ordinary earnings).

2.4.4 In addition the Company is willing to support the development of Union delegates via accredited courses on a case by case basis.

2.5. Right of Entry of Union Official

2.5.1 The Company requires the Union Official to notify of the intent to visit the site and to sign the visitor's book when he or she arrives on site. It would also be requested that where possible such visits to not interfere with the work of Vinidex employees. The Company reserves the right to return to the Right of Entry provisions of the NSW Industrial Relations Act if this Agreement between the Parties is violated.

2.5.2 Vinidex remains committed to supporting the NUW as the major site Union covering manufacturing and distribution and as such will provide the service of fee deduction from the payroll system at the request of union members. Vinidex further recognises the coverage of the AWU in respect of trade coverage and will provide the same fee deduction service at the request of union members.

2.6. Notice Board and Filing Cabinet

2.6.1 The Company will provide a notice board of reasonable dimensions under the following conditions:

- (a) An accredited union representative will be permitted to use this notice board to post formal union notices, which are signed or countersigned by the representative posting them;
- (b) The Company or an accredited union representative may remove any notice posted on this board which is not signed or countersigned by the representative posting the notice;
- (c) This notice board will be placed in a prominent position on site

2.6.2 In addition a suitable filing cabinet will be obtained for the storage and retrieval of industrial documents important to Site Delegates.

2.7 Team Based Work Organisation

Vinidex recognises the need to further enhance teamwork at the Smithfield site. The Company gives a commitment to this process over the life of the Agreement in line with the Principles detailed in **Appendix 1**.

2.8 Vinidex Disciplinary Procedure

2.8.1 At all times, the Parties to this Agreement are committed to supporting people through the appropriate approach to people management. Issues of discipline will be viewed from the perspective of helping an employee improve and remain with the organisation.

2.8.2 At all times, the Parties are committed to following the Vinidex Disciplinary Procedure contained in **Appendix 2**.

2.9 The Use of Staff Labour

The Company gives an undertaking to not fully man a production area with staff labour unless special circumstances prevail. Such circumstances would include, in order to maintain production during a official union stop work meeting, in order to prevent damage to plant and equipment, to train employees and for the purpose of experimentation or trialing of a new product.

PART 3: TERMS & CONDITIONS OF EMPLOYMENT

3.1 Contract of Employment

3.1.1. Period of Contract

Employees of the Company will be employed on a fortnightly basis.

The Company cannot guarantee new vacancies to existing employees. However, it is willing to ensure that all vacancies are advertised internally and externally and that all things being equal, internal applicants will be given preference over external applicants.

3.1.2. Duties Performed

An Employee will perform any work which the Company may reasonably require with in their skills and competencies. This clause is not to be used to de-skill the work force and employees can only be asked to perform duties that are aligned with their positions.

3.2. Employment Categories

3.2.1 Apprentices

3.2.1.1 In addition to the provisions contained in this Agreement, the conditions associated with Apprenticeships shall be bound by the *Apprenticeship and Traineeship Act, 2001 (NSW)* and the Parent Award, where appropriate.

3.2.1.2 Where possible, the Company will attempt to retain an Apprentice following the completion of the Apprenticeship. However, the Company retains the right to terminate the Apprentice if the business needs so dictate. In such cases, a minimum of three months notice will be provided to assist the Apprentice in securing future employment.

3.2.1.3 This 3-month notice will be provided to the Apprentice 3 months prior to the completion of the Apprenticeship.

3.2.2. Probationary Employment

3.2.2.1 All full-time employees will serve a three-month probationary period. This three-month period will provide an opportunity for Vinidex to determine suitability for ongoing employment. New employees will be informed in advance about this situation.

3.2.2.2 The probationary employment will form part of the employee's period of continuous service for all purposes of this Agreement unless otherwise specified.

3.2.2.3 In the case of the permanent appointment of a casual employee who has been with the organisation greater than three months, no probationary period will need to be served.

3.2.3. Full-time Employment

Any employee not specifically engaged as being a casual employee, is for all purposes of this Agreement, a full-time employee unless otherwise specified.

3.2.4. Casual Employment

3.2.4.1 "*Casual Employees*" refers to both "Casual Employees employed by Vinidex" and "Supplementary Labour".

3.2.4.2 The term "*Supplementary Labour*" refers to Casual Employees who perform work for Vinidex but are employed by an Employment Agency in accordance with the agreement Vinidex has with its primary and secondary supplier

- 3.2.4.3** Vinidex Pty. Limited operates in a market that is subject to cyclic fluctuations. For this reason Vinidex will continue to utilise Casual Employees to cope with periods of peak demand. This helps Vinidex to preserve the full-time employment of current Vinidex employees.
- 3.2.4.4** A Casual Employee is to be employed by the hour and will be paid the hourly rate for the appropriate grade prescribed in this Agreement plus the casual loading as contained in the relevant Parent Award. This loading compensates the Casual Employee for non-receipt of such employee benefits as Annual Leave, Sick Leave, payment for Public Holidays not worked, Bereavement Leave and Carers' Leave.
- 3.2.4.5** Casual Employees are not entitled to claims for payment for Parental Leave and Jury Service.
- 3.2.4.6** Casual Employees will be paid in accordance with the terms and conditions of this Agreement.
- 3.2.4.7** A Casual Employee may be employed for not less than four hours each start. Ordinary Hours and Overtime Rates will be applied in accordance with this Agreement.
- 3.2.4.8** Casual Employees shall be paid in accordance with the provisions of this Agreement with respect to Shift Allowances, Weekend Allowances and Public Holidays as worked in addition to the relevant Award Casual Loading.
- 3.2.4.9** The Company is committed to full-time employment and will only employ Casuals for limited and specific purposes. Any position occupied by a Casual or Supplementary Labour Employee for 6 months or more will be reviewed by the Company and the shop stewards with a view to making the position permanent.

3.2.5. Termination of Employment

- 3.2.5.1** Either party in accordance with the notice provisions of the NSW Industrial Relations Act may terminate employment. This can be accessed from the Payroll Department or the relevant Union.
- 3.2.5.2** The Company without notice may terminate employment for (also refer **Appendix 2**):
- malingering;
 - inefficiency;
 - neglect of duty; or
 - misconduct
- 3.2.5.3** The Company may deduct payment for any days the Employee cannot be usefully employed because of:
- strike;
 - breakdown in production or machinery; or
 - any stoppage of work by any cause for which the Company cannot be reasonably held responsible;
 - where an Employee would have been entitled to payment for a Public Holiday during a period of stand down this payment will be made.

3.2.6 Notice of Termination of Employment

In order to terminate the employment of a Full Time employee, except in the case of dismissal without notice (3.2.5), the Company shall give to the Employee the following notice:

Period of continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

3.2.7 Unapproved Absence

An Employee will lose payment for unapproved absences.

3.2.8. Timekeeping

All Employees are expected to clock on and off on each workday. If an Employee leaves the site on personal business this time should also be clocked. For timekeeping purposes the Company will use 6 minutes as the standard unit for deducting pay for lateness or for payment of overtime.

3.2.9. Abandonment of Employment

3.2.9.1 An Employee will be regarded as having abandoned-his or her employment under the following conditions:

- the Employee is absent for a continuous period which exceeds 3 rostered working days;
and
- this Employee can not provide a reasonable cause for this absence.
- it is the Employee's responsibility to provide reasonable cause to the Company.

3.2.9.2 The Company follows clear steps in this situation:

- a letter is sent to the employee by certified mail
- the Company will wait five days for a response.
- failing response termination procedures will commence

3.3. Classifications, Rates of Pay and Allowances

3.3.1 Classifications and Wage Rates

- (a) The Company and the Unions have agreed on the classification rates of pay and allowances that will apply under this Enterprise Agreement.
- (b) These pay rates and allowances are not presented in this document to protect the competitive position of the Company but are included in the document certified by the Industrial Relations Commission (NSW).
- (c) The Unions and the Company have copies of these pay rates and allowances included in **Appendix 4**.

3.3.2 Wage Increases

Except for increases to the rates for extruded products employees to ensure alignment with 12 hour / 7 day shift moulded products employees over the term of this Agreement, all other wages and allowances will be increased as follows:

- An increase of 4% effective from the first full pay period on or after 1 March 2006.
- A further increase of 4% effective from the first full pay period on or after 1 March, 2007.
- A further increase of 4% effective from the first full pay period on or after 1 March, 2008.

3.3.3 Apprentices

The minimum wage rate for an apprentice will be:

- the percentage as specified in the table below:
- these percentages will be calculated to the nearest 10 cents as per the Enterprise Agreement Base Rate for Trades.

Year of Apprenticeship	% of Trades Grade 1 Rate
Year 1	42%
Year 2	55%
Year 3	75%
Year 4	88%

3.3.4 First Aid Allowance

- An employee will be paid a first aid allowance per day or shift if:
 - he or she is officially appointed by the Company to perform first aid duty, and
 - he or she has been trained to render first aid, and
 - he or she holds a currently approved first aid qualification.
- This allowance covers all hours in a day or shift including overtime hours.
- Employees working flexible hours will have first aid allowance calculated by dividing the allowance by 8 and multiplying it by the number of hours in the relevant roster, i.e. under a 12 hour shift roster first aid allowance will be 1.5 times the current allowance.

3.3.5. Shift Rates

- Employees engaged on continuous work shifts, as defined in **Clause 5.1** "Definitions" of this Agreement, are paid 11.84% loading shift allowance on their base rate for such shift work.
- Employees not engaged on continuous work shifts, working on Afternoon or Night shifts, as defined in **Clause 5.1** "Definitions" of this Agreement, are paid a 15% shift allowance to compensate them for such shift work.
- For employees working a morning shift as worked in the Distribution, a Shift Allowance of 12.5% will be paid
- Employees engaged upon seven day shift work rosters, as defined in **Clause 5.1** "Definitions" of this Agreement, are employed on a salary basis with all relevant shift penalties included.
- An Employee who is required to work:
 - during a period of engagement on shift, on night shift only; or

- on night shift for a longer period than four consecutive weeks; or
- on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his time off night shift in each three shift cycles; shall, during such engagement period or cycle, be paid at the rate of 30% additional to his ordinary rate for all time worked during ordinary working hours.

3.4. Payment of Wages

3.4.1. Frequency of Payment

The Company will pay an Employee's wages as follows:

- (a) By no later than Wednesday of each fortnight, and
- (b) An employee will have wages paid into his or her choice of:
 - a bank account; or
 - an approved credit union.

3.4.2. Statement of Wages

The Company will provide each employee with a written statement of his or her wages. This statement will:

- (a) Be provided where practicable on or before pay day; and
- (b) Contain details of:
 - Gross wages;
 - Overtime;
 - Deductions made;
 - The net amount of wages to be paid;
 - Long Service Leave and Annual Leave accumulations, and
 - Rostered day off accumulation

3.4.3 Late Payment of Wages

- (a) Vinidex provides a commitment to its work force that payment of wages will be made in accordance with this Agreement. Where late payment arises from error or omission by the Company and the financial institution imposes a fee or penalty (proven by written evidence), Vinidex agrees:
 - in the case of once only fees, to reimburse the fees charged;
 - in the case of penalties such as interest rate increases, to work with the employee concerned to overturn the penalty imposed.
- (b) In the event that Vinidex is failing to consistently live up to this commitment, the Company and the Unions will review the situation.

3.5. Termination

An Employee will be paid all wages which are due upon termination. This payment will be made on the day of his or her termination, or forwarded by post on the next working day.

3.6 Deductions

The Company may deduct any amount from an Employee's wages which is due if the Employee provides the Company with written authorisation to deduct this amount. Where appropriate these amounts would be forwarded to the appropriate third party.

3.7. Make Up Pay on Workers Compensation

- 3.7.1** An Employee will receive Workers' Compensation payments for periods of total or partial incapacity in accordance with the relevant NSW Workers Compensation legislation
- 3.7.2** In the intervening period before a claim is accepted by the Company's Insurer, an Employee will have access to Sick Leave and Annual Leave. Such Leave will be reimbursed once the Employee's claim has been accepted.
- 3.7.3** In the case where an Employee has no leave, the Company will take steps to ensure that the Employee is not disadvantaged.

3.8 Time and Wages Record

The Company will keep a record for each Employee which will contain the following details:

- Employee's name;
- Occupation;
- Hours worked each day; and
- Wages and allowances paid each week.

3.9. Superannuation

- 3.9.1** The Company will comply with relevant superannuation legislation in place from time to time.
- 3.9.2** The Company will make Superannuation contributions for each eligible Employee to either the ANZ, LUCRF or the STA fund, at the election of the Employee.
- 3.9.3** An Employee will be able to change the Employee's choice of fund as allowed by the relevant fund and no more than once in any 12 month period.

3.10. Company's Support for Additional Training

- 3.10.1** In addition to training provided by the Company, employees may seek the Company's approval for external training that has been/will be organised by the employee ("Outside Training").
- 3.10.2** Outside Training is not part of the Company's formal training program, but will be relevant to the employee's work with the Company.
- 3.10.3** The Company may agree to support an employee's Outside Training and if it does agree to support an employee's Outside Training, it will confirm approval of such support in writing to the employee concerned.
- 3.10.4** An Employee's application for support for Outside Training must include full details of the training to be undertaken, the institution providing the training, the cost of the training and the cost of any compulsory course materials.
- 3.10.5** Following the successful completion of approved Outside Training, with evidence of successful completion being provided to the Company, the Company will provide the following support for the approved Outside Training:
 - (a) Reimbursement of previously disclosed course fees; and
 - (b) Reimbursement for previously disclosed compulsory course materials.

PART 4: OCCUPATIONAL HEALTH & SAFETY MATTERS & AMENITIES

4.1. Occupational Health & Safety

- 4.1.1 Vinidex and its Employees are committed to preventing occupational injury and illnesses arising from their work and promoting safety in the workplace by providing a safe and healthy work environment, seeking to identify, avoid or eliminate workplace hazards, facilitating their involvement of employees and their representatives, and complying in full with relevant Occupational Health and Safety Legislative requirements.
- 4.1.2 The performance of the Company and the Employees will be to the highest reasonable standards achievable to protect the safety, health and environment of the stakeholders.
- 4.1.3 In line with the Company's and its Employees' Occupational Health and Safety obligations, and in accordance with the role of the Occupational Health and Safety committee, all parties are committed to allowing appropriate access to the information on operations of the plant and the Company's products.
- 4.1.4 The Company and its Employees are jointly committed to work together in a consultative manner to prevent, as far as practicable, occupational injury and illness. Based on Vinidex's ATLAS safety program, an action plan has been developed to support these objectives and provide baseline data from which future improvements in performance may be measured.

4.2 Duties and Responsibilities

The Company will comply with the requirements of the relevant NSW OHS Legislation [*Occupational Health and Safety Act, 2000* (NSW) and the *Occupational Health and Safety Regulation, 2001* (NSW)]. Vinidex has established an Occupational Health and Safety Committee, including a Constitution. OHS Committee members are assured of their rights and obligations as applied by the relevant NSW OHS Legislation. A Rehabilitation process is in place, which assists employees, affected by occupational injury and/or illness. Procedures for dealing with OHS incidents are also established and are strictly adhered to.

4.3 Personal and Protective Clothing and Equipment

The Company will issue an employee with personal and protective clothing and equipment under the following conditions:

- (a) This issue must be appropriate to the work to be performed (a prepared list will be made for each section);
- (b) This issue will be free of charge
- (c) This clothing and equipment will remain the property of the Company;
- (d) The Employee is responsible for the repair and laundering of this personal clothing (except in the case of Maintenance Overalls and dust coats, Machine setting Overalls and the Mixing staff which will continue to be laundered by the Company);
- (e) All Employees are responsible for the safe wearing and use of personal protective clothing and equipment.
- (f) The Company will repair or replace clothing or tools damaged by fire, corrosive substances or molten metal during the course of work.
- (g) The Company will only be liable for damaged tools of trade which are normally used in performance of Employees' duties.
- (h) One issue of thermal underwear every two years will be available to Production Operators if requested.

- (i) A choice of Uniforms will be in line with current practice. It is not the intention of the Parties to use this provision for an increase in the existing number of Uniforms.

4.4. Amenities and Conveniences

Minimum conditions will be those prescribed by the relevant Occupational Health and Safety Legislative requirements. This includes the provision of hot water, powdered soup, tea, coffee, sugar and milk for coffee and tea. Further, the Company agrees to provide a refrigerator and microwave or cooking facilities.

4.5. Compliance with Washing Requirements

Employees who are required to carry out duties in areas where they are exposed to hazardous materials (Mixing Area of the Operation), need to follow the appropriate Occupational Health and Safety guidelines at the completion of their shift and will be given a reasonable amount of time to fulfil this function.

PART 5: HOURS OF WORK

5.1. Definitions: (also refer Appendix 3)

"Day Work" means work performed from Monday to Friday between the hours of 6.00am and 8.00pm. These hours of work include a non-paid meal break.

"Afternoon Shift" means a shift finishing after 6.00pm and not later than midnight.

"Night shift" means any shift finishing after midnight and at or before 8.00am.

"Rostered Shift" means a shift for which the Employee has been given at least 48 hours' notice.

"Continuous work" in relation to Shift Work, means work carried on with consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption except those due to breakdowns or meal breaks or due to unavoidable causes beyond the Company's control.

"Non Continuous Shiftwork" means work, which is not rostered to be performed on day, afternoon and night shifts and is not regularly rostered on weekends i.e. a 5 x 3-shift roster.

"Ordinary rate of pay" means the appropriate base rate of pay plus.

"Week" means a period of 7 consecutive days.

"SEVEN DAY SHIFT WORK" means work carried on with consecutive shifts throughout the 24 hours of each of the seven days of the week without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of the Company.

"FIVE DAY SHIFT WORK" means work carried on with consecutive shifts throughout the 24 hours on five days of the week between the hours of 11 p.m. Sunday and 8 a.m. on Saturday without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of the Company.

5.2. Ordinary Hours (also refer Appendix 3)

An Employee's ordinary working hours must average 38 hours per week, under the following conditions:

- (a) This average will cover the full cycle of the Employee's relevant work roster; and
- (b) The method of implementing this average will be achieved by rostering Employees off on various days during a particular work cycle.
- (c) An Employee's ordinary working hours must not exceed:

- 8 during any consecutive 24 hour period; or
 - 152 in 28 consecutive days.
- (d) An Employee's ordinary working hours may exceed:
- 152 in 28 consecutive days if an Employee's roster allows for the weekly average of 38 hours to be achieved over a longer period than 28 consecutive days.

5.3. All Employees-Rostering Days Off

5.3.1 Where an Employee is entitled to a day off during this work cycle, the Employee will be advised by the Company at least 4 weeks in advance of the day to be taken;

5.3.2 The Company may substitute a day that an Employee is to take off for an alternative day under the following conditions:

(a) This day may only be substituted in the event of:

- a breakdown in machinery, or
- a failure of electric power, or
- a shortage of electric power, or
- a need to meet the requirements of the Business eg. Major downturn or upturn in business, or
- any other emergency situation.

(b) The Company may only substitute a day that an Employee is to take off for an alternative day after consultation with the majority of Employees concerned or consultation with the individual Employee concerned.

(c) An individual Employee may substitute a day that he or she is to take off with the agreement of the Company.

5.4. Day Work Ordinary Working Hours (also refer Appendix 3).

5.4.1 A Day Worker's ordinary working hours will be:

- Monday to Friday (inclusive); and
- between the hours of 6.00am and 8.00pm.

5.4.2 The Company may alter the ordinary hours of work for:

- an individual Day Worker, or
- a section of Day Workers, or
- all Day Workers on the plant , under the following conditions:

(a) Ordinary hours of work may only be altered by mutual agreement between the Company and the appropriate work area or seven days notice to the Employees concerned.

(b) Ordinary hours of work may only be altered in relation to:

- the daily hours prescribed, or

- starting times, or
- finishing times.

5.5. Day Workers - Meal Breaks

Day Workers will be entitled to unpaid meal breaks under the following conditions:

- (a) Meal breaks must be:
 - not less than 30 minutes, and
 - not more than 60 minutes
- (b) The Company will fix the time for meal breaks to be taken.
- (c) The Company or employees may change the times that meal breaks are taken if there has been consultation.
- (d) A Day Worker will not be required to work more than 5 hours without a meal break unless mutually agreed for the benefit of both parties.

5.6. Day Work - Transfer to Shift Work

5.6.1 A Day Worker may be rostered to perform shiftwork on a regular basis or a Shift Worker to perform Day Work on a regular basis under the following conditions:

- (a) The employee must receive at least 7 consecutive days' notice.
- (b) The employee will return to the status of a Day Worker/Shift Worker if he or she:
 - is no longer required to work Day work/Shift Work on a regular basis, and
 - receives at least 7 consecutive days notice.

5.6.2 In some instances the Company may need to change the work arrangements of employees due to the needs of the business.

5.6.3 Any major change to the hours of work of Employees, such as changing from day work to shift work, will require a process of agreement with the Employees concerned to ensure that any issues that may arise are resolved prior to the change.

5.7. Continuous Shift Workers - Hours of Work (also refer to Appendix 3)

Unless otherwise specified in this Agreement, a Continuous Shift Worker's ordinary working hours must:

- (a) average 38 hours per week, and
- (b) not exceed:
 - 8 hours in any one day; or
 - 48 hours in any one week; or
 - 88 hours in fourteen consecutive days; or
 - 152 hours in 28 consecutive days.

- (c) A Continuous Shift Worker's ordinary working hours may exceed 152 hours in 28 consecutive days if his or her roster allows for a weekly average of 38 hours to be achieved over a longer period than 28 consecutive days.

5.8. Non Continuous Shift Workers - Hours of Work.

5.8.1 A Non Continuous Shift Worker's ordinary working hours must:

- (a) average 38 hours per week, and
- (b) not exceed:
 - 40 hours in any one week (which is worked in 5 shifts of 8 hours); or
 - 80 hours in 14 consecutive days; or
 - 114 hours in 21 consecutive days; or
- (c) Non Continuous Shift Worker's ordinary working hours may exceed 114 hours in 21 consecutive days if his or her roster allows for a weekly average of 38 hours to be achieved over a longer period than 21 consecutive days.

5.8.2 A Non Continuous Shift Worker will not be required to work more than:

- (a) 8 consecutive hours on any one shift without overtime; or
- (b) 6 consecutive shifts in any one week payment of overtime if his or her roster does not provide for ordinary hours to exceed 114 hours in 21 consecutive days.

5.9. Shift Work on Saturdays (also refer to Appendix 3)

The Company will pay Shift Workers at the rate of time and one half for all work performed during ordinary hours on a Saturday.

5.10. Shift Workers - Meal Breaks

5.10.1 A Shift Worker's ordinary hours will be worked continuously except for meal breaks. Meal breaks will not exceed 20 minutes and will be counted as time worked.

5.10.2 Shift Workers must take meal breaks under the following conditions:

- after no more than 5 hours work; or
- to suit the operational needs of the Company;

5.11. One Shift in 24 Hours

A Shift Worker will not be required to work more than one ordinary shift in each consecutive 24 hour period unless this is required for the purpose of regular shift changes.

5.12. Shift Rosters

Shift rosters will specify the start and finish times of ordinary working hours of the respective shifts.

5.13. Variations of the Method of Working Shifts

5.13.1 The Company may vary the method of working shifts for:

- (a) all Shift Workers to suit the circumstances of the operation, or

(b) section of Shift Workers to suit the circumstances of the operation.

5.13.2 The Company may only vary the method of working shifts under the following conditions:

- (a) by the Company and the accredited Union representative agreeing to this variation; or
- (b) in the absence of agreement, the Company giving the employees at least 7 days notice.

5.13.3 In the case where such a variation involves a move to 12 hour shifts the majority of employees whose positions are affected by the proposed change must be in agreement with the change.

5.14. Overtime

5.14.1. All Employees- Reasonable Overtime

The Company may require an Employee to work reasonable overtime in accordance with the rates and conditions of this Agreement and Employees must work this reasonable amount of overtime.

The Company will offer overtime in a manner most appropriate for the business taking into account its duty of care responsibilities. In offering overtime preference will be given to permanent employees.

5.14.2. Overtime Definition:

Overtime is work which is performed:

- in excess of ordinary hours;
- outside ordinary hours of work;
- on a shift other than a rostered shift (unless swapped at employee's discretion).

5.14.3. Overtime Rates (also refer to Appendix 3)

- (a) Overtime rates will be:
 - Time and one half for the first 3 hours overtime worked on any one day, and
 - Double time until the completion of that overtime work.
- (b) Each day will stand alone for the purpose of calculating overtime under this Agreement.

5.14.4. Continuous and Non Continuous Shift Worker: Non Payment for Overtime

Continuous or Non Continuous Shift Workers will not be paid at overtime rates if:

- (a) By arrangement between the Employees themselves they swap shifts; or
- (b) It is customary rotation of shifts, or
- (c) The shift which the Employee is transferred to on short notice is an alternative to the Employee being stood down in circumstances which would entitle the Company to deduct payment for any days that the Employee can not be usefully employed because of any:
 - Strike, or
 - Breakdown in production, or
 - Breakdown in machinery, or

- Any stoppage of work for which the Company can not be held reasonably responsible.

5.14.5. All Employees- Rest Periods

- (a) All shift employees are entitled to an 8 hour rest period off duty between the work of two consecutive days. Unless otherwise specified day workers are entitled to a 10 hour break between the work of two consecutive shifts
- (b) Employees will be entitled to these rest periods under the following conditions:
 - it must be necessary for the Employee to work overtime, and
 - the Company will arrange for the Employee to take a rest period where this is practicable; and
 - an Employee will be released for the rest period without any loss of ordinary time which occurs during this rest period.
- (c) Under some circumstances the Company may require that an Employee resume or continue to work when he or she has not been given the appropriate rest period. In this situation the employee will be paid at the rate of double time for any hours worked, until it is possible for that employee to take his or her appropriate rest period. This Employee will then be entitled to the appropriate rest period without any loss of pay for ordinary hours which fall during this rest period.

5.14.6. All Employees - Recalls

5.14.6.1 Definition:

"A Recall" means a period of time where:

- an Employee is called to work for a specific job after leaving the Company's premises, and
- he or she is notified of this time either before or after leaving the Company's premises, and
- the time is not continuous with the commencement of ordinary working time and

5.14.6.2 An Employee will be paid at double time for a minimum of 4 hours work for each time that he or she is recalled.

5.14.6.3 An Employee will carry out recalls under the following conditions:

- (a) must only be recalled for a specific job on any individual occasion.
- (b) the Company may also require an Employee on recall to perform work of an essential nature in addition to the specific job if:
 - work of an essential nature occurs after he or she has been recalled for a specific job, and
 - he or she has completed the specific job for which he or she was recalled, and
 - he or she has not left the Company's premises.

5.14.6.4 The Company may not require an Employee to work the minimum 4 hour period of a recall if he or she completes the required work within that 4 hour period.

5.14.7. All Employees- Recall Rest Periods

- (a) An Employee will be released for the appropriate rest period without loss of payment for ordinary time which occurs during this rest period if he or she works 4 hours or more on any individual recall.
- (b) In such circumstances and before returning home after the recall, the Employee should agree with the Supervisor and/or the Team a revised starting time for the next day's work. In the absence of Supervisor or Team, the Employee should advise the relevant Shift Coordinator at the time of leaving the plant of their revised starting time.

5.14.8. All Employees- Minimum Overtime on Saturday, Sunday or Holiday

An Employee required to work overtime on a Saturday Sunday or Holiday will be:

- (a) Given a minimum of 4 hours work, or
- (b) Paid at overtime rates for a minimum of 4 hours, or
- (c) Paid at overtime rates for a minimum of 4 hours whenever this work continues over 2 days, unless:
 - the overtime worked is continuous with any other overtime worked; or
 - the overtime is continuous with work which commenced on the previous shift; or
 - the overtime is continuous with work completed on the following shift.

5.14.9 Weekend Overtime

- (a) Shift Workers

Employees on continuous shift work as defined, who are employed on overtime shifts (not rostered or swapped), shall for all time worked after 6 a.m. Saturday and before 6 a.m. Monday be paid at double the ordinary rate of pay.

- (b) Day Workers

Where Employees other than those employed on continuous work as defined or on seven day shift work as defined, accept weekend work as an "employee on continuous shift work", overtime shall be paid as follows:

Saturday	Normal Overtime Rates
Sunday	Double Time
Public Holidays	Public Holiday Rates

- (c) In the case of weekend overtime worked specifically to ensure a continuance of production, 8 hours will be paid for 8 hours worked at the appropriate penalty rate. This will include a 20 minute and 10 minute meal break.
- (d) If non-production aligned overtime is worked, for 8 hours pay shift of 7.5 hours will be worked which will include a single 10 minute meal break only.
- (e) In addition Day Work maintenance, moulding, distribution and fabrication employees working on weekend work receive double time for hours worked.

5.14.10. Day Workers Working During Meal Breaks

- (a) A Day Worker will be paid at the rate of time and one half for all work done during meal times unless such work has been agreed to as beneficial for both parties.

- (b) The Company will continue to pay a Day Worker this rate until he or she receives a meal break.

5.14.11. All Employees - Meal Breaks on Overtime (also refer Appendix 3)

An Employee will be entitled to a 20 minute meal break without any deduction of pay under the following conditions:

- (a) An employee is entitled to the first meal break if he or she is required to work a minimum of 1.5 hours' continuous overtime after completing his or her ordinary working hours.
- (b) This meal break may be taken before commencing this overtime.
- (c) Only one meal allowance is payable for each complete unit of overtime.
- (d) Permanent Day Workers and Maintenance Day Worker personnel who work a minimum of two hours overtime will have 0.3 hours at time and one half paid in lieu of a meal when working less than four hours overtime in total. Fabrication Workers who work a minimum of two hours overtime will have 0.5 hours at time and one half paid in lieu of a meal when working less than four hours overtime, in Fabrication, in total.

5.14.12 All Employees- Transport of Employees

- (a) The Company will provide an Employee with transport to and/ or from his or her home, or pay an employee his or her current wage, for the time which is reasonably occupied in travelling to and/ or from his or her home if:
- an employee commences or finishes overtime, or a shift other than a rostered shift, and
 - this employee is required to travel at a time when the employee genuinely does not have transport to or from work.
- (b) The Company provides a commitment that where there exist examples of inconsistent interpretation or application of this clause, the Company will eliminate such inconsistencies to ensure a consistent plant wide approach.

5.15. Work On Public Holidays (also refer Appendix 3)

5.15.1 The Company will pay an Employee at the rate of double time and one half for:

- (a) All work performed on a Public Holiday, or
- (b) A rostered shift, if the major portion is performed on a Public Holiday.
- (c) The shift commences between 10.00pm and midnight on the previous day.

5.15.2 The Company will not pay an Employee at the rate of double time and one half for the shift that commences between 10.00pm and Midnight on a Public Holiday and extends into the next day.

5.15.3 An employee will:

- (a) Be offered at least 4 hours work, or
- (b) Be paid at the rate of double time and one half for a minimum of 4 hours if he or she is required to perform work on a Public Holiday specified in **Clause 6.5.1**, unless:
- the time worked is continuous with any overtime worked; or
 - the work continues over 2 days.

5.15.4 All Employees - Meal Breaks On Sundays and Holidays

Any Employee that is not rostered to but is required to work on a Sunday or Public Holiday will receive the same entitlement to meal tickets as they would when working overtime.

PART 6: LEAVE ENTITLEMENTS

6.1. Annual Leave

6.1.1. Period of Leave (also refer Appendix 3)

- (a) A Day Worker or Non Continuous Shift Worker will become entitled to a period 152 continuous hours paid Annual Leave upon completing 12 months continuous service less the period of Annual Leave.
- (b) A Continuous Shift Worker will become entitled to a period of annual leave as specified in Appendix 3 upon completing 12 months continuous service less the period of Annual Leave.

6.1.2. Continuity of Service

- (a) An Employee's service will be regarded as being continuous despite any of the following:
 - any Company interruption to an Employee's employment which has been made with the intention of avoiding any obligations under this Clause; or
 - any Company decision which has been made with the intention of avoiding any obligations under this clause, or
 - any absence from work as a result of personal sickness; or
 - any absence from work as a result of an accident; or
 - any leave which is lawfully granted by the Company; or
 - any absence from work for which the Employee has a reasonable cause

- (b) An Employee's service will only remain continuous under the following conditions:
 - an Employee provides proof for any absence specified in **Clause 6.1.4**
 - an employee must provide the same standard of notice as prescribed in **Clause 6.1** (sick leave) if he or she is absent due to: Personal sickness, or an accident, or an absence for which the Employee has a reasonable cause
 - an Employee will not be regarded as breaking his or her continuity of service unless the Company has notified this employee in writing that his or her continuity of service has been broken either during the Employee's absence, or within 14 days of the Employee resuming work
 - the Company may provide an Employee with notice that his or her continuity of service has been broken by delivering it to the Employee personally, or by posting it to the employees last recorded address (in this case the notice will be regarded as having reached the Employee in the post).
 - any absence specified in this clause will not be used in calculating a period of 12 months continuous service if this absence is less than 14 consecutive days.

6.1.3. Time Of Taking Leave

In accordance with the *Annual Holidays Act, 1944 (NSW)*, both the Company and Employees must observe the following conditions on the time of taking annual leave:

- (a) The Company may specify a time for annual leave to be taken. In so specifying that time the Company will:
 - (i) take account of sub-clause 6.1.3(b) to (f); and
 - (ii) take account of specific requests by employees to take leave at times and for periods other than originally determined by the Company.

In making requests in accordance with 6.1.3(a)(ii), employees will provide the Company with as much notice as possible of their desired time and period of annual leave, but no less than 1 month's notice.

- (b) In the case of Maintenance and Distribution Employees, such leave periods will be determined by agreement between the Parties in the majority of cases. However, the period of notice will not be less than 4 weeks.
- (c) An employee must take his or her Annual Leave within 6 months from the date that his or her Annual Leave has accrued
- (d) In the case of Moulded Products, the Company must give an employee at least 9 months notice of the date to take Annual Leave for the annual Christmas shutdown. Employees shall be provided with a minimum period of 2 weeks Annual Leave. However, Annual Leave may also be taken in periods of 3 or 4 weeks. It should be noted that the Company is not entitled to change the dates of this period up to 2 months prior to the shutdowns without agreement.
- (e) In the case of Extruded Products, the Parties to this Agreement understand the Company's responsibility to maintain production levels as required. For this reason, the Employees of this section agree to provide the Company with sufficient volunteers to run the Factory on limited production over the four-week Christmas shutdown. Therefore, the Extruded Products Employees agree to provide coverage during the Christmas break to facilitate limited production. These periods of shutdown may be varied in consultation with the Employees to cater for fluctuations in market demand. An inability to provide such labour may lead the Company to reconsider this position.
- (f) The Company will provide suitable Rosters for the purpose of arranging the shutdowns. Such Rosters will be posted twelve months in advance but may be varied in accordance with this Clause.

6.1.4. Payment In Lieu Of Annual Leave

An Employee will not accept or be given payment in lieu of Annual Leave except as specified in Subclause 6.1.10. (Proportionate Leave on Termination).

6.1.5. Sick Leave when on Annual Leave

An Employee will be entitled to have a period of absence restored to his or her Annual Leave credit under the following conditions:

- (a) The Employee must have been absent on Sick Leave during his or her Annual Leave for a period of 5 or more consecutive days;
- (b) The Employee will only have these days restored to this Annual Leave credit if these days would have been ordinary working days for that Employee;
- (c) The Employee must produce a Medical Certificate when he or she resumes work;
- (d) The Employee must return to work on the due date unless:

- the illness continues; or
- the Company agrees that the period of Annual Leave should be extended.

6.1.6. Public Holidays when on Annual Leave (also refer to appendix 3)

An Employee will have an 8 hour day added to his or her Annual Leave entitlement:

- a Public Holiday specified in **clause 6.5.1** falls within an Employee's period of Annual Leave; and
- this Public Holiday is observed on a day which would have been an ordinary working day for that employee, unless this Public Holiday is observed on a Saturday or Sunday;
- the Employee does not have a reasonable cause for his or her failure to attend for work at this time. This Employee must prove that his or her failure to attend for work was reasonable in the circumstances

6.1.7. Calculation of Annual Leave

An Employee's period of Annual Leave will be calculated by rounding to the nearest day.

6.1.8. Calculation of a Month

A period of one month will be calculated by the same method used in the following example:

Example: One month means:

Start of the working day on the 26th of April to the Start of working day on the 26th of May.

6.1.9. Payment for Annual Leave

The Company will pay an employee an amount specified in the table below for Annual Leave under the following condition:

- (a) The Company will pay this Annual Leave entitlement before the Employee commences his or her Annual Leave;
- (b) The Company will pay an Employee for his or her Annual Leave at the rate specified for the occupation that he or she is ordinarily employed in either:
 - prior to starting that Annual Leave; or
 - prior to his or her employment being terminated.
- (c) An Employee taking broken leave will not receive more than pro rata entitlement for each completed month of service.

a) A Day Worker or Non Continuous Shift Worker	<ul style="list-style-type: none"> • A loading of 17.5% of the amount paid for annual leave.
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b) A Continuous Shift Worker	<ul style="list-style-type: none"> • The greater of the following amounts: • A loading of 17.5% • In the case of Extrusion the Annual Leave allowance • has been rolled into the salary.
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6.1.10. Proportionate Leave on Termination

- (a) An Employee will receive a pro rata Annual Leave entitlement for each completed month of service if the employee leaves his or her employment after 1 months continuous service and before 12 months continuous service have been completed.
- (b) The loading prescribed by **Clause 6.1.9** shall apply to proportionate Leave on termination.

6.2. Personal Leave

6.2.1. Entitlement:

For:

- (a) 12 hour rotating shift x 7 day roster workers:
 - 1st year employees 60 hours per year (pro rata basis);
 - 2nd year onwards 84 hours per year.
- (b) 8 hour rotating shift x 5 day roster workers and permanent day workers:
 - 1st to 3rd year employees 64 hours per year (pro rata basis);
 - 4th year onwards 80 hours per year (pro rata basis).
- (c) Day Work Maintenance Employees
 - 1st to 3rd year employees 64 hours per year (pro rata basis);
 - 4th year onwards 80 hours per year.

6.2.2 Sick Leave Component

- (a) The Sick Leave component is an employee's individual leave entitlement of hours, which is used for personal sickness.
- (b) In addition, the Company agrees to provide business leave to employees who have a genuine need for leave during business hours and that leave can not be covered by other existing forms of leave. Such leave is at the discretion of the Manufacturing Manager, Site Services Manager or Distribution Manager depending on who is most appropriate.

6.2.3. Carers' Leave Component

- (a) Employees are entitled to a maximum of 38 hours Carer's Leave per year. Carers' Leave is used to care for either a member of an employee's immediate family or a member of the employee's household.
- (b) When Carers' Leave is taken, it is deducted firstly from the Sick Leave component, and then from accumulated Sick Leave. Therefore the Carers' Leave component is not an additional 38 hours leave entitlement on top of the Sick Leave entitlement.
- (c) Carers' Leave is subject to the provision of satisfactory evidence (Medical certificate or statutory declaration) and may be taken in periods of less than 7.6 hours (i.e. part days).
- (d) The Carer's Leave component does not accumulate.

6.2.4 Carers' Leave Entitlement Definitions

The entitlement to use Carer's Leave in accordance with this sub-clause is subject to:

- (a) the Employee being responsible for the care of the person concerned;
- (b) the person concerned is either:
 - a member of the employee's immediate family; or
 - a member of the employee's household.
- (c) the term "*immediate family*" includes:
 - a spouse (including former spouse, a defacto spouse and a former defacto spouse) of the employee. A defacto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - a child or an adult (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (d) the term "*employee's household*" includes a same sex partner living with the employee as a defacto partner of that employee on a bona fide domestic basis.

6.2.5. Accumulation of Personal Leave

- (a) The amount of leave that employees accumulate from one year to the next is the amount of Sick Leave component that is left after both Sick Leave and Carers' Leave have been taken.
- (b) An Employee will accumulate any unused portion of his or her Sick Leave entitlement from one year to the next if his or her employment remains continuous with the Company.
- (c) An employee may take his or her accumulated Sick Leave in any following year.

6.2.6. Conditions Applying to Payment

- (a) An Employee will be entitled to leave of absence without any deduction of ordinary pay if he or she is absent:
 - due to personal illness, or
 - due to a need to care for a member of the immediate family or household, or
 - under some circumstances as a result of an injury from an accident arising out of and in the course of employment.
- (b) An Employee specified in this Clause will be entitled to paid leave of absence under the following conditions:
 - The Employee will only be entitled to sick leave if:
 - he or she is not entitled to Workers' Compensation during the same period of absence.
 - The Employee must notify the Company of his or her inability to attend for duty either.
 - before commencing this absence, or
 - within 24 hours of commencing this absence (if he or she is unable to notify the Company prior to the commencement of this absence), or

- where an Employee is sick and unable to present a medical certificate before the end of the pay period he or she can verbally notify the Company of their absence from work by telephone. On return to work, the Employee must present the certificate to the appropriate Supervisor or Tam Leader. Failure to do so will result in an appropriate deduction from the next period's pay.
- (c) Medical certificates will be accepted for the purpose of Sick Leave payments for employees where the majority of the shift falls on the day of the certificate date e.g. 7.pm Sunday to 7.am Monday will be counted as Monday for certificate purposes only.
- (d) The Employee must provide the Company with the following information:
 - the nature of the illness or injury where this is practicable;
 - the estimated duration of the absence
- (e) The Employee must prove to the satisfaction of the Company that any failure to give the required notice in this Clause was reasonable in the circumstances.
- (f) The Employee must provide the Company with the Certificate of a duly qualified medical practitioner which states:
 - that he or she was unable to attend for duty on the day(s) for which Sick Leave is claimed, and
 - that his or her inability to attend was the result of an illness.
- (g) An Employee is not entitled to claim leave in excess of his or her accrued entitlement
- (h) An Employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only is not entitled to further paid sick leave in that year of a duration of one day only, without production to the Company of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

6.2.7. Accidents during the Course of Employment

An Employee will be bound to the conditions of (a), (b) and (c) below if he or she suffers an injury which is the result of an accident that arises out of and in the course of his or her employment, and he or she is not entitled to Workers Compensation for this injury.

- (a) The Company will make an employee's pay up to his or her normal rate for up to 4 hours attendance at any of the following:
 - Doctor during working hours on the day of the accident, or
 - Chemist during working hours on the day of the accident, or
 - Trained Nurse during working hours on the day of the accident, or
 - Hospital during working hours on the day of the accident.
- (b) The Company will deduct an Employee's wage for any time spent in attendance at any of the venues specified in Clause **6.2.7(a)** which exceeds 4 hours.
- (c) The company will reimburse an employee with all expenses which are reasonably incurred in connection with his or her attendance at any of the venues specified in Clause **6.2.7(a)**.

6.2.8. Bereavement Leave

- (a) An Employee on weekly hiring shall be entitled to a maximum of five continuous days leave without loss of ordinary pay on each occasion and on production of satisfactory evidence of the death of the Employee's :

Wife	Adopted child
Step mother	Father
Defacto wife	Brother
Child	Step father
Husband	Sister
Step Child	Mother
Defacto husband	Mother in law
Father in law	Partner

- (b) In addition, in the case of the death of a family member listed below the Employee is entitled to three continuous days leave without the loss of ordinary pay:

Grandparent
Grandchild
Brother in law
Sister in law
Step-Brother/Sister
Foster Child

- (c) Such leave needs to be taken either immediately preceding or immediately following the death of the family member.
- (d) In the case of a death of an employee's Uncle, Aunt, Nephew, or Niece the Employee is entitled to one day of leave to attend the funeral on production of satisfactory evidence of the death.
- (e) For the purpose of this Clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother. This Clause shall have no application where it coincides with any other period of leave.

6.2.9 Sick Leave Pay Out

All Employees are required to have a minimum of 10 days Sick Leave in their Sick Leave account each year. Any entitlement above 10 days may be paid out at the request of the Employee in December of each year. Any hours cashed in, are in exchange for the equivalent hours in sick leave.

6.3 Long Service Leave

Employees covered by this Agreement will be entitled to the Long Service Leave conditions which prevail in the State of New South Wales.

6.4. Parental Leave

All parties to this Agreement are bound by the conditions of the *Industrial Relations Act, 1996 (NSW)* in regard to maternity, paternity and adoption leave. In addition to these entitlements the Company also agrees to pay five days parental leave with out the loss of ordinary pay on each occasion of Parental Leave being granted.

6.5. Public Holidays

6.5.1. Holiday Entitlements

An employee will be entitled to the following holidays without deduction of ordinary pay:

- Good Friday
- Christmas Day
- Easter Saturday
- Boxing Day
- Easter Monday
- Labour Day
- Queens Birthday
- Australia Day
- New Year's Day
- ANZAC Day
- An additional Public Holiday of 1 day per year (in lieu of the Union Picnic Day)

Note: Easter Saturday is only recognised as a Public Holiday if worked.

6.5.2. Substitution of Holidays.

- (a) Where Christmas Day falls on a Saturday or a Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day respectively.
- (b) Where Boxing Day falls on a Saturday, the following Monday will be observed as Boxing Day.
- (c) Where New Year's Day falls on a Saturday or on a Sunday, the following Monday will be observed as New Year's Day.
- (d) In each of the above-named Holidays, the dates on which the Holiday actually falls will be deemed not to be Holidays and the said Holidays will be observed only on the alternate days specified.

6.5.3. Newly Gazetted Holidays

All employees under this Agreement will observe any additional Holidays which are proclaimed or gazetted in N.S.W., if:

- the Holiday is proclaimed or gazetted with the authority of the Commonwealth or State Governments, and
- the Holiday is one which is observed generally throughout the State of N.S.W.

6.5.4. Holidays and Absences.

- (a) An employee will not be entitled to payment for a Public Holiday if he or she is absent from work on a working day before or after a Public Holiday and he or she does not have reasonable cause for this absence.
- (b) Each employee is responsible to provide proof of the cause of his or her absence unless the Company has given consent for the employee to be absent on either or both of these days.

6.5.5 Rostered Days Off on Public Holidays (also refer to Appendix 3)

The Company will pay a Shift Worker for each Public Holiday at his or her ordinary rate (in the same pay period that this public holiday occurs), or add a day to his or her Annual Leave if his or her:

- Rostered Day Off falls on a Public Holiday specified in **clause 6.5.1.**, and
- Ordinary working hours include Saturday and Sunday, and
- This Public Holiday is not observed on a Saturday or Sunday.

6.6. Jury Service

The Company will reimburse an Employee with an amount equal to the difference between his or her ordinary pay, and the amount paid to attend Jury Service, under the following conditions:

- (a) This Employee must be required to attend Jury Service either:
 - during ordinary working hours, or
 - immediately following an ordinary night shift for which he or she is rostered to work, or
 - immediately before an ordinary afternoon shift for which he or she is rostered to work.
- (b) This Employee is not reasonably able to attend for work on his or her rostered shift as a result of attending this Jury Service.
- (c) This Employee must notify the company of the date he or she is required to attend Jury Service as soon as this is possible.
- (d) This Employee must provide the company with details of:
 - proof of his or her attendance for Jury Service;
 - the duration of attendance for Jury Service; and
 - the amount paid for Jury Service
- (e) Employees working on continuous 12 hour shift rosters and are rostered to work night shift either prior to or following attending Jury Service will be given those shifts off and will be paid at their ordinary rate for pay for those shifts.

6.7. Blood Donor Leave

An Employee has the right to be absent from work for a maximum period of 4 hours without loss of pay on four occasions in each 12 month period if:

- he or she is a regular blood donor; or
- he or she is required to attend a recognised Blood Bank (other than one visiting Company premises) or hospital for the purpose of donating blood in emergency circumstances; and
- he or she provides satisfactory evidence of attending the Hospital or Blood Bank.

6.8. Emergency Services Leave

In the case of a Vinidex employee being an established member of an emergency services organisation, up to three days paid leave will be provided in the event of a substantiated incident or emergency of significant proportions requiring their attendance. In the event of a prolonged civil emergency the Company will be flexible as to the maximum Annual Leave allowable under this policy subject to satisfactory evidence in the manner provided for. In addition emergency response personnel may take additional single days of annual leave for approved training. This Leave will be managed by the Teams in accordance with their minimum manning agreements. Proof of attendance must be supplied.

PART 7: EMPLOYMENT SECURITY

7.1. Commitment to Employment Security

7.1.1 The Parties recognise changes in manning levels and work practices may follow from implementation of the strategic plan, capital investment or general improvements in work organisation. Where this occurs, it is agreed that reduced manning levels will be achieved wherever possible through natural attrition or the reduction in the use of supplementary labour.

7.1.2 However, vacancies matching the skills of displaced employees will not always be available. The partners accept that they cannot guarantee position security for individuals, but that by working together, they can achieve employment security in many cases.

7.1.3 In the case where the Company considers outsourcing a whole business function during the life of this Agreement, the Company agrees to provide the relevant Union sufficient notice to enable a degree of consultation to take place.

7.2 Negotiated Redundancy Payments

The provisions of this Clause shall not apply to casual Employees who may be employed as provided in **Clause 3.2**.

7.2.1. Rate of Pay

For Employees covered by this Agreement, the current hourly rate of pay shall be the rate applicable to the employee at the time of retrenchment.

7.2.2. Period of Notice

(a) The Company shall give Employees and the Union the maximum possible notice of intention to make retrenchments or redundancies, however, notice shall not be less than set out hereunder.

Notwithstanding the above, no redundancies will take effect without the Company first consulting the employees potentially affected and the relevant union organiser or branch secretary.

(b) An employee under notice of retrenchment or redundancy may terminate their services at any time during such period of notice and still qualify for payment provided for in this Agreement.

(c) An employee terminated because of a retrenchment or redundancy shall receive four (4) weeks notice or be paid four (4) weeks pay in lieu of notice.

(d) In addition to the above notice, employees over 45 years of age shall be entitled to an additional weeks notice.

7.2.3. Time off to Seek Work

The Company shall allow time off without loss of pay up to one day in each week an Employee is under notice of retrenchment or redundancy employment. Additional time off to attend interviews for employment maybe allowed after verification of appointment.

7.2.4 Process of Retrenchments

(a) Voluntary Redundancy is the preferred method for the retrenchment of Employees. In the case where there are insufficient volunteers the Company will endeavour to decide based on seniority. The Company also reserves the right to take other factors into account, such as the possession of skills and qualifications which may not necessarily be related to years of service. In such circumstances, the Company reserves the right to review each application for voluntary redundancy.

(b) In the case where there is insufficient voluntary application, the Company will select candidates based on a number of factors including skills, competence and experience. In these situations the Union organiser or branch secretary will be involved to ensure the integrity of the process.

7.2.5 Preference of Employment

Retrenched employees will be eligible for re-employment based on all things being equal such as ability, skills and flexibility etc., should a position become available.

7.2.6 Payment of Accumulated Sick Leave

All outstanding Sick Leave shall be paid to the Employee at the time of retrenchment.

7.2.7 Annual Leave Loading

Annual Leave Loading on the appropriate rate of pay will be paid on all accrued and pro-rata Annual Leave where applicable.

7.2.8 Long Service Leave

Payment of Long Service Leave will be made from commencement of employment. This payment is to be calculated on completed years and months of service (pro-rata basis).

7.2.9 Wages Employees Superannuation Plan

Payments are to be made in accordance with the Trust Deed of the Vinindex Employees Superannuation Plan. Special arrangements will be made to ensure that superannuation payments are made as close to the termination date as possible.

7.2.10 Certificate of Service

Each retrenched or redundant Employee will be supplied with a Certificate of Service on the date of termination or before is requested for seeking work. The Certificate of Service shall also list Units of Competency completed by the Employee.

7.2.11 Death of an Employee

Should an Employee being retrenched or made redundant die before the final date of termination then all benefits relating to this scheme shall be paid directly into the Employee's estate.

7.2.12 Alternate Employment

Should an Employee be offered employment in any other part of the plant (**other than suitable alternative employment**) as an alternative to redundancy and this employment is accepted then redundancy benefits shall apply if the Employee leaves within 10 weeks from the date of transfer. Should the company obtain for the Employee an offer of suitable alternative employment and the Employee rejects that offer, the Employee will not be entitled to the payments and benefits in this Part 7.

7.2.13. Retrenchment / Redundancy Payment

In addition to the other payments provided for in this Award, Employees terminated because of retrenchment or redundancy shall be paid four (4) weeks pay per year of service (pro-rata basis).

7.2.14. Outplacement

In addition to the other benefits provided for in this Agreement, Employees terminated because of retrenchment or redundancy shall receive access to outplacement services provided and paid for by the Company.

7.3 Transfer of Business

- 7.3.1. **“transfer of the business”** means the transfer, transmission, conveyance, assignment or succession, whether by agreement or by operation of law, of the whole or any part of the business, to which this Enterprise Agreement applies.
- 7.3.2. Despite any contrary provision of this Enterprise Agreement, or any other operation of law or agreement, in the event of a transfer of the business :
- (a) this Enterprise Agreement shall bind the successor; and
 - (b) an employee shall not be taken to have been terminated by the Company if the employee becomes an employee of the successor;
 - (c) the continuity of an employee’s employment is taken not to have been broken where the employee becomes an employee of the successor; and
 - (d) a period of service with the Company is taken to have been a period of service with the successor. A period of service with the Company includes service that is taken to be service with the Company as a result of any previous transfer of the business, but this clause does not entitle an employee to claim the benefit from more than one employer in respect of the same period of service.

PART 8: THE DISPUTES SETTLEMENT PROCEDURE

8.1. Disputes Settlement Procedure

It is the intent of all Parties to utilise the Disputes Settlement Procedure specified in the table below to:

- confer and identify the facts, and
- resolve the issue wherever possible

Step 1	Employee and Shift Coordinator/Supervisor
Step 2	As above plus shift delegate or department delegate
Step 3	As above plus senior delegate and department manager
Step 4	Senior union delegate and department manager and Manufacturing Manager
Step 5	The company and the office or state office of the Union concerned
Step 6	In the event of the matter remaining unresolved, either party may refer the matter to the Industrial Relations Commission for conciliation and, if necessary arbitration. The decision of the Commission shall be final subject to any right of appeal and shall be accepted by the parties.

8.2. Disputes Procedure Conditions

8.2.1 All Parties to this Agreement must utilise this process to consult together to settle a matter without loss of pay or production under the following conditions:

- the principle of conciliation and direct negotiation will be adopted for the purpose of
- prevention and settlement of any industrial dispute that may arise.
- all Parties must take an early and active part in discussion and negotiation to prevent or settle disputes in accordance with this procedure.
- each stage of this procedure must be undertaken with as little delay as possible (normally within one day wherever possible).
- emphasis is placed on the settlement of any issue at the closest level to the workplace.
- at any stage , the make up of participants at any step in the procedure may be altered in order to facilitate resolution of the dispute.

- without prejudice to either Party, the status quo prior to the dispute should remain while the matters in dispute are being dealt with in accordance with the above steps unless to do so would jeopardise the continuity of the business. The dispute will be jointly documented using the Disputes Settling Procedure Checklist.

8.2.2 In the case where a safety issue/or the carrying out of specific work is being disputed, the Shift Coordinator is responsible for making a decision as to whether or not the job in question can be put on hold pending a conference. In making the decision the supervisor must take into account:

- the safety of the crew;
- essential needs of the operation.

8.2.3 This in no way reduces the obligation for each individual employee to take responsibility for his or her own safety.

PART 9: LEAVE RESERVE

Leave is reserved to the Company and the Union with respect to the following Issues. The objective is to implement these issues by mutual agreement prior to the expiry of this Agreement:

- (a) The development of competencies to cover moulding and extrusion grade 6.
- (b) All the Parties agree to meet and consult during the term of this Agreement with the view of simplifying this Agreement on the following basis:
 - this process will not result in a reduction in conditions or entitlements;
 - both Parties commit to ensuring all employees are fully aware of any proposed changes prior to the variations being lodged.

APPENDIX 1: TEAMS and VINIDEX'S FUTURE

A1.1 Team Based Work Organisation

A1.1.1 For Vinidex to secure its future, it needs to be a leader in all aspects of performance and present itself as a clear investment option for its owners. The Vinidex Central Region Strategic Plan is aimed at ensuring Vinidex realises this future.

A1.1.2 A key requirement for achieving these strategic objectives is the development of Vinidex Employees. It is critical to our competitive position that all Employees are given an opportunity to contribute to their full potential. This is the only path to "world class" performance.

A1.1.3 In order to achieve this the Company, Employees, and Unions are committed to the introduction of a Team Based Work Organisation.

A1.2 Employees, Unions and Management Commitment

All Parties to this Agreement are committed to the introduction of a Team Based Work Organisation at Vinidex. The Parties are aware that this change process is resource intensive and requires constant support and guidance for success.

A1.2.1 Management gives its commitment to the following:

- constant review of organisational structures in line with team based work principles.
- provision of resources necessary to make the change process successful.

- provision of support and development to all employees influenced by the change process.
- provision of adequate remuneration to Employees in recognition for their efforts.
- reviewing their own behaviours and attitudes against those required in a “world class” organisation.
- ensure that the change process results in more satisfying and value added positions for Employees.
- if necessary defend the change process against external forces.
- help to install in all the values and principles required for the change process to succeed.
- opportunity for career progression

A1.2.2 The Unions and Employees are committed to the following:

- Employees working to their full potential which includes new dimensions to their work life, data gathering, analysing, decision making, coordinating, managing, implementing and communicating.
- increased flexibility in Employees’ approach to work and less reliance on traditional quotas and restrictions.
- defending and promoting the value of the change process.
- adopting the values and principles associated with the change to a Team Based Work Organisation.
- sharing the burden of counselling those Employees who are having difficulty with the change process.
- ensuring all Employees who choose to support the change process receive access to the opportunities that a Team Based Work Organisation brings.
- increasing Employee involvement in the decision making process at all levels of the organisation.

A1.2.3 All Parties are committed to improving the overall performance of Vinidex and the job satisfaction of its Employees.

A1.3 Team Based Organisation Design Principles

A1.3.1 The introduction of Teams in an organisation the size of Vinidex requires some form of support infrastructure to assist in the transition.

A1.3.2 Firstly, there needs to be a clear understanding of the values and principles. The values and principles for Vinidex are:

- decisions are to be made at the most appropriate level of the organisation
- information is to be shared not held back
- all people should be encouraged to develop their full potential.
- all people should not be afraid of asking for support

- support should be provided without removing responsibility for action
- people at Vinidex seek first to understand, then to be understood
- focus is on continuous improvement of tasks identified as being within a team's control
- all people should be treated equitably and with respect.

A1.3.3 Secondly, Teams require a framework for planning and managing their work. The Parties to this Agreement accept that the Star Point approach provides this structure. The basic principles of this approach are:

- provides a clear representation of the areas of responsibility for each team.
- provides clear team roles for team members which will ensure team outcomes are met.
- provides a clear link to the strategic direction of the organisation.
- helps to define team boundaries for decision making.
- encourages the development of key performance measures in the major areas of team activity and systems of feedback.
- helps to identify development requirements for the team.

A1.4 The Implementation Process

The implementation of Team Based work at Vinidex is to be achieved through a bottom-up approach. That is, each department or area introducing self-managed teams will require the involvement of shop floor employees in the design.

A1.5 Networking and Coordination

An important aspect of the change process is the change in role for middle management and management. In the new organisation these employees need to exhibit leadership behaviours not management behaviours.

A.1.5.1 The Leader:

- shares responsibility
- facilitates control
- develops people
- challenges the status quo
- controls through shared understanding
- promotes change initiated by the workforce
- discourages dissent
- believes in people
- asks what and why
- develops the decision making potential of others
- shares information

A1.5.2 The best way for middle managers and managers to understand these concepts is through the establishment of networks that coordinate specific areas of activity. Networks need to be coordinated by a leader and they provide a vehicle for the leader to exercise the values described above.

A1.5.3 The networks will involve shop floor employees in the management of these areas and provide an opportunity for internal benchmarking and standardisation of approach. The networks will provide a critical aspect of the support required to ensure Vinidex becomes "world class".

A1.6 Individual Development

The Parties to this Agreement recognises that the opportunity of individual development and growth is critical to the success of the change. As a result all parties are committed to rewarding these behaviours with increased access to higher grades in the existing Vinidex Grading Structure. In practice this may not result in higher grades being made available to Employees above what is currently in place, but it will increase the opportunity for all Employees to obtain these higher grades

APPENDIX 2: VINIDEX DISCIPLINARY PROCEDURE

A2.1 Introduction

A2.1.3 When an employee accepts a position with Vinidex they are accepting to maintain certain standards of performance and behaviour whilst on the job. Rules, policies and work standards are in place to control behaviour.

A2.1.4 A process needs to be followed to change unsatisfactory performance. It needs to be stressed that the intent of the process is to improve performance not secure termination. This is the spirit in which the process should be approached.

A2.1.5 It should be noted that the term “*performance*” is not meant as a reference to an “engineering standards” type approach to performance management. The Company agrees that only significant fluctuations in work performance should be treated as performance issues.

A2.2. The Discipline Process

A2.2.1 The discipline process involves: -

- (a) identification of the unsatisfactory performance
- (b) understanding the cause behind the problem
- (c) assisting the individual in improving their standard of performance through counselling
- (d) identifying areas which may require training
- (e) monitoring their performance, and
- (f) clearly establishing the consequences of not improving their standard of performance.

A2.2.2 The process should demonstrate fairness and consistency in every case and if termination is the end result, it should not come as a surprise to the individual.

A2.3. The Basic Steps

A2.3.1 On the Job Discussions

- (a) Most discussions between team leaders and team members take place on the job. These discussions could be to:
 - give training and advice;
 - remind an employee of a standard;
 - ask for a change in work practice;

- give recognition;
 - advise on a breach of standard.
- (b) This is the first contact in relation to unsatisfactory performance. The intent should be to ensure the person in question understands the performance problem (Use of diary notes).

A2.3.2 Formal Discussion/Counselling

- (a) This meeting may be needed to:
- discuss training and performance progress;
 - discuss a difficulty experienced on the job;
 - advise of continuing poor performance following discussion on the job and provide advice and help;
 - advise of a serious breach of standards and provide help to correct the problem.
- (b) The individual should be made aware that this is the first stage of formal counselling in relation to performance. This discussion should be documented as a counselling session on the appropriate form.
- (c) The individual should be given every assistance to improve their level of performance or behaviour. This may require counselling sessions with the individual's Manager. This may also require additional training or coaching on the job.
- (d) The individual's performance should then be monitored and reviewed periodically to ensure feedback and improvement.

A2.3.3 Written Warnings

- (a) If the previous attempts at correcting the performance problem have not been successful then it may be necessary to issue the person with a written warning.
- (b) Once again this involves a formal discussion between the Team Leader, the person, the Union delegate and the Production Manager.
- (c) The discussion is recorded formally and a written warning issued that clearly outlines the performance problem, previous discussions on the problem, identified corrective actions and possible future consequences.
- (d) The purpose of the written warning is to ensure that the Employee:
- is properly advised of the seriousness of the problem;
 - has the opportunity to make corrections;
 - has the offer of help;
 - is advised of the likely outcome if the problem is not corrected.

A2.3.4 Final Written Warnings

- (a) In the case of very serious breaches of Company standards or repeated breaches of a lesser nature, a person will be issued with a Final Written Warning.
- (b) It often follows unsuccessful previous attempts to rectify the performance problem.

- (c) Once again a formal discussion is held involving the same parties and the discussion is documented.
- (d) The Final Written Warning is issued containing details of the problem, attempts to rectify, corrective actions and the outcome if performance does not improve.
- (e) At this point it should be made clear that the person's employment with the Company is at risk.

A2.4. Formal Review Meetings

A2.4.1 In the case where an individual has been issued with a formal document as part of the disciplinary procedure, a period of review will be specified. At the end of this period, a review meeting will be held to determine the appropriate course of action. If the issue of concern has been addressed, then the formal document will cease to apply and appropriate action will be taken.

A2.4.2 This does not prevent the Company from intervening within that period of review if the behaviour of the individual concerned does not improve or worsens.

A2.5. Serious Breaches of Standards of Conduct

A2.5.1 The following are considered as a very serious breach of important generally accepted standards. In the case where one of these events occurs then the disciplinary procedure may not be strictly followed.

A2.5.2 For instance, in some cases these breaches of standards may result in instant dismissal.

- under the influence, in possession of or use of alcohol, illegal or unprescribed drugs on the plant;
- committing any act of violence, fighting or horseplay that endangers the safety of others or themselves;
- unauthorised removal from the plant of Company or another Employee's property;
- wilful damage to Company, or other Employee's property;
- serious Breach of Safety Rules or Regulations;
- refusal of Duty except in cases where Employee safety is an issue;
- sleeping on the job.

APPENDIX 3: DEPARTMENT SPECIFIC CONDITIONS

A3.1. Introduction

It is the aim of the Parties of this Agreement to continue to align all the working conditions on the Smithfield Site. The following clauses of this Appendix represent those variations from the basic conditions contained in this Agreement that have been negotiated in the different departments/sections of the site. For the purposes of this Agreement, clauses contained in these Appendices override clauses contained in the body of the Agreement for the specified area.

A3.2. Extruded Products

A3.2.1 Hours of Work

The four shift roster is worked over 7 days per week including Public Holidays requiring each person to work fourteen 12 hour day or night shifts in every 28 day cycle. The system requires a total of 168 hours in each 4 weeks cycle, made up of 152 hours of ordinary time and 16 hours of overtime, all of which is included in the annualised salary. These hours of work can vary to suit operational requirements.

A3.2.2. Salary

A fortnightly salary will be paid in advance into bank or credit union accounts nominated by the Employee, and will be an all inclusive amount for skill used in the workplace, for training programs and any allowances paid under the existing Smithfield Industrial Agreement, as well as those conditions pertaining to the 7 days/12 hour shift roster system.

A3.2.3. Overtime

Overtime for employees on 7 day/12 hour shifts will be at a flat rate of \$32.53*/ hour from the 1st of March 2006, increasing to \$33.83*/hour as of the 1st of March 2007, increasing to \$35.18*/hour as of the 1st of March 2008.

The rates in the tables above have been rounded to two decimal places for display purposes only. Actual payroll rates are expressed to five decimal places.

A3.2.4 Annual Leave

Annual Leave will accrue at a rate of 210 hours per year. This leave will be taken in accordance with the Company's leave policy. The relevant Extrusion Employees agree to provide coverage during the Christmas break to facilitate limited production. These periods of planned shutdown may be varied in consultation with the Employees to cater for fluctuations in market demand.

Annual leave loading is incorporated into salary and no further loading will be paid. Where an employee takes annual leave on a rostered shift, the number of hours that would have been worked on that shift will be deducted from the annual leave entitlement.

A3.2.5. Meal Breaks

The Parties to this Agreement consent to continue the current arrangement in terms of meal break entitlements (3 half hour meal breaks) in the Extruded Products Department and for relevant Moulding employees under the condition that all machines are manned appropriately during these breaks.

A3.3. Moulded Products

A3.3.1. Current Situation

(a) Hours of Work

- permanent day workers 8.0 hours/day plus 0.5 hours meal break;
- two shift operators both shifts work 8.0 hours / day plus 0.5 hour meal break;
- shift loadings are only applicable to afternoon or night shifts;
- continuous shift operations are of 8.0 hours duration's per shift including crib break.

(b) Rostered Days Off (RDO's)

- (i) For the duration of this Agreement, it is agreed between the Parties that a Rostered Day Off (RDO) per four weeks is the preferred method of effecting the 38 hour week. Further, it is agreed that in scheduling the RDO for any group and/or individual, the Company is not encumbered in any way to meet its commitment to customers.
- (ii) At the commencement of each year the Production Manager will, with consultation with employees, prepare an RDO schedule for the year. This will define:
 - twelve (12) days (one per month), that if plant loadings permit, will signify complete

production close downs allowing all production personnel to take an RDO.

- twenty four days (two per month), that if customer demands require, will signify limited production days where half the member of each Team may take an RDO on alternate defined days in that period, thus ensuring a continuance of higher priority production.

(iii) The Production Manager will, in conjunction with Sales and Scheduling personnel, provide four weeks notice of the Company's requirements.

A3.3.2 12 Hour Shifts

The Company may direct employees to work on 12 hour shifts as set out below.

A3.3.2.1 Hours of Work

The four shift roster is worked over 7 days per week including Public Holidays requiring each person to work twenty eight 12 hour day or night shifts in every 56 day cycle. The system requires a total of 336 hours in each 8 weeks cycle, which is treated as ordinary time. These hours of work can vary to suit operational requirements.

A3.3.2.2 Salary

A fortnightly salary will be paid the Wednesday of each fortnight into bank or credit union accounts nominated by the Employee and will be averaged over the full cycle of the roster cycle. The salary is an all inclusive amount including all ordinary hours, rostered overtime shift allowances and weekend premiums, and any allowances paid under the existing Smithfield Enterprise Agreement, as well as those conditions pertaining to the 7 days/12 hour shift roster system. The rates of pay for working on a 12 hour shift pattern are set out in Appendix 4 Part A4.5.2A to this Agreement.

A3.3.2.3 Overtime

Overtime for employees on 7 day/12 hour shifts will be at a flat rate of \$32.53*/ hour from the 1st of March 2006, increasing to \$33.83*/hour as of the 1st of March 2007, increasing to \$35.18*/hour as of the 1st of March 2008, for all time outside of rostered hours. Overtime will be for any time worked after the completion of the rostered day (ie. in excess of 12 hours for a 12 hour shift).

* The rates above have been rounded to two decimal places for display purposes only. Actual payroll rates are expressed to five decimal places.

A3.3.2.4 Annual Leave

Annual Leave will accrue at a rate of 210 hours per year. This leave will be taken in accordance with the Company's leave policy. The relevant Moulding Employees agree to provide coverage during the Christmas break to facilitate limited production. These periods of planned shutdown may be varied in consultation with the Employees to cater for fluctuations in market demand.

Annual leave loading is incorporated into salary and no further loading will be paid. Where an employee takes annual leave on a rostered shift, the number of hours that would have been worked on that shift will be deducted from the annual leave entitlement.

A3.3.2.5 Sick Leave

When an employee takes sick leave on a rostered shift, the number of hours that would have been worked on that shift will be deducted from the employee's sick leave entitlement.

A3.3.2.6 Carer's Leave

When an employee takes carers' leave on a rostered shift, the number of hours that would have been worked on that shift will be deducted from the employee's carer's leave entitlement.

A3.3.2.7 Public Holidays

Payment for rostered hours on public holidays is included in wage rates listed in the appendix. All overtime hours worked on public holidays will be paid at the set overtime rate per hour.

Public holidays start at 6:00am on the day of the public holiday and end at 6:00am on the day after the public holiday.

A3.3.2.8 Swapping Shifts

If an employee wishes to swap shifts, it is the employee's responsibility to locate a suitably skilled person who is also willing to swap. A request to swap a shift must then be submitted to the appropriate on-line management for approval.

The roster must be updated to reflect the approved shift swap.

A3.3.2.9 Unplanned Leave (Relief) Coverage

Relief coverage on a 7 day roster requires employees to come into work on days off.

However, coverage for absences on 7 day roster can request additional time to contact an employee and have them commute to work. Employees on 7 day rosters are expected to provide as much notice as possible for any absence (at least 2 hours). Every effort must be made by all parties for relief to be available so that shift Employees completing their shifts still have a ten hour break between shifts.

A3.4. Fabricated Products

A3.4.1 Hours of Work

(a) Standard works hours will be carried out over five normal working days each week Monday to Friday, eight hours each day except Monday which will be twelve hours, 6.00am to 6.04pm including one midday meal break and 8.5 hours per day Tuesday to Friday inclusive of one midday. In the event of Monday being a Public Holiday, 12 hours will be worked on Tuesday. There is no Rostered Day Off (RDO) in this Agreement. To offset this, the RDO entitlement of 2 hours per week is paid at time and a half, with double time for the last hour.

(b) On Monday or other days when overtime is worked there will be no afternoon crib break. As a result, work will cease at 6.04pm, but the pay period will cease at 6.20pm.

A3.5. Distribution

A3.5.1. Shift Structure

The fixed shifts consist of Team and Warehouse/Pipe Yard Operators. The Team Leader is responsible for direction of the team including leading the KPI action planning and target achievement process.

A3.5.2. Shift Hours

Morning Shift consists of 8 hours per day which includes a 15 minutes tea break but does not include 30 minutes for meal break. Afternoon/night shift consists of 8 hours per day which includes a 15 minute tea break and 30 minutes for meal break Shift Allowance is to be paid for ordinary hours worked only, excluding rotating shifts.

A3.5.3. Rostered Days Off (RDO's)

(a) For the duration of this Agreement it is agreed between the Parties that a Rostered Day Off (RDO) per four weeks is the preferred method of effecting the 38 hour week. Further, it is agreed that in scheduling the RDO for any group and/or individual the Company is not encumbered in any way to meet it's commitment to customers.

(b) An RDO may be taken by an employee through consultation with members of his Team and Team Leader with a minimum of twenty four hours notice of such absence. Not more than one employee of any one Team is to schedule an RDO on the same day without approval from his Team Leader or Manager.

A3.6. Maintenance

A3.6.1 Shift Loading

- (a) Shift Loading for fixed afternoon shift Monday to Friday (rotating one week in three) will be paid at 15% more than the ordinary rate.
- (b) Shift Loading for afternoon shift on Saturdays and Sundays and Public Holidays will be paid at 15% more than the ordinary rate.
- (c) No shift loading will be paid to afternoon shift workers who work morning shift on Saturdays or Sundays or Public Holidays.

A3.6.2 Hours of Work

- (a) Except as noted in A3.6.2(b), maintenance crews working on afternoon shift shall commence normal shift at 2.00pm and finish work at 10.00pm, inclusive of a 30 minute meal break mid shift and a 10 minute crib break within the first four hours.
- (b) For maintenance crews working 12 hour shifts, the four shift roster is worked over 7 days per week including Public Holidays requiring each person to work fourteen 12 hour day or night shifts in every 28 day cycle. The system requires a total of 168 hours in each 4 weeks cycle, made up of 152 hours of ordinary time and 16 hours of overtime, all of which is included in the annualised salary. These hours of work can vary to suit operational requirements.

A3.6.3 Rest Period after Overtime

- (a) When the time worked during any call back is less than three hours, then the Employee must be given at least 8 consecutive hours off duty between the work of successive working days.
- (b) When the time worked during any call back is more than 3 hours, then the Employee must be given at least 10 consecutive hours off duty between the work of successive working days.

A.3.6.4 Provision of a Good-Will Stand-By Roster

Prior to the week-end, the Maintenance Supervisor will draft a week-end availability for call backs roster from volunteered notification. Should Employees not be contactable or unable to attend for duty, they will not be required to provide any explanation.

A.3.6.5. Maintenance Employees

The Company commits to investigating the introduction of Competency Standards and Competency Based Development for Maintenance Employees during the life of this Agreement.

A.3.6.6. For the 12 hour shift maintenance electrician and fitters:

A3.6.6.1 All overtime will be paid at a flat rate of \$47.24*/hour from the 1.3.06, increasing to \$49.13*/hour as of the 1.3.07, increasing to \$51.10*/hour as of the 1.3.08.

* The rates in the tables above have been rounded to two decimal places for display purposes only. Actual payroll rates are expressed to five decimal places.

A3.6.6.2 Annual Leave will accrue at a rate of six weeks per year which includes five weeks entitlements for working the 7 day/12 hours shift roster plus one additional week for work performed on public holidays.

APPENDIX 4: THE VINIDEX SMITHFIELD GRADING STRUCTURE

A4.1. Introduction

A4.1.1 The content of this Appendix outlines the grading structure for Vinidex Smithfield.

A4.1.2 All of the materials that have been developed and those materials still in the development phase are in line with National Competency Standards and will deliver National Accreditation to Vinidex participants. This represents the extent of the commitment Vinidex has to allowing interested individuals to progress through the development of skills and competencies valued by Vinidex and the industry as a whole.

A4.1.2 The Distribution Training Package is still under development.

A4.1.3 The Company reserves it's right to manage employee training and the union reserves it's right to become involved in issues of employee training. Should a dispute arise, the dispute procedure contained in this document may be followed.

A4.2. The Principle of Competency Based Development

A4.2.1 Competency based development focuses on a complete education process from gaining new knowledge and skill through to applying that knowledge and skill to achieve an identified work performance. Competency statements have been developed for all the major industries and Vinidex will utilise the National Plastics, Rubber and Cablemaking Training Package 1998 as the primary resource for the development programs.

A4.2.2 Competency profiles already agreed to at Vinidex are largely consistent with the National Competency Standards and as such only minor modification will be required

A4.3. The Development Process

A4.3.1 Vinidex has adopted a self-paced approach to development allowing individuals to obtain development material and work through it at their own pace with coaching support available as required.

A4.3.2 Once the Modules are completed Employees will then need to provide evidence of their competence in the work place before they are accredited with the module.

A4.4.3 The process will be supported by the Recognition of Prior Learning Process. An audit process will be used to determine the competence of experienced employees. In these cases there may be a limited amount of new learning required to meet the performance standards of the identified position. In all cases it is the intention of Vinidex to provide the individual concerned sufficient time to gain the necessary skills required for the grade that they are paid at. In most cases this would be twelve months.

A4.4.4 The Company agrees to review each case on an individual basis and would discuss any intended actions with workforce representatives at this time. The focus of this process is to allow people to develop the skills they need to perform in their job.

A4.5. Grading Structures

A4.5.1 Extruded Products

Grade	Rate*			Modules**	Code
	1.03.06	1.03.07	1.03.08		
Induction Grade (Estimated time 6 mths)	\$19.56	\$20.57	\$21.58	Shift Materials Safely by Hand Business Awareness Follow OHS Procedures	(VXHANDLE03) (VXBAW01) (VXOHS01)
Grade 1	\$23.47	\$24.69	\$25.90	Package Goods	(VXFIN04)

(Estimated time 6 mths) (Certificate 1 Process Manufacturing)				Complete Workplace Documents Participate in Interactive Workplace Communications Work with Others in a Team	(VXCOMM01) (VXCOMM03) (VXWKO06)
Grade 2 (Estimated Time 12 mths) (Certificate ii Production Support)	\$25.91	\$27.25	\$28.58	Use Precision Measuring Equipment Use Materials and Process Knowledge To Complete Work Operations Finish Goods for Customer Use Follow Environmental Procedures Quality Principles and Practices Conduct Housekeeping Activities Monitor Process Operations	(VXCALC03) (VXPROD35) (VXFIN01) (VXWASTE01) (VXQUAL01) (VXMAINT01) (VXPROD30A)
Grade 3 (Estimated Time 12 mths)	\$26.56	\$28.12	\$29.68	Run Extrusion Line (Twin Screw) Prepare Materials to Formulae Set-Up Equipment for Continuous Operations Shutdown Work Area Change Equipment Dies Equipment Care Trouble Shoot Principles and General Trouble Shooting	(VXPROD13) (VXPREP06) (VXPREP03) (VXPROD43) (VXPREP04) VXMAINT02/03) (VXPROD42)
Grade 4 (Estimated Time 12 mths) (Process Manufacturing iii Extrusion)	\$28.17	\$29.82	\$31.47	Run High Speed Mixing Equipment Trouble Shoot Principles Twin Screw Extruder Interpret and Use Workplace Statistical Information Sample, Inspect and Test Products To Specification Monitor Product Quality Standards Collect and Present Workplace Data and Information Coordinate Shift Handover	(VXPROD55) (VXPROD42A) (VXCALC02) (VXPROD41) (VXPROD34) (VXCOMM02) (VXWKOPS05)
Grade 6	\$29.09	\$30.80	\$32.50	(See part 9 - Leave Reserved)	

* The rates in the tables above have been rounded to two decimal places for display purposes only. Actual payroll rates are expressed to five decimal places.

** Subject to minor changes to ensure alignment to National Competency Standards

A4.5.2 Moulded Products Day Shift:

Grade	Rate*			Modules**	Code
	<u>1.03.06</u>	<u>1.03.07</u>	<u>1.03.08</u>		
Grade 1 (Estimated time 12 mths) (Certificate 1 Process Manufacturing)	\$18.88	\$19.63	\$20.42	Package Goods Complete Workplace Documents Participate in Interactive Workplace Communications Work with Others in a Team Shift Materials Safely by Hand Business Awareness Follow OHS Procedures	(VXFIN04) (VXCOMM01) (VXCOMM03) (VXWKO06) (VXHANDLE03) (VXBAW01) (VXOHS01)
Grade 2 (Estimated Time 12 mths) (Certificate ii Production Support)	\$19.14	\$19.91	\$20.70	Use Precision Measuring Equipment Use Materials and Process Knowledge To Complete Work Operations Finish Goods for Customer Use Follow Environmental Procedures Quality Principles and Practices	(VXCALC03) (VXPROD35A) (VXFIN01) (VXWASTE01) (VXQUAL01)

				Conduct Housekeeping Activities Monitor Process Operations	(VXMAINT01) (VXPROD30A)
Grade 3 (Estimated Time 12 mths)	\$19.88	\$20.68	\$21.50	Run Injection Moulding Equipment Prepare Materials to Formulae Set-Up Equipment for Continuous Operations Shutdown Work Area Change Equipment Dies and Moulds Equipment Care Trouble Shoot Principles and General Trouble Shooting	(VXPROD10) (VXPREP06) (VXPREP03) (VXPROD43) (VXPREP04A) (VXMAINT02/03) (VXPROD42)
Grade 4 (Estimated Time 12 mths) (Process Manufacturing iii Moulding)	\$22.73	\$23.64	\$24.58	Run High Speed Mixing Equipment Trouble Shoot Principles Injection Moulding Interpret and Use Workplace Statistical Information Sample, Inspect and Test Products To Specification Monitor Product Quality Standards Collect and Present Workplace Data and Information Coordinate Shift Handover	(VXPROD55) (VXPROD42C) (VXCALC02) (VXPROD41) (VXPROD34) (VXCOMM02) (VXWKOPS05)
Grade 6	\$31.37	\$32.63	\$33.93	(See Part 9 - Leave Reserved)	

* The rates in the tables above have been rounded to two decimal places for display purposes only.
Actual payroll rates are expressed to five decimal places.

** Subject to minor changes to ensure alignment to National Competency Standards

A4.5.2A Moulded Products 12 hour / 7 day Shift

Grade	Rate*			Modules**	Code
	<u>1.03.06</u>	<u>1.03.07</u>	<u>1.03.08</u>		
Grade 2 (Estimated Time 24 mths) (Certificate 1 Process Manufacturing) (Certificate ii Production Support)	\$26.43	\$27.48	\$28.58	Package Goods Complete Workplace Documents Participate in Interactive Workplace Communications Work with Others in a Team Shift Materials Safely by Hand Business Awareness Follow OHS Procedures Use Precision Measuring Equipment Use Materials and Process Knowledge To Complete Work Operations Finish Goods for Customer Use Follow Environmental Procedures Quality Principles and Practices Conduct Housekeeping Activities Monitor Process Operations	(VXFIN04) (VXCOMM01) (VXCOMM03) (VXWKO06) (VXHANDLE03) (VXBAW01) (VXOHS01) (VXCALC03) (VXPROD35A) (VXFIN01) (VXWASTE01) (VXQUAL01) (VXMAINT01) (VXPROD30A)
Grade 3 (Estimated Time 12 mths)	\$27.44	\$28.54	\$29.68	Run Injection Moulding Equipment Prepare Materials to Formulae Set-Up Equipment for Continuous Operations Shutdown Work Area Change Equipment Dies and Moulds Equipment Care Trouble Shoot Principles and General Trouble Shooting	(VXPROD10) (VXPREP06) (VXPREP03) (VXPROD43) (VXPREP04A) (VXMAINT02/03) (VXPROD42)
Machine operations Team Leader (Estimated Time 12 mths) (Process Manufacturing iii Moulding)	\$31.31	\$32.56	\$33.86	Run High Speed Mixing Equipment Trouble Shoot Principles Injection Moulding Interpret and Use Workplace Statistical Information Sample, Inspect and Test Products To Specification Monitor Product Quality Standards	(VXPROD55) (VXPROD42C) (VXCALC02) (VXPROD41) (VXPROD34)

Collect and Present Workplace Data
and Information (VXCOMM02)
Coordinate Shift Handover (VXWKOPS05)
Plus other duties outlined in the Vinidex position description
for the Machine Operations Team Leader

- * The rates in the tables above have been rounded to two decimal places for display purposes only.
Actual payroll rates are expressed to five decimal places.
- ** Subject to minor changes to ensure alignment to National Competency Standards”

A4.5.3 Toolmakers

Grade	Rate	1.03.06*	1.03.07*	1.03.08*
Toolmaker Grade 1		\$28.67	\$29.82	\$31.01
Toolmaker Grade 2		\$28.80	\$29.96	\$31.15
Toolmaker Grade 3		\$28.90	\$30.06	\$31.26
Toolmaker Grade 4		\$28.99	\$30.15	\$31.35

Note: Toolmaker rates include the annual leave loading which has been averaged over the year.

- * The rates in the tables above have been rounded to two decimal places for display purposes only.
Actual payroll rates are expressed to five decimal places.

A4.5.4 Maintenance 12 hour/ 7 day:

Grade	Rate	1.03.06*	1.03.07*	1.03.08*
Electrician		\$44.98	\$46.78	\$48.65
Fitter		\$44.12	\$45.89	\$47.72

These rates include the annual leave loading which has been averaged over the year.

- * The rates in the tables above have been rounded to two decimal places for display purposes only.
Actual payroll rates are expressed to five decimal places.

A4.5.5 Maintenance Day shift:

Grade	Rate	1.03.06*	1.03.07*	1.03.08*
Fitter Grade 1		\$27.61	\$28.71	\$29.86
Fitter Grade 2		\$27.74	\$28.85	\$30.01
Fitter Grade 3		\$27.84	\$28.96	\$30.11
Fitter Grade 4		\$27.93	\$29.04	\$30.21
Electrician Grade 1		\$28.20	\$29.33	\$30.50
Electrician Grade 2		\$28.33	\$29.47	\$30.65
Electrician Grade 3		\$28.43	\$29.57	\$30.75

Electrician Grade 4	\$28.52	\$29.66	\$30.84
Electrician Special Class	\$31.29	\$32.54	\$33.84
Trades Assistant	\$22.63	\$23.54	\$24.48
General Hand-Oil/Greaser	\$21.23	\$22.08	\$22.96

Note: Dayshift Fitter, Electrician and Electrician Special Class rates include the annual leave loading which has been averaged over the year.

* The rates in the tables above have been rounded to two decimal places for display purposes only. Actual payroll rates are expressed to five decimal places.

A4.5.6 Fabrication:

Grade	Rate	1.03.06*	1.03.07*	1.03.08*
Grade 1		\$22.82	\$23.73	\$24.68
Grade 2		\$24.91	\$25.90	\$26.94
Grade 3		\$25.85	\$26.89	\$27.96
Grade 4		\$28.58	\$29.73	\$30.92
Grade 5		\$33.45	\$34.78	\$36.18

* The rates in the tables above have been rounded to two decimal places for display purposes only. Actual payroll rates are expressed to five decimal places.

A4.5.7 Distribution

Grade	Rate	1.03.06*	1.03.07*	1.03.08*
Grade 1		\$17.46	\$18.16	\$18.89
Grade 2		\$19.01	\$19.77	\$20.56
Grade 3		\$19.13	\$19.90	\$20.69
Grade 4		\$21.27	\$22.12	\$23.00
Grade 6		\$23.36	\$24.30	\$25.27

* The rates in the tables above have been rounded to two decimal places for display purposes only. Actual payroll rates are expressed to five decimal places.

A4.6 Standards of Evidence

The accreditation of individuals through the Vinidex grading structure will need to satisfy the evidence standards required by the educational institution providing the National Accreditation. In this regard the process of gathering and processing evidence will need to be objective and systematic to enable the National Accreditation.

A4.7 Mixed Functions

A4.7.1 The focus of the grading structure will be to allow individuals to progress to the next grade as opportunities arise. For this reason, where appropriate, lower grade employees will be provided with an opportunity to perform higher-grade work. An adult employee who performs higher grade work involving different rates of pay, shall be paid at the higher rate for all time worked in the higher grade.

A4.7.2 This will be interpreted according to the custom and practice on the site.

A4.7.3 Where an employee works more than 50% of their time in a one-month period at a higher grade, the employee's position will be reviewed in consultation with the union.

A4.7.4 In the case where an employee is asked to perform lower grade duties temporarily on any given shift, their rate of pay will not be changed to the lower grade rate. The case of permanent transfer will be managed in accordance with the award.

A4.7.5 Should evidence emerge that the proposal is not applied consistently or should problems emerge with the provision, the parties will exercise their rights to raise the matter.

A4.8 Process of Appeal

In the case of a disagreement over an assessment of evidence the individual concerned should follow the disputes procedure contained in this **Part 8** of this Agreement.

A4.9 Union and Company Commitment to Competency Based Training

The Unions and the Company are committed to the full implementation of the competency based training process to provide access to Nationally Accredited Training. For this reason the Company and the Union have been careful to preserve the integrity of the process while not disadvantaging current employees:

- (a) the rates of all current employees will be red circled during the implementation of the program;
- (b) there will be no red circling of any new employee;
- (c) the Company will maintain a monitoring approach to assist any employee displaying difficulties or seeking assistance in their Training Program;
- (d) employees will be encouraged to be competent to their current grade. Progression through the grades will be voluntary;
- (e) no employee will be terminated as a result of not attaining their current grade;
- (f) the parties reserve the right to review the training program 12 months after its implementation.

Signatories:

The Unions and the Company accept and agree on the conditions of this Agreement.

Signed for and on behalf of Vinindex Pty. Limited.

Signature of authorised person

Office Held

Signed for and on behalf of the National Union of Workers (NUW) NSW Branch

Signature of authorised person

Office Held

Signed for and on behalf of The Australian Workers Union (AWU)

Signature of authorised person

Office Held

APPENDIX 5: RUBBER WORKERS (STATE) AWARD

PART A - ARRANGEMENT

Clause No.	Subject
1.	Title
2.	Definitions
3.	Interpretation
4.	Contract of Employment
5.	Stand Down Provisions
6.	Part-time Employment
7.	Grievance and Disputes Procedure
8.	Wages
9.	Arbitrated Safety Net Adjustments
10.	Delineation of Warehousing and Manufacturing/Production Streams
11.	Superannuation
12.	Training
13.	Junior Rates
14.	Special Rates
15.	First-aid Attendant
16.	Shift Rates
17.	Mixed Functions
18.	Hours of Duty
19.	Maximum Number of Hours
20.	Rest Time
21.	Washing Time
22.	Travelling Time Allowance and Board
23.	Motor Vehicle Allowance
24.	Overtime
25.	Meals
26.	Holiday and Sunday Work
27.	Sick Leave
28.	Personal/Carer's Leave
29.	Bereavement Leave
30.	Blood Donors
31.	Jury Service

32.	Accident Pay
33.	Annual Leave
34.	Long Service Leave
35.	Parental Leave
36.	Payment of Wages
36A.	Deduction & Remittance of Union Membership Fees
37.	Record of Time Book
38.	Junior Workers
39.	Tools of Trade
40.	Protective Clothing
41.	Union Business
42.	Union Officials
43.	Shop Stewards
44.	Notice Boards
45.	Waterproof Garments
46.	Redundancy
47.	Enterprise Agreement
48.	Structural Efficiency
49.	Anti-Discrimination
50.	Area, Incidence and Duration
APPENDIX A.	Wage Rates (Adults)
APPENDIX B.	Allowances/Special Rates

1. - TITLE

This Award shall be known as the Rubber Workers (State) Award.

2. - DEFINITIONS

(a) CLASSIFICATIONS

- (i) **"Manufacturing/Production Employee Level 1"** means an employee undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of the employee's training.

- (1) performs routine duties associated with the relevant manufacturing process including labouring and cleaning duties;
- (2) exercises minimal judgement;
- (3) works under direct supervision in the following functions:
 - house keeping duties;
 - assisting machine operators;
 - using selected hand tools;
 - maintaining simple records.
- (4) Is undertaking structured training so as to enable them to work at the MP-2 level.

Promotional Criteria - An employee remains at this level until the employee has been assessed and appropriately certified to be capable of performing effectively the tasks required by this function to enable the employee to progress to the next function.

- (ii) **"Manufacturing/Production Employee Level 2"** means an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at MP-1 level or has completed an ATS traineeship.

The employee:

- (1) works under direct supervision either individually or in a team environment;
- (2) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviation/faults.

Indicative of the tasks or skills which the employee may perform or have at this level are the following:

- repetitious work on automatic, semi automatic or single purpose machines or equipment;
- assembling components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- the ability to measure accurately using gauges and meters;
- maintaining records;
- operator fitting pneumatic tyres to rims and/or wheels;
- performing basic test functions;
- operating hand operated transport and lifting devices;
- operating granulating or reclaiming or crumming or shredding machines;
- trimming/cutting/gluing/sealing/assembling or wrapping finished goods;
- operator fitting solid tyres to wheels;
- operating slitting and/or setting machines;
- operating machinery that requires basic setting up skills;
- operating automatic and manual press machines; or
- repairing airbags, belts and cables, fitting terminals to cables.

Promotional Criteria - An employee remains at this level until the employee has been assessed and appropriately certified to be capable of performing effectively the tasks required by this function to enable the employee to progress to the next level when a position becomes available.

- (iii) "**Manufacturing/Production Employee Level 3**" means an employee who performs work above and beyond the skills of an employee at MP-2 level and to the extent of the employee's training and appropriate certification for this level.

The employee:

- (1) is responsible for the quality of the employee's own work subject to routine supervision.
- (2) works under routine supervision either individually or in a team environment;
- (3) exercises discretion within the employee's level of skills and training.

Indicative of the tasks and skills which the employee may perform or have are the following:

- works flexibly between assembly/process stations;
- operates machinery and equipment requiring the exercise of skill, knowledge and discretion beyond that of an employee at level MP-2;
- basic tracing and sketching skills;
- receiving, dispatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- basic inventory control in the context of a production process;
- basic keyboard skills;
- operation of mobile equipment including fork lifts, hand trolleys, pallet trucks and overhead cranes;
- ability to measure accurately using gauges and meters;

- maintaining records;
- setting or drawing kilns; or
- setting up and operating mixing and milling machines.

Promotional criteria - An employee remains at this level until the employee has been assessed and appropriately certified to be capable of performing effectively the tasks required by this function to enable the employee to progress to the next level when a position becomes available.

- (iv) **"Manufacturing/Production Employee Level 4"** means an employee who performs work above and beyond the skills of an employee at MP-3 level and to the extent of the employee's training and appropriate certification for this level.

The employee:

- (1) works from complex instructions and procedures and exercises discretion within the limits of the employee's skills;
- (2) assists with the provision of on-the-job training to a limited degree;
- (3) co-ordinates work in a team environment or works individually under general supervision;
- (4) is responsible for assuring the quality of the work the employee performs.

Indicative of the tasks and skills which an employee at this level may perform or have are the following:

- the use of precision measuring instruments;
- maintaining records;
- machine setting, die setting, loading and operation;
- inventory and store control including;
- licensed operation of all appropriate materials handling equipment;
- use of tools and equipment within the scope of basic non-trades maintenance;
- computer operation at a level higher than that of an employee at MP-3 level;
- intermediate keyboard skills;
- basic engineering and fault finding skills;
- performs basic quality checks on the work of others;
- be licensed and certified to drive forklifts and cranes at a level higher than MP-3;
- has a knowledge of the employer's operations relating to production processes;
- performs quality control inspections;
- repairing and splicing belting on site;
- operates machinery within a fibre optics plant; or operates calender, multi-headed extruders, mixing and milling machines and whose duties require significant setting up and operating skills.

Promotional criteria - An employee remains at this level until the employee has been assessed and appropriately certified to be capable of performing effectively the tasks required by this level to enable the employee to progress to the next level when a position becomes available.

- (v) **"Manufacturing/Production Employee Level 5"** means an employee who performs work above and beyond the skills of an employee at MP-4 level and to the extent of the employee's training and appropriate certification for this level.

The employee:

- (1) is able to work from complex instructions and procedures;
- (2) is able to co-ordinate work in a team environment under general supervision;
- (3) assist in the provision of on-the-job training;

- (4) is responsible for checking the employee's own work;
- (5) exercises discretion within the scope of this level;
- (6) exercises keyboard skills at a level higher than MP-4;
- (7) performs work under general supervision either individually or in a team environment.

Indicative of the tasks and skills which an employee at this level may perform or have are the following;

- approves and passes first-off samples and maintains the quality of the product;
- works from production drawings, prints or plans;
- uses precision measuring instruments;
- complex machine and die setting, loading testing and operation;
- operates all lifting equipment;
- operates sets up and adjusts all production machinery in a plant including production process welding to the extent of the employee's training;
- inventory store control including;
- licensing operation of all appropriate materials handling equipment;
- use of tools and equipment within the scope of basic non-trades maintenance;
- computer operation at a level higher than that of an employee at MP-4;
- has intermediate keyboard skills;
- has basic engineering and fault finding skills;
- is licensed and certified for driving fork lifts and cranes at a level higher than MP-4;
- has knowledge of the employer's operations relating to production processes;
- tyre building;
- die setting;
- operates a computerised drive line;
- supervises, performs and implements quality control functions;
- supervises and performs operations on calender, mixing and milling machines;
- repairs and splices belts off site; or
- maintains records.

Promotional criteria - An employee remains at this level until the employee has been assessed and appropriately certified to be capable of performing effectively the tasks required by this function to enable the employee to progress to the next level when a position becomes available.

- (vi) "**Manufacturing/Production Employee Level 6**" means a production systems employee who works above and beyond an employee at MP-5 level and to the level of the employee's training and who applies the skills acquired through the successful completion of a certificate level or equivalent qualification in the production, distribution or stores functions according to the needs of the enterprise.

The employee:

- (1) understands and applies quality control techniques;
- (2) exercises good interpersonal communication skills;
- (3) exercises discretion within the scope of this level;
- (4) exercises keyboard skills at a level higher than MP-5;
- (5) performs work under general supervision either individually or in a team environment.

Indicative of the tasks or skills which an employee at this level may perform or have are the following:

- approves or passes first-off samples and maintains the quality of the product;
- works from production drawings, prints and plans;
- operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of the employee's training;
- can perform a range of engineering maintenance functions;
- can perform manufacturing operations at a level higher than MP-5;
- can operate all lifting equipment;
- maintains records;
- performs basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- understands and applies computer techniques relating to production process operations;
- has a higher level of stores and inventory responsibility beyond the requirements of an employee MP-5;
- assists in the provision of on-the-job training in conjunction with trades persons and trainers;
- has a sound knowledge of the employer's operations relating to the production process.

(vii) "**Warehouse Worker Level 1**" means an employee who at this level performs duties to the level of the employee's training, including appropriate certification.

The employee:

- (1) is responsible for the quality of the employee's own work subject to routine supervision;
- (2) works under routine supervision either individually or in a team environment;
- (3) exercises discretion within the level of the employee's level of skill and training.

Indicative of the tasks and skills which an employee at this level may perform or have are the following;

- basic VDU operation;
- the ability to measure accurately using gauges and meters;
- maintains records;
- allocates and retrieves goods from specific warehouse areas;
- checks periodically housekeeping and stock;
- sorts and packages goods and materials in accordance with operative procedures and regulations;
- the preparation and receipt of appropriate documentation, including liaison with employers.

Promotional criteria - An employee remains at this level until the employee has been assessed or appropriately certified to be capable of performing effectively the tasks required of this function to enable the employee to progress to the next level when a position becomes available.

(viii) "**Warehouse Worker Level 2**" means an employee who performs work above and beyond the skills of a Warehouse Worker Level 1 and to the appropriate level of the employee's training, including appropriate certification for this level.

The employee:

- (1) works from complex instructions and procedures and exercises discretion within the limits of the employee's skills;
- (2) co-ordinates work in a team environment or works individually under general supervision;
- (3) is responsible for the quality of the employee's own work.

Indicative of the tasks and skills which an employee at this level may perform or have are the following:

- inventory and store control, including;
- the licensed operation of all materials handling equipment;
- the use of tools and equipment within the scope of basic non-trades maintenance;
- VDU operation at a level higher than that of a Warehouse Worker Level 1;
- the use of measuring equipment and scales.

Promotional criteria - An employee remains at this level until the employee has been assessed or appropriately certified to be capable of performing effectively the tasks required by this function to enable the employee to progress to the next level when a position becomes available.

- (ix) **"Warehouse Worker Level 3"** means an employee who performs work above and beyond the skills of a Warehouse Worker Level 2 to the extent of the employee's training and appropriate certification for this level.

The employee:

- (1) may perform work requiring minimal supervision either individually or in a team environment;
- (2) is responsible for checking the quality of the employee's own work;
- (3) exercises discretion within the scope of this grade;
- (4) exercise keyboard skills at a level higher than Warehouse Worker Level 2;
- (5) performs work under general supervision either individually or in a team environment;
- (6) possesses an advanced level of interpersonal and communication skills.

Indicative of the tasks or skills which an employee at this level may perform or have are the following;

- the operation of all materials handling equipment under licence;
- uses a VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc.;
- development and refinement of a store's layout, including proper location of goods and their receipt and despatch.

Promotional criteria - An employee remains at this level until the employee has been assessed or appropriately certified to be capable of performing effectively the tasks required by this function to enable the employee to progress to the next level when a position becomes available.

- (x) **"Warehouse Administrative Officer"** means an employee who works above and beyond the skills of a Warehouse Worker Level 3 and to the level of the employee's training applying the skills acquired through the successful completion of a certificate level or equivalent qualification in the distribution or stores function according to the needs of the enterprise.

The employee:

- (1) implements quality control techniques and procedures;
- (2) possesses a highly developed level of interpersonal communication skills;
- (3) has the ability to supervise and provide direction and guidance to other employees including the ability to assist with on-the-job training and induction;
- (4) exercises keyboard skills at a level higher than that of a Warehouse Worker Level 3;
- (5) performs work under general supervision either individually or in a team environment;
- (6) has a sound knowledge of the employer's operations relating to the warehouse or a large section of it.

Indicative of the tasks and skills which an employee at this level may perform or have are the following:

- liaison with management, suppliers and customers with respect to stores operations;
- detailing and co-ordinating the activities of other warehouse workers;

- maintaining control registers, including inventory control and responsibility for the preparation and reconciliation of regular reports or stock movement, despatch, etc.

(b) **HOURS OF WORK -**

- (i) "**Afternoon Shift**" means any shift finishing after 8.00 p.m. and at or before midnight; provided that where an existing afternoon shift in an establishment or a section of an establishment finishes at an earlier hour, the employer and a majority of the employees in an establishment or a section of an establishment may agree to change the arrangement.
- (ii) "**Continuous Work**" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer; provided that in any factory or department or section of a factory where only two shifts are worked in each 24 hours and a third shift is introduced, the employees in such department or section shall not be regarded as continuous shift workers if the starting and finishing times of one or more such shifts overlap and provided further that such third shift does not continue for a period exceeding three continuous weeks at any one period and does not exceed a total of twelve weeks in any one year.
- (iii) "**Five-Day Shift Work**" means work carried on with consecutive shift throughout 24 hours of five days of the week between the hours of 11.00 p.m. Sunday and 8.00 a.m. Saturday without interruption except during breakdowns or meal periods or unavoidable causes beyond the control of the employer.
- (iv) "**Night Shift**" means any shift finishing after midnight and at or before 8.00am; provided that where an existing night shift in an establishment or a section of an establishment commences or finishes at an earlier hour, the employer and the majority of the employees in an establishment or a section of an establishment may agree to change the arrangement.
- (v) "**Rostered Shift**" means a shift of which the employee concerned has had at least 48 hours notice.
- (vi) "**Seven-Day Shift Work**" means work carried on with consecutive shifts throughout the 24 hours of each of the seven days of the week without interruption except during breakdowns or meal periods or unavoidable causes beyond the control of the employer.

(c) **MISCELLANEOUS -**

- (i) "**Acid curing**", "**cold curing**" or "**vapour curing**" shall include only curing by bi-sulphide of carbon or di-sulphide of carbon or benzene with chloride of sulphur or any other substance declared to be offensive and/or injurious by the Rubber Workers (State) *Industrial Committee*.
- (ii) "**Adult**" as used in this award shall include junior workers receiving the adult wage in accordance with subclause (c) of clause 38, Junior Workers.
- (iii) "**Casual employee**" means an employee engaged and paid as such.
- (iv) "**Confined space**" means a compartment the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation.
- (v) "**Union**" means the National Union of Workers, New South Wales Branch.

3. - INTERPRETATION

In this award, unless the contrary appears, words in the singular number shall include the plural and words in the plural shall include the singular.

4. - CONTRACT OF EMPLOYMENT

- (a) To become entitled to payment of a weekly wage, an employee must perform such work as the employer shall from time to time require on the days and during the hours usually worked by the class of employee affected and in accordance with the terms of this award.
 - (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 paragraphs (i) and (ii) of this subclause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (b) An employee, other than a casual, engaged for the first time shall, for the first three weeks of such engagement, be employed from day to day at the weekly rate fixed by this award.
- (c) An employee failing to attend for duty shall lose pay for the time of such non-attendance except as provided for elsewhere in this award.

(d) **Termination of Employment -**

(i) **Notice of Termination by Employer -**

- (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
1 year or less	1 week
Over 1 year and up to the completion of 3 years.....	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

- (2) In addition to the notice appearing in subparagraph (1) of paragraph (i) of this subclause, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) 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.
- (4) For the purposes of this subclause, notice given at or before the commencement of any shift shall commence to run from the beginning of such shift and notice given after the commencement of a shift shall not begin to run until the commencement of the next succeeding shift.
- (5) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- (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 or neglect of duty, 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) For the purposes of this clause, continuity of service shall be calculated in a manner prescribed by subclause (d), Calculation of Continuous Service, of clause 33, Annual Leave, of this award.

(ii) **Notice of termination by employee -**

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice, the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

Provided that where an employee, employer and the Union agree, the employee may be released prior to the expiry of the notice period with payment of wages to the date of termination only.

(iii) **Time off during notice period -**

When an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

(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 his or her employment and the classification of or the type of work performed by the employee.

(v) **Summary dismissal -**

Notwithstanding the provisions of subparagraphs (1) and (4) of paragraph (i) of this subclause the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

(vi) **Unfair dismissals -**

Termination of employment by an employer shall not be harsh, unjust or unreasonable. For the purposes of this clause, termination of employment shall include terminations with or without notice.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

(vii) **Disputes settlement procedures - unfair dismissals:**

Subject to the provisions of the Industrial Relations Act, 1996, any dispute or claim arising under paragraph (vi) of this subclause should be dealt with in the following manner:

- (1) As soon as is practicable after the dispute or claim has arisen, the employee concerned will take the matter up with his or her immediate supervisor affording him or her the opportunity to remedy the cause of the dispute or claim.
- (2) Where any such attempt at settlement has failed, or where the dispute or claims are of such a nature that a direct discussion between the employee and his or her immediate supervisor would be inappropriate, the employee shall notify a duly authorised representative of his or her Union who, if he or she considers that there is some substance in the dispute or claim, shall forthwith take the matter up with the employer or his or her representative.
- (3) If the matter is not settled it shall be submitted to the Industrial Relations Commission of New South Wales which shall endeavour to resolve the issue between the parties by conciliation.
- (4) Without prejudice to either party, work should continue in accordance with the award while the matters in dispute are being dealt with in accordance with this paragraph.

(e) A condition of a weekly employee becoming entitled to wages shall be that, before the time of payment of such wages, the employee shall not have committed a breach of this award by-

- (i) After receiving or giving the notice prescribed by this clause being absent from work except for reasonable cause (proof of which shall lie upon him/her): or
- (ii) leaving the employment without giving notice as provided in paragraph (ii) of subclause (d) of this clause.

Provided nevertheless that the employer shall pay wages for the time worked (and any holiday or sick pay otherwise payable) less wages calculated at the award rate for a day worker of such employee's classification, as provided for in the said paragraph (ii).

(f) Casual employees may be engaged at hourly rates provided such rates calculated from hour to hour are twenty per cent higher than the rates prescribed for weekly employees doing the same class of work.

(g) **Notification of absence -**

(i) Subject to paragraph (ii) hereof an employee who is absent from work without the employer's consent for a continuous period exceeding one working day shall on the first day of the absence, if practicable, and in any event within 24 hours of the commencement of such absence inform his/her employer of his/her inability to attend for duty and, as far as practicable, state the reason for the absence and the estimated duration thereof.

(ii) An employee who satisfies the employer (or in the event of dispute, the Industrial Relations Commission of New South Wales) that his/her failure to give the required particulars of an absence was reasonable in the circumstances shall not be in breach of this subclause.

(h) **Abandonment of employment -**

- (i) 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 in accordance with subclause (g) hereof shall be prima facie evidence that the employee has abandoned his or her employment.
- (ii) If within a period of fourteen days from his/her last attendance at work or the date of his/her last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of his/her employer that he or she was absent for reasonable cause, he or she shall be deemed to have abandoned his/her employment.

5. - STAND DOWN PROVISIONS

Notwithstanding anything elsewhere contained in this award the employer shall have the right to deduct payment for any day an employee cannot be usefully employed because of any strike or any breakdown in machinery or any stoppage of work through any cause for which the employer cannot reasonably be held responsible, but subject to the following conditions:

- (a) When the employer proposes to exercise the right conferred by this subclause, he/she shall notify the employee. During the period such notification remains in force the employee shall be deemed to be stood down for the purpose of this clause.
- (b) Any employee who is stood down under this clause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down.
- (c) Any employee who is stood down under this subclause may at any time during the period he/she is stood down terminate his/her employment without notice and shall be entitled to receive as soon as practicable all wages and other payments to which he/she is entitled up to the time of termination.
- (d) Any employee whose employment is terminated under subclause (c) hereof shall for all purposes (other than payment in lieu of notice) be treated as if his/her employment had been terminated by the employer without default of the employee.
- (e) Any employee who is stood down under this subclause shall be at liberty to take other employment, and in the event of his/her so doing, it shall be reasonable excuse for not reporting for duty after being notified that he/she is required to attend for work with the company that he/she is working out a period of notice not exceeding two weeks which he or she is required to give in such other employment.
- (f) Any employee whom the employer proposes to stand down under this clause shall be entitled to elect to take any annual leave to which he or she is entitled or which is accruing to him or her.
- (g) Notwithstanding anything hereinbefore contained, the employer shall not be entitled to deduct payment for any day prescribed by the award as a public holiday which occurs during the period in which any employee is stood down except to the extent that an employee has become entitled to payment for the holiday in other employment. An employee claiming payment for a holiday shall, if required by the company, furnish a statutory declaration setting out details of any other employment during this period and of the remuneration received therein.

6. - PART-TIME EMPLOYMENT

An employer, in addition to employing full-time employees, may employ part-time employees upon the following terms:

- (a) Part-time employment, for the purposes of this clause, shall be employment for less than 38 hours per week but not less than 15 hours per week on a regular and continuous basis; provided that hours of part-time work between 30 and 38 shall be subject to agreement between the employee and the employer.
- (b) Part-time employees shall be rostered to work regular hours on regular days in accordance with the award provisions for weekly employees. The roster shall be established with the agreement of the employee(s) concerned. Changes to the roster shall only be made following consultation with, and the agreement of, the employee(s) concerned.
- (c) Such employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed by this award for work which an employee performs, and in addition shall be entitled to a pro rata basis in shift premiums, where applicable.

- (d) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, public holidays, sick leave and bereavement leave arising under this award on a proportionate basis calculated on the normal ordinary hours the employee would have worked in accordance with subclause (a) of this clause.
- (e) A part-time employee who works outside the hours fixed pursuant to this clause, shall be paid overtime in accordance with clause 24, Overtime, of this award.
- (f) Part-time employees shall be entitled to equal access to all training and promotional opportunities.
- (g) Part-time employees shall not be subject to any form of discrimination in the case of redundancies.
- (h) A full-time employee who wishes to:
 - A Convert to part-time employment shall be permitted to do so, if the employer agrees and subject to the conditions set out in this clause. If such an employee transfers from full-time to part-time employment all accrued award, overaward and statutory rights shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment accrual of the aforesaid rights shall occur in accordance with subclause (d) of this clause and relevant legislation applicable to the employee.
 - B A full-time employee who requests part-time work and is given such work may revert to full-time employment by agreement with the employer at a specified date recorded in writing.
 - C No existing full-time employee shall be transferred to part-time employment without the written consent of the employee nor shall an employer terminate a full-time employee with the intention of re-engaging that employee as a part-time employee.

7. - GRIEVANCE AND DISPUTES PROCEDURE

The following procedures shall be observed for handling grievances and settling of disputes. These procedures will not restrict an employer or a duly authorised official of an employers' organisation or a duly authorised official of the Union making representations to each other.

- (a) The Union and the employer shall notify to each other in writing the names and/or titles of duly accredited job representatives. The accredited Union job representative will be the only person entitled to make representations on behalf of members of his/her Union employed by the employer and the nominated employer's representative will be responsible for dealing with matters raised by the Union job representative.
- (b) The accredited Union job representative and employer representative shall make themselves available for consultation as required under the procedures.
- (c) In the first instance, the accredited Union job representative shall discuss matters affecting the employees he/she represents with the foreman or supervisor of those employees. Alternatively, an individual employee may approach his/her immediate foreman or supervisor for the purpose of resolving his/her grievance.
- (d) If the matter is not resolved at this level, the accredited Union job representative should ask for it to be referred to the employer's representative nominated under paragraph (a) above, and the foreman or supervisor shall do so. The employer's representative shall arrange a conference to discuss the matter within 24 hours or such other period as is agreed with the accredited Union job representative.
- (e) If the matter is not resolved at the conference convened under paragraph (d) above, the accredited Union job representative shall advise the appropriate local official of the Union of the matter in issue. A conference on the matter will then be arranged, to be attended by such official or officials and the Union job representative concerned as the Union may decide, and by the designated employer's representative and such other representatives of the employer including his/her association as the employer may decide.
- (f) If the matter has not been resolved when the procedures referred to above have been availed of, the employer and the Union should enter into consultation about it at a higher level, on the employer and the Union sides, as the parties consider appropriate.
- (g) At any stage in the procedures after consultation between the parties has taken place in accordance with the procedures, either party may ask for and be entitled to receive a response to his/her representations within a reasonable time. If there is undue delay on the part of the other party in responding to representations, the party complaining of delay may, after giving notice of his/her intention to do so, take the matter to a higher level in the procedures on his/her side.

- (h) Without prejudice to either party, and except where a bona fide safety issue is involved, work shall continue in accordance with the award while matters in dispute between them are being negotiated in good faith. A bona fide Safety Authority must be notified concurrently or at least a bona fide attempt made to notify that authority.
- (i) At any stage of the procedures, the parties may seek the assistance of the Industrial Relations Commission of New South Wales.
- (j) In the event of a party failing to observe these procedures, the other party may take such steps as are open to him/her to resolve the matter.

8. - WAGES

- (a) An adult employee shall be paid not less than the minimum award wage rate set out in Appendix A to this award for his or her classification.
- (b) Leading Hands - Employees appointed by the employer to supervise the work of employees shall be paid at the rates set out hereunder in addition to the rate fixed for the class of work performed by them:
 - (i) In charge of not less than 3 nor more than 10 employees - at the rate set out at Item 1 of Appendix B per week for all purposes.
 - (ii) In charge of more than 10 and not more than 20 employees - at the rate set out at Item 2 of Appendix B per week for all purposes.
 - (iii) In charge of more than 20 employees - at the rate set out at Item 3 of Appendix B per week for all purposes.

Provided, however, that an employee shall not be entitled to the payments herein fixed by reason only of the fact that they are performing work coming under any of the classifications set out in the classifications index in the Appendix to this award.

9. - STATE WAGE CASE ADJUSTMENTS

- (a) The rates of pay in this award include the first, second and third arbitrated safety net adjustments (\$8.00 per week each 21st February 1994, 12th April 1995 and 17th March 1998) payable under the State Wage Case - December 1994 Decision. All the above safety net adjustments may be offset to the extent of any wage increase received at the enterprise level since 29 May 1991. Increases made under previous State Wage Case principles or under the current principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.
- (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments.

10. - DELINEATION OF WAREHOUSING AND MANUFACTURING / PRODUCTION STREAMS

For the purpose of this clause:

- (i) An employee shall fall within either the warehousing or manufacturing/production streams by reference to the principal nature of the function performed. An employee performing stores related duties in or incidental to the manufacturing/production functions shall fall within that stream. An employee principally performing stores related duties in or incidental to the warehouse shall fall within the warehousing stream.
- (ii) A warehouse is defined as a place where:
 - (1) goods are received from a source;
 - (2) goods are stored until required;
 - (3) goods are picked when required;

- (4) goods are despatched to the user.

11.- SUPERANNUATION

(i) DEFINITIONS - FOR THE PURPOSES OF THIS CLAUSE:

- (a) "**Act**" and "**Regulations**" means the **Occupational Superannuation Standards Act 1987** (C'th) and regulations pertaining thereto, and as amended from time to time.
- (b) "**Employee**" means any person covered by Clause 50 - Area, Incidence and Duration.
- (c) "**Employer**" means any employer of an employee as defined.
- (d) "**Ordinary-time Earnings**" means an employee's award classification rate (including supplementary payment where applicable), any overaward payment, leading hand allowance and shift loading, including weekend and public holiday rates where shift work is part of the employee's ordinary hours of work. All other allowances and payments are excluded.
- (e) "**Superannuation fund**" shall mean either Labour Union Co-operative Retirement Fund or Australian Retirement Fund.
- (f) An "**Exempt Fund**" shall mean:
- (1) any fund specified by an award or registered industrial agreement whether made under the terms of the **Industrial Relations Act 1996** or any of its predecessor Acts or the **Workplace Relations Act 1996** (C'th) 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; or
 - (2) any approved fund nominated by the union to which the employer elects to pay;
 - (3) any approved fund agreed between an employer and the employees and the union;
 - (4) any other superannuation fund for which an employer at 3 May 1990 or at the date of employing persons covered by the said clause 50, is already making contributions which satisfy the contribution requirements of this clause.
- (g) An "**Appropriate Fund**" shall mean either a superannuation fund or an exempt fund.
- (h) "Union" shall mean the National Union of Workers, New South Wales Branch.

(ii) ELIGIBILITY OF EMPLOYEES -

- (a) An employee shall become entitled to superannuation contributions as set out in subclause (iii) of this clause who:
- (1) is a weekly employee with not less than 4 weeks' continuous service with the employer; or
 - (2) is a casual employee who has:
 - A started with the employer on thirty days in a period no greater than one year, provided such period commenced not earlier than one year preceding the operation of this award; and
 - B worked an average, in the case of junior employees, of at least twelve hours per week and in the case of adult employees at least six hours per week with the employer during the one month immediately preceding any day the employer would (but for this definition) be required to make the superannuation contributions to make contributions prescribed by subclause (iii) of this clause.

(iii) CONTRIBUTIONS -

- (b) Subject to subclauses (ii), (iv), (v) and (vi) of this clause, an employer shall contribute to the superannuation fund chosen by the employee a superannuation contribution equivalent to three per cent of such employee's ordinary-time earnings. Such contributions shall commence from 3 May 1990; provided that such contributions shall be made upon the completion of the qualifying period specified in subclause (ii) of this clause; provided further that such eligible employees be given death and disability cover in accordance with the superannuation fund (at a cost not exceeding two dollars per week) to provide cover to such employees during the first six weeks' employment.

- (c) Contributions required by this subclause will be made to 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.
 - (d) An employee, entitled to choose the superannuation fund to receive the employer contributions pursuant to subclause (iii) of this clause, may review the choice of fund annually or after the employee's anniversary date, subject to the trust deed and rules of the superannuation fund.
 - (e) Following the conclusion or appropriate fund determination prescribed by subclause (iv) of this clause, the employer shall make contributions in accordance with this subclause on behalf of each eligible employee who has completed the qualifying period prescribed by subclause (ii) of this clause and who has completed the necessary application form to join the appropriate fund.
 - (f) Where an employee is not a member of an appropriate fund eligible to join such a fund, the employer shall remind the employee, in writing, within a period of a further six months from the date the employee became eligible for superannuation.
- (iv) **FUND DETERMINATION** - An employer proposing not to make contributions in accordance with subclause (iii) of this clause, and who is seeking the determination of an appropriate fund or funds with respect to a particular plant or with respect to the employer's entire enterprise, shall apply the following consultative procedure:
- (g) The employer shall write to the Secretary of the union and to the appropriate fund manager(s) outlining the employer's intention to consider in consultation with the employees the option of an appropriate fund or funds for the entire site or enterprise.
 - (h) The employer shall provide each appropriate fund manager with information relevant to the circumstances of the employer, the site or the enterprise and the employees and seek written advice from any such fund manager(s) concerning the benefits to the employees of the fund so managed.
 - (i) Each fund manager contacted in accordance with paragraph (b) of this subclause shall be given fourteen days in which to respond.
 - (j) The employer shall, after the receipt of responses from the fund manager(s) or fourteen days, whichever is the earlier, provide all employees or their duly appointed representative(s) with a copy of each response received. In addition the employer shall advise, having given at least seven days' notice, that a meeting will be convened to determine which available fund(s) is most suitable to meet the needs of the employees. The employer shall also advise the employees that they may contact the union or any appropriate fund offices in advance of the meeting to make or pursue any enquiries relating to the services of that fund or their award entitlements. Further, employees are to be advised by the employer that the determination of the sole fund need not necessarily be the outcome of the meeting and that individual employee choice of funds may be an outcome.
 - (k) At the meeting held in accordance with paragraph (d) of this subclause the employer and the employees or their duly accredited representatives(s) shall endeavour to assess the alternatives and nominate the preferred fund(s) as a result of any such assessment.
- Where more than one fund is assessed as appropriate the agreement shall stipulate how the eligibility of each employee to membership to the fund or choice of fund is to be determined.
- (l) Where agreement is not reached at the plant or enterprise, as the case may be, the employer shall notify the Secretary of the union of the proposal and the parties shall, as far as practicable and without delay, deal with the matter in accordance with clause 7, Grievance and Disputes Procedure.
- (v) **EXEMPT FUND EMPLOYERS -**
- (m) An employer making contributions to an exempt fund, as defined in paragraph (f) of subclause (i) of this clause, shall notify the Rubber Workers (State) Industrial Committee within six months of the date of this variation. A register of exempt fund employers shall be maintained by the Industrial Registrar and be available for inspection by any employee covered by this award or any employer employing persons covered by the said Clause 50 or any industrial union of employers having members who employ persons covered by Clause 50 - Area, Incidence and Duration.
 - (n) The union or any industrial union of employers having members who employ labour covered by the said Clause 50 may challenge the suitability of any exempt fund, as defined in paragraph (f) of subclause (i) of this clause, before the Rubber Workers' (State) Industrial Committee or the Industrial Relations

Commission of New South Wales within six months from the date of the operation of the said exempt fund.

(o)

(1) This variation shall not apply to any employer who at 3 May 1990 or when first employing persons covered by the said Clause 50, is already satisfying and continuing to satisfy the requirements of paragraph (a) of subclause (ii) of this clause.

(2) Leave is reserved to any employer to apply for exemption from this variation on the grounds that the standard of existing superannuation arrangements provided by the employer at the date of this variation or upon the financial capacity of that employer to pay.

(3) In circumstances where the union is concerned about a fund utilised in accordance with subparagraph (1) of this paragraph, a union may challenge before the Rubber Workers (State) Industrial Committee or the Industrial Relations Commission of New South Wales the suitability of any such fund within six months from 3 May 1990.

(vi) **ABSENCE FROM WORK** - Subject to the trust deed of the fund of which the employee is a member, absences from work shall be treated in the following manner:

(p) **Paid Leave:** Contributions shall continue while a member of the fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave or bereavement leave.

(q) **Unpaid Leave:** Contributions shall not be required to be made for any period the employee is absent from work without pay.

(r) When an employee is in receipt of accident pay in accordance with Clause 32 - **Accident Pay**, contributions shall continue.

(vii) **COERCION OR INTIMIDATION -**

(s) No employer or employee shall be coerced or intimidated into joining a particular fund by any party to this award.

(t) A party alleging a breach of paragraph (a) of this subclause may apply to the Rubber Workers' (State) Industrial Committee or the Industrial Relations Commission of New South Wales to determine which fund the employee should join.

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

12.- 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 or through the establishment of a training committee, an employer shall develop a training program consistent with:

(i) the current and future needs of the enterprise;

(ii) the size, structure and nature of the operations of the enterprise;

(iii) the need to develop vocational skills relevant to the enterprise and the rubber, plastic and cabling industry through courses conducted by accredited educational institutions and providers.

- (c) Where it is agreed that a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- formulation of a training program and availability of training courses and career opportunities for employees;
 - dissemination of information on the training program and availability of training courses and career opportunities to employees;
 - recommending individual employees for training and reclassification;
 - monitoring the on-going effectiveness of the training program and advising management and employees of its findings.
- (d)
- (i) Where it is agreed that additional training in accordance with the program developed in accordance with subclause (b) of this clause shall 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 shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure; provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
 - (iii) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (e) Subclauses (b), (c) and (d) of this clause are interim provisions to be reviewed as part of the on-going process of award restructuring and any variation to the Rubber, Plastic and Cable Making Industry (General) Award, 1998, an award of the Australian Industrial Relations Commission. Meanwhile, the parties shall monitor the effectiveness of these provisions in attaining the objectives outlined in subclause (a) of this clause. The union reserves the right to apply for the mandatory prescription of a minimum number of training hours per hour to be available to an employee without loss of pay when that employee is undertaking training to meet the needs of the employer's enterprise and/or the rubber, plastic and cable making industry.
- (f) Any dispute arising in relation to subclauses (b) and/or (c) of this clause shall be dealt with in accordance with clause 7, Grievance and Disputes Procedures, of this award.

13.- JUNIOR RATES

- (a) The minimum rates of wages to be paid to juniors shall be calculated at the respective percentages of the appropriate wage for the classification for the area in which they are working as provided in the table contained in Appendix A, Wage Rates - of this award as are set out hereunder:

	Percentage per week
At 16 years of age and under	47.5
At 17 years of age.....	57.5
At 18 years of age.....	67.5
At 19 years of age.....	82.5
At 20 years of age.....	100.00

- (b) Adjustments in accordance with this clause shall be calculated in multiples of 5 cents, amounts of 2 cents or less being taken to the lower multiple and amounts in excess of 2 cents being taken to the higher multiple.

14.- SPECIAL RATES

- (a) Any junior employed in any way in the making, finishing or packing of preventatives, pessaries, or sheaths shall receive the rate of wage provided for an adult operator engaged in the individual making of surgical goods.
- (b)
 - (i) Storemen and packers handling carbon black in a bulk store, employees handling carbon black elsewhere before processing, and employees engaged in processing free carbon black shall be paid the sum in Item 4 of Appendix B to this Award per hour in addition to the rate herein fixed for the class of work performed.
 - (ii) Where cleaners are employed sweeping free carbon black or employees are engaged in baling used carbon black bags they shall be paid the allowance abovementioned.
- (c) Employees required to install or repair any type of belting underground in mines shall be paid the sum in Item 5 of Appendix B to this Award per hour in addition to the rate herein fixed for the class of work performed.
- (d) Employees whilst required to work in a "confined space" as defined shall be paid the sum in Item 6 of Appendix B to this Award per hour in addition to the rate herein fixed for the class of work performed.
- (e) Employees required to work for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit (46.1 and 54.4 degrees Celsius) shall be paid the sum in Item 7 of Appendix B to this Award per hour extra and in places where the temperature exceeds 130 degrees Fahrenheit (54.4 degrees Celsius) the sum in Item 8 in Appendix B to this Award per hour extra. When the extra rate is claimed by an employee, the foreperson shall take the temperature at the place where the employee is required to work.
- (f) Employees engaged in processing free coal dust shall be paid the sum of in Item 9 in Appendix B to this Award per hour in addition to the rate herein fixed for the class of work performed.

SPECIAL RATES NOT CUMULATIVE -

- (g) Where more than one of the disabilities entitling an employee to extra rates as prescribed in subclauses (b) to (f), inclusive, of this clause exist on the same job the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing. Provided that this subclause shall not apply to confined spaces, height money, hot places, or wet places the rates for which are cumulative.
- (h) The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not (except in respect of work performed under subclause (a) of this clause) be subject to any premium or penalty additions.

15.- FIRST-AID ATTENDANT

- (a) Each employer respondent to this award shall endeavour to appoint at least one person trained to render first-aid to be in charge of first-aid on each day or shift.
- (b) Where the person appointed in accordance with subclause (a) of this clause is employed under the terms of this award the employer shall pay that person an allowance per week, as set out at Item 10 of Appendix B to this Award.

Provided that an employee appointed to act as first-aid attendant on a relief basis, to cover an absence of one day or more, shall be paid the allowance on a daily basis whilst so acting.
- (c) An employer shall be bound by the requirements of NSW legislation concerning the provisions of a first aid kit and such legislation shall be deemed to be part of this award for the purposes of this clause.
- (d) Any dispute which may arise from the application of subclause (a) of this clause may be referred to the Rubber Workers (State) Industrial Committee or the Industrial Relations Commission of New South Wales.

16.- SHIFT RATES

- (a) Employees engaged on continuous work shifts, as defined in clause 2, Definitions, of this award, shall in addition to their ordinary rate, be paid per shift an amount equal to 15 per cent of one-fifth of the weekly wage for MP-3 in Appendix A, Wage Rates - Adults, of this award, when working on afternoon or night shifts.
- (b) Employees, not engaged on continuous work shifts, working on afternoon or night shift, as defined in the said clause 2 of this award, shall in addition to their ordinary rate be paid per shift an amount equal to 15 per cent of one-fifth of the weekly wage for MP-3.
- (c) The additional shift rates fixed in subclauses (a) and (b) of this clause shall be calculated to the nearest cent with any fraction of a cent in the result less than half a cent being disregarded.
- (d) Employees working shifts shall, for work performed between midnight on Friday and the ordinary ceasing time on Saturday, be paid at the minimum rate of time and one-half.
- (e) An employee who is required to work -
 - (i) during a period of engagement on shift, on night shift only; or
 - (ii) on night shift for a longer period than four consecutive weeks; or
 - (iii) on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one-third of his/her time off night shift in each three shift cycle,shall, during such engagement period or cycle, be paid at the rate of 30 per cent additional to his/her ordinary rate for all time worked during ordinary working hours.

17.- MIXED FUNCTIONS

- (a) Any employee engaged in any one day or shift during ordinary working hours for more than two hours at work in a higher class than that which he/she is employed to perform shall be paid for the full day or shift at the highest rates payable for any such work under this award; but if he/she is so engaged for two hours or less he/she shall only be paid at the rates fixed by this award for the work he/she actually performs.
- (b) Any employee who is transferred to a lower grade of work than that upon which he/she is usually employed shall be paid at the higher wage for the remainder of the day or shift on which such transfer takes place and from the commencement of the next working day or shift he/she shall be paid at the appropriate wage for the class of work performed.

18.- HOURS OF DUTY

- (a) The ordinary hours of work, subject to the exceptions hereinafter provided, 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 (7) consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen (14) consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding twenty-one (21) consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding twenty-eight (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.
- (c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6 a.m. and 8 p.m. Provided that the spread of hours may be altered by mutual agreement between the 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 purposes of this subclause to be part of the ordinary hours of work.
- (d) The ordinary hours of work prescribed herein shall not exceed ten (10) hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the

arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or section or sections concerned and the Union.

(e) After the first three weeks of employment, the ordinary starting or finishing time of an employee shall not be changed during the currency of the working week unless overtime is paid; provided however that the starting or finishing time may be changed without payment of overtime in the case of sickness or accident or breakdown of plant or equipment.

(f) Shift Workers - An employer may work a seven-day shift operation in an establishment or a section of an establishment provided that in changing to such an operation, the employer, the majority of employees in the establishment or section and the Union agree to such change. Provided further where a minority of employees do not wish to work a seven-day shift operation, they may be transferred to alternative work without prejudice to their existing classifications.

Any disagreement over a proposed transfer shall be dealt with in accordance with clause 7, Grievance and Disputes Procedure, of this award.

(g) The ordinary hours of 5-day or 7-day shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days or a longer cycle if necessary; provided that, where the employer and the majority of employees agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

Subject to the following conditions such shift workers shall work at such times as the employer may require. A shift shall consist of not more than 12 hours inclusive of crib time provided that:

(i) in any arrangement of working hours where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours shall be subject to the agreement of the employer, the majority of employees and the Union;

(ii) enterprises with operations currently providing for 12-hour shifts shall not vary the existing manner in which work is performed and paid unless agreed between the employer, the employees and the Union;

(iii) the introduction of 12-hour shifts for all employees employed at work sites not subject to paragraph (ii) of this proviso shall be in accordance with Clause 47 - Enterprise Agreements, of this award;

(iv) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours;

(v) 20 minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked;

(vi) **12-HOUR SHIFTS** shall be subject to:

- employer and employees being guided by occupational health and safety provisions and the A.C.T.U. Code of Conduct on 12-hour shifts;

- the introduction of proper health and monitoring procedures;

- suitable rosters being available.

(vii) In accordance with the said Clause 47, any employer seeking to vary a pre-existing method of working hours by the introduction of 12-hour shifts shall provide the employees concerned with information regarding the impact that the proposed rostering will have upon the employees' remuneration.

(h) **NON-CONTINUOUS SHIFTS** - The ordinary hours of work shall be an average of 38 hours 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 fourteen consecutive days; or

(iii) 114 hours within a period not exceeding twenty-one consecutive days; or

(iv) 152 hours within a period not exceeding twenty-eight consecutive days.

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 and one-half hours without a break for a meal. Except at regular changeover of shifts an employee shall not be required to work more than one shift in each twenty-four hours. Provided that the ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided further that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned and the Union.

- (i) **ROSTERS** - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (j) **VARIATIONS BY AGREEMENT** - Subject to subclauses (g) and (h) of this clause the method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

The time of commencing and finishing shift, once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement the matter shall be dealt with in accordance with Clause 7, Grievance and Disputes Procedure of this award.
- (k) Rostered shifts for shift workers shall not be changed during the currency of a working week unless overtime is paid, provided however that rostered shifts may be changed without payment of overtime in the case of sickness or accident or breakdown of plant or equipment.

19. - MAXIMUM NUMBER OF HOURS

- (a) No employee shall be required to work in the factory, workshop or repair shop for more than 12 hours in any one day or shift, except in the case of a breakdown in machinery or to ensure a continuance of operations.
- (b) An employee having completed his/her shift or day's work or additional hours work, shall not be called upon for duty until after a lapse of at least ten hours in the case of day workers and eight hours in the case of shift workers.

20. - REST TIME

A rest period of 10 minutes shall be allowed to all employees in the first half of each day or shift at a time fixed by the employer; provided that the time of taking the rest period may vary, at the option of the employer, as between employees; and provided further that employees shall not leave the department or section in which they are employed without the consent of the employer.

21. - WASHING TIME

Persons employed in carbon black operations who are entitled to the special rate prescribed in subclause (b) of clause 14, Special Rates, of this award shall be allowed fifteen minutes washing time at the end of each shift.

22. - TRAVELLING TIME ALLOWANCE AND BOARD

- (a) Where an employee goes direct to a job away from his/her usual place of employment, all travelling time reasonably spent in excess of the time usually taken in travelling to and from his/her home to his/her usual place of employment shall be paid for at ordinary rates on all metropolitan and suburban work.
- (b) On country and interstate work, travelling time outside ordinary working hours shall be paid for at ordinary rates with a maximum of 8 hours out of any period of 24 consecutive hours commencing at 8.00 a.m. on any day.
- (c) Travelling time on Sunday and holidays shall be paid for at time and a half.
- (d) All fares, board and lodging and reasonable travelling expenses incurred whilst travelling shall be paid on all metropolitan and suburban work.
- (e) If so directed, employees shall present themselves for work on outside jobs at the usual starting time and shall work up to the usual ceasing time.

23. - MOTOR VEHICLE ALLOWANCE

An employee who by agreement with his/her employer uses his/her own motor vehicle on the employer's business shall be paid an allowance per kilometre as set out in Item 11 of Appendix B to this Award.

24. - OVERTIME

- (a) Except as hereinafter provided all time worked before or after the employee's starting or finishing times shall be paid for at the rate of time and one-half for the first three hours and double time thereafter.
- (b) An employee shall have completed his/her normal number of daily hours before overtime payment commences for such day, except where failure to do so is due to causes outside the employee's control or where time off has been with the employer's consent.
- (c) Requirement to work reasonable overtime -
 - (i) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
 - (ii) They shall not in any way, whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.
- (d) An employee required to work on a Saturday, Sunday or award holiday shall be provided with three hours' work or paid for three hours at the appropriate rate: Provided that this subclause shall not apply where the work is continuous with work commencing on the previous day or extending into the following day.
- (e) Unless the period of overtime is less than one and one-half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for 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.

TRANSPORT OF EMPLOYEE -

- (f) When an employee, after working overtime or a shift for which he/she has not been regularly rostered finishes work at a time when reasonable means of transport are not available, the employer shall provide him/her with a conveyance to his/her home, or pay him/her his/her ordinary wage for the time reasonably occupied in reaching his/her home.
- (g) Overtime will not be payable in the case of a change of shifts arranged between employees themselves. Such arrangements shall have the approval of the employer and such approval shall not be withheld without good reason.

25. - MEALS

- (a) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he/she will be so required to work shall either be supplied with a meal by the employer or be paid the sum as set out at Item 12 of Appendix B to this Award for the first meal and the same amount for the second meal for meal money: Provided that such payment need not be made to an employee on afternoon or night shift working more than two hours overtime before his/her ordinary starting time where such employee has received notification from the employer at least three hours prior to the commencement of the overtime on the same day; provided further that if an employee pursuant to notice in that regard has provided himself/herself with a meal and is not required to work overtime, he/she shall be paid meal money for the meals so provided: Provided that this payment need not be made if the employee concerned could not work overtime on account of a strike by the Union or any other Union or through any breakdown of machinery, or any stoppage of work brought about by any cause whatsoever which the employer could not reasonably prevent.

Provided that such payment need not be made to an employee on afternoon or night shift working more than two hours' overtime before his/her ordinary starting time where such employee has received notification from the employer at least three hours prior to the commencement of the overtime on the same day.
Further provided that if an employee pursuant to notice in that regard has provided himself/herself with a meal and is not required to work overtime, he/she shall be paid meal money for the meals so provided; provided that this payment need not be made if the employee concerned could not work overtime on account of a strike by the Union or any other Union or through any breakdown of machinery, or any stoppage of work brought about by any cause whatsoever which the employer could not reasonably prevent.
- (b) An interval of not less than 30 minutes shall be allowed for the midday meal, as near as possible to the middle of the day's work; provided that on shift operations other than continuous work shifts a meal period of not less than 20 minutes in each shift shall be provided which shall not count as time worked.

- (c) An employee shall not be compelled to work for more than five hours after commencing his/her daily shift without a break for a meal.
- (d) On continuous work shifts, as defined, an employee shall have a meal period of not less than 20 minutes which shall count as time worked.
- (e) Any employee required for duty during his/her usual meal time shall be paid at the rate of time and one-half until he/she is allowed the usual length of time for a meal unless he/she is allowed to have his/her meal at his/her job and is paid at the rate of time and one-half during the time of his/her usual meal time.

26. - HOLIDAY AND SUNDAY WORK

- (a) Subject to this clause, all weekly wage employees shall be granted the following holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, the day observed as Queen's Birthday, Christmas Day and Boxing Day, or such other day in substitution for any specified day as may be agreed upon between the Union and any employer and an additional holiday shall be granted on a working day to be agreed between the Union and the employers together with any other holiday proclaimed to be observed throughout the State.

Provided that payment shall be at the rates prescribed by Appendix A - Wage Rates Clause 13, Junior Rates, and 14, Special Rates, of this award for the occupation in which the employee is employed, and in addition to the above payment in the case of employees on overaward payments, piece or bonus work or any other system of payment by results, the average on a daily basis of their overaward payments, piece or bonus work earnings, ordinary hours as calculated and utilised for annual leave pay purposes for the immediately preceding period of annual leave; or in the case of an employee who has not previously taken annual leave whilst in the service of the employer, the average of their overaward payments, piece or bonus work earnings during ordinary hours over a period of not less than 3 months ending 4 weeks prior to the holiday:

Provided further that where an employee is not employed during the whole of the 3 months, the average shall be calculated on the period of employment falling within the said 3 months.

- (b) Subject to the provisions of subclause (i) of this clause if any of the above holidays occur on a Saturday or a Sunday and are not observed on any other day, then employees shall not be paid for any such Saturday or Sunday.
- (c) An employee absent as the result of an accident sustained in the course of his/her employment or in the periodic journeying to or from his/her place of employment and who is receiving payment under any Workers' Compensation Act shall not be entitled to payment but shall only be entitled to the difference between the payment received for such day under any Workers Compensation Act and his/her ordinary award wage for the holiday.
- (d) Any employee absenting himself/herself from work on any portion of the working day preceding or following a holiday provided for in this clause without a reasonable excuse or without permission from his/her employer shall not be entitled to payment for such holiday.
- (e) An employee who is employed on any holiday provided for in this clause shall for all time worked on that day be paid at the rate of double time and one-half.
- (f) Notwithstanding anything to the contrary contained in this award, if any employer shall give to any employee a notice of termination of engagement expiring or taking effect as a dismissal within seven days of the date on which any of the said holidays fall or are observed, such employer shall pay the employee so dismissed a day's pay for each such holiday falling or being observed, within seven days of the termination of the engagement unless the engagement is determined by the employer by reason of the misconduct of the employee provided that this subclause shall not apply to any employee who at the date of expiration of such notice shall not have been employed by the employer concerned for at least 80 per cent of the ordinary working time of the three consecutive weeks immediately preceding the expiration of such notice; provided further that when any holiday is observed on a non-working day, the employee concerned shall not be entitled to payment for such holiday.
- (g) Any employee who is employed on a Sunday shall for all time worked on that day be paid at the rate of double time; provided that where, by agreement between an employer and the Union, shifts are rearranged to commence on Sunday instead of Monday ordinary rates shall be paid for Sunday work.
- (h) An employee shall not be entitled to payment in respect of a public holiday if he or she fails to attend for duty on that day after having been notified by the employer seven days prior to the holiday that he or she was required to

work. Notwithstanding the foregoing, an employee may be notified at short notice to work on a holiday in cases of emergency. The foregoing provisions shall not apply to Christmas or Easter holidays.

(i) For the purpose of this award -

- (i) where Christmas Day falls on a Saturday or on a 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 on a Sunday the following Monday shall be observed as New Year's Day,

and the said Saturday and/or Sunday shall be deemed not to be holidays.

(j) **Seven-day shift work -**

- (i) A seven-day shift worker who is rostered to work regularly on Sundays and holidays, when his/her rostered shift day off falls on a public holiday prescribed by this clause shall at the discretion of the employer, be paid for that day at the ordinary rate or have an additional day added to his/her annual leave. This subclause shall not apply when the holiday on which he/she is rostered off falls on a Saturday or Sunday.
- (ii) A seven-day shift worker who is required to work on his/her rostered day off when such rostered day off falls on a public holiday prescribed by this clause shall be paid at the rate of double time for work performed and have an additional day added to his/her annual leave.

(k) **Daylight saving -**

Notwithstanding anything contained elsewhere in this award, where by reason of the legislation of the State summer time is prescribed as being in advance of Eastern Standard Time, the length of any shift:

- (i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

In this subclause the expression "Eastern Standard Time" and "summer time" shall bear the same meanings as are prescribed by the relevant State legislation.

(l) **Day worker -**

In the case of an employee whose ordinary hours of work are arranged in accordance with clause 18, Hours of Duty, of this award, the weekday to be taken off shall not coincide with a public holiday fixed in accordance with subclause (a) of this clause; provided that, in the event that a public holiday is prescribed after an employee has been given notice of a weekday off in accordance with the said clause 18, of this award and the public holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.

27. - SICK LEAVE

- (a) Any weekly wage employee shall be entitled to leave of absence without deduction of pay; provided he/she produces or forwards within 48 hours of the commencement of such absence a medical certificate or other evidence satisfactory to the management that the absence was the result of personal accident arising out of and in the course of his/her employment, in respect of which no compensation is payable under any Workers' Compensation Act.
- (b) An employee on weekly hiring, after one month's service with his/her employer, who is absent from work on account of personal ill-health necessitating such absence shall be entitled to leave of absence without deduction of pay, subject to the following conditions:
 - (i) He/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

- (ii) He/she shall, within 48 hours of the commencement of the absence, produce or forward a medical certificate, or other evidence satisfactory to the management, certifying his/her inability to attend for duty.
 - (iii) In the period of employment from the date of engagement until 31 December next following he/she shall not be entitled to paid leave in excess of 3-1/6 hours in respect of each completed month of service, but thereafter shall be entitled to leave up to 8 days of working time each year; provided that any employee who has not had 12 months' service as at 31 December shall in the first subsequent year have the amount of 64 hours reduced by 2 hours for each completed month short of 12 months' service.
 - (iv) Subject to the provisions of subclause (c) of this clause he/she shall not be entitled in any subsequent year to paid leave in excess of 8 days.
 - (v) Subject to the provisions of paragraphs (ii) and (iv) of this subclause, the employee shall be paid sick leave in respect of two single days' absence in any year on notification to the employer within eight hours the employee is absent from work on account of personal ill-health necessitating such absence.

Provided that this paragraph shall not apply in respect of a single day absence on the working day immediately preceding or following a holiday observed under clause 26, Holiday and Sunday Work, of this award, or a period of annual leave: Provided further that nothing in this paragraph shall limit the employer's rights under paragraph (ii) of this subclause.
 - (vi) The entitlement to paid sick leave shall be at the rates prescribed by Appendix A - Wage Rates, and Clause 13, Junior Rates, of this award, for the occupation in which the employee is employed, and in addition to the above payment in the case of employees on overaward payments, piece or bonus work or any other system of payment by results, the average on a daily basis or their overaward payments, piece or bonus work earnings during ordinary hours as calculated and utilised for annual leave pay purposes for the immediately preceding period of annual leave; or, in the case of an employee who has not previously taken annual leave whilst in the service of the employer, the average of their overaward payments, piece or bonus work earnings during ordinary hours over a period of not less than 3 months ending 4 weeks prior to the commencement of the absence; provided that where an employee is not employed during the whole of the 3 months, the average shall be calculated on the period of employment falling within the said 3 months.
- (c) Sick leave shall accumulate from year to year so that any balance of the period specified in paragraphs (iii) and (iv) of subclause (b) of this clause, which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year; provided that sick leave which accumulated pursuant to this subclause shall not exceed 768 hours and shall be available to the employee for a period of twelve years but for no longer from the end of the year in which it accrued.
 - (d) For the purposes of this clause "year" shall mean twelve calendar months starting with 1 January each year.
 - (e) An employee who is absent on the ordinary working day preceding and/or the ordinary working day following a rostered day off shall not be entitled to payment of sick pay for the day or days unless he/she produces to the employer a certificate from a duly qualified medical practitioner that in his/her, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Sick pay will not substitute for a rostered day off.

28. - PERSONAL/CARER'S LEAVE

1. USE OF SICK LEAVE

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 27, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by

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

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

2. UNPAID LEAVE FOR FAMILY PURPOSE

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

3. ANNUAL LEAVE

- (b) An employee may elect with the consent of the employer, subject to the **Annual Holidays Act 1944**, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (c) 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.
- (d) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

4. TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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

- (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.
- (j) 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

- (k) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (l) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (m) 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.
- (n) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

29. - BEREAVEMENT LEAVE

- (i) An employee, other than a casual employee, shall be entitled to a maximum of 3 days bereavement leave without deduction of pay on each occasion of the death of a person as prescribed in subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death within 8 weeks of the 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 sub-clause (1)(c)(ii) of Clause 28 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 sub-clauses 2, 3, 4, 5 and 6 of Clause 28 - Personal/Carers' Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

30. - BLOOD DONORS

A weekly employee who attends a recognised clinic for the purpose of donating blood during working hours shall (subject to normal manning requirements) be allowed the necessary leave of absence without loss of pay on not more than four occasions in each 12 months: Provided an employee shall not be entitled to payment with respect to time lost in excess of two hours on each occasion. An employee shall notify his/her employer as soon as possible of the time and date upon which he/she is intending to be absent for the purpose of donating blood.

31. - JURY SERVICE

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

An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further the employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

32. - ACCIDENT PAY

- (1) An employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.
(2) **DEFINITIONS** - For the purposes of this clause and subject to the terms thereof the words hereunder shall bear the respective definitions set out hereunder:

- (a) "**Workers' Compensation Acts**" or "**Acts**" - The Workers' Compensation Act means the Workers' Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998, from time to time.
- (b) **Injury** - For the purposes of this clause injury shall mean an injury occurring at the place of employment but otherwise shall be given the same meaning and application as applying under the Workers' Compensation Acts and no injury occurring at the place of employment shall result in the application of accident pay unless an entitlement exists under the Acts.
- (c) "**Accident Pay**" -

Total Incapacity -

- (i) In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the Act means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation, including other allowances, paid to the employee during incapacity pursuant to the Act for the week in question and, on the other hand, the total weekly award rate and weekly overaward payment, if any, being paid to such employee at the date of the injury giving rise to the said payment of compensation, together with or less as the case may be by variation in award rates which would have been applicable to the classification of such employee for the week in question if he/she had been performing his/her normal duties providing that in making such calculation any payment for overtime earnings, shift premiums, attendance bonus, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the employer shall not be taken into account but piece or bonus work earnings during ordinary hours shall be taken into account.

Partial Incapacity -

- (ii) In the case of an employee partially incapacitated within the meaning of the Acts means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation paid to the employee during incapacity pursuant to the Acts for the week in question together with the average weekly amount he/she is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by a Workers' Compensation Commissioner or as agreed between the parties) and, on the other hand, the total weekly award rate and weekly overaward payment if any, being paid to such employee at the date of the injury giving rise to the said payments of compensation together with or less as the case may be any variation in award rates which would have been applicable to the classification of such employee for the week in question if he/she had been performing his/her normal duties providing that in making such calculation any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the employer shall not be taken into account.

The total weekly award rate and weekly overaward payment abovementioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment of compensation under the Act and subsequently such payment is reduced pursuant to the Act, such reduction shall not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

Payment for Part of a Week -

- (iii) Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be a direct pro rata.

- (3) **QUALIFICATIONS FOR PAYMENT -**

Always subject to the terms of this clause, an employee covered by this award shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by his/her employer who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on his/her behalf provided that:

- (d) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom he/she was employed at the time of the incapacity and then only for such period

as he/she receives a weekly payment under the Act: Provided that if an employee on partial incapacity cannot obtain suitable employment from his/her employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable: Provided further that in the case of the termination by an employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where:

- (i) the termination is due to serious and/or wilful misconduct on the part of the employee; or
- (ii) arises from a declaration of liquidation of the company in which case the employee's entitlement shall be determined by the appropriate State legislation.

In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to his/her employer of the continuing payment of weekly workers' compensation payments.

- (e) Accident pay shall not apply to any incapacity occurring during the first three weeks of employment unless such incapacity continues beyond the first three weeks and then subject to paragraph (c) of this subclause and to a maximum period of payment prescribed by subclause (4) of this clause, accident pay shall apply only to the period of incapacity after the first three weeks.
- (f) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- (g) An employee on engagement may be required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit his/her entitlement to accident pay under this award.

(4) **MAXIMUM PERIOD OF PAYMENT -**

The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in paragraph (b) of subclause (2) of this clause.

(5) **ABSENCES ON OTHER PAID LEAVE -**

An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave, or for any paid public holiday in accordance with the appropriate *award* provisions.

(6) **NOTICE OF INJURY -**

An employee upon receiving an injury for which he/she claims to be entitled to receive accident pay shall give notice in writing of the said injury to his/her employer and of its manner of happening as soon as practicable after the happening thereof and shall provide in writing all other information as the employer may reasonably require.

(7) **FURNISHING OF EVIDENCE -**

An employee who has suffered any injury for which he/she is receiving payment or payments for incapacity in accordance with the provisions of the Acts shall furnish evidence to the employer from time to time as required by the employer of such payment and compliance with this obligation shall be a condition precedent to any entitlement under this clause:

Any employee who is receiving or who has received accident pay in respect of any injury shall if required by the employer or other persons on his/her behalf authorise his/her employer to obtain any information required by such employer concerning such injury or compensation payable in respect thereof from the insurance company that is liable to pay compensation to such employee pursuant to the *Acts*.

(8) **MEDICAL EXAMINATION -**

Nothing in this clause shall in any way be taken as restricting or removing the employer's rights under the *Acts* to require the employee to submit himself/herself to examination by a legally qualified medical practitioner, provided and paid by the employer, and if he/she refuses to submit himself/herself to such examination or in any way obstructs the same, his/her right to receive or continue to receive accident pay shall be suspended in like manner as his/her right to compensation is suspended pursuant to the *Acts* until such examination has taken place.

Where in accordance with the *Acts* a medical referee gives a certificate as to the condition of the employee and his/her fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

(9) **REDEMPTION OF WEEKLY PAYMENTS -**

Where there is a redemption of weekly compensation payments by the payment under the *Acts* of a lump sum the employer's liability to pay accident pay shall cease as from the date of such redemption.

(10) **CIVIL DAMAGES CLAIMS -**

- (h) An employee receiving or who has received accident pay shall advise his/her employer of any action he/she may institute or any claim he/she may make for damages. Further the employee shall, if required, authorise such employer to obtain information as to the progress of such action or claim from the employee's solicitors and shall if required provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict or settlement of that injury.
- (i) Where an employee obtains a verdict for damages against his/her employer or is paid an amount of money in settlement of any claim for damages that he/she has made against his/her employer in respect of an injury for which he/she has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee immediately upon payment of such verdict or amount in settlement shall pay to his/her employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.
- (j) Where an employee obtains a verdict for damages against a person other than the employer or is paid an amount of money in settlement of any claim for damages that he/she has made against such person in respect of an injury for which he/she has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to his/her employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.
- (11) **INSURANCE AGAINST LIABILITY -**
Nothing in this clause shall require an employer to insure against his/her liability for accident pay, nor shall it affect the right of an employer to terminate the employment of the employee.
- (12) **VARIATIONS IN COMPENSATION RATES -**
Any changes in compensation rates under the Acts shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.
- (13) **DEATH OF EMPLOYEE -**
All rights to accident pay shall cease on the death of an employee.
- (14) **DISPUTES -**
In the event of any dispute arising as to the entitlement of an employee to payment of accident pay in accordance with the provisions of this award the matter shall if any party to this award so requires be referred to the Industrial Committee.
- (15) **SAFETY REGULATIONS -**
Without prejudice to the terms of this clause the Union shall use its best endeavours to have its members carry out all statutory and other regulations applicable to the employment of such members and to further carry out any orders relating to the preservation of safety given by or on behalf of any employer or its members.

Operative Date -

This clause shall apply in respect of any incapacity resulting from injury when such incapacity and injury causing such incapacity as aforesaid occurred on or after 11 May 1973.

33.- ANNUAL LEAVE

PERIOD OF LEAVE -

- (a) Except as hereinafter provided, a period of twenty-eight days consecutive leave shall be allowed annually to an employee after twelve months continuous service (less the period of annual leave) as an employee on weekly engagement in any one or more of the occupations to which this award applies.

ANNUAL LEAVE EXCLUSIVE OF PUBLIC HOLIDAYS -

- (b) The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 26, Holiday and Sunday Work, of this award and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one working day for each such holiday falling as aforesaid.

BROKEN LEAVE -

- (c) Annual leave shall be taken and given by mutual consent in any number of periods provided that there shall be one period of at least fourteen consecutive days.

CALCULATION OF CONTINUOUS SERVICE -

- (d) For the purposes of this clause service shall be deemed to be continuous notwithstanding -
- (i) Any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
 - (ii) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
 - (iii) Any absence with reasonable cause, proof whereof shall be upon the employee.

In respect of absence referred to in paragraph (iii) of this subclause, the employee shall, in addition to his/her obligation thereunder, inform the employer in writing, if practicable, within 24 hours of the commencement of such absence of his/her inability to attend for duty, the reason for and the estimated duration of such absence.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than 20 working days in a twelve monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

Any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purpose of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in accordance with this subclause, that such absence will be regarded as having broken the continuity of service.

In the cases of individual absenteeism such notice shall be given in writing to the employee concerned but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant in the manner in which general notifications to employees are usually made in that plant and by posting to each Union whose members participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering it to him/her personally or by posting it to his/her last recorded address in which case it shall be deemed to have reached him/her in due course by post.

SUCCESSOR OR ASSIGNEE -

- (e) Where the employer is a successor, assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor at the time when he/she became such successor or assignee or transmittee the employee in respect of the period during which he/she was in the service of the predecessor shall, for the purpose of this clause, be deemed to be in the service of the employer.

CALCULATION OF MONTH -

- (f) For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

LEAVE TO BE TAKEN -

- (g) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by subclauses (l) and (m) of this clause payment shall not be made or accepted in lieu of annual leave.

TIME OF TAKING LEAVE -

- (h) Annual leave shall be given at the time fixed by the employer within a period not exceeding nine months from the day when the right to annual leave accrued and after not less than one month's notice to the employee.

LEAVE ALLOWED BEFORE DUE DATE -

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

Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted, the employer may, for each one complete month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by Clause 26 - Holiday and Sunday Work, of this award.

PAYMENT OF PERIOD OF LEAVE -

- (j) Each employee before going on leave shall be paid all wages which would normally become due and payable during the period of leave.

For the purposes of this subclause and subclauses (l) and (m) of this clause wages shall be at the rates prescribed by Clauses 8 - *Wages*, and 13 - *Junior Rates*, of this award for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his/her leave or the termination of his/her employment, as the case may be, and in addition to the above payment:

- (i) any leading hand allowance, first-aid allowance; and
- (ii) in the case of an employee on overaward payments, piece or bonus work or any other system of payment by results, the average of his/her overaward payments, piece or bonus work earnings during ordinary hours over a period of not less than 3 months ending 4 weeks prior to the commencement of such leave.

Provided that where an employee is not employed during the whole of the three months, the average shall be calculated on the period of employment falling within the said three months: Provided further that in the case of an employee absent on long service leave during the three months, both the period of such leave and the payment made in respect thereof shall be excluded when calculating the average.

LOADING ON ANNUAL LEAVE -

- (k) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by the said clauses 8 and 13 of this award.

Notwithstanding anything elsewhere provided, an employee engaged on shift work shall receive either the average shift rates as appropriate according to the respective full roster cycle preceding going on leave or a loading of 17½ per cent calculated as in the preceding paragraph, whichever is the greater.

The loading prescribed by this subclause shall not apply to proportionate leave on termination.

PROPORTIONATE PAYMENT ON TERMINATION -

- (l) If, after one week's continuous service of five working days in his/her first twelve-monthly qualifying period, an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employer, the employee shall be paid 3.08 hours for each forty ordinary hours worked prior to the beginning of the first pay period of commence on or after 15 December 1982 and after that date for 2.923 hours for each thirty-eight ordinary hours worked at his/her ordinary rate of wage and such other payments, on a pro rata basis, to which he/she would have been entitled under subclause (j) of this clause.

After the completion of the first qualifying twelve-monthly period an employee who leaves his/her employment or whose employment has been terminated for any reason shall be paid 3.08 hours for each forty ordinary hours worked prior to the beginning of the first pay period to commence on or after 15 December 1982 and after that date 2.923 hours for each thirty-eight ordinary hours worked at his/her ordinary rate of wage and such other payments on a pro rata basis, to which he/she would be entitled under subclause (j) of this clause.

ANNUAL CLOSE-DOWN -

- (m) An employer may close down his/her plant or a section thereof for the purpose of allowing leave to all or the bulk of the employees in the plant or section or sections concerned, in accordance with the provisions hereunder:

A

- (i) He/she may, by giving notice as prescribed in subclause (n) of this clause of his/her intention so to do, stand off for the duration of the close-down all employees in the plant or section or sections concerned and allow to

those who are not then qualified for three or four full weeks' leave pursuant to subclause (a) of this clause, paid leave at the appropriate rate of wage as prescribed by subclause (j) of this clause as calculated in accordance with section (a) of subparagraph (i) of paragraph (B) of this subclause.

- (ii) An employee who has then qualified for three or four full weeks' leave pursuant to subclause (a) of this clause and who has completed a further week or more of continuous service shall be allowed four weeks' leave and shall also be paid at the appropriate rate of wage prescribed in subclause (j) of this clause as calculated in accordance with section (b) of subparagraph (i) of paragraph (B) of this subclause.
- (iii) Alternatively, he/she may by giving notice as prescribed in subclause (n) of this clause notice of his/her intention so to do, close down his/her plant or a section or sections thereof for two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down his/her plant in two separate periods one of those periods shall be of at least 21 consecutive days to commence in the month of December and the second period shall commence not later than the September next following: Provided that where the majority of the employees in the plant or section or sections concerned agree the employer may close down his/her plant in accordance with this subclause in two separate periods, neither of which is of at least 21 consecutive days, or in three separate periods. In such cases the employer shall advise the employees concerned of the proposed dates of each close-down before asking them for their agreement.
- (iv) Alternatively, he/she may close down his/her plant, or a section or sections thereof for a period of at least 21 consecutive days to commence in the month of December in each year and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster, with the said balance being given and taken no later than the September next following.
- (v) The next 12 monthly qualifying period of each employee affected by such close-down shall commence, in the case of subparagraphs (i) and (ii) of this paragraph, from the day on which the plant or section or sections concerned is reopened for work; and in the case of subparagraphs (iii) and (iv) of this paragraph, from the day on which the plant or section or sections concerned is reopened for work after each December close-down: Provided that all time during which an employee is stood down without pay for the purpose of this subclause shall be deemed to be time of service in the next 12 monthly qualifying period.

B

- (i) Payment for annual leave under this subclause shall be calculated as follows:
 - (a) In the case of subparagraph (i) of paragraph (A) of this subclause, on the basis of 3.08 hours for each forty ordinary hours worked prior to the beginning of the first pay period to commence on or after 15th December 1982, and after that date for 2.923 hours for each thirty-eight ordinary hours worked.
 - (b) In the case of subparagraph (ii) of paragraph (A) of this subclause on the basis of 3.08 hours for each forty ordinary hours worked prior to the beginning of the first pay period to commence on or after 15th December 1982, and after that date for 2.923 hours for each thirty-eight ordinary hours worked. In the case of both subclauses (a) and (b) of this clause, service shall be in accordance with subclause (d) of this clause.

- (ii) If in the first year of his/her service with an employer an employee is allowed proportionate annual leave under this subclause and subsequently within such year lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, he/she shall be entitled to the benefit of subclause (i) of this clause subject to adjustment for any proportionate leave which he/she may have been allowed as aforesaid.
- (iii) Any employee who terminates his/her employment or is dismissed for any reason after the December close-down and before any balance of leave due to him/her at the date under subparagraph (ii) of this paragraph has been granted shall be paid such balance on termination or dismissal.

C

Alternatively, he/she may close down his/her plant or section or sections thereof for a period of less than 21 consecutive days and allow the balance of the annual leave due to an employee in one or two continuous periods either of which may be in accordance with a roster. IN such a case the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of employees in the plant, or a section or sections thereof respectively and before asking the employees concerned for their agreement the employer shall advise them of the proposed date of the close-down or close-downs and the details of the annual leave roster.

(n) **ANNUAL CLOSE-DOWN - NOTICE OF -**

Where an employer intends to close down a plant or section or sections thereof for the purpose of allowing leave to all or the bulk of employees in the plant or section or sections concerned, he/she shall cause a notice to be posted on the factory notice board/s not less than 6 months before the intended close-down, indicating the proposed close-down and re-opening dates. Provided however such advice is subject to confirmation or change up until not less than one month before the actual close-down date.

34. - LONG SERVICE LEAVE

See *Long Service Leave Act*, 1955.

35. - PARENTAL LEAVE

See *Industrial Relations Act*, 1996.

36. - PAYMENT OF WAGES

- (a) Wages shall be available not later than three ordinary working days following the end of the preceding pay week. Provided that when an award holiday or a rostered day off pursuant to clauses 18, Hours of Duty, and 26, Holiday and Sunday Work, of this award occurs on any of such three ordinary working days wages shall be available not later than the fourth ordinary working day. Provided further that by agreement between the employer and each individual employee wages may be paid fortnightly. Provided further that where the employer is able to make suitable arrangements wages may be paid in the working day preceding pay day.
- (b) All wages shall be paid during working hours.
- (c) Any employee leaving on proper notice or dismissal shall be paid his/her wages on leaving or being dismissed; provided that when an employee is dismissed outside ordinary office hours he/she shall be paid not later than 10.00 a.m. on the next working day. In the case of pieceworkers or bonus workers the time wages only need to be paid in accordance with the foregoing provisions: Provided that where an employee, on termination of employment, is paid time rates only, any bonus or piecework earnings in excess of such amount shall, on request, be posted to the employee within 48 hours of such termination; provided that in the case of an employee

whose ordinary hours are arranged in accordance with clause 18, Hours of Duty, of this award and who is paid average pay and who has not taken the day off due to him/her during the work cycle in which his/her employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle as detailed in the Special Note in paragraph (ii) of subclause (f) of this clause; Provided further where the employee has taken a day off during the work cycle in which his/her employment is terminated the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

- (d) Each pay day employees shall be provided with a statement showing the following details:
- (i) gross wages;
 - (ii) award overtime pay;
 - (iii) incentive bonus;
 - (iv) shift allowance;
 - (v) tax;
 - (vi) total deductions;
 - (vii) net pay.
- (e) Where an employer and employee agree, either individually or collectively, the employee may be paid his/her wages by cheque or into a nominated account.

(f) **Transitional period -**

Employee who actually works 38 ordinary hours each week -

- (i) In a case of an employee whose ordinary hours of work are arranged in accordance with clause 18, Hours of Duty, of this award so that he/she works 38 ordinary hours each week, wages shall be paid weekly or fortnightly accordingly to the actual ordinary hours worked each week or fortnight.

Employee who works an average of 38 ordinary hours each week -

- (ii) Subject to subclauses (c) and (d) of this clause in the case of an employee whose ordinary hours of work are arranged in accordance with the said clause 18, so that he/she works an average of 38 ordinary hours each week during a particular work cycle. wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

Special Note:

Explanation of Averaging System -

As provided in this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid his/her wages on the basis of an average 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

- (i) Clause 18, Hours of Duty, provides that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that he/she is entitled to a day off on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (ii) If the 38-hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks he/she worked 40 ordinary hours each week and in the fourth week he/she worked 32 ordinary hours. That is, he/she would work for 8 ordinary hours each day, Monday to Friday inclusive for three weeks and 8 ordinary hours on four days only in the fourth week - a total of 19 days during the work cycle.
- (iii) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in Appendix A - Wage Rates, of this award, and shall be paid each week though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day he/she works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that he/she works on only four days, his/her actual pay would be for an average of 38 ordinary hours even though, that week, he/she works a total of 32 ordinary hours. Consequently, for each day an employee works 8 ordinary hours he/she accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days, that is, a total of 7 hours 36 minutes.

- (iv) As provided in paragraph (3) of this subclause, an employee will not accrue a "credit" for each day he/she is absent from duty other than on annual leave, long service leave, public holiday, paid sick leave, workers' compensation, bereavement leave or jury service. When an employee is absent from duty because of annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service, his/her entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.

(3) Absences from duty -

- (i) An employee whose ordinary hours are arranged in accordance with the said clause 18, and who is paid wages in accordance with subparagraph (ii) of paragraph (2) of this subclause and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave, or jury service) shall, for each day he/she is so absent, lose average pay for that day calculated by dividing his/her average weekly wage rate by 5.

An employee who is so absent from duty for part of day shall lose average pay for each hour he/she is absent by dividing his/her average daily pay rate by 8.

- (ii) Provided when such an employee is absent from duty for a whole day he/she will not accrue a "credit" because he/she would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he/she would otherwise have been paid. Consequently, during the week of the work cycle he/she is to work less than 38 ordinary hours he/she will not be entitled to average for that week. In that week, the average pay will be reduced by the amount of the "credit" he/she does not accrue for each whole day during the work cycle he/she is absent.

The amount by which an employee's average weekly pay will be reduced when he/she is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) is to be calculated as follows:

Total of "credits" not accrued during cycle

$$x \frac{\text{average weekly pay}}{38}$$

Examples: (An employee's ordinary hours are arranged so that he/she works 8 ordinary hours on five days of each week or 3 weeks and 8 ordinary hours on four days of the fourth week.)

- (1) Employee takes one day off without authorisation in first week of cycle.

Week of Cycle	Payment
1st week	= average weekly pay less one day's pay (i.e. 1/5th)
2nd and 3rd weeks	= average weekly pay each week
4th week	= average weekly pay less credit not accrued on day of absence = average pay less 0.4 hours x <u>average weekly pay</u> 38

- (2) Employee takes each of the 4 days off without authorisation in the 4th week.

- | Week of Cycle | Payment |
|---|---|
| 1st, 2nd and 3rd weeks | = average pay each week |
| 4th weeks | = average pay less 4/5ths of average pay for the four days absent |
| less total of credits not accrued that week | = 1/5th average pay less
4 x 0.4 x $\frac{\text{average weekly pay}}{38}$ |
| | = 1/5th average weekly pay less
1.6 hours x $\frac{\text{average weekly pay}}{38}$ |
- (3) **Alternative Methods of Payment -**
- (i) Provided that in the case of an employee who prior to 15 December 1982 was working less than ordinary hours each week and who was paid by a different method from that provided for in subclauses (b) and (c) of this clause such method may be continued.
- (ii) Provided further that, where the employer and the majority of employees concerned agree, an alternative method of paying wages to that provided in subclauses (b) and (c) of this clause may be introduced.
- (4) **Calculation of Hourly Rate -**
- Except as provided in clause 6, Part-time Employment, of this award and in paragraph (3) of this subclause, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

36A - DEDUCTION & REMITTANCE OF UNION MEMBERSHIP FEES

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
- (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
- (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
- (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union'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 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 employee's 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 5 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 a 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 the 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.

This variation shall take effect:

- (viii) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, **from the beginning of the first full pay period to commence on or after 25 March 2003;**
- (ix) In the case of employers who do not fall within sub-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 pay period to commence on or after 25 June 2003;**
- (x) For all other employers, **from the beginning of the first pay period to commence on or after 25 September 2003.**

37.- RECORD OF TIME BOOK

See *Industrial Relations Act, 1996*.

38.- JUNIOR WORKERS

- (a) One junior shall be allowed to every two adults or fraction thereof.
- (b) No junior shall be employed until he or she attains the age of fifteen years.
- (c) Notwithstanding anything herein contained, juniors receiving the adult wage prescribed for the class of work being performed by them shall be counted as adults in calculating the proportion of juniors but in calculating such wage, bonuses shall not be considered as part of the wage: Provided however that a junior classified by an employer as an adult shall thereafter continue to be so classified both in his/her present or future employment by the said employer and shall be entitled to the adult rate of pay prescribed by this award.

39.- TOOLS OF TRADE

- (a) The employer shall provide all tools of trade.
- (b) An employer may require any employee to sign a receipt for any tools issued to such employee.
- (c) An employee who has been provided by the employer with facilities to lock up tools at the end of each shift shall be held responsible for the safe custody of tools issued to him/her and shall replace or pay for any tools so provided if lost through his/her negligence.

40.- PROTECTIVE CLOTHING

- (a) Any employee engaged on acid vats or on reclaiming or washing raw rubber or in wet places, shall be supplied with an apron or overalls and rubber or other suitable boots free of charge.
- (b) Persons engaged on carbon black operations who are entitled to the special rate prescribed by subclause (b) of clause 14, Special Rates, of this award, shall be supplied with two sets of overalls per year: Provided that an employer in lieu of providing overalls may pay an overalls allowance as set out at Item 13 of Appendix B to this Award for each day in respect of which the employee is entitled to the special rate.

41. - UNION BUSINESS

Any member of the Committee of Management of the Union or any member summoned by the Committee of Management may leave work to attend to the business of the Union provided that at least three days' notice of such intention shall have been given to the employer. Any employee so absent shall not be paid for the period of such absence.

42. - UNION OFFICIALS

- (a) The State Secretary of the Union or any official hereunto authorised by the Union shall not be prevented by an employer from visiting and conversing with the employees working under this award in the dining room and/or change room or waiting room (where provided) at meal times or before or after the hours of work.
- (b) By arrangement with the employer or his/her representative, a duly accredited Union official shall have the right to visit and inspect any job at any time (in the presence of the employer or his/her representative, should the employer so desire) when work is being carried on, whether during or outside ordinary working hours, and to interview employees covered by this award, provided that he/she does not unduly interfere with the work in progress.

In each case, entry of a duly accredited Union official shall be subject to the following conditions:

- (i) That he/she complies with all safety requirements whilst he/she remains on the premises;
 - (ii) that if any employer alleges that an accredited Union official is unduly interfering with his working establishment or is committing a breach of this clause, such employer may refuse the right of entry, but the union shall have the right to bring such refusal before the Industrial Relations Commission of New South Wales and the Commission may thereupon rescind or otherwise deal with such refusal.
- (c) Any official of the Union shall have access to any repair shop for the purpose of interviewing any employee engaged therein.

43. - SHOP STEWARDS

An employee appointed shop steward in the factory, 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 Union to which he/she belongs. He/she shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees whom he/she represents.

Additionally, subject to obtaining prior permission from the employer or his/her representative (such permission not to be unreasonably withheld), the shop steward may be permitted to interview any employee during working hours providing that such interview does not unduly interfere with the said employee's normal duties.

44. - NOTICE BOARDS

- (a) A notice board shall be provided in the dining room or in some other prominent position at the works.
- (b) Any notice previously approved by the employer or his/her representative may be posted on such notice board.
- (c) A copy of this award and every variation thereof shall be posted at the notice board provided pursuant to subclause (a) of this clause not later than twenty-eight (28) days after the date of issue of such award or variation thereof.

45. - WATERPROOF GARMENTS

Notwithstanding anything elsewhere contained in this award to the contrary the rates for table hands and machinists on waterproof garments prescribed by this award shall be applicable only to persons employed by employers who mill, spread and cure the rubber used by them in the manufacture of rubber goods, or to persons employed by respondents who process plastic material prior to making such material into plastic garments.

46. - REDUNDANCY

(i) **Application -**

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

(ii) **Introduction of change -**

(a) **Employer's Duty to Notify -**

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

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

(b) **Employer's Duty to Discuss Change -**

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

(iii) **Redundancy -**

(c) **Discussions Before Terminations -**

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, pursuant to paragraph (a) of subclause (ii), Introduction of Change, of this clause, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph and

shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer.

(iv) **Termination of employment -**

(d) **Notice for Changes in Production, Program, Organisation or Structure -**

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

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

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

(e) **Time Off During the Notice Period -**

- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(f) **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.

(g) **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.

(h) **Notice to Appropriate Government Agency -**

Where a decision has been made to terminate employees, the employer shall notify the appropriate Government Agency thereof as soon as possible, giving relevant information, including the number and

categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(i) **Centrelink Employment Separation Certificate-**

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by the Centrelink.

(j) **Transfer to Lower Paid Duties -**

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

(v) **Severance pay -**

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

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

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

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

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

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

(l) **Incapacity to Pay -**

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

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

(m) **Alternative Employment -**

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

(vi) **Procedures relating to grievances -**

Grievances relating to individual employees will be dealt with in accordance with Clause 7, Grievance and Disputes Procedure.

- (i) Any agreement that goes beyond award provisions shall be subject to the approval of the union and where the union does not approve such agreement either party may refer the matter to the Industrial Relations Commission.
- (ii) The union shall not unreasonably oppose any agreement.
- (iii) All agreements must be approved by the Industrial Relations Commission.
- (iv) All agreements shall expressly stipulate the sections of the award intended to be overridden as a consequence of the agreement's operation.

47. - ENTERPRISE AGREEMENTS

Refer to the Enterprise Arrangements principle of the Wage Fixing Principles of the State Wage Case.

48. - STRUCTURAL EFFICIENCY

Arising from the operation of this award and the wage increases prescribed thereby the union agrees that it will meet a request from any employer to test the new wage and classification structure prescribed by clause 8, Wage Rates of this award.

NOTE: The parties to this award acknowledge that the parties to the Rubber, Plastic and Cable Making Industry General Award, 1998, an award of the Australian Industrial Relations Commission and of which this award is a counterpart, have tested the classification structure which will, form the schedule to this award and the parties to that award have agreed that a further testing and transition period is necessary. Accordingly the parties to this award:

- (i) accept in principle that the descriptions of job functions within the new classification structure contained in the schedule to this award are more broadly based, skills based and generic in nature;
- (ii) accept that employees in the groups therein described are to perform a wider range of duties, including work which is incidental or peripheral to their main tasks or functions;
- (iii) affirm that, subject to agreement at enterprise level, employees are to undertake training for a wider range of duties and for access to higher classifications;
- (iv) will not create barriers to advancement of employees within the award structure of through access to training where it is consistent with the needs of the enterprise;
- (v) will co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputations.

The parties to this award agree that an application shall be made to the Rubber Workers (State) Industrial Committee to vary the classification and wage structure prescribed by the said Clause 8 of this award consequent upon any variation in the classification and wage structure prescribed by the Rubber, Plastic and Cable Making Industry General Award, 1998, an award of the Australian Industrial Relations Commission.

49. - ANTI-DISCRIMINATION

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

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

NOTES:

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

50. - AREA, INCIDENCE AND DURATION

- (a) This award shall apply to all persons engaged or employed within the jurisdiction of the Rubber Workers (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 Rubber Workers (State) Award published dated 16 April 1999 (308 I.G. 967) and all variations thereof.
- (c) The changes made to the award pursuant to the award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 December 2004.
- (d) The award remains in force until varied or rescinded, the period for which it was made having already expired.

SCHEDULE A

Awards and Variations Incorporated

Clause	Award/Variation Serial No.	Date of Publication	Date of taking Effect	Industrial Gazette	
				Vol.	Page
Rubber Workers (State) Award	B6579	16 April 1999	First Pay Period From: 17 March 1998	308	967

7A	B8291	12 May 2000	First Pay Period From: 3 June 1999	315	748
Clause 8A, Appendix A, Appendix B	B8554	17 March 2000	First Pay Period From: 2 October 1999	314	276
Clause 8A, Appendix A, Appendix B	B6880	25 June 1999	First Pay Period From: 2 October 1998	309	939

SCHEDULE B

Changes Made on Review

Date of Effect: 1 May 2001

(1) Provisions Modified:

CLAUSE	Previous Form of Clause	
	Last Published at:	
	I.G. Vol.	Page
AWARD: Rubber Workers (State) Award		
1	308	967
2	308	967
3	308	967
4	308	967
5	308	967
6	308	967
7	308	967
8	308	967
9	308	967
10	308	967
11	308	967
12	308	967
13	308	967
14	308	967
15	308	967
16	308	967
17	308	967
18	308	967
19	308	967
20	308	967
21	308	967
22	308	967
23	308	967
24	308	967
25	308	967
26	308	967
27	308	967
28	308	967
29	308	967

SCHEDULE B CONTINUED

CLAUSE	Previous Form of Clause	
	Last Published at:	
	I.G. Vol.	Page
AWARD: Rubber Workers (State) Award		
30	308	967
31	308	967
32	308	967
33	308	967
34	308	967
45	308	967
36	308	967
37	308	967
38	308	967
39	308	967
40	308	967
41	308	967
42	308	967
43	308	967
44	308	967
45	308	967
46	308	967
47	308	967
48	308	967
49	308	967
50	308	967
7A	315	748
8A, Appendix A & B	314	276

APPENDIX "A"

WAGE RATES (ADULTS)

TABLE 1 - WAGE RATES

Classifications	Former Award Wage Rate (per week) \$	Minimum Award Wage Rate (Per Week) SWC MAY 2005 \$
Manufacturing/Production Employee Level 1	467.40	484.20
Manufacturing/Production Employee Level 2	484.00	501.00
Manufacturing/Production Employee Level 3	506.60	523.60
Manufacturing/Production Employee Level 4	527.50	544.50

Manufacturing/Production Employee Level 5	546.70	563.70
Manufacturing/Production Employee Level 6	562.70	578.20
Warehouse Worker Level 1	506.60	523.60
Warehouse Worker Level 2	527.50	544.50
Warehouse Worker Level 3	546.70	563.70
Warehouse Administration Officer	561.20	578.20

APPENDIX "B"

ALLOWANCES/SPECIAL RATES

Item No.	Clause No.	Subject	Amount
1	8(b)(i)	Leading Hand (3-10 employees)	21.70
2	8(b)(ii)	Leading Hand (10-20 employees)	32.18
3	8(b)(iii)	Leading Hand (more than 20 employees)	42.27
4	14(b)	Handling Carbon Black	0.74
5	14(c)	Installing or repairing belting underground in mines	0.24
6	14(d)	Working in a confined space	0.49
7	14(e)	Hot places - 46.1 C° - 54.4 C°	0.38
8	14(e)	Hot places - more than 54.4 C°	0.48
9	14(f)	Processing free coal dust	0.33
10	15(b)	First-aid attendant	8.52
11	23	Motor Vehicle Allowance	0.34
12	25	Meal Allowance	9.65
13	40(b)	Overalls Allowance	0.33

RUBBER WORKERS (STATE) INDUSTRIAL COMMITTEE INDUSTRIES AND CALLINGS

All persons engaged in the State, **excluding the Country of Yancowinna** -

- (i) in the manufacture or repair or in processes associated with the manufacture or repair of rubber, rubber goods, or components, or in the manufacture of goods consisting substantially of rubber or gutta-percha or synthetic rubber and laying of rubber linos;
- (ii) in the insulating of cables and wire or other similar articles with rubber, or with fabric containing rubber or rubber mixture and/or substitutes therefor;
- (iii) in the impregnating, insulating, or spreading of all classes of fabric (including leather cloth) with rubber or substitutes for rubber;
- (iv) in the handling, preparation, manufacture or repair in the rubber industry of duperite, bakelite, or other plastics or substitutes therefor and/or goods made therefrom and/or goods in the manufacture of which in such industry the beforementioned plastics or substitutes are used;
- (v) in or about the manufacture of composition cricket balls; and
- (vi) by employers whose main business is the manufacture or repair of rubber tyres, in the fitting of such tyres;

excepting employees of -

The Council of the City of Newcastle;
The Commissioner for Motor Transport;
State Rail Authority of New South Wales;
Urban Transit Authority of New South Wales;
Metal Manufactures Limited in and about the company's works at Port Kembla;

and excepting also -

Employees engaged in plastic moulding in synthetic resin or similar materials and preparation of powders and tablets when prepared in association with such mouldings otherwise than in the rubber industry or in an industry which manufactures goods by plant and equipment which is normal to the rubber industry;

and excepting also -

Employees within the jurisdiction of the Saddlery, Leather, Canvas and Plastic Material Workers, &c. (State) Industrial Committee.

APPENDIX 6: METAL ENGINEERING & ASSOCIATED INDUSTRIES (STATE) AWARD

PART 1 - APPLICATION AND OPERATION OF AWARD

1.1 - AWARD TITLE

This award is entitled the Metal, Engineering and Associated Industries (State) Award.

1.2 - ARRANGEMENT

PART 1 APPLICATION AND OPERATION OF AWARD

- 1.1 Award Title
- 1.2 Arrangement
- 1.3 Anti Discrimination
- 1.4 Definitions
- 1.5 Area, Incidence and Duration

PART 2 ENTERPRISE FLEXIBILITY

- 2.1 Enterprise Flexibility
- 2.2 Facilitative Provisions

PART 3 CONSULTATION AND DISPUTE RESOLUTION

- 3.1 Consultative Mechanism and Procedures
- 3.2 Dispute Resolution Procedure

PART 4 EMPLOYMENT RELATIONSHIP

- 4.1 Employer and Employee Duties
- 4.2 Employment Categories
 - 4.2.1 Probationary Employment
 - 4.2.2 Full Time Employment
 - 4.2.3 Casual Employment
 - 4.2.4 Part time Employment
 - 4.2.5 Employment for Specific Period of Time or for a Specific Task or Tasks

- 4.2.6 Apprentices
- 4.2.7 Trainees
- 4.2.8 Unapprenticed Juniors
- 4.3 Termination of Employment
 - 4.3.1 Notice of Termination by Employer
 - 4.3.2 Notice of Termination by Employee
 - 4.3.3 Summary Dismissal
 - 4.3.4 Time Off During Notice Period
- 4.4 Redundancy
 - 4.4.1 Application
 - 4.4.2 Introduction of Change
 - 4.4.2.1 Employer's duty to notify
 - 4.4.2.2 Employer's duty to discuss change
 - 4.4.3 Redundancy
 - 4.4.3.1 Discussions before terminations
 - 4.4.4 Termination of Employment
 - 4.4.4.1 Notice for Changes in Production, Programme, Organisation or Structure
 - 4.4.4.2 Notice for Technological Change
 - 4.4.4.3 Time off During the Notice Period
 - 4.4.4.4 Employee Leaving During the Notice Period
 - 4.4.4.5 Statement of Employment
 - 4.4.4.6 Employment Separation Certificate
 - 4.4.4.7 Transfer to Lower Paid Duties
 - 4.4.5 Severance Pay
 - 4.4.5.1 Amounts
 - 4.4.5.2 Incapacity to Pay
 - 4.4.5.3 Alternative Employment
- 4.5 Absence from Duty
- 4.6 Standing Down Employees
- 4.7 Abandonment of Employment
- 4.8 Pay Slips and Employer Records
- 4.9 Right of Entry
- 4.10 Award to Be Posted
- 4.11 Shop Stewards and Notice Board
- 4.12 Deduction of Union Membership Fees

PART 5 RATES OF PAY AND RELATED MATTERS

- 5.1 Classifications and Rates of Pay
 - 5.1.1 Rates of Pay for Adult Employees

- 5.1.2 Classification Definitions
- 5.1.3 Procedure for Classifying Employees
- 5.1.4 Mixed Functions
- 5.2 Training
- 5.3 Apprentice Rates of Pay
- 5.4 Adult Apprentice Rates of Pay
- 5.5 Unapprenticed Junior Rates of Pay
- 5.6 Trainee Rates of Pay
- 5.7 Payment by Results
- 5.8 Supported Wage System For People With Disabilities
- 5.9 Allowances and Special Rates
 - 5.9.1 All Purpose Allowances
 - 5.9.2 Other Allowances
 - 5.9.3 Special Rates
 - 5.9.4 Transfer, Travelling and Working Away From Usual Place Of Work
- 5.10 Extra Rates Not Cumulative
- 5.11 Payment of Wages
 - 5.11.1 Period of Payment
 - 5.11.2 Method of Payment
 - 5.11.3 Payment of Wages on Termination of Employment
 - 5.11.4 Day off Coinciding with Pay Day
 - 5.11.5 Wages to be paid during Working Hours
 - 5.11.6 Absences from Duty under an Averaging System

PART 6 HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

- 6.1 Ordinary Hours of Work
 - 6.1.1 Ordinary Hours of Work - Day Workers
 - 6.1.2 Ordinary Hours of Work - Continuous Shiftworkers
 - 6.1.3 Ordinary Hours of Work - Non continuous Shiftworkers
 - 6.1.4 Methods of Arranging Ordinary Working Hours
 - 6.1.5 Daylight Saving
 - 6.1.6 Make up Time
- 6.2 Special Provisions for Shiftworkers
 - 6.2.1 Definitions
 - 6.2.2 Afternoon and Night Shift Allowances
 - 6.2.3 Rate for Working on Saturday Shifts
 - 6.2.4 Rate for Working on Sunday and Public Holiday Shifts
- 6.3 Meal Breaks
- 6.4 Overtime
 - 6.4.1 Payment for Working Overtime

- 6.4.2 Requirement to Work Reasonable Overtime
- 6.4.3 One in, All in Does Not Apply
- 6.4.4 Rest Period after Overtime
- 6.4.5 Call Back
- 6.4.6 Standing By
- 6.4.7 Saturday Work
- 6.4.8 Sunday Work
- 6.4.9 Public Holiday Work
- 6.4.10 Rest Break
- 6.4.11 Meal Allowance
- 6.4.12 Transport of Employees

PART 7 TYPES OF LEAVE AND PUBLIC HOLIDAYS

- 7.1 Annual Leave
 - 7.1.1 Period of Leave
 - 7.1.2 Additional Leave for Seven Day Shift Workers
 - 7.1.3 Payment for Period of Annual Leave
 - 7.1.4 Loading on Annual Leave
 - 7.1.5 How to Calculate the Leave Entitlement
 - 7.1.6 Public Holidays Falling in a Period of Leave
 - 7.1.7 Annual Leave in One or More Separate Periods
 - 7.1.8 Leave is to be Taken
 - 7.1.9 Time of Taking Leave
 - 7.1.10 Leave Allowed Before Due Date
 - 7.1.11 Proportionate Leave on Termination
 - 7.1.12 Annual Close Down
- 7.2 Personal Leave
 - 7.2.1 Definitions
 - 7.2.2 Amount of paid personal leave
 - 7.2.3 Accumulation of personal leave
 - 7.2.4 The effects of workers' compensation
 - 7.2.5 Broken service
 - 7.2.6 Personal leave for personal injury or sickness
 - 7.2.7 Personal leave to care for an immediate family or household member
 - 7.2.8 Employee must give notice
 - 7.2.9 Evidence supporting claim
 - 7.2.10 Single day absences
 - 7.2.11 Unpaid personal leave
- 7.2A Bereavement Leave
 - 7.2A.1 Paid leave entitlement

- 7.2A.2 Unpaid leave
- 7.3 Jury Service
- 7.4 Parental Leave
 - 7.4.1 Definitions
 - 7.4.2 Basic entitlement
 - 7.4.3 Variation of period of parental leave
 - 7.4.4 Right to request
 - 7.4.5 Maternity leave
 - 7.4.6 Paternity leave
 - 7.4.7 Adoption leave
 - 7.4.8 Parental leave and other entitlements
 - 7.4.9 Transfer to a safe job
 - 7.4.10 Returning to work after a period of parental leave
 - 7.4.11 Replacement employees
 - 7.4.12 Communication during parental leave
- 7.5 Public Holidays
 - 7.5.1 Prescribed Holidays
 - 7.5.2 Payment for Time Worked on a Public Holidays
 - 7.5.3 Effect on Payment for Holidays if Absent on Working Day Before or After
 - 7.5.4 Rostered Day Off Falling on Public Holiday
 - 7.5.5 Public Holidays Falling Within a Period of Annual Leave

SCHEDULES

Schedule A - Classification Definitions

Schedule B - Industries and Callings

1.3 - ANTI-DISCRIMINATION

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

- 1.3.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 1.3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

1.4 - DEFINITIONS

- 1.4.1 "**Confined Space**" means a compartment, space (access to which is through a manhole or similar opening) or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation and subject thereto includes the following spaces:
- (a) In the case of a ship, inside complete tanks, chain lockers and peaks, in bilges, under engine beds, under engine room and stockhold floors, or under or inside boilers;
- (b) In the case of a locomotive - inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes;
- (c) In other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.
- 1.4.2 "**Engineering Streams**" are the three broad engineering streams recognised within the classification definitions set out in Schedule A, namely: Electrical/electronic; fabrication; and mechanical. Additionally, there are five vocational fields (as defined). Entry to training in any engineering stream is not conditional on union membership. The streams are defined as:
- 1.4.2 (a) "**Electrical/electronic stream**" includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, eg, electrical wiring, motors, generators, PLC's and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing.
- 1.4.2 (b) "**Mechanical stream**" includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment, e.g., Computer Numeric Controlled machine tools.
- 1.4.2 (c) "**Fabrication stream**" includes fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.
- 1.4.3 "**New construction work on a multi storey building**" means work performed on a building construction site in connection with the construction of a multi storey building in the course of erection. However, it does not include work associated with the installation of internal blinds, curtains, moveable furniture and the like.
- For the purposes of this definition a "Multi storey building" means a building of three or more floors (including the ground floor) above the lowest adjacent street level the principle purposes of which are:
- * To store or sell stock of goods and/or vehicles; or
 - * To house persons for purposes of work or entertainment or residence; or
 - * To contain plant, equipment or machinery.

It does not include structures which are primarily civil or mechanical engineering structures, or installations, such as power stations, grain elevators and silos, oil refineries, wharves, jetties, piers, bridges, or pipelines, water storage towers, or the like.

1.4.4 **"Ship Repairs"** means:

- (a) All repair work done on ships;
- (b) All work other than the making of spare parts and stores done in a workshop used for ship repairs only;
- (c) Work done in a workshop used for ship repairing, general engineering, metal moulding, steel construction and other heavy metal fabrication on which employees are engaged both on the ship and in the workshop.

1.4.5 **"Vocational Fields"** are the five vocational fields recognised within the classification structure of this Award, namely: trade; technical; engineering/production; supervisor/trainer/coordinator; and professional. The fields are defined as:

- (a) **"Trade"** includes an employee who possesses as a minimum qualification a trade certificate in any of the engineering streams on the higher engineering trade (as defined).
- (b) **"Technical Field"** includes:
 - (i) Production planning, including scheduling, work study, and estimating materials, handling systems and like work.
 - (ii) Technical including inspection, quality control, supplier evaluation, laboratory, non destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work.
 - (iii) Design and draughting and like work.
- (c) **"Engineering/Production Field"** includes employees primarily engaged in production work including production, distribution, stores and warehousing, but does not require a qualification in the trade, technical, professional or supervisory fields.
- (d) **"Supervisor/Trainer/Coordinator Field"** includes employees who are:
 - (i) Responsible for the work of other employees and/or provision of on the job training including coordination and/or technical guidance; or
 - (ii) Responsible for supervision and/or training of other supervisors or trainers; or
 - (iii) Responsible primarily for the exercise of technical skills, as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.
- (e) **"Professional Field"** includes an employee who possesses an academic qualification which enables that employee to become a graduate member of the Institute of Engineers, Australia or an academic qualification in science set out in the Academic Schedule appearing in the Metal, Engineering and Associated Industries, (Professional Engineers and Scientists) Award 1998.

1.4.6 **"Adult Apprentice"** means a person of 21 years of age or over at the time of entering into an indenture. Provided that this definition shall only apply to indentures entered into after the making of this award.

1.5 - AREA, INCIDENCE AND DURATION

This award rescinds and replaces the Metal and Engineering Industry (New South Wales) Interim Award (264 I.G. 536), published 2 August, 1991; the Metal and Engineering Industry (State Wage Case 1996) (State) Award (295 I.G.605), published 1 November, 1996; the Metal and Engineering Industry Redundancy (State) Award (284 I.G. 954), published 24 March, 1995; the Metal and Engineering Industry Family Leave Provisions (State) Award (291 I.G. 52) published 8 March, 1996, and all variations thereof.

This award rescinds and replaces the Metal Badge Workers (State) Award published 4 June 1969, reprinted 15 February 1984 and further reprinted 2 August 1991 and award review published 7 December 2001 (330 I.G. 148)

This award shall commence on and from 2 February, 2000 and shall remain in force for a period of 12 months.

It shall apply to all persons of the classes herein mentioned in the State excluding the County of Yancowinna.

This award shall apply to the Industries and Callings under the jurisdiction of the Metal and Engineering Industry (New South Wales) Industrial Committee.

Excepting employees of:

Public Transport Commission of New South Wales;
The Commissioner for Motor Transport;
The Water Board;
The Hunter District Water Board;
South Maitland Railways Pty. Limited;
The Electrolytic Refining and Smelting Company of Australia Proprietary Limited,
The Metal Manufactures Limited,
The Australian Fertilizers Limited, and the Austral Standards Cables Proprietary Company Limited, at Port Kembla;
The Broken Hill Proprietary Company Limited, at Newcastle
Australian Iron & Steel Proprietary Limited, within the jurisdiction of the Iron and Steel Works Employees
(Australian Iron & Steel Proprietary Limited)
Industrial Committee and the Quarries
(Australian Iron & Steel Proprietary Limited) Industrial Committee;
Blue Circle Southern Cement Limited;
The Council of the City of Sydney;
The Council of the City of Newcastle;
The Sydney County Council;
The St. George County Council;
Australian Wire Industries Pty Ltd at its Sydney Wiremill;
Australian Wire Industries Pty Ltd at its Newcastle Wiremill;
The Northern Rivers County Council;
The Electricity Commission of New South Wales;
Lysaght Brothers and Company Limited, at Chiswick, Parramatta River;
Courtaulds (Australia) Limited at or in connection with its works at Tomago;
Rylands Brothers (Australia) Proprietary Limited at its works at Port Waratah, near Newcastle;
Commissioner for Main Roads engaged in the maintenance of the Sydney Harbour Bridge;
Electric Light and Power Supply Corporation Limited;
Parramatta Granville Electric Supply Company Limited;
The Australian Gas Light Company,
The North Shore Gas Company Limited;

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;

In or about metalliferous and limestone mines, in or in connection with mining for minerals other than coal or shale, and in or about diamond and gem bearing mines, mining dredges, ore sluicing processes, ore smelting, refining, treatment and reduction works;

And excepting also

Persons employed in or by the United Dental Hospital of Sydney;

And excepting employees within the jurisdiction of the following Industrial Committees

Special Steels and Steel Products Manufacture
(Commonwealth Steel Company Limited);
University Employees, &c. (State);
Tubemakers of Australia Limited, Newcastle;
County Councils (Electricity Undertakings) Employees;
Shortland County Council;
John Lysaght (Australia) Limited Port Kembla;
John Lysaght (Australia) Limited Newcastle;
Wire Rope Makers, &c. (Australian Wire Rope Works Proprietary Limited);
Commonwealth Steel Company Limited, Unanderra;
Tubemakers of Australia Limited, Yennora;
Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilizers Limited);
Milk Treatment, &c., and Distribution (State);
Cement Workers, &c. (State);
Shoalhaven Scheme;
Googong Dam Project;

And excepting also

Persons coming within the jurisdiction of the Crown Employees (Skilled Tradesmen) Industrial Committee;
Employees within the jurisdiction of University Building Maintenance Employees (State) Industrial Committee.
Persons within the jurisdiction of the Municipal and Shire Council Employees Industrial Committee;
Persons coming within the jurisdiction of the Public Hospital (Skilled Tradesmen) Industrial Committee.
Persons employed in or by Newcastle Newspapers Pty Limited for so long as it observes the provisions of Industrial Agreement No. 8447.

The changes made to this 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 25 June 2004.

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

PART 2 - ENTERPRISE FLEXIBILITY

Summary

These clauses provide for how the award may be varied in order to meet the particular needs of an enterprise.

2.1 - ENTERPRISE FLEXIBILITY

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process shall apply:

- 2.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 2.1.2 For the purpose of the consultative process the employees may nominate the Union or Unions bound by this award, or other representative, to represent them.
- 2.1.3 Where agreement is reached an application shall be made to the Commission

2.2 - FACILITATIVE PROVISIONS

2.2.1 Agreement to vary award provisions

- (a) This award contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in 2.2.2, 2.2.3 and 2.2.4.
- (b) The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

2.2.2 Facilitation by individual agreement

- (a) The following facilitative provisions can be utilised upon agreement between an employer and an employee provided that the agreement complies with clause 2.2.2(b), (c)(i) and (ii):
 - 4.2.4(b)(iii) Variation to hours Part time Employment
 - 5.9.1(d)(ii) Tool Allowance
 - 6.1.6 Make up Time
 - 6.3.5 Meal Breaks
 - 6.4.1(d) Time off in Lieu of Payment for Overtime
 - 6.4.4(d) Rest Period after Overtime
 - 7.1.7(b) Annual Leave in One or More Separate Periods
 - 7.1.9(c) Time of Taking Annual Leave
- (b) The agreement reached must be recorded in the time and wage record kept by the employer in accordance with Division 2 of Part 4 of the Industrial Relations (General) Regulation 2001.
- (c)
 - (i) If an employee is a member of a union bound by the award, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the facilitative provisions.
 - (ii) The union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of a facilitative provision. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements.

2.2.3 Facilitation by majority or individual agreement

- (a) Subject to paragraphs (b) and (c) of this subclause, the following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the workplace or a section or sections of it OR, the employer and an individual employee.
 - 5.11.1(b) Payment of Wages
 - 6.1.1(b) Ordinary hours of Work for Day Workers on Weekends
 - 6.1.1(c) Variation to Spread of Hours for Day Workers
 - 6.1.4(a)&(b) Methods of Arranging Ordinary Working Hours
 - 6.2.1 Shift Definitions
 - 6.3.1(b) Working in Excess of Five Hours without a Meal Break
 - 7.7.1(e) Substitution of Public Holidays

(b) **Majority Agreement**

Where agreement has been reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in 2.2.3(a), the employer may not implement that agreement unless:

- (i) it complies with 2.2.2(b), 2.2.2(c) and where specified 2.2.5; and
- (ii) agreement has been reached with each individual employee to be covered by the facilitative provision.

(c) **Individual Agreement**

Where no agreement has been sought by the employer with the majority of employees in accordance with 2.2.3(b), the employer may seek to reach agreement with individual employees in the workplace, and such agreement will be binding on individual employees provided it complies with 2.2.2(b) and (c) and provided that the agreement is only with an individual employee or a number of individuals less than the majority in the workplace or a section or sections of it.

2.2.4 Facilitation by Majority Agreement

(a) The following facilitative provisions may only be utilised upon agreement between the employer and the majority of employees in the workplace or a section or sections of it.

- 6.1.2(c) Ordinary Hours of Work, Continuous Shift Workers
- 6.1.3(b) Ordinary Hours of Work, Non continuous Shift Workers
- 6.1.4(c) 12 Hour Shifts
- 6.2.4(d) Public Holiday Shifts
- 7.1.1(a)(ii) Period of Annual Leave
- 7.1.12(d)(iii) Annual Close Down

(b) Where agreement has been reached with the majority of employees in the workplace, or a section or sections of it, to implement a facilitative provision in 2.2.4(a), that agreement shall be binding on all such employees, provided the requirements of 2.2.2(b), 2.2.2(c) and where specified 2.2.5 have been met.

2.2.5 Additional Safeguard

(a) An additional safeguard applies to:

- 5.11.1(b) Period of Payment of Wages
- 6.1.2(c) Ordinary Hours of Work, Continuous Shift Workers
- 6.1.3(b) Ordinary Hours of Work, Non Continuous Shift Workers.

(b) The additional safeguard requires that the unions which are party to the award and which have members employed at an enterprise covered by the award shall be informed by the employer of the intention to use the facilitative provision and shall be given a reasonable opportunity to participate in the negotiations regarding its use. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.

2.2.6 Majority vote at the initiation of the employer

A vote of employees in the workplace, or a section or sections of it, taken in accordance with 2.2.3 or 2.2.4, to determine if there is majority employee support for implementation of a facilitative provision, will be of no effect, unless taken with the agreement of the employer.

2.2.7 Dispute over facilitation

In the event that a dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure in clause 3.2.

PART 3 - CONSULTATION AND DISPUTE RESOLUTION

3.1 - CONSULTATIVE MECHANISM AND PROCEDURES

- 3.1.1 At the discretion of the employer each enterprise covered by this award the employer and employees and, if appropriate an appropriate representative including a trade union bound by this award, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this award, in particular clauses 2.1 and 2.2 which they agree would assist in achieving and maintaining co operative workplace relations and mutually beneficial work practices.
- 3.1.2 The employer shall permit a notice board to be erected in the plant, or each part of a plant, to facilitate communication between employees and/or their union representatives.

3.2 - DISPUTE RESOLUTION PROCEDURE

Summary

Each enterprise must establish a procedure to avoid or resolve disputes.

- 3.2.1 A procedure for the avoidance or resolution of disputes will apply in all enterprises covered by this Award. The mechanism and procedures for resolving industrial disputes will include, but not be limited to, the following:
- (a) The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf including a shop steward or delegate of their union.

Subject to 3.2.2 and 3.2.3 where the shop steward or delegate is involved he/she shall be allowed the necessary time during working hours to interview the employee(s) and the supervisor.
 - (b) If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may invite a union official to be involved in the discussions. The employer may also invite into the discussions an officer of the employer organisation to which the employer belongs.

The shop steward or delegate shall be allowed at a place designated by the employer, a reasonable period of time during working hours to interview the duly accredited Union Officials of the Union to which they belong.
 - (c) If the matter remains unresolved, the employer may refer it to a more senior level of management or to a more senior national officer within the employer organisation. The employee may invite a more senior union official to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the matter.
- 3.2.2 In order to facilitate the procedure in 3.2.1:
- (a) The party with the grievance must notify the other party at the earliest opportunity of the problem;
 - (b) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
 - (c) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co operate to ensure that the disputes resolution procedures are carried out as quickly as possible.
- 3.2.3 While the parties are attempting to resolve the matter the parties will continue to work in accordance with this award and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of the Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulation 2001, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.

PART 4 - EMPLOYMENT RELATIONSHIP

4.1 - EMPLOYER AND EMPLOYEE DUTIES

Summary

An employee has certain obligations to carry out duties as directed. Any direction by the employer must be consistent with a safe and healthy work environment.

- 4.1.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de skilling.
- 4.1.2 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.
- 4.1.3 Any direction issued by an employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.2 - EMPLOYMENT CATEGORIES

Summary

This clause describes the various categories of employment under this award.

4.2.1 Probationary Employment

- 4.2.1 (a) An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed three months.
- (b) A probationary employee is for all purposes of the award a full-time or part-time employee.
- (c) Probationary employment forms part of an employee's period of continuous service for all purposes of the award, except where otherwise specified in this award.

4.2.2 Full-time Employment

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.

4.2.3 Casual Employment

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid one thirty eighth of the weekly award wage prescribed herein for the work which he or she performs, plus 15 per cent.

4.2.4 Part-time Employment

- (a) An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week
- (b) (i) Before commencing part-time employment, the employee and employer must agree:
 - (1) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work;
 - (2) upon the classification applying to the work to be performed in accordance with Clause 5.1 of this award;
- (ii) Except as otherwise provided in this Award a part-time employee is entitled to be paid for the hours agreed upon in accordance with 4.2.4 (b)(i)(1).
- (iii) The terms of this agreement may be varied by consent.
- (iv) The terms of this agreement or any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(c) The terms of this award shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

(d) **Overtime**

A part-time employee who is required by the employer to work in excess of the hours agreed upon in accordance with 4.2.4(b) (i) and (iii), shall be paid overtime in accordance with clause 6.4 of this award.

(e) **Public Holidays**

Where the part-time employee's normal paid hours fall on a public holiday prescribed in clause 7.7 and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with Clause 7.7 of this award.

4.2.5 Employment for a Specific Period of Time or a Specific Task or Tasks

(a) An employee may be engaged on a full time or part time basis for a specific period of time or for specific task/s.

(b) The details of the specific period of time or specific task/s shall be set out in writing and retained by the employer. The employer shall provide a copy to the employee.

(c) An employee engaged in accordance with 4.2.5(a) is for all purposes of the award a full-time or part-time employee, except where otherwise specified in this award.

(d) Service under a contract of employment for a specific period of time or specific task/s shall form part of an employee's period of continuous service, where such employee is engaged as a full-time or part-time employee immediately following such contract of employment.

4.2.6 Apprentices

(a) The terms of this award will apply to apprentices (including adult apprentices, as defined) except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority.

(b) Apprenticeship Authority shall mean the Commissioner of Vocational Training appointed under the *Apprenticeship and Traineeship Act 2001*, the Vocational Training Tribunal constituted under the Act or the Industrial Relation Commission established by the Industrial Relations Act 1996.

(c) (i) The period of apprenticeship shall be four years.

(ii) The period may be varied with the approval of the apprenticeship authority provided that any credits granted shall be counted as part of the apprenticeship for the purpose of wage progression under clause 5.3.

(iii) Further, the period may be varied to such other period as is approved by the apprenticeship authority on the basis of an approved competency based training programme.

(iv) The wage rates mentioned in clause 5.3 may be varied with the approval of the relevant parties to this award according to the apprentice affected, and the relevant apprenticeship authority to allow for progression between wage levels based on the gaining of agreed competencies and/or modules instead of the year of the apprenticeships. For example, the appropriate proportion of the minimum training requirement associated with the year of the apprenticeship could only be used to identify progression from one percentage rate to the next.

4.2.7 Trainees

The parties to this Award shall observe the terms of the Metal Trades (Training Wage)(State) Award.

4.2.8 Unapprenticed Juniors

The terms of this award apply to unapprenticed juniors except where otherwise stated or where special provisions are stated to apply.

4.3 - TERMINATION OF EMPLOYMENT

Summary

This clause describes certain rights and obligations of both employer and employees in circumstances where employment is terminated.

4.3.1 Notice of Termination by Employer

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

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years.....	2 weeks
3 years and up to the completion of 5 years.....	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in 4.3.1(a) employees over 45 years of age at the time of the giving of the notice with not less than two years service, are entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in 4.3.1(a) and (b) must 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.
- (d) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.
- (e) The period of notice in this clause does not apply in the case of dismissal for serious 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.
- (f) For the purposes of this clause, service shall be calculated in the manner prescribed by subclause 7.1.5 How to Calculate Leave.

4.3.2 Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

4.3.3 Summary Dismissal

The employer has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this award are to be paid up to the time of dismissal only.

4.3.4 Time off during notice period

Where an employer has given notice to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.4 - REDUNDANCY

4.4.1 Application

- (a) This clause shall only apply in respect of full-time and part-time employees.
- (b) This clause shall apply in respect of employers who employ 15 employees or more immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable

opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

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

4.4.2 Introduction of Change

4.4.2.1 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.

4.4.2.2 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 4.4.2.1, 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 4.4.2.1.
- (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.

4.4.3 Redundancy

4.4.3.1 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 done by anyone pursuant to 4.4.2.1(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.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 4.4.3.1(a) 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 of the 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.

4.4.4 Termination of Employment

4.4.4.1 Notice for Changes in Production, Programme, Organisation or Structure

- (a) The notice provisions to be applied to terminations by the employer for reasons arising from changes in production, programme, organisation or structure shall be the same as that provided in 4.3 Termination of Employment
- (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.

4.4.4.2 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 4.4.2.1(a).

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 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.

4.4.4.3 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 5 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.

4.4.4.4 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.

4.4.4.5 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.

4.4.4.6 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 provided by Centrelink

4.4.4.7 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 4.4.2 of this award, 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.

4.4.5 **Severance Pay**

4.4.5.1 **Amounts**

Where an employee is to be terminated pursuant to subclause 4.4.4, 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 old or over, the entitlement shall be in accordance with the following scale:

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

- (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, over award payments, shift penalties and allowances.

4.4.5.2 **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 subclause 4.4.5.1 above.

The Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 4.4.5.1 above will have on the employer.

4.4.5.3 **Alternative Employment**

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 4.4.5.1 above if the employer obtains acceptable alternative employment for an employee.

4.5 - ABSENCE FROM DUTY

Unless a provision of this award states otherwise (eg. sick leave), an employee not attending for duty will lose their pay for the actual time of such non-attendance.

4.6 - STANDING DOWN EMPLOYEES

Summary

The employer has the right to stand down an employee without pay in certain circumstances.

The 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.

4.7 - ABANDONMENT OF EMPLOYMENT

Summary

This clause describes the circumstances which amount to abandonment of employment by an employee.

The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned their employment.

Provided that if within a period of 14 days from their last attendance at work or the date of their 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 they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

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.

4.8 - PAY SLIPS AND EMPLOYER RECORDS

4.8.1 Pay Slips

Section 123 of the Industrial Relations Act 1996 (NSW) ('the Act') requires that when an employer pays remuneration to an employee, the employer must supply the employee with written particulars regarding the payment. The section enables an employer, with the approval of the Industrial Registrar, to make different arrangements for the supply of information about remuneration.

NOTE: The written particulars required by the Act, as set out in clause 7 of the Industrial Relations (General) Regulation 2001, are subject to change from time to time and are repeated here for convenience only.

"CLAUSE 7 Particulars of remuneration to be supplied to employees

- (1) For the purposes of section 123 of the Act, the following written particulars are to be supplied by the employer to an employee when remuneration is paid to the employee:
 - (a) the name and Australian Business Number of the employer,
 - (b) the name of the employee,
 - (c) if the remuneration of the employee is set by an industrial instrument the classification of the employee under that instrument,
 - (d) the date on which the payment was made,
 - (e) the period of employment to which the payment relates,
 - (f) the gross amount of remuneration (including overtime and other payments),
 - (g) the amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime,
 - (h) the amount deducted for taxation purposes,
 - (i) the amount deducted as employee contributions for superannuation purposes,
 - (j) the particulars of all other deductions,
 - (k) the net amount paid."

4.8.2 Employer Records

Section 129 of the Industrial Relations Act 1996 (NSW) ('the Act') requires that an employer must ensure that certain records are kept in relation to employees of the employer.

NOTE: The records required by the Act, as set out in Division 2 - Employers' records, of Part 4 of the Industrial Relations (General) Regulation 2001, are subject to change from time to time and are summarised here for convenience only.

"CLAUSE 9 Content of records - General

The prescribed records relating to an employee must contain the following particulars:

- (a) the full name of the employer,
- (b) the Australian Business Number of the employer,
- (c) the full name of the employee,
- (d) if any conditions of employment of the employee are set by an industrial instrument the classification of the employee under that instrument,
- (e) whether the employee is employed full-time or part-time,
- (f) whether the employee is employed on a permanent, temporary or casual basis,
- (g) if the employee is an apprentice or trainee within the meaning of the *Apprenticeship and Traineeship Act 2001* the date the person became such an apprentice or trainee,
- (h) the date on which the employee was first employed with the employer,
- (i) if the employee's employment is terminated the date of termination.

CLAUSE 10 Content of records - Remuneration And Hours Worked

10(1) [Particulars re remuneration]. The prescribed records relating to an employee must contain the following particulars concerning the remuneration paid and hours worked by the employee:

- (a) if the relevant industrial instrument prescribes the number of hours to be worked per week, day or other period the number of hours worked by the employee during each such period,
- (b) if the relevant industrial instrument limits the daily hours of work and provides for the payment of daily overtime the number of hours worked by the employee during each day and the times of starting and ceasing work,
- (c) if the relevant industrial instrument prescribes a weekly, daily, hourly or other period rate of remuneration the rate of remuneration per week, day, hour or other period at which the employee is paid,
- (d) if the relevant industrial instrument prescribes piece-work the number and description of pieces made by the employee and the rate per piece at which the employee is paid,
- (e) the gross amount of remuneration paid to the employee, showing the deductions made from that remuneration,
- (f) such other particulars as are necessary to show that the requirements of the relevant industrial instrument relating to remuneration paid and hours worked are being complied with.

10(2) [Remuneration defined] In this clause, remuneration includes overtime and other payments.

CLAUSE 11 Content of records - Leave

The prescribed records relating to an employee must contain the following particulars about leave of any kind to which the employee is entitled under the industrial relations legislation or an industrial instrument:

- (a) the leave taken by the employee,
- (b) the employee's entitlement from time to time to that leave,
- (c) accrual of leave.

CLAUSE 12 Content of records - Superannuation Contributions

- 12(1) [Particulars re superannuation] The prescribed records relating to an employee must contain the following particulars about any superannuation contributions that the employer must make for the benefit of the employee under an industrial instrument:
- (a) the amount of the contributions made,
 - (b) the period over which the contributions are made,
 - (c) when the contributions are made,
 - (d) the name of the fund or funds to which the contributions were made,
 - (e) the basis on which the employer became liable to make the contributions (including particulars of any relevant election by the employee).
- 12(2) [Certain particulars not required] The particulars referred to in subclause (1)(a)-(c) are not required in the case of contributions to a defined benefit superannuation fund within the meaning of the Occupational Superannuation Standards Regulations of the Commonwealth.

CLAUSE 13 Manner and form of keeping records

- 13(1) [Prescribed records in English] The prescribed records must be:
- (a) in legible form in the English language, or
 - (b) in computerised or other form that is readily accessible and is convertible into a legible form in the English language.
- 13(2) [Enabling inspection] For the purposes of enabling an inspector or other person to exercise any power conferred by the Act to inspect any records kept in the form referred to in subclause (1)(b), the relevant part of the records are to be converted into legible form in the English language.

CLAUSE 14 - Transfer of records to successor employers

- (1) This clause applies to the transfer of records kept by an employer (the former employer) relating to a transferred employee (as defined in section 101 of the Act) to the successor of the employer (the new employer).
- (2) The former employer must transfer to the new employer all prescribed records relating to the transferred employee that, at the date of transfer, the former employer is required to keep under section 129 of the Act.
- (3) The new employer is to keep those transferred records as if they had been made by the new employer at the time they were made by the former employer.
- (4) The former employer is required to keep a copy of the transferred records for a period of at least 6 years after those records were made.
- (s) The new employer is not required to make records of anything occurring in the course of the transferred employee's employment with the former employer.

4.9 - RIGHT OF ENTRY

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

4.10 - AWARD TO BE POSTED

Section 361 of the *Industrial Relations Act 1996* (NSW) requires that an employer of employees whose conditions of employment at any premises are affected by this award must cause a copy of this award to be exhibited in a conspicuous place at those premises.

4.11 - SHOP STEWARDS AND NOTICE BOARD

4.11.1 Shop Stewards

- (a) An employee appointed shop steward 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 union to which he/she belongs. An accredited shop steward shall be allowed the necessary time during

working hours to interview the employer or his/her representative on matters affecting employees whom he/she represents.

- (b) Subject to the prior approval of the employer an accredited shop steward shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited union official of the union to which he/she belongs on legitimate union business.

4.11.2 Notice Board

The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his/her plant or in separate buildings in each plant so that it will be reasonably accessible to all his/her employees working under the award. Accredited union representatives shall be permitted to put on the notice board or boards, union notices, signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

4.12 - DEDUCTION OF UNION MEMBERSHIP FEES

4.12.1 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 (4.12.2) 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)

4.12.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.

4.12.3 Monies so deducted from employee's 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 5 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.

4.12.4 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.

4.12.5 The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in a 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.

4.12.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.

4.12.7 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of the 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.

4.12.8 This clause shall take effect:

- (i) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the **beginning of the first full pay period to commence on or after 13 August 2003;**
- (ii) In the case of employers who do not fall within sub-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 pay period to commence on or after 13 November 2003;**
- (iii) For all other employers, from the **beginning of the first pay period to commence on or after 13 February 2004.**

PART 5 - RATES OF PAY AND RELATED MATTERS

5.1 - CLASSIFICATIONS AND RATES OF PAY

5.1.1 Rates of Pay for Adult Employees

- (a) Adult employees, other than those specified in 5.1.1(b), shall be entitled to receive the award rate of pay for the relevant classification as set out in the table in 5.1.1(c)
- (b) The following adult employees are not entitled to receive the award rate of pay set out in the table in 5.1.1(c):
 - Apprentices and Adult Apprentices (as defined) (refer to Clauses 5.3 and 5.4);
 - Employees receiving a supported wage (refer to Clause 5.8);
 - Trainees (refer to Clause 5.6);

(c) Schedule of Rates of Pay

Wage Group	Base rate per week \$	Suppl. Payment per week \$	SWC adjustments \$	Weekly award rate \$	Hourly rate \$
Level C14	284.80	40.60	159.00	484.40	12.75
Level C13	299.50	42.60	159.00	501.10	13.19
Level C12	319.20	45.40	159.00	523.60	13.78
Level C11	337.40	48.10	159.00	544.60	14.33
Level C10	365.20	52.00	161.00	578.20	15.22
Level C9	383.50	54.60	161.00	599.10	15.77
Level C8	401.70	57.20	161.00	619.90	16.31
Level C7	420.00	59.80	159.00	638.80	16.81
Level C6	456.50	65.00	159.00	680.50	17.91
Level C5	474.80	67.60	159.00	701.40	18.46
Level C4	493.00	70.20	159.00	722.20	19.01
Level C3	529.50	75.40	159.00	763.90	20.10
Level C2(a)	547.80	78.00	159.00	784.80	20.65

Level C2(b)	584.30	83.20	155.00	822.50	21.64
Level C1(a)	657.40	93.60	155.00	906.00	23.84
Level C1(b)	766.90	109.20	155.00	1031.10	27.13

(d) **State Wage Case Adjustments**

The rates of pay in this award include the adjustments payable under State Wage Case 2005. 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.

(e) **Phasing in of Wage Rates of Employees without relevant Work Experience**

An employee who possesses the appropriate level of academic qualifications and who otherwise meets the requirements of the relevant classification definition but who is without prior experience in the metal and engineering industry or other relevant work experience shall be paid in accordance with the following formula:

Qualification Experience	Years of Relevant Rate of Pay	% of Relevant Work
Advanced Certificate or National Diploma	0	77% of C5 Rate
	1	85% of C5 Rate
	2	96% of C5 Rate
	3	100% of C5 Rate
Associate Diploma or National Advanced Diploma	0	72% of C3 Rate
	1	79% of C3 Rate
	2	89% of C3 Rate
	3	93% of C3 Rate
	4	100% of C3 Rate

- (f) For the purposes of this clause, any entitlement to wages expressed to be by the week shall mean any entitlement which an employee would receive for performing 38 hours of work.

5.1.2 **Classification Definitions**

The definitions of the classifications for each of the wage levels referred to in 5.1.1(c) are set out in Schedule A.

5.1.3 **Procedure for Classifying Employees**

- (a) The procedures for reclassifying employees under this award are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by the Manufacturing, Engineering and Related Services Industry Training Advisory Body.
- (b) Without detracting from any of the processes set out in 5.1.3(e), any disputes in relation to classification or reclassification, including disputes relating to the terms of the National Metal and Engineering Competency Standards Implementation Guide, shall be handled in accordance with the Dispute Resolution Procedure in clause 3.2 of this award.

- (c) (i) It shall be a term of the award that where there is agreement to implement the standards at the enterprise, or in the event that the classification of an employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the National Metal and Engineering Competency Standards Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in paragraphs (ii) (iii) and (iv) below.
- (ii) Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and he/she is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work. Any disputes which cannot be resolved at the enterprise level over the application of this clause in the first instance are to be referred to the Committee prescribed in 5.1.3(e)(i) of this award.
- (iii) Where skill standards have not been finalised in respect of any class of work, and this is necessary for determining an employee's classification, employees performing such work shall not be reclassified until such standards are available except as provided for in paragraphs (ii) and (iv) of this subclause.
- (iv) Where the situation described in paragraph (iii) above applies, but not under any other circumstances, an employee may be reclassified on the basis that the employee meets the requirements of the classification definitions prescribed in Schedule A of this Award.
- (v) All employees engaged under the award at the relevant classification levels shall be subject to the metal and engineering competency standards.
- (d) Other provisions to be followed where competency standards are being implemented in an enterprise:
- (i) Management and employee representatives responsible for overseeing the implementation of competency standards within enterprises shall be given access to briefing and/or training courses on the standards prior to implementation.
- (ii) Such briefings/training courses on the metal and engineering competency standards and Implementation Guide should be approved by the Manufacturing Engineering and Related Services Industry Training Advisory Body (MERISTAB). These briefings/training courses can be either a joint briefing delivered by the parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a MERSITAB recognised provider with the approval of the relevant parties at the enterprise level. The above does not exclude the delivery of additional training or advice by the parties or the MERSITAB to enterprises.
- (e) **Facilitation of Implementation**
- (i) A Committee to facilitate the implementation of standards, chaired by a an independent agreed chairperson and consisting of the relevant employer and union parties to the award shall meet as required to monitor the implementation of standards until 30 June 2001. The Executive Officer of the Manufacturing, Engineering and Related Services Industry Training Advisory Body shall also be a member of the Committee. The need for the Committee shall be reviewed before 30 June 2001. The Committee will be responsible for: monitoring implementation; dealing with any major implementation problems including the application of points; refinement of the standards in respect of their use within the award; any variation to, or dispute over, the National Metal and Engineering Competency Standards Implementation Guide in the light of experience during the implementation process; and co-ordinating any further advice to enterprises.
- In dealing with any major problems the Committee may:
- request national officials of the relevant industry parties to meet immediately to attempt to resolve the concerns;
 - make arrangements for an assessment and report by experts representing the relevant industry parties. The Committee would then consider the report of the experts and agree on a course of action to resolve the concerns;

- recommend that implementation be suspended in an enterprise or enterprises whilst the Committee deals with the issues of concern.
- (ii) Where necessary an application may be made to the Industrial Committee as set out in subclause 5.1.3(g) for the purpose of resolving any disputes or difficulty or likely dispute or difficulty in relation to the implementation of competency standards either at the industry or enterprise level.
- (iii) During the period of operation of the Committee established under sub-paragraph 5.1.3(e)(i), if any problem arises in relation to implementation of the standards at the enterprise level which cannot be resolved by the parties at that level then it shall be referred to that Committee. If resolution is not achieved, the matter will be referred to the Industrial Committee as set out in subparagraph 5.1.3(e)(ii).

Notwithstanding the above, the rights of any party to pursue whatever other course of action is available under the Industrial Relations Act 1996 remains available.

(f) Points

The points to be assigned to the classification levels under the award shall be:

<u>Award Classification</u>	<u>Level Recommended Points</u>
C14 -	
C13 -	
C12	32
C11	64
C10	96
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10
C5	60 additional points above C10
C4	Standards and points to be finalised
C3	Standards and points to be finalised
C2a	Standards and points to be finalised
C2b	Standards and points to be finalised
C1a	Standards and points to be finalised
C1b	Standards and points to be finalised

and in accordance with Table 2 in the National Metal and Engineering Competency Standards Implementation Guide.

(g) Industrial Committee - Competency Standards Implementation

Notwithstanding the provisions of this clause, an application may be made to the Industrial Committee for the purpose of resolving any dispute or difficulty or likely dispute or difficulty in relation to the implementation of competency standards either at the industry or enterprise level.

5.1.4 Mixed Functions

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than his or her ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift he or she shall be paid the higher rate for the time so worked.

5.2 - TRAINING

- 5.2.1 Following proper consultation in accordance with clause 3.1, which may include the establishment of a training committee, an employer shall develop a training program consistent with:
- the current and future skill needs of the enterprise;
 - the size, structure and nature of the operations of the enterprise;
 - the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by accredited institutions and providers.
- 5.2.2 Where it is agreed that a training committee be established it shall include employer and employee representatives. The role of the training committee shall be clearly set out and shall include:
- formulating a training program including available training courses and career opportunities;
 - recommending individual employees for training and reclassification; and
 - monitoring and advising management and employees regarding the on going effectiveness of the training.
- 5.2.3 (a) Where as a result of the consultation referred to at sub clause 5.2.1, including with the employee concerned, it is agreed that additional training should be undertaken by an employee, that training may be undertaken either on or off the job. 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. This shall not prevent the employer and employee(s) agreeing to paid leave for other relevant training.
- (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- (c) Travel costs incurred by an employee undertaking training in accordance with this subclause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

5.3 - APPRENTICE RATES OF PAY

5.3.1 Except as provided for in Clause 5.4, Adult Apprentices, the minimum weekly wage rate for apprentices shall be as follows:

Column 1	Column 2	Column 3	Column 4	Column 5
4-year term apprenticeship	Percentage of Column 3 %	C10 Weekly Award Rate \$	Total rate per week \$	Hourly Rate \$
First year	42	578.20	242.80	6.39
Second year	55	578.20	318.00	8.37
Third year	75	578.20	433.70	11.41
Fourth year	88	578.20	508.80	13.39

5.4 - ADULT APPRENTICES

- 5.4.1 Where a person was employed by an employer under this award immediately prior to becoming an adult apprentice (as defined) with that employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured.
- 5.4.2 For the purpose only of fixing a rate of pay the adult apprentice (as defined) shall continue to receive the rate of pay that applies to the classification or class of work specified in clause 5.1 in which the adult apprentice (as defined) was engaged immediately prior to entering into the contract of indenture.
- 5.4.3 Subject to subclauses 5.4.1 and 5.4.2, the minimum rate of pay of an adult apprentice (as defined) shall be the following:

Year of Apprenticeship	Total weekly rate \$
First	406.00
Second	484.40
Third	501.10
Fourth	523.60

- 5.4.4 The rates prescribed in the table in 5.4.3 are based on the following Metal, Engineering and Associated Industries (State) Award classifications except where indicated:

Year of Apprenticeship	Award Reference
1	Metal Trades (Training Wage) (State) Award Traineeship Skill Level 'B' exit rate
2	C14
3	C13
4	C12

5.5 - UNAPPRENTICED JUNIOR RATES OF PAY

The minimum weekly wage for unapprenticed juniors shall be as follows:

- 5.5.1 (a) **Unapprenticed Juniors**
 - (i) The minimum weekly wage rates for unapprenticed juniors at the commencement of this award shall be:

Column 1	Column 2	Column 3	Column 4
Years of Age	Percentage of Column 3 %	C13 Weekly Award Rate \$	Total rate per week \$
Under 16 years of age	36.8	501.10	184.40
At 16 years of age	47.3	501.10	237.00

At 17 years of age	57.8	501.10	289.60
At 18 years of age	68.3	501.10	342.30
At 19 years of age	82.5	501.10	413.40
At 20 years of age	97.7	501.10	489.60

A junior employee of 18 years of age or more shall be paid 39 cents per week in addition to the rates prescribed herein whilst they are employed as a furnace person or assistant to a furnace person.

5.5.1 (b) Unapprenticed Juniors (Foundries) -

(i) The minimum weekly wage rates for unapprenticed juniors (foundries) shall be as follows:

Column 1	Column 2	Column 3	Column 4
Years of Age	Percentage of Column 3	C13 Weekly Award Rate	Total rate per week
	%	\$	\$
Under 16 years of age	36.8	501.10	184.40
At 16 years of age	47.3	501.10	237.00
At 17 years of age	68.3	501.10	342.30
At 18 years of age	83.0	501.10	415/90
At 19 years of age	98.8	501.10	495.10

5.6 - TRAINEE RATES OF PAY

Refer to the Metal Trades (Training Wage)(State) Award (286 I.G. 154), as varied, for rates of pay and conditions of employment for trainees.

5.7 - PAYMENT BY RESULTS

An employer may remunerate any employees under any system of payment by results based on rates which will enable employees of average capacity to earn at least the award rate for the relevant classification provided that they shall not earn less than the rate of pay applicable to classification level C14.

5.8 - SUPPORTED WAGE SYSTEM FOR PEOPLE WITH DISABILITIES

5.8.1 Workers Eligible for a Supported Wage

This clause defines the conditions that 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.

5.8.2 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 that is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitating 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 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.

5.8.3 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 that 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 \$61.00 per week).

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

5.8.4 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.

5.8.5 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 Australian Industrial Relations Commission.
- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment; provided that where a union which is a party to the award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect, unless an objection is notified to the Registrar within ten working days.

5.8.6 **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.

5.8.7 **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.

5.8.8 **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.

5.8.9 **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 subclause 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 \$61.00 per week.
- (iv) Work trials should include induction or training as appropriate to the completion of the trial period; a further contract of employment shall be entered into based on the outcome of assessment under 5.8.4 above.

5.9 - **ALLOWANCES AND SPECIAL RATES**

5.9.1 **All purpose Allowances**

The following allowances shall apply for all purposes of the award.

(a) **Leading Hands**

Leading hands in charge of three or more people shall receive the relevant amount as set out in Item 1 of 5.9.1(f).

(b) **Ship Repairing**

Employees engaged on ship repairs shall be paid the additional amounts as set out in Item 2 of 5.9.1(f).

(c) **Multi Storey Building**

An employee, other than an apprentice or a junior, engaged on new construction work in a multi storey building (as defined) shall be paid an amount set out in Item 3 of 5.9.1(f). Where such work is performed for part of a day or shift the provisions of subclause 5.1.4 Mixed Functions, shall apply.

The provisions of 5.9.3(h) Height Money and of 5.9.3(e) Wet Places, shall not apply to employees paid the multi storey building allowance.

Apprentices shall receive a proportion of this allowance in accordance with the appropriate percentage ratio set out in subclause 5.3.1.

(d) **Tool Allowance Tradespersons and Apprentices**

- (i) Except as provided elsewhere in this sub paragraph tradespersons shall be paid an allowance set out in Item 4 of 5.9.1(f) for supplying and maintaining tools ordinarily required in the performance of their work as tradespersons.
- (ii) This allowance shall apply to apprentices on the same percentage basis as set out in subclause 5.3.1 of this award.

- (iii) An employer shall provide for the use of tradespersons or apprentices all necessary power tools, special purpose tools, precision measuring instruments and, for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.
- (iv) Tradespersons or apprentices shall replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.

(e) **Trainer/Supervisor/Coordinator Technical**

A Trainer/Supervisor/Coordinator Technical is an employee who is responsible primarily for the exercise of skills in technical fields as defined, up to the level of his/her skill and competence and who is additionally involved in the supervision/training of other technical employees. Such an employee shall receive not less than 107% of the rate of pay applicable to the employee's technical classification.

(f) **All Purpose Allowances**

Item No.	Clause No.	Brief Description	Amount (per week)
1	5.9.1 (a)	Leading Hands In charge of: 3-10 employees 11-20 employees more than 20 employees	25.30 37.80 48.10
2	5.9.1 (b)	Ship Repairing Tradespersons All other employees	11.50 9.30
3	5.9.1 (c)	Multi-Storey Building	18.20
4	5.9.1 (d)	Tool Allowance	12.40

5.9.2 **Other Allowances**

(a) **Motor Allowance**

Where an employee reaches agreement with their employer to use their own motor vehicle on the employer's business, such employee shall be paid an allowance as set out in Item 1 of 5.9.2(g).

(b) **First Aid Allowance**

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body shall be paid a weekly allowance as set out in Item 2 of 5.9.2(g), if appointed by their employer to perform first aid duty.

(c) **Meal Allowance**

Refer to subclause 6.4.11, and Item 3 of 5.9.2(g).

(d) **Compensation for Damage to Clothing, Spectacles, Hearing Aids and Tools**

Compensation must be made to the extent of the damage sustained where, in the course of the work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. The employer's liability in respect of tools is limited to the tools of trade that are ordinarily required for the performance of the employee's duties. Compensation is not payable if an employee is entitled to workers' compensation in respect of the damage.

(e) **Case Hardened Prescription Lenses**

An employer who requires an employee to have their prescription lenses case hardened shall pay for the cost of such case hardening.

(f) **Protective Clothing and Equipment Allowance**

Where an employee is required to wear protective clothing and equipment as stipulated by the relevant law operating in the State, the employer must reimburse the employee for the cost of purchasing such special clothing and equipment. The provisions of this paragraph do not apply where the clothing and equipment is paid for by the employer.

(g) **Other Allowances**

Item No.	Clause No.	Brief Description	Amount
1	5.9.2 (a)	Motor Allowance	62 cents per km travelled
2	5.9.2 (b)	First Aid Allowance	11.50 per week
3	5.9.2 (c), 5.9.4(b)(iv), 6.4.11	Meal Allowance	9.70

5.9.3 Special Rates

Subject to subclauses 5.9.3(a) and (b), the following special rates shall be paid to employees including apprentices and juniors.

(a) **Special Rates Not Cumulative**

Where more than one of the disabilities set out in subclause 5.9.3 entitles an employee to extra rates, the employer shall be bound to pay only one rate, namely the highest rate for the applicable disabilities.

This does not apply in relation to cold places, hot places, wet places, confined spaces, dirty work or height money, the rates for which are cumulative.

(b) **Special Rates are not Subject to Penalty Additions**

The special rates in subclause 5.9.3 shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

(c) **Cold Places**

An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius is entitled to an amount as set out in Item 1 of 5.9.3(s). Where the work continues for more than two hours an employee is entitled to a rest period of 20 minutes every two hours without loss of pay.

(d) **Hot Places**

An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means to:

between 46 and 54 Celsius refer to Item 2 (i) of 5.9.3(s)

in excess of 54 Celsius refer to Item 2 (ii) of 5.9.3(s)

Where work continues for more than two hours in temperatures exceeding 54 Celsius, employees shall be entitled to 20 minutes rest after every two hours work without deduction of pay. The temperature shall be determined by the supervisor after consultation with the employees who claim the extra rate.

(e) **Wet Places**

An employee working in any place where their clothing or boots become saturated by water, oil or another substance, shall be paid an extra amount set out in Item 3 of 5.9.3(s). Any employee who becomes entitled to this extra rate shall be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.

This extra rate is not payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

(f) **Confined Spaces**

An employee working in a confined space (as defined) is entitled to an amount as set out in Item 4 of 5.9.3(s) per hour extra.

(g) **Dirty Work**

Where an employee and their supervisor agree that work (other than ship repair work) is of an unusually dirty or offensive nature, refer to Item 5 (i) of 5.9.3(s).

Where an employee and their supervisor agree that certain ship repair work is of an unusually dirty or offensive nature, refer to Item 5 (ii) of 5.9.3(s).

(h) **Height Money**

Employees other than linespersons, linesperson's assistants, riggers and splicers engaged in the construction, erection, repair and/or maintenance as the case may be, of ships, steel frame buildings, bridges, gasometers or other structures at a height in each case of 15 metres or more directly above the nearest horizontal plane shall be entitled to an extra amount set in Item 6 of 5.9.3(s).

(i) **Meat Digesters and Oil Tanks**

An employee working on repairs in oil tanks or meat digesters is entitled an extra amount set in Item 7 of 5.9.3(s). Employees engaged on such work for more than half of a day or shift are entitled to the special rate for the whole day or shift.

(j) **Sanitary Works**

An employee working in a Sanitary Works is entitled to an amount as set out in Item 8 of 5.9.3(s) per hour extra.

(k) **Insulation Materials**

Employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise shall when so employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceilings be paid an extra amount set in Item 9 of 5.9.3(s).

(l) **Slaughtering Yards**

An employee working in slaughtering yards is entitled to an amount as set out in Item 10 of 5.9.3(s) per hour extra.

(m) **Boiler Repairs**

An employee working on repairs to smoke boxes, fire boxes, furnaces or flues of boilers, is entitled to an amount as set in Item 11 (i) of 5.9.3(s).

An employee engaged on repairs to oil fired boilers, including the castings, uptakes and funnels, or flues and smoke stacks is entitled to an amount as set in Item 11 (ii) of 5.9.3(s) while working inside such a boiler.

(n) **Explosive Powered Tools**

An employee required to use explosive powered tools shall be paid a minimum payment set out in Item 12 of 5.9.3(s). Where an hourly rate is required, it shall be calculated by dividing the rate by 7.6.

(o) **Ships in Dock**

An employee working under a ship in dock or slipway shall be paid an amount set out in Item 13 of 5.9.3(s) extra where working on the removal and/or bolting up of plates or in burning off on those portions of a ship where the height from the dock or shipway floor to the hull of the ship is less than 1.4 metres.

(p) **Foundry Allowance**

(i) An employee working in a foundry is entitled to a foundry allowance set out in Item 14 of 5.9.3(s) for each hour worked to compensate for all disagreeable features associated with foundry work including heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise.

(ii) The foundry allowance is payable in lieu of any payment otherwise due under this clause.

(iii) For the purpose of this allowance, foundry work shall mean:

- (1) any operation in the production of castings by casting metal in mould made of sand, loam, metal, moulding composition or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting; and
- (2) where carried on as an incidental process in connection with and in the course of production to which paragraph (1) of this definition applies, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock out processes and dressing operations: but shall not include any operations performed in connection with:
 - Non ferrous die casting (including gravity and pressure);
 - Casting of billets and/or ingots in metal moulds;
 - Continuous casting of metal into billets;
 - Melting of metal for use in printing;
 - Refining of metal.

(iv) Employees shall not be paid the foundry allowance for any work in a foundry during any period that foundry production is not being carried out, with the exception of any work carried out within the eight hour period immediately following the cessation of foundry production.

(q) Boiling Down Works

An employee working in boiling down works is entitled to an amount as set out in Item 15 of 5.9.3(s) per hour extra.

(r) Lead Works

An employee working in lead works is entitled to an amount as set out in Item 16 of 5.9.3(s) per hour extra.

(s) Special Rates

Item No.	Clause No.	Brief Description	Amount
1	5.9.3 (c)	Cold Places	42 cents per hour extra
2	5.9.3 (d)	Hot Places Between 46 and 54 Celsius	43 cents per hour extra
(i)		In excess of 54 Celsius	58 cents per hour extra
3	5.9.3 (e)	Wet Places	43 cents per hour extra
4	5.9.3 (f)	Confined Spaces	58 cents per hour extra
5	5.9.3 (g)	Dirty Work Ship repair work	58 cents per hour extra
(i)		All other work	43 cents per hour extra
6	5.9.3(h)	Height Money	32 cents per hour extra
7	5.9.3 (i)	Meat Digesters and Oil Tanks	43 cents per hour extra
8	5.9.3 (j)	Sanitary Works	30 cents per hour extra
9	5.9.3 (k)	Insulation Materials	57 cents per hour extra
10	5.9.3 (l)	Slaughtering Yards	32 cents per hour extra
11	5.9.3 (m)	Boiler Repairs Smoke boxes, fire boxes, furnaces or flues of boilers	32 cents per hour extra
(i)		Oil fired boilers, including the castings, uptakes and funnels, or flues and smoke stacks	\$1.14 per hour extra
12	5.9.3 (n)	Explosive Power Tools	\$1.15 per hour extra

13	5.9.3 (o)	Ships in Dock	32 cents per hour extra
14	5.9.3 (p)	Foundry Allowance	33 cents per hour extra
15	5.9.3 (q)	Boiling Down works	32 cents per hour extra
16	5.9.3 (r)	Lead Works	32 cents per hour extra

5.9.4 Transfers, Travelling and Working Away From Usual Place of Work

Summary

These paragraphs deal with an employee's entitlements to payment whilst travelling or where they are required to relocate.

(a) Transfer Involving Change of Residence

An employee:

- Engaged in one locality to work in another; or
- Sent other than at his or her own request, from his or her usual locality to another for employment that can reasonably be regarded as permanent;

involving a change of residence will be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or in cases where the employee is in the process of buying a place of residence in the new locality for a period not exceeding six months. Provided that such expenses will cease after he or she has taken up permanent residence or abode at the new location.

(b) Travelling, Transport and Fares

(i) Excess Travelling and Fares

An employee who on any day or from day to day is required to work at a job away from his or her accustomed workshop or depot will, at the direction of the employer, present himself or herself 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 his or her home to such workshop or depot and returning) he or she will be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his or her home and such workshop or depot.

An employee who with the approval of the employer uses his or her own means of transport for travelling to or from outside jobs will be paid the amount of excess fares which he or she would have incurred in using public transport unless he or she has an arrangement with his or her employer for a regular allowance.

(ii) Distant Work

An employee sent from his or her usual locality to another (in circumstances other than those prescribed in 5.9.4(a) hereof) and required to remain away from his or her usual place of abode will be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his or her usual locality.

(iii) Payment for Travelling

- (1) The rate of pay for travelling time is ordinary rates, except on Sundays and holidays when it will be time and a half.
- (2) The maximum travelling time to be paid for is 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.

(iv) Expenses

"Expenses" for the purpose of this clause means:

- (1) All fares reasonably incurred. The fares allowed are to be for rail travel, second class except where all-night travelling is involved when they are to be first class, with sleeping berth where available.

- (2) Reasonable expenses incurred whilst travelling including an amount set out in Item 3 of 5.9.2(g) for each meal taken.
- (3) A reasonable allowance to cover the cost incurred for board and lodging.

(v) **Engagement of Labour Away From Workshops**

An employer is to be free to engage labour on the site of a job carried on away from the workshop, without payment for any travelling time or fares, unless such employee is sent from the workshop.

Provided that if an employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop he or she is to be paid fares in excess of those incurred in travelling to and from the workshop.

5.10 - EXTRA RATES NOT CUMULATIVE

Extra rates in this Award, except rates prescribed in 5.9.3 (Special Rates) and rates for work on public holidays, are not cumulative so as to exceed the maximum of double the ordinary rates.

5.11 - PAYMENT OF WAGES

Summary

This clause provides for the pay period and method of payment of wages.

5.11.1 Period of Payment

- (a) Wages shall be paid weekly or fortnightly, either:
 - (i) according to the actual ordinary hours worked each week or fortnight; or
 - (ii) according to the average number of ordinary hours worked each week or fortnight.
- (b) By agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid three weekly, four weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.

5.11.2 Method of Payment

Wages shall either be paid by cash, cheque or electronic funds transfer into the employee's bank (or other recognised financial institution) account.

In the case of employees paid by cheque, if the employee requires it, the employer shall have a facility available during ordinary hours for the encashment of the cheque.

5.11.3 Payment of Wages on Termination of Employment

On termination of employment, wages due to an employee shall be paid on the day of termination or forwarded to the employee by post on the next working day.

5.11.4 Day off coinciding with pay day

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day immediately following pay day. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

5.11.5 Wages to be paid during working hours

- (a) Where an employee is paid wages by cash or cheque such wages shall be paid during ordinary working hours.
- (b) If an employee is paid wages by cash and is kept waiting for their wages on pay day, after the usual time for ceasing work, they shall be paid at overtime rates for the period they are kept waiting.

5.11.6 Absences from Duty Under an Averaging System

Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following shall apply:

- (a) The employee will accrue a "credit" for each day he or she works ordinary hours in excess of the daily average.
- (b) The employee will not accrue a "credit" for each day of absence from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carers' leave or jury service).
- (c) An employee absent for part of a day (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carers' leave or jury service) shall accrue a proportion of the "credit" for the day, based upon the proportion of the working day that the employee was in attendance.

PART 6 - HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

6.1 - ORDINARY HOURS OF WORK

Summary

This clause describes the ordinary hours of work and how they are to be arranged for day workers, continuous shift workers and non continuous shift workers.

The ordinary hours of work for all three categories is 38 per week to be averaged over the period of the work cycle that applies in the particular enterprise.

There is provision for the employer, by agreement with employees, to arrange working hours to achieve maximum flexibility in order to suit the needs of both the enterprise and the employees.

6.1.1 Ordinary Hours of Work Day Workers

- (a) Subject to subclause 6.1.4, the ordinary hours of work for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days.
- (b) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm. The spread of hours (ie. 6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or in appropriate circumstances, between the employer and an individual employee.
- (d) Any work performed outside the spread of hours is to be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.
- (e) Where agreement is reached in accordance with 6.1.1(b) the minimum rate to be paid for a day worker for ordinary time worked between midnight on Friday and midnight on Saturday shall be time and a half.
- (f) Where agreement is reached in accordance with 6.1.1(b) the minimum rate to be paid for a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday shall be double time

6.1.2 Ordinary Hours of Work Continuous Shift Workers

- (a) Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (b) Subject to 6.1.2(c) the ordinary hours of continuous shiftworkers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shift workers are entitled to a 20 minute meal break on each shift which shall be counted as time worked.
- (c) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period that exceeds 28 consecutive days but does not exceed 12 months.

- (d) Except at the regular change over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

6.1.3 Ordinary Hours of Work Non Continuous Shift Workers

- (a) Subject to 6.1.3(b), the ordinary hours of work for non continuous shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- (b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period, which exceeds 28 consecutive days but does not exceed 12 months.
- (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer.
- (d) Except at change over of shifts an employee will not be required to work more than one shift in each 24 hours.

6.1.4 Methods of Arranging Ordinary Working Hours

- (a) Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in 6.1.1(c) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.
- (b) Matters upon which agreement may be reached include:
 - (i) how the hours are to averaged within a work cycle established in accordance with 6.1.2 and 6.1.3
 - (ii) the duration of the work cycle for day workers provided that such duration shall not exceed 3 months
 - (iii) rosters which specify the starting and finishing times of working hours
 - (iv) a period of notice of a rostered day off which is less than four weeks
 - (v) substitution of rostered days off
 - (vi) accumulation of rostered days off
 - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off
 - (viii) any arrangements of ordinary hours which exceed 8 hours in any day
- (c) By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:
 - (i) Proper health monitoring procedures being introduced;
 - (ii) Suitable roster arrangements being made;
 - (iii) Proper supervision being provided;
 - (iv) Adequate breaks being provided;
 - (v) An adequate trial or review process being implemented through the consultative process in clause 3.1.
- (d)
 - (i) Where an employee works on a shift other than a rostered shift (as defined), he/she shall:
 - (1) if employed on continuous work, be paid at the rate of double time; or
 - (2) if employed on other shiftwork, at the rate of time and one half for the first three hours and double time thereafter.
 - (ii) The provision of 6.1.4(d)(i) do not apply when the time is worked:
 - (1) by arrangement between the employees themselves;

- (2) for the purposes of effecting the customary rotation of shifts; or
- (3) on a shift to which the employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for the day in accordance with clause 4.6.

6.1.5 Daylight Saving

Where by reason of legislation, summer time is prescribed as being in advance of the standard time in the State the length of any shift:

Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and

Commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant legislation.

In this subclause the expressions "standard time" and "summer time" shall bear the same meaning as are prescribed by the relevant legislation.

6.1.6 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.
- (b) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off during 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.

6.2 - SPECIAL PROVISIONS FOR SHIFTWORKERS

Summary

This clause defines afternoon and night shift and prescribes the allowances for such shifts as well as the loadings payable for Saturday, Sunday and Public Holidays Shifts.

6.2.1 Definitions

For the purposes of this award:

"Rostered Shift" means any shift of which the employee concerned has had at least 48 hours notice.

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

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

By agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

6.2.2 Afternoon and Night Shift Allowances

- (a) An employee whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his or her ordinary rate.
- (b) An employee who works on an afternoon or night shift which does not continue:
 - (i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
 - (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with subclauses 6.1.2 or 6.1.3);

shall be paid for each shift 50 percent for the first three hours and 100 percent for the remaining hours, in addition to his or her ordinary rate.

- (c) An employee who:
- (i) During a period of engagement on shift, works night shift only; or
 - (ii) Remains on night shift for a longer period than four consecutive weeks; or
 - (iii) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least one third of his or her working time off night shift in each shift cycle;
- shall, during such engagement, period or cycle, be paid 30 per cent more than his or her ordinary rate for all time worked during ordinary working hours on such night shift.

6.2.3 Rate for Working on Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. This extra rate is in substitution for and not cumulative upon the shift premiums prescribed in 6.2.2.

6.2.4 Rate for Working on Sunday and Public Holiday Shifts

- (a) The rate at which continuous shift workers are to be paid for work on a rostered shift the major portion of which is performed on a Sunday or public holiday, is double time.
- (b) The rate at which shift workers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:
 - (i) Sundays at the rate of double time
 - (ii) Public Holidays at the rate of double time and a half.
- (c) Where shifts commence between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday shall be regarded as time worked on the Sunday or public holiday.
- (d) Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday shall be regarded as the holiday shift.

By agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift in lieu of the above.
- (e) The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed in 6.2.2.

6.3 - MEAL BREAKS

Summary

This clause deals with the taking of meal breaks during ordinary working hours and covers when the meal break is to be taken, alterations to the time the break may be taken and payment for working during the meal break.

- 6.3.1 An employee shall not be required to work for more than five hours without a break for a meal except in the following circumstances:
- (a) In cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee will not be required to work for more than six hours without a break for a meal break.
 - (b) By agreement between an employer and an employee or the majority of employees in an enterprise or part of an enterprise 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.
- 6.3.2 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.
- 6.3.3 An employer may stagger the time of taking a meal and rest breaks to meet operational requirements.

- 6.3.4 Subject to 6.3.1, an employee 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 the plant is idle.
- 6.3.5 Except as provided in this subclause, and except where any alternative arrangement is entered into by agreement between the employer and employees concerned, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

6.4 - OVERTIME

Summary

Overtime is payable for work done outside the ordinary hours of work. Generally speaking, the overtime rate is time and a half for the first three hours and double time thereafter. Continuous shift workers are entitled to double time for all overtime.

Employees are required to work a reasonable amount of overtime. Minimum payments are prescribed for overtime work on Saturday, Sunday and Public Holidays.

Employees are required to have a rest period normally between work on successive days.

Provision is made for employees being called back after leaving the premises and for standing by for callback.

Meal breaks and meal allowances are also dealt with in this clause.

6.4.1 Payment for Working Overtime

- (a) Except as provided for in 6.4.1(d), 6.4.1(e), 6.4.8 and 6.4.9, for all work done outside ordinary hours on any day or shift (as defined in subclauses 6.1.1, 6.1.2 and 6.1.3) the overtime rates of pay are time and a half for the first three hours and double time thereafter until the completion of the overtime work. For continuous shift workers the rate for working overtime is double time.
- (b) For the purposes of this clause "ordinary hours" means the hours worked in an enterprise, fixed in accordance with clause 6.1 of this award.
- (c) The hourly rate, when computing overtime, is to be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.
- (d)
 - (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.
 - (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) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under paragraph (i) of this subclause where such time has not been taken within four weeks of accrual.
- (e) When not less than 7 hours 36 minutes notice has been given to the employer by a relief shiftworker that he or she will be absent from work and the shiftworker whom that person should relieve is not relieved and is required to continue work on his or her rostered day off the unrelieved employee shall be paid double time.
- (f) In computing overtime each day's work shall stand alone.

6.4.2 Requirement to Work Reasonable Overtime

An employer may require any employee to work reasonable overtime at overtime rates and the employee shall work overtime as required.

6.4.3 One in, All in does not Apply

The assignment of overtime by an employer to an employee is to be based on specific work requirements and the practice of "one in, all in" overtime must not apply.

6.4.4 Rest Period after Overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at double rates until he or she is released from duty for such period. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (d) By agreement between the employer and individual employee, the 10 hour break provided for in this clause may be reduced to a period no less than 8 hours.
- (e) The provisions of this subclause will apply in the case of shift workers as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

6.4.5 Call Back

An employee recalled to work overtime after leaving the employer's enterprise (whether notified before or after leaving the enterprise) is to be paid for a minimum of four hours work at the rate of time and one half for the first three hours and double time thereafter (or double time for the full period for continuous shift workers). There are a number of conditions which apply to this provision:

- (a) Where an employee is required to regularly hold himself or herself in readiness for a call back he or she will be paid for a minimum of three hours work at the appropriate overtime rate. This is subject to 6.4.6 which deals with the conditions for standing by.
- (b) If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and the commencement of their ordinary work on the next ordinary working day he or she shall be entitled to the three or four hour minimum overtime payment provided for in this subclause for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.
- (c) Except in the case of unforeseen circumstances arising, an employee will not be required to work the full three or four hours as the case may be if the job he or she was recalled to perform is completed within a shorter period.
- (d) This subclause does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary working time.
- (e) Overtime worked in the circumstances specified in this subclause is not to be regarded as overtime for the purpose of 6.4.4, Rest Periods After Overtime, when the actual time worked is less than three hours on the call back or on each call back.

6.4.6 Standing By

Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold himself or herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's ordinary rate of pay for the time he or she is standing by.

6.4.7 Saturday Work

A day worker required to work overtime on a Saturday shall be afforded at least four hours work or paid for four hours at the rate of time and one half for the first three hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

6.4.8 Sunday Work

Employees required to work overtime on Sundays shall be paid for a minimum of three hours work at double time. The double time is to be paid until the employee is relieved from duty.

6.4.9 Public Holiday Work

Refer to 7.7.2 to determine the pay entitlements of persons who work overtime on a public holiday.

6.4.10 Rest Break

- (a) An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.
- (b) Where a day worker is required to work overtime on a Saturday, Sunday or Public Holiday or on a rostered day off, the first rest break will be paid at the employee's ordinary rate of pay.
- (c) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime is entitled to a rest break of 20 minutes to be paid at ordinary rates.
- (d) An employer and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this subclause.

6.4.11 Meal Allowance

- (a) An employee is entitled to a meal allowance of an amount as set out in Item 3 of 5.9.2(g) on each occasion that the employee is entitled to a rest break in accordance with subclause 6.4.10, except in the following circumstances:
 - (i) if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime;
 - (ii) if the employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime;
 - (iii) if the employee lives in the same locality as the enterprise and could reasonably return home for meals.
- (b) If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus.

6.4.12 Transport of Employees

When an employee, after having worked overtime or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with a conveyance home, or pay him/her their current wage for the time reasonably occupied in reaching home.

PART 7 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

7.1 - ANNUAL LEAVE

7.1.1 Period of Leave

- (a) (i) A full time or part time employee under this award is entitled to a period of 28 consecutive days leave, including non working days, (i.e. 4 weeks) after each 12 months service (less the period of annual leave) with an employer.

- (ii) An employer may reach agreement with the majority of employees concerned to convert the entitlements in 7.1.1(a)(i) or 7.1.2 to an hourly entitlement (i.e. 152 hours or 190 hours respectively for a full time employee) for administrative ease.
- (b) The annual leave for full time and part time employees accrues at a rate of 2.923 hours for each 38 ordinary hours worked.
- (c) This provision does not apply to casual employees.

7.1.2 Additional Leave for Seven Day Shift Workers

In addition to leave provided for in 7.1.1, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days leave including non working days.

Where an employee with 12 months continuous service is engaged for part of the 12 monthly period as a seven day shift worker, that employee is entitled to have the period of leave prescribed in subclause 7.1.1 increased by half a day for each month he or she is continuously engaged as a seven day shift worker.

7.1.3 Payment for Period of Annual Leave

Subject to subclause 7.1.12 employees, before going on leave, are to be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. This amount shall be calculated as follows:

(a) Time Workers

The wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any overaward payment.

The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

(b) Piece Workers

In the case of an employee employed on piece or bonus work or any other system of payment by results, the rate which is the weekly average of payments made to the employee under such a system for the period actually worked during ordinary hours during the last three monthly period in respect of which such payments have been calculated prior to the time of going on leave or termination of employment as the case may be.

7.1.4 Loading on Annual Leave

During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed by subclause 7.1.3.

The loading shall be as follows:

- (a) Day Workers employees who would have worked on day work only had they not been on leave a loading of 17 ½ per cent or the relevant weekend penalty rates, whichever is greater but not both.
- (b) Shift Workers employees who would have worked on shift work had they not been on leave a loading of 17 ½ per cent or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

The loading prescribed by this subclause does not apply to proportionate leave on termination.

7.1.5 How to Calculate the Leave Entitlement

- (a) Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating the leave entitlement:
 - in a 12 month period the employee is entitled to have off up to 152 ordinary working hours because of sickness or accident and this will be counted as time worked (ie. worker's compensation leave, paid sick leave, paid carers leave).
 - long service leave, annual leave, public holidays, paid bereavement leave, paid training leave and jury service taken by an employee will count as time worked.

- any interruption or termination of the employment by the employer which has been made with the intention of avoiding obligations under this clause.
- (b) Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purposes of this award include:
- any absence with reasonable cause, proof of which shall be upon the employee.
 - any leave without pay taken with the agreement of the employer.
 - parental leave.
- (c) Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmittor or any prior transmittor shall be deemed to be service with the transmittor and taken into account when calculating annual leave. However an employee shall not be entitled to leave or payment in lieu for any period in respect of which leave has been taken or paid for.

7.1.6 Public Holidays Falling in a Period of Leave

- (a) If any public holiday prescribed by clause 7.7 of this award falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there must be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.
- (b) Where a holiday or holidays falls in a period of annual leave and the employee, fails, without reasonable cause, to attend for work at the employee's ordinary starting time on the working day immediately following the last day of the period of annual leave, the employee shall not be entitled to be paid for the holiday or holidays.

7.1.7 Annual Leave in one or more Separate Periods

- (a) Annual leave is to be given by the employer and taken by the employee in up to four separate periods.
- (b) If the employer and an employee so agree the annual leave entitlement may be given and taken in more than four separate periods including up to a maximum of 10 single days.

However, one period of annual leave must be of at least seven consecutive days, including non working days.

7.1.8 Leave is to be Taken

The annual leave provided by this clause must be taken as leave and except as provided by subclause 7.1.11 and 7.1.12, payment will not be made or accepted in lieu of annual leave.

7.1.9 Time of Taking Leave

- (a) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to leave accrued.
- (b) An employer can require an employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken.
- (c) By agreement between an employer and an employee, annual leave may be taken at any time provided it is done within two years from the date when the right to leave accrued.

7.1.10 Leave Allowed Before Due Date

- (a) An employer may allow an employee to take annual leave either wholly or partly in advance before the leave becomes due. In such case, a further period of annual leave will not commence to accrue until after the expiration of the 12 months in respect of which the annual leave or part of it had been taken before it accrued.
- (b) Where annual leave or part of it has been granted before the leave is due, and the employee subsequently leaves or is discharged from the service of the employer before completing the required 12 months continuous service and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under subclause 7.1.11 the employer will not be liable to make any payment to the employee under subclause 7.1.11 and is entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

7.1.11 Proportionate Leave on Termination

An employee other than a casual who:

- (a) After one week's continuous service in the first qualifying 12 monthly period with an employer, lawfully leaves the employment of the employer, or is terminated by the employer through no fault of the employee; or
- (b) After 12 month's continuous service with an employer, leaves the employment of the employer or is terminated by the employer for any reason;

shall be paid 2.923 hours for each 38 ordinary hours worked and in respect of which leave had not been granted under this clause at the appropriate rate of wage calculated in accordance with subclause 7.1.3.

7.1.12 Annual Close Down

Where an employer closes down the enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, the following special provisions shall apply:

- (a) The employer may, by giving not less than four weeks notice of intention so to do, stand off for the duration of the close down all employees in the enterprise or part of the enterprise concerned and allow to those who are not then qualified for a full entitlement to annual leave for 12 months continuous service, paid leave on a proportionate basis at the appropriate rate of wage as prescribed in subclauses 7.1.3 and 7.1.4 for 2.923 hours for each 38 ordinary hours worked.
- (b) An employee who has then qualified for a full entitlement to annual leave for 12 months continuous service and has also completed a further week or more of continuous service, shall be allowed leave, and shall, also be paid at the appropriate rate of wage as prescribed by subclauses 7.1.3 and 7.1.4 hereof for 2.923 hours for each 38 ordinary hours worked since the close of the employee's last 12 monthly qualifying period.
- (c) The next 12 monthly qualifying period for each employee affected by such close down shall commence from the day on which the enterprise or part of the enterprise concerned, is re opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this subclause is deemed to be time of service in the next 12 monthly qualifying period.
- (d)
 - (i) The employer may close down the enterprise or part of the enterprise for one or two separate periods for the purpose of granting annual leave.
 - (ii) If the employer closes down the enterprise or part of the enterprise in two separate periods one of these periods shall be for a period of at least 14 consecutive days including non working days.
 - (iii) The employer and the majority of employees concerned may agree to the annual leave being taken in three close downs provided that one of these periods will be a period of at least 14 days including non working days.
- (e) The employer may close down the enterprise or part of it for a period of at least 14 days including non working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

7.2 - LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

7.3 - SICK LEAVE

7.3.1 Amount of Paid Sick Leave

An employee on weekly hiring who is absent from his/her work on account of personal illness, or on account of injury by accident arising out of and in the course of his/her employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- (a) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

- (b) He/she shall, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence inform the employer of his/her inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee shall inform the employer within 24 hours of such absence.
- (c) An employee shall prove to the satisfaction of his/her employer that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (d) **First Year of Employment** - An employee shall not be entitled during his/her first year of any period of service with an employer to leave in excess of five days of ordinary working time or in cases where he/she normally works more than 8 ordinary hours in any day, he/she shall not be entitled to leave in excess of 40 hours of ordinary working time. Provided further that during the first five months of the first year of a period of service with an employer he/she shall be entitled to sick leave which shall accrue on a pro rata basis of one day of ordinary working time for each month of service completed with that employer to a maximum of 40 ordinary hours. On application by the employee during the sixth month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first five months and in respect of which payment was not made.
- (e) **Second or Subsequent Years of Employment** - An employee shall not be entitled during the second or subsequent year of any period of service with an employer to leave in excess of 8 days of ordinary working time or in excess of 64 hours of ordinary working time in the case of an employee who normally works more than 8 ordinary hours of any day.

7.3.2 Single Day Absences

In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he/she has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in his/her, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident. However, an employer may agree to accept from the employee a statutory declaration, stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident in lieu of a certificate of a duly qualified medical practitioner as prescribed by this subclause.

7.3.3 Accumulation of Sick Leave

Sick leave shall accumulate from year to year so that any balance of the period specified in 7.3.1 (d) and (e) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of twelve years but for no longer from the end of the year in which it accrues.

7.3.4 Attendance at Hospital, etc

Notwithstanding anything contained in 7.3.1 of this clause an employee suffering injury through an accident arising out of and in the course of his/her employment (not being an injury in respect of which he/she is entitled to workers' compensation) necessitating his/her attendance during working hours on a doctor, chemist or trained nurse, or at a hospital shall not suffer any deduction from his/her pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.

7.3.5 Year of Service

Year of service for the purpose of this clause means the period between the date of commencement in employment in any year and the anniversary of the commencement of employment in the next year.

7.3.6 Broken Service

- (a) If an employee is terminated by his/her employer and is re engaged by the same employer within a period of six months then the employee's unclaimed balance of sick leave shall continue from the date of re engagement.

- (b) In such a case the employee's next year of service will commence after a total of twelve months has been served with that employer excluding the period of interruption in service from the date of the commencement of the previous period of employment on the anniversary of the commencement of the previous period of employment, as the case may be.

7.4 - PERSONAL/CARERS LEAVE

7.4.1 Use of Sick Leave

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph 7.4.1(c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in 7.3 - Sick Leave for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employees shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this 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.
- (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 persons relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

7.4.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of 7.4.1 who is ill.

7.4.3 Use of Annual Leave

- (a) An employee may elect with the consent of the employer, subject to clause 7.1 - Annual Leave, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

7.4.4 Use of Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

7.4.5 Use of 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.

7.4.6 Use of 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.

7.4.7 Bereavement Leave

- (a) An employee, other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed for in 7.4.1(c), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave. If required by the employer, the employee will provide to the satisfaction of the employer, proof of death.
- (c) 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.
- (d) Bereavement leave may be taken in conjunction with other leave available under 7.4.1, 7.4.2, 7.4.3, 7.4.4, 7.4.5 and 7.4.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

7.5 - JURY SERVICE

Summary

Full time and part time employees attending for jury service are entitled to have their pay made up to what they would have received for working ordinary time. Employees must provide proof of attendance.

- 7.5.1 A full time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 7.5.2 Where a part time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with Clause 7.5.1.
- 7.5.3 An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

7.6 - PARENTAL LEAVE

See *Industrial Relations Act 1996 (NSW)*.

7.7 - PUBLIC HOLIDAYS

Summary

This clause describes an employee's (other than a casual employee) public holiday entitlements.

Full time employees are generally entitled to 11 specified public holidays per year without loss of pay.

Other days can be substituted for any of the specified days by agreement between the employer and employees.

7.7.1 Prescribed Holidays

- (a) A full time employee under this award is entitled to the following public holidays, without loss of pay:

New Year Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Labour Day or Eight Hours' Day
Christmas Day
Boxing Day

Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

- (b) In addition to the public holidays prescribed in 7.7.1(a), full time employees are entitled to the Tuesday immediately following Easter Monday as an additional public holiday without loss of pay but if that Tuesday is a gazetted or Proclaimed Public Holiday then on another day mutually agreed between the employer and the employee. The additional holiday is not cumulative and must be taken within each calendar year.

(c) **Part time Employees**

Refer to 4.2.4(e) to determine the public holiday entitlements of part time employees.

(d) **Substitution of Public Holidays by Agreement at the Enterprise**

- (i) By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- (ii) An employer and individual employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.

(e) In addition to the days described in 7.7.1(a) and 7.7.1(b), any special days appointed by gazettal as a public holiday throughout the State shall be deemed to be a public holiday for the purposes of this Award.

7.7.2 Payment for Time Worked on a Public Holiday

(a) **Payment for Time Worked by Continuous Shift Workers on a Public Holiday**

- (i) Refer to 6.2.4(a) to determine the pay entitlements of continuous shift workers working on rostered shifts which fall on a public holiday.
- (ii) Continuous shift workers required to work overtime on a public holiday shall be paid at double time. Refer to 6.4.10 and 6.4.11 to determine the rest break and meal allowance entitlements of continuous shift workers who work overtime on a public holiday.
- (iii) Continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.

(b) **Payment for Time Worked by Non continuous Shift Workers on a Public Holiday**

- (i) Refer to 6.2.4(b) to determine the pay entitlements of non continuous shiftworkers working on rostered shifts which fall on a public holiday.
- (ii) Non continuous shift workers required to work overtime on a public holiday shall be paid at double time and one half. The double time and a half is to be paid until the employee is relieved from duty. Refer to 6.4.10 and 6.4.11 to determine the rest break and meal allowance entitlements of non continuous shift workers who work overtime on a public holiday.
- (iii) Non continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.

(c) **Payment for Time Worked by Day Workers on a Public Holiday**

- (i) Day workers required to work on a public holiday shall be paid for a minimum of three hours work at double time and one half. The double time and a half is to be paid until the employee is relieved from duty.

7.7.3 Effect on Payment for Holidays if Absent on Working Day Before or After

Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, he or she will not be entitled to payment for the holiday.

7.7.4 Rostered Day Off Falling on Public Holiday

(a) Except as provided for in 7.7.4(b), where a full time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled to, at the discretion of the employer, either:

7 hours and 36 minutes pay at ordinary rates; or

7 hours 36 minutes added to his or her annual leave; or

a substitute day off on an alternative week day.

This shall not apply where the rostered day off falls on a Saturday or a Sunday.

- (b) (i) Where an employee has credited time accumulated (see 5.11.6), then such credited time should not be taken as a day off on a public holiday.
- (ii) If an employee is rostered to take credited time as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer shall allow the employee to take the time off on an alternative week day.
- (iii) Paragraphs (i) and (ii) above shall not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours. Paragraph 7.7.4(a) shall apply in such circumstances.

7.7.5 Public Holidays Falling During a Period of Annual Leave

Refer to 7.1.6.

SCHEDULE A - CLASSIFICATION DEFINITIONS

1.1 CLASSIFICATION STRUCTURE

Classification Number	Classification Title	Minimum Training Requirement	Wage Relativity to C10 after full minimum rate and broadbanding adjustments
C1	Professional Engineer Professional Scientist	Degree	180/210%
C2(b)	Principal Technical Officer	15 modules in addition to National Advanced Diploma or equivalent	150%
C2(a)	Leading Technical Officer Principal/Trainer/Supervisor/Co-ordinator	<ul style="list-style-type: none"> · 7 modules in addition to National Advanced Diploma · AQF 6 National Advanced Diploma - with 15 modules minimum in supervision/training or equivalent 	150%
C3	Engineering Associate - Level II	AQF 6 National Advanced Diploma or equivalent	145%
C4	Engineering Associate 3rd year of - Level 1	22 Modules towards National Advanced Diploma or equivalent	135%

Classification Number	Classification Title	Minimum Training Requirement	Wage Relativity to C10 after full minimum rate and broadbanding adjustments
C5	Engineering Technician - Level V Advanced Engineering Tradesperson Level II	AQF 5 - National Diploma or 15 modules towards National Advanced Diploma or equivalent	130%
C6	Engineering Technician - Level IV Advanced Engineering Tradesperson Level 1	12 modules towards National Diploma or National Advanced Diploma or equivalent	125%
C7	Engineering Technician Level III Engineering Tradesperson - Special Class Level II	<ul style="list-style-type: none"> · AQF Level 4 National Certificate · 9 modules towards National Diploma or National Advanced Diploma · 3 appropriate modules in addition to C8 or equivalent 	115%
C8	Engineering Technician - Level II Engineering Tradesperson - Special Class Level I	<ul style="list-style-type: none"> · Higher Engineering Tradesperson or · 3 appropriate modules in addition to C9 or · 6 modules towards national Diploma or National Advanced Diploma or equivalent 	110%
C9	Engineering Technician - Level I Engineering Tradesperson - Level II	<ul style="list-style-type: none"> · 3 appropriate modules in addition to C10 or · 3 modules towards National Diploma or National Advanced Diploma or equivalent 	105%
C10	Engineering Tradesperson - Level 1 Production Systems Employee	Trade Certificate or Engineering Production Certificate III or equivalent	100%
C11	Engineering/Production Employee - Level IV	Engineering Production Certificate II or equivalent	92.4%

Classification Number	Classification Title	Minimum Training Requirement	Wage Relativity to C10 after full minimum rate and broadbanding adjustments
C12	Engineering/Production Employee - Level III	Engineering Certificate I Production	87.4%
C13	Engineering/Production Employee Level II	In-house training	82%
C14	Engineering/Production Employee Level I	Up to 38 hours induction training	78%

Trainer/Supervisor/Coordinator

Level I - 122% of the highest rate paid to those supervised.

Level 2 - 115% of the highest rate paid to those supervised.

1.2 CLASSIFICATION DEFINITIONS

Note: The following classification definitions should be read in conjunction with:

- the stream and field definitions in subclause 1.4.2 and 1.4.5 respectively;
- the definitions of "or equivalent", "work within the scope of this level" and "Engineering Associate" at the end of this Schedule;
- the National Metal and Engineering Competency Standards Implementation Guide especially Table 2 of that Guide which shows the alignment between old and new titles under the Australian Qualifications Framework. For example Advanced Certificates are now known as National Diplomas and Associate Diplomas as National Advanced Diplomas.

Trainer/Supervisor/Coordinator - Level I

A Trainer/Supervisor/Coordinator - Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed 9 modules of training in supervision and/or training.

Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification consistent with 6.5.2 of the Implementation Guide until such times as competency standards for this level are finalised.

Trainer/Supervisor/Coordinator - Level II

A Trainer/Supervisor/Coordinator - Level II is an employee who is responsible for supervision and/or training of Trainers/Supervisors/Coordinators - Level I. Such an employee has completed 15 modules of training in supervision and/or training.

Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification consistent with 6.5.2 of the Implementation Guide until such times as competency standards for this level are finalised.

WAGE GROUP: C14

Engineering/Production Employee - Level I

An Engineering/Production Employee - Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training:

- (i) performs general labouring and cleaning duties
- (ii) exercises minimal judgement
- (iii) works under direct supervision; or
- (iv) is undertaking structured training so as to enable them to work at the C13 level.

WAGE GROUP: C13

Engineering/Production Employee - Level II

An Engineering/Production Employee - Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of his/her skills, competence and training.

- (i) Works in accordance with standard operating procedures and established criteria;
- (ii) Works under direct supervision either individually or in a team environment;
- (iii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (iv) Understands and utilises basic statistical process control procedures;
- (v) Follows safe work practices and can report workplace hazards.

WAGE GROUP: C12

Engineering/Production Employee - Level III

An Engineering/Production Employee - Level III is an employee who has completed an Engineering Production Certificate I or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of his/her skills, competence and training.

- (i) Is responsible for the quality of his/her own work subject to routine supervision;
- (ii) Works under routine supervision either individually or in a team environment;
- (iii) Exercises discretion within his/her level of skills and training;
- (iv) Assists in the provision of on the job training.

WAGE GROUP: C11

Engineering/Production Employee - Level IV

An Engineering/Production Employee - Level IV is an employee who has completed an Engineering Production Certificate II or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of his/her skills, competence and training.

- (i) Works from complex instructions and procedures;
- (ii) Assists in the provision of on-the-job training;
- (iii) Co-ordinates work in a team environment or works individually under general supervision;
- (iv) Is responsible for assuring the quality of his/her own work.

WAGE GROUP: C10

Engineering Tradesperson - Level I

An Engineering Tradesperson - Level I is an employee who holds a trade certificate or tradespersons rights certificate as an:

- (i) Engineering Tradesperson (Mechanical) - Level I;
- (ii) Engineering Tradesperson (Fabrication) - Level I;
- (iii) or equivalent

and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

An Engineering Tradesperson - Level I works above and beyond an employee at C11 and to the level of his/her skills, competence and training.

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal and communications skills;
- (iii) Exercises keyboard skills at a level higher than C11;
- (iv) Exercises discretion within the scope of this classification level;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Operates lifting equipment incidental to his/her work;
- (vii) Performs non-trade tasks incidental to his/her work;
- (viii) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (ix) Able to inspect products and/or materials for conformity with established operational standards.

Production Systems Employee

A Production Systems Employee is an employee who, while still being primarily engaged in Engineering /Production work applies the skills acquired through the successful completion of a certificate III level qualification or equivalent in the production, distribution, or stores functions.

A Production Systems Employee is an employee who has completed an Engineering Production Certificate III or equivalent so as to enable the employee to perform work within the scope of this level.

A Production Systems Employee works above and beyond an employee at C11 and to the level of his/her skills, competence and training

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal communications skills;
- (iii) Exercises discretion within the scope of this classification level;
- (iv) Exercise keyboard skills at a level higher than C11;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Able to inspect products and/or materials for conformity with established operational standards.

WAGE GROUP: C9

Engineering Tradesperson - Level II

Engineering Technician - Level I

An Engineering Tradesperson - level II is an:

- (i) Engineering Tradesperson (Mechanical) - Level II; or
- (ii) Engineering Tradesperson (Fabrication) - Level II:

who has completed the following training requirements:

- (i) Three appropriate modules in addition to the training requirements of C10 level; or
- (ii) Three appropriate modules towards a National Diploma; or
- (iii) Three appropriate modules towards an Advanced Diploma; or equivalent.

An Engineering Tradesperson - Level II works above and beyond a tradesperson at C10 and to the level of his/her skills and competence and training performs work within the scope of this level.

- (i) Exercises discretion within the scope of this classification;
- (ii) Works under limited supervision either individually or in a team environment;
- (iii) Understands and implements quality control techniques;
- (iv) Provide trade guidance and assistance as part of a work team;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level I

An Engineering Technician - Level I is an employee who has the equivalent level of training of a C9 Engineering Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level I are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged on routine tasks in the technical fields.

WAGE GROUP: C8

Engineering Tradesperson - Special Class Level I

Engineering Technician - Level II

A Special Class Engineering Tradesperson - Level I means a:

- (i) Special Class Engineering Tradesperson (Mechanical) - Level I; or
- (ii) Special Class Engineering Tradesperson (Fabrication) - Level I;
- (iii) Higher Engineering Tradesperson

who has completed the following training requirement:

- (i) Six appropriate modules in addition to the training requirements of C10 level; or
- (ii) Six appropriate modules towards a National Diploma; or
- (iii) Six appropriate modules towards an Advanced Diploma;
- (iv) a Higher Engineering Tradesperson apprenticeship; or equivalent.

An Engineering Tradesperson Special Class - Level I works above and beyond a tradesperson at C9 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Provides trade guidance and assistance as part of a work team;
- (ii) Assists in the provision of training in conjunction with supervisors and trainers;
- (iii) Understands and implements quality control techniques;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level II

An Engineering Technician - Level II is an employee who has the equivalent level of training of a C8 Engineering Tradesperson Special Class - Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level II are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at C9 under the supervision of technical or professional staff.

WAGE GROUP: C7

Engineering Tradesperson - Special Class Level II

Engineering Technician - Level III

A Special Class Engineering Tradesperson - Level II means a:

- (i) Special Class Engineering Tradesperson (Mechanical) - Level II; or
- (ii) Special Class Engineering Tradesperson (Fabrication) - Level II.

who has completed the following training requirement:

- (i) Three appropriate modules in addition to the requirements of C8 level; or
- (ii) Nine appropriate modules towards an Advanced Certificate; or
- (iii) Nine appropriate modules towards an Associate Diploma;
- (iv) an AQF Level 4 National Certificate; or equivalent.

An Engineering Tradesperson - Special Class Level II works above and beyond a tradesperson at C8 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Is able to provide trade guidance and assistance as part of a work team;
- (ii) Provides training in conjunction with supervisors and trainers;
- (iii) Understands and implements quality control techniques;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

NB: The AQF 4 National Certificate referred to in this definition is not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to this level.

Engineering Technician - Level III

Engineering Technician - Level III is an employee who has the equivalent level of training of a C7 - Engineering Tradesperson Special Class Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level III are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional staff;

WAGE GROUP: C6

Advanced Engineering Tradesperson - Level I

Engineering Technician - Level IV

An Advanced Engineering Tradesperson - Level I means an:

- (i) Advanced Engineering Tradesperson (Mechanical) - Level I; or
- (ii) Advanced Engineering Tradesperson (Fabrication) - Level I who has completed:
 - 12 appropriate modules of a National Diploma; or
 - 12 appropriate modules of an Advanced Diploma; or equivalent.

An Advanced Engineering Tradesperson - Level I works above and beyond a tradesperson at C7 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Undertakes quality control and work organisation at a level higher than for C7;
- (ii) Provides trade guidance and assistance as part of a work team;
- (iii) Assists in the provision of training to employees in conjunction with supervisors/trainers;

- (iv) Works under limited supervision either individually or in a team environment;
- (v) Prepares reports of a technical nature on specific tasks or assignments;
- (vi) Exercises broad discretion within the scope of this level;
- (vii) Operates lifting equipment incidental to his/her work;
- (viii) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level IV

An Engineering Technician - Level IV is an employee who has the equivalent level of training of a C6 - Advanced Engineering Tradesperson Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level IV are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional staff

WAGE GROUP: C5

Advanced Engineering Tradesperson - Level II

Engineering Technician - Level V

An Advanced Engineering Tradesperson - level II means an:

- (i) Advanced Engineering Tradesperson (Mechanical) - Level II; or
- (ii) Advanced Engineering Tradesperson (Fabrication) - Level II who has completed:
 - A National Diploma; or
 - 15 modules or 2nd year part time of an Advanced Diploma; or Equivalent

An Advanced Engineering Tradesperson - Level II works above and beyond a tradesperson at C6 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Provides technical guidance or assistance within the scope of this level;
- (ii) Prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
- (iii) Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out his/her task;
- (iv) Assists in the provision of on-the-job training in conjunction with supervisors and trainers;
- (v) Operates lifting equipment incidental to his/her work; .
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level V

An Engineering Technician - Level V is an employee who has the equivalent level of training of a C5 - Advanced Engineering Tradesperson Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level V are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at level C6.

WAGE GROUP: C4

Engineering Associate - Level I

An Engineering Associate - Level I means an employee who works above and beyond a technician at level C5 and has successfully completed third year part-time (or 22 modules) of an Advanced Diploma or equivalent and is engaged in:

- (i) Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- (ii) Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

WAGE GROUP: C3

Engineering Associate - Level II

An Engineering Associate - Level II means an employee who works above and beyond an Engineering Associate at level C4 and has successfully completed an advanced diploma or the equivalent level of accredited training and is engaged in:

- (i) Performing draughting, or planning or technical duties which require the exercise of judgment and skill in excess of that required by an engineering associate at level C4; or
- (ii) Possesses the skills of an Engineering Associate - Level I in a technical field and exercises additional skills in a different technical field as defined.

WAGE GROUP: C2(a)

Leading Technical Officer

Principal Engineering Trainer/Supervisor/Coordinator

Leading Technical Officer means an employee who works above and beyond an Engineering Associate - Level II at level C3 and has successfully completed seven modules in addition to an advanced diploma or equivalent. An employee at C2(a) is able to perform or coordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgement and/or skill in excess of that required of an Engineering Associate - Level II.

Principal Engineering Trainer/Supervisor/Coordinator

Principal Engineering Trainer/Supervisor/Coordinator means a Trainer/Supervisor/ Coordinator who has completed a National Advanced Diploma of which 15 modules are supervision/training modules or equivalent and who when engaged at this level:

- (i) Possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
- (ii) Possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise;

Indicative of the tasks which an employee at this level may perform are as follows:

- Plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;
- Plans and directs the work of engineering/production employees especially in new work organisation environments, eg, group work arrangements, CIM production techniques.

WAGE GROUP: C2(b)

Principal Technical Officer

A Principal Technical Officer works above and beyond an employee at the C2a level and who has successfully completed fifteen modules of accredited training in addition to an advanced diploma or equivalent. Within organisational policy guidelines and objectives a principal technical officer:

- (i) Performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgement;
- (ii) Looks after and is responsible for projects and coordinating such projects with other areas of the organisation as required by the operation of the organisation;

- (iii) Is responsible for the coordination of general and specialist employees engaged in projects requiring complex and specialised knowledge;
- (iv) Plans and implements those programs necessary to achieve the objectives of a particular project;
- (v) In the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the company's operation;
- (vi) Operates within broad statements of objectives without requiring detailed instructions; or
 - (i) Performs work at the above level of skill in a particular technical field;
 - (ii) Has as the overriding feature of his/her employment the ability to perform creative, original work of a highly complex and sophisticated nature;
 - (iii) Provides specialised technical guidance to other employees performing work within the same technical field.

"Or equivalent"

Where it appears in these classification definitions, the phrase "or equivalent" means:

- (i) Any training which a registered provider (eg. TAFE), or by a State Recognition authority which has been recognised as equivalent to an accredited course which the Manufacturing Engineering and Related Services Industry Training Advisory Body (MERSITAB) recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications

OR

- (ii) Where competencies meet the requirements set out in the MERSITAB competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.

"Work within the scope of this level"

Where it appears in these classification definitions, the phrase "work within the scope of this level" means:

1. For an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the enterprise selected in accordance with the Implementation Guide. Competencies selected must be MERSITAB competency standards.
2. Where an employee has a qualification, section 5.1.3(c)(ii) of this Award should be followed.

Engineering Associate

Where it appears in these classification definitions, the phrase "Engineering Associate" is defined as a generic term which includes technical officers in a wide range of disciplines including laboratories and quality assurance; draughting officers; planners and other para-professionals.

1.3 COMPARATIVE SCHEDULE OF OLD CLASSIFICATIONS AND NEW BROADBAND WAGE LEVELS

General Engineering (Including Window-Frame and Agricultural Implement Making)

1.	Assembler - window frame making - (non-tradesman)	C12
2.	Brass finisher - (tradesman)	C10
3.	Brass finisher - 2nd class	C12
4.	Engraving machinist - 1st class	C10
5.	Fitter	C10
5A.	Fitter employed by Rothmans of Pall Mall (Aust.) Ltd	C10

6.	Fitter, agricultural non-tradesman	C12
7.	Fitter, turbine blade	C10
8.	Hand engraver (NSW only)	C9
9.	Inspector	C9
10.	Key-seating machinist	C12
11.	Locksmith	C10
12.	Machine setter	C10
13.	Machinist - 1st class	C10
14.	Machinist - 2nd class	C12
15.	Machinist - 3rd class	C13
16.	Marker off (ie., a fitter, the greater part of whose time is occupied in marking-off)	C9
17.	Mechanical tradesperson special class	C8
18.	Motor cycle mechanic	C11
19.	Motor mechanic and/or marine mechanic	C10
20.	Motor tuner & tester	C10
21.	Mould polisher	C13
22.	Patternmaker	C9
23.	Pipe fitter (low pressure work)	C12
23A.	Plant mechanic	C10
24.	Process worker	C13
25.	Refrigeration mechanic	C10
26.	Safe maker and/or repairer (Security work)	C10
27.	Scalemaker and/or adjuster	C10
28.	Scientific instrument maker	C9
29.	Shipwright-boatbuilder	C10

30.	Toolmaker	C9
31.	Turner	C10
32.	Wet stone grinder and glazer (tradesman)	C10

Division B - Smithing

33.	Angle iron smith	C10
34.	Annealer and/or case hardener	C11
35.	Blacksmith's machinist	C13
36.	Brass smith	C10
37.	Coppersmith	C10
38.	Forger and/or faggoter	C9
39.	Forge furnanceman	C11
40.	Heat treater - not subject to plant metallurgical Supervision	C9
41.	Heat treater	C10
42.	Heat treater - operative (as defined)	C12
43.	Smith, other	C10
44.	Tilter	C12
45.	Toolsmith	C10

Division C - Boilermaking & Steel Construction

46.	Boilermaker and/or structural steelworker	C10
47.	Plate setter and frame bender	C10
48.	Angle iron smith and/or boilersmith	C10
49.	Welder electric - 1st class	C10
50.	Welder oxy acetylene - 1st class	C10
51.	Cutter oxy acetylene - 1st class	C10
52.	Marker off and/or template maker	C9

Division D - Welding

53.	Welder - special class (as defined)	C9
54.	Welder - 1st class	C10
55.	Welder - 2nd class	C12
56.	Welder - 3rd class	C13
57.	Welder - Tack	C13

Division E - Electroplating

58.	Electroplater - 1st class	C10
59.	Electroplater - 2nd class	C12
60.	Electroplater - 3rd class	C13
61.	Polisher - 1st class	C11
62.	Polisher - other	C12

Division F - Sheet Metal**(a) Sheet Metal Section**

63.	Sheet metal worker - 1st class	C10
64.	Sheet metal worker - 2nd class	C12
65.	Die setter	C13
66.	Die setter - press operator working from blue prints or plans	C11
67.	Drop hammer stamper	C13
68.	Guillotine operator (as defined)	C11
69.	Guillotine operator - other	C13
70.	Guttering machinist	C13
71.	Power machinist - not otherwise specified	C13
72.	Press operator - heavy	C13
73.	Press operator - light	C13
74.	Solderer and dipper	C13
75.	Spinner - 1st class	C11

- | | | |
|-----|--------------------------------|-----|
| 76. | Spinner - other | C13 |
| 77. | Process worker (all divisions) | C13 |

(b) Canister Maker Section

- | | | |
|-----|--|-----|
| 78. | Canister maker by hand and riveter by hand | C13 |
| 79. | Die setter and/or machine setter and/or Leading press hand | C12 |
| 80. | Operator of power capping machines or metal pots on automatic machines | C13 |
| 81. | Operator of other power presses and other power machines | C13 |
| 82. | Solder and dipper | C13 |

Division G - Metal Ceiling Fixing

- | | | |
|-----|---------------------------------|-----|
| 83. | Ceiling fixer - 1st class | C10 |
| 84. | Metal ceiling fixer - 2nd grade | C12 |

Division H - Galvanising

- | | | |
|-----|------------------------------------|-----|
| 85. | Assistant - working over metal pot | C13 |
| 86. | Galvaniser | C12 |
| 87. | Pickler | C13 |
| 88. | Tinner and grease tinner | C12 |

Division I - Painting

- | | | |
|-----|---|-----|
| 89. | Spray painter - on both prime and finishing coats | C12 |
| 90. | Spray Painter - on one coat | C12 |
| 91. | Silk screen maker | C12 |
| 92. | Silk Screen operator | C13 |
| 93. | Dipper | C13 |

Division J - Porcelain Enamelling

(a) Wet

94.	Fireman	C13
95.	Fuser	C12
96.	Fuser's assistant	C13
97.	Fuser on medallions, badges or buckles	C13
98.	Inspector - other (ie. One who inspects finished enamel work as to quality)	C13
99.	Inspector - other	C13
100.	Mill hand and mixer	C13
101.	Packer and/or despatch	C12
102.	Pickler	C13
103.	Racksman	C13
104.	Sand and shot blaster	C12
105.	Sprayer - grip and/or colour coats	C12
106.	Swiller, gripper and brusher	C13

(b) Dry

107.	Checker	C13
108.	Dresser - not using portable machines	C13
109.	Dresser - using portable machines	C12
110.	Duster	C10
111.	Duster's assistant	C12
112.	Fireman	C13
113.	Gripper - brush	C13
114.	Gripper - spray	C13
115.	Mill hand and mixer	C12

116.	Packer and/or despatcher	C12
117.	Painter - brush	C13
118.	Painter - spray	C13
119.	Shot and sandblast dresser	C12

Division K - Stovemaking

120.	Blacksmith (repetition stove)	C13
121.	Box fitter on repetition work	C13
122.	Checker	C13
123.	Coppersmith on wash coppers and side boilers for stoves - (hand)	C12
124.	for stoves - (machines)	C13
125.	Coppersmith - (jobbing)	C10
126.	Employee delivering material to fitters and taking finished articles from fitters	C13
127.	Employee engaged directly assisting workmen whose margins are \$4.60 or more	C13
128.	Employee engaged directly assisting workmen whose margins are \$4.60 or more - foundry	C13
129.	Fitter making, repairing, setting or installing cooking stoves, ovens, gas or electric stoves over 1.5 metres in width and/or other heating and cooking appliances customarily used in cafes, kitchens, restaurants, hotels and shops and produced by jobbing methods	C11
130.	Fitter making, repairing, assembling, reassembling, setting installing or testing cooking stoves, ovens, gas or electric stoves over 1 metre and up to 1.5 metres in width	C12
131.	Fitter making, repairing, assembling, reassembling, setting installing or testing cooking stoves, ovens, gas or electric stoves over 1 metre or under in width	C13
132.	Fitter making and assembling Regina and/or Empress stoves	C13
133.	Furnaceman	C12
134.	Furnaceman's assistant	C13
135.	Gas stove adjuster (outside work)	C11
136.	Grinder and dresser	C13

137.	Grinder and dresser - (foundry)	C12
138.	Jobbing moulder and/or coremaker	C10
139.	Metallic enameller	C12
140.	Painter - brush	C13
141.	Pattern fitter and pattern filer	C12
142	Plater and machiner moulder and/or coremaker:	
	First six months	C13
	Second six months	C13
	Third six months	C12
	Thereafter	C12
	Experience for the purpose of calculating the rates payable to plate and machine moulders and/or coremakers shall include all experience as a moulder or a coremaker, jobbing or machine, as the case may be, either as a junior or as an adult.	
143.	Storeman	C12
144.	Packer and/or despatcher	C12

Division M - Silverplate Ware

145.	Silverplate tradesman (as defined)	C10
146.	Drop-hammer stamper - who puts in die and makes force	C11
147.	Assembler - as defined	C12

Division AD - Industrial Instrumentation

148.	Instrument tradesman	C9
149.	Instrument tradesman - Complex system	C8
150.	Instrumentation and Control tradesman	C6

SCHEDULE B
METAL AND ENGINEERING INDUSTRY (NEW SOUTH WALES) INDUSTRIAL COMMITTEE
Industries and Callings

Section 1

All persons employed in the industries and callings of aircraft engineers, aircraft mechanics (wood and metal), assemblers (agricultural and coachmakers, rail), assemblers of motor chassis (not including engines or gearing, mudguards or valance), angle-iron smiths, blacksmiths, brass finishers, polishers of any metal working in conjunction with brass finishers, borers, blacksmiths, machinists, bulldozers, bradley hammersmiths, coppersmiths, coppersmiths' machinists, chainsmiths, cycle mechanics (including liners, writers and enamellers, wheel builders, filers and/or cleaners), drillers, die sinkers, drop hammersmiths, engineers, electric welders, fitters, forgers and/or faggoters, forge furnacemen, forging machinists, gauge makers, grinders, hydraulic press machinists, key-way cutters, locksmiths, lift maintainers, lappers, millers (general or universal), markers-off, machinists making nuts, bolts and/or dog spikes, metal sawyers, motor mechanics, motor cycle mechanics, motorsmiths, oliversmiths, oxy-acetylene operators, patternmakers, punching machinists, planers, power-press machinists, pipefitters, rolling stocksmiths, springmakers, springsmiths, spring fitters, slotters, shapers, shift engineers, scientific instrument makers, shearing machinists, springmakers, machinists, screwing machinists, shipwright-boatbuilders, shipsmiths, safe makers, scale makers and/or adjusters, turret lathe turners, turners, toolsmiths, toolmakers, traversing drillers, tapping machinists, turners and testers (motor vehicles), wet stone grinders and/or glaziers, sewing machine mechanics, and all other machine men and mechanics or similar classes engaged in the engineering, locomotive, shipbuilding, rolling stock, agricultural, iron trades or any other industry excepting boilermakers, metal moulders, tinsmiths, sheet iron workers in all branches, and ironworkers, assistants in the State, excluding the County of Yancowinna;

Section 2

Boilermakers and iron shipbuilders, and in connection with such industries, all oxy-acetylene and electric welders, and makers or repairers of iron and steel wagons and or iron and steel carriages, other than those engaged in the work usually done by carriage and wagon builders in the State, excluding the County of Yancowinna

Section 3

Tinsmiths, canister makers, sheet iron workers, sheet metal workers, tin box makers and in connection with such industries, oxy-acetylene welders and galvanisers and tinner, and persons employed in association with such galvanisers and tinner; and electroplaters (excepting electroplaters, other than those in outside jobbing shops, engaged in the making or repairing of articles customarily made or repaired by stove, oven and grate makers), bronzers, oxidisers, metal polishers (other than makers and stampers or electroplated ware, and their assistants), in the State, excluding the County of Yancowinna;

Section 4

All persons employed in or in connection with painting, colouring, varnishing, japanning, lacquering or enamelling in the manufacture of articles of sheet metal (10-gauge and under) or cast metal including those made for use as household utensils, office and travelling requisites, builders' ironmongery, and toys, in the State, excluding the County of Yancowinna;

Section 5

Metal ceiling employees and sheet metal fixers in the State, excluding the County of Yancowinna;

Section 6

Stove, oven and grate makers and repairers who in such industry (and as distinct from other craftsmen and their assistants, who sometimes do the work as part of their particular craft) make, repair or install articles customarily made, repaired or installed in the stove, oven and grate making industry, such as carving tablers, bainmaries, hot press, cast stock pots, jacketed pans, and all other such steam cooking gear, stoves, ranges, grates, hot plates, gas fires, gas rings, wash coppers (rivetted or brazed), toasters, portable incinerators, copper cylinders, grills, gas grillers, range and stove canopies, flue pipes, pie ovens, plate racks, pot racks, tailor's geese, potts irons, sad irons, gas irons, electric irons, electric radiators, electric cookers or heaters (excepting the wiring, insulating or fitting of electric apparatus attached thereto), furnace doors, frames and grates, dampers for stoves, cooking ovens, ranges and metal flues thereof, brooder broilers, also metal piano frame makers, in the State, excluding the County of Yancowinna;

Section 7

All persons employed in the porcelain enamelling industry, and all persons employed in the manufacture or preparation of frit for use in the porcelain enamelling industry, including the porcelain enamelling of steel and iron plates and hollow-ware, baths, sinks, pipes, cisterns, household utensils and building material; and including dressers (other than dressers doing the first or rough dressing), blasters, firemen, picklers, packers, storemen, painters and labourers, in the State, excluding the County of Yancowinna.

Excepting employees of —

State Rail Authority of New South Wales;

Urban Transit Authority of New South Wales;

Roads and Traffic Authority;

The Water Board;

The Hunter District Water Board;

South Maitland Railways Pty Limited;

Southern Copper Pty Limited;

Metal Manufacturers Limited;

Incitec Pty Limited;

Australian Standard Cables Proprietary Limited, at Port Kembla;

The Broken Hill Proprietary Company Limited, at Newcastle;

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

Blue Circle Southern Cement Limited;

The Council of the City of Sydney;

The Council of the City of South Sydney;

The Council of the City of Newcastle;

Sydney Electricity;

The Northern Rivers County Council;

The Electricity Commission of New South Wales (Pacific Power);

The Australian Gas Light Company;

Australian Wire Industries Pty Limited, at its Newcastle Wiremill;

Australian Wire Industries Pty Limited at its Sydney Wiremill;

Sydney Harbour Bridge;

The United Dental Hospital of Sydney;

and excepting also employees —

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

In or about metalliferous and limestone mines, in or in connection with mining for minerals other than coal or shale, and in or about diamond and gem-bearing mines, mining dredges, ore sluicing processes, ore smelting, refining, treatment and reduction works;

and excepting employees within the jurisdiction of the following Industrial Committees —

John Lysaght (Australia) Limited Port Kembla;

John Lysaght (Australia) Limited Unanderra;

John Lysaght (Australia) Limited Newcastle;

Australian Wire Industries Proprietary Limited - Newcastle Ropery;
Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);
Tubemakers of Australia Limited, Yennora;
Tubemakers of Australia Limited, Newcastle;
Milk Treatment &c, and Distribution (State);
Cement Workers &c. (State);
County Councils (Electricity Undertakings) Employees;
Shortland County Council;
University Employees &c. (State);
Municipal and Shire Council Employees;
Shoalhaven Scheme;
Crown Employees (Skilled Tradesmen);
Public Hospitals (Skilled Tradesmen);
University Building Maintenance Employees (State);
CSR (Pymont Refinery).