



TRANSPORT INDUSTRY - MIXED ENTERPRISES (STATE) AWARD

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SECTION I APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award shall be known as the Transport Industry – Mixed Enterprises Interim (State) Award.

3. DEFINITIONS

- 3.1 **Advanced Loader** shall mean an employee performing advanced loading duties, including the loading and unloading of goods on to or from road vehicles and/or rail trucks, stowing goods into or unstowing them from containers of all descriptions, checking and sorting goods in the depot, operating mechanical handling appliances where required, checking and sorting loads, and clerical duties, including the compilation of manifests and load summaries, associated with such work where required.
- 3.2 **Articulated Vehicle** shall mean a motor propelled vehicle used for the conveyance of goods or merchandise and the like and comprising two separate units, viz., a tractor and a semi-trailer.
- 3.3 **Casual Employee** shall mean an employee engaged by the day and paid by the day or at the conclusion of his casual employment.
- 3.4 **Conciliation Committee** shall mean the Transport Industry - Mixed Enterprises (State) Conciliation Committee.
- 3.5 **Courier** shall mean an employee who drives a vehicle and who is engaged in the delivery of documents, packages, etc., as part of a "courier service" as recognised in the industry covered by this award.
- 3.6 **Double Time** shall mean the employee's ordinary rate of pay plus 100 per cent.
- 3.7 **Driver** shall mean any person engaged to drive or control any type of vehicle specified in this award, irrespective of the person's other duties. This definition shall not exclude other duties (including delivery of goods) ordinarily performed by a driver.
- 3.8 **Extra Hand** shall mean a person who usually accompanies a driver on a vehicle to assist in loading, unloading, delivering, collecting and safeguarding goods, merchandise and the like being transported or to be transported.

- 3.9 **Leading Hand** shall mean an employee who, in addition to the employee's other duties, is required to direct the work and/or conduct, during working hours, of other employees.
- 3.10 **Loader** shall mean an employee usually engaged from time to time in the loading or unloading of any goods, wares, merchandise or materials on to or from any vehicle and work incidental to such loading and unloading including supervision of the work of other employees.
- 3.11 **Loader of Rail Trucks** shall mean an employee of a manufacturer usually engaged in loading and unloading rail trucks in a siding on the employer's own premises and whose work does not include any clerical or supervisory duties.
- 3.12 **Manufacturer's Gross Vehicle Mass (GVM)** shall mean the mass of a motor wagon and its load as specified by the manufacturer. It may be ascertained by reference to the model specification plate attached to the vehicle or, failing this, by reference to the Roads and Traffic Authority, the manufacturer of the motor wagon or his agent.
- 3.13 **Motor Wagon** shall mean a motor propelled vehicle used for the conveyance of goods or merchandise and the like and so constructed that the portion containing the motive power and the load carrying portion form one rigid unit.
- 3.14 **Ordinary Rate** shall mean the employee's ordinary time rate of pay, which the employee is entitled to receive for work performed in ordinary working hours.
- 3.15 **Other Agreed Starting Place** shall mean a place, other than the employer's yard, depot or garage, at which it is agreed between the employer and the employees affected such employees will be in attendance at the time or times fixed ready to commence work in ordinary working hours. Upon such agreement having been reached between the employer and the employees, as aforesaid, the employer shall forthwith notify the branch or sub-branch Secretary of the union of the location of such other agreed starting place.
- 3.16 **Rear End Steering** means any device, which forms part of an articulated vehicle or of a component of the trailing section of an articulated vehicle, which is used to control the direction of the rear-most end of such vehicle. Such device may be operated mechanically or hydraulically from an independent auxiliary power source or remotely by a mechanical linkage with another vehicle.

- 3.17 **Semi-trailer** shall mean that portion of an articulated vehicle on which goods or merchandise or the like are loaded and which is attached to and is hauled by a tractor and shall include vehicles known as low loaders, floats and jinkers.
- 3.18 **Steersperson** means a person engaged to operate a rear-end steering device whether as a member of the crew of the articulated vehicle or as the driver of another vehicle.
- 3.19 **Time and one-half** shall mean the employee's ordinary rate of pay plus 50 per cent.
- 3.20 **Tractor** shall mean that portion of a vehicle, not being a motor wagon, which provides the motive power.
- 3.21 **Trailer** shall mean a vehicle, not having its own motive power, attached by means of a drawbar to a motor wagon and hauled behind such motor wagon.
- 3.22 **Trainee (ATS)** shall mean an employee who is bound by a training agreement registered with the Industrial and Commercial Training Council of New South Wales in the areas of furniture removal and freight forwarding.
- 3.23 **Traineeship** shall mean a system under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Education College and the Industrial and Commercial Training Council of New South Wales.
- 3.24 **Training Agreement** shall mean an agreement for training registered with the Industrial and Commercial Training Council of New South Wales.
- 3.25 **Union** shall mean the Transport Workers' Union of Australia, New South Wales Branch.
- 3.26 **Yard person** shall mean an employee engaged in or about yards, depots or garages and whose duties shall include, if required, the washing and greasing of motor vehicles and other equipment and/or servicing of tyres.
- 3.27 **Year** shall mean the period from 1 July to 30 June, next following.

4. ANTI-DISCRIMINATION

4.1 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 and age.

4.2 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.

4.3 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.

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

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

4.4.2 offering or providing junior rates of pay to persons under 21 years of age;

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

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

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

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

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

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

5. AREA, INCIDENCE AND DURATION

- 5.1 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Transport Industry – Mixed Enterprises Interim (State) Award published 17 July 1992 (270 I.G. 550) as varied.
- 5.2 This award remains in force until varied or rescinded, the period for which it was made having already expired.
- 5.3 This award shall apply to employees of the classifications specified herein within the jurisdiction of the Transport Industry – Mixed Enterprises (State) Conciliation Committee.

6. LEAVE RESERVED

- 6.1 Leave is reserved for the parties to apply generally as they may be advised in respect of this award.
- 6.2 Leave is reserved for the Union to apply for an allowance for drivers required to drive and operate vehicles fitted with pressurised tanks.
- 6.3 Leave is reserved for the Union to apply for an allowance for drivers who are required to have a dangerous goods licence for the performance of their duties.
- 6.4 Leave is reserved for the Union to apply in Matter No. 704 of 1990 for an allowance for employees who are accredited driver/trainer assessors.
- 6.5 Leave is reserved for the Union to apply for a grading for chauffeurs.
- 6.6 Leave is reserved to the parties to apply as they may be advised in relation to classifications and rates of pay for drivers/operators of mobile cranes and/or ancillary plant.

SECTION II WAGES, ALLOWANCES AND HOURS OF EMPLOYMENT

7. WAGES

7.1 Division A - General Rates

7.1.1 Rates of Pay

Employees falling within this division shall be paid the rates of pay as set out in Table 1 Wages (Division A - General Rates), of Part B, Monetary Rates.

7.1.2 Classification Definitions

Transport Worker Grade One

Employees appointed to this grade may be required to perform any of the following functions for which they have been trained:

- Extra hand;
- Yardperson;
- Rider of a motorcycle;
- Rider or driver of a horse;
- Driver of a tow motor;
- Bicycle courier.

Employees appointed to this grade can also be required to perform occasional driving of vehicles for which a Class 1A driving licence is necessary, provided that it is incidental to the preceding functions.

Transport Worker Grade Two

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of two-axle rigid vehicles with a gross vehicle mass of up to 4.5 tonnes;
- Driver of forklifts with a capacity of up to 4.5 tonnes;
- Loader;
- Loader of rail truck.

Transport Worker Grade Three

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of two-axle rigid vehicles with a gross vehicle mass of over 4.5 tonnes;
- Driver of forklifts with a capacity of over 4.5 tonnes and up to 9 tonnes;
- Driver of a straddle truck.

Transport Worker Grade Four

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of three-axle rigid vehicles;
- Driver of forklifts with a capacity of over 9 tonnes and up to 15 tonnes.

Transport Worker Grade Five

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of four-axle rigid vehicles;
- Driver of articulated vehicles with a total of three axles;
- Driver of rigid vehicle-trailer combinations with a total of three axles;
- Driver of forklifts with a capacity of over 15 tonnes and up to 30 tonnes.

Transport Worker Grade Six

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of articulated vehicles with a total of four axles;
- Driver of rigid vehicle-trailer combinations with a total of four axles;
- Driver of forklifts with a capacity of over 30 tonnes and up to 60 tonnes.

Transport Worker Grade Seven

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of articulated vehicles with a total of five axles or six axles;
- Driver of rigid vehicle-trailer combinations with a total of five axles or six axles or seven axles;
- Driver of forklifts with a capacity of over 60 tonnes.

Transport Worker Grade Eight

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of double articulated vehicles (i.e., "B-double combination vehicles");
- Driver of rigid vehicle-triple trailer combinations (i.e., "road trains");
- Driver of gantry crane.

7.2 Division B - Ready-Mixed Concrete

Persons falling within this division shall be paid the additional amounts provided for as follows and set out in Table 2 Allowances (Division B - Ready Mixed Concrete Industry), of Part B.

7.2.1 Drivers of ready-mixed concrete agitator trucks

Employees who are engaged in the driving and/or operating of ready-mixed concrete trucks shall be paid an additional rate as set out in Item 1 of Table 2, up to a maximum amount per week as provided for in Item 2 of Table 2, subject to the following:

- 7.2.2 Such additional rate is in recognition of the skill and responsibility involved in assessing the slump and ingredients in accordance with the employer's requirements.

- 7.2.3 The additional rate shall only become payable to an employee who has had at least three months' service with the employee's current employer, and who is actually engaged in the delivery of concrete; provided that, in the case of an employee who has had prior experience in the driving and/or operating of ready-mixed concrete trucks, the additional rate shall be paid after one month's service with the employee's current employer.
- 7.2.4 Employees (other than agitator drivers) engaged in the delivery and/or placement of concrete the rate specified in Table 1 for Transport Worker Grade One and, in addition thereto, the amount specified in Item 3 of Table 2.

7.3 **Division C - Extra Payments**

- 7.3.1 Employees appointed as leading hands shall be paid the rate specified in Part B for the appropriate classification in this clause and, in addition thereto, the amount specified in Item 1 of Table 3 Allowances (Division C Extra Payments), of Part B.
- 7.3.2 Employees principally engaged in the collection of butchers' bones, fat, etc., shall be paid the rate specified in Part B for the appropriate classification in this clause and, in addition thereto, the amount specified in Item 2 of Table 3.
- 7.3.3 Employees driving more than one horse shall be paid the rate specified in Table 1 of Part B for a Transport Worker Grade One and, in addition thereto, the amount specified in Item 3 of Table 3, for each horse in addition to one.
- 7.3.4 Drivers of vehicles employed by the Roads and Traffic Authority shall be paid the additional amount specified in Item 4 of Table 3, whilst attending a compressor in connection with drilling machines in addition to their other duties.
- 7.3.5 Employees working in the open in forest locations and without amenities such as change rooms, lunch rooms, lockers, lavatories and washing facilities, shall be paid the additional amount specified in Item 5 of Table 3. This allowance is intended as compensation to cover the factors mentioned above and other factors such as working at isolated and undeveloped locations, difficult

terrain and undergrowth, exposure to extremes of heat, cold and wind, and wet, dusty and muddy conditions.

- 7.3.6 7.3.6.1 An employee who is engaged in driving a loaded motor wagon or articulated vehicle (excluding vehicles included in the definition of "Transport Worker Grade Eight" in subclause (ii) of Division A of this clause), which, together with its load, exceeds:
- 7.3.6.1.1 2.9 metres in width or 18.29 metres in length or 4.3 metres in height measured from the level shall be paid, in addition to all other rates payable, the amount as set out in Item 6 of Table 3 whilst so engaged, with a minimum payment of the amount as set out in Item 7 of Table 3;
 - 7.3.6.1.2 3.36 metres in width or 21.34 metres in length or 4.58 metres in height measured from ground level shall be paid, in addition to all other rates payable, the amount as set out in Item 8 of Table 3 whilst so engaged, with a minimum payment of the amount as set out in Item 9 of Table 3.
- 7.3.6.2 Where any load is being carried by an articulated vehicle which is equipped with rear-end steering, and a steersperson is engaged in addition to the tractor driver, then both the tractor driver and the steersperson shall be paid, in addition to all other rates payable, the amount as set out in Item 10 of Table 3 whilst so engaged, with a minimum payment of the amount as set out in Item 11 of Table 3. Provided, however, that this payment shall not be in substitution thereof. Provided further that the rates payable under this subclause shall not be taken into account in the calculation of overtime.
- 7.3.7 Drivers of vehicles equipped with sidestacking or sideloading devices, HIAB or similar type cranes, or any similar type of mechanical lifting device (excluding rear-lift tail-gates), shall be paid the rate specified in Part B for the appropriate classification in this clause and, in addition thereto, the amount as set out in Item 12 of Table 3.

7.3.8 Employees who are engaged in the removal or delivery of furniture, pianos, pianolas, refrigerators, iron safes, and similar articles, which have to be carried by the employees, shall be paid the rate specified in Part B for the appropriate classification in this clause and, in addition thereto, the amount specified in Item 13 of Table 3.

7.3.9 Employees engaged in the handling or transport of used diapers shall be paid, in addition to the rate specified in Part B for the appropriate classification, the amount as set out in Item 14 of Table 3 in the case of weekly employees, and the amount as set out in Item 15 of Table 3 in the case of casual employees.

7.4 Division D - Casual Employment

Casual employees shall be paid the rate specified in Part B for the appropriate classification specified in this clause and, in addition, 15 per cent of such rate.

8. HOURS OF EMPLOYMENT

8.1 Day Work:

8.1.1 Each employer shall elect either to observe the 38-hour week provisions contained in this clause, or, alternatively apply the same ordinary weekly hours of work (provided they are not less than an average of 38 hours per week) and the same method of implementation or situation prescribed for the majority of employees of the establishment in which they are working, provided that the same procedures established for minimising the cost impact of reduced hours for the majority of employees shall also apply.

8.1.2 The ordinary hours of work for employees shall be an average of 38 per week (exclusive of meal breaks) to be worked on one of the following bases:

8.1.2.1 38 hours within a work cycle not exceeding seven consecutive days; or

8.1.2.2 76 hours within a work cycle not exceeding fourteen consecutive days; or

8.1.2.3 114 hours within a work cycle not exceeding twenty-one consecutive days; or

- 8.1.2.4 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- 8.1.3 Subject to the exemptions hereinafter contained the ordinary hours of work shall not exceed 8 hours per day (exclusive of meal breaks) on any day, Monday to Friday, between the hours of 7.00 a.m. and 6.00 p.m.
- 8.1.4 The ordinary hours of work for employees engaged in the cartage of fruit and/or vegetables shall be limited to eight hours on any day, Monday to Friday, inclusive, between the hours of 6.00 a.m. and 4.30 p.m.
- 8.1.5 Employees who are employed in the cartage of laundry and/or dry cleaning may work between the hours of 6.00 a.m. and 6.00 p.m.
- 8.1.6 The ordinary hours of work for chauffeurs/drivers of vehicles used for the purpose of carrying person(s) shall be limited to eight hours on any day, Monday to Friday, inclusive, between the hours of 7.00 a.m. and 7.00 p.m.
- 8.1.7 Ordinary hours of work shall be worked by one of the following methods -
 - 8.1.7.1 Providing for a Full Rostered Day Off in a Four-Week Cycle -
 - 8.1.7.1.1 By employees working to a roster drawn up in each depot, yard or garage providing for 19 days each of eight hours over a continuous four-week period.
 - 8.1.7.1.2 Each employee shall take their rostered day off in accordance with the roster.
 - 8.1.7.1.3 Rostered days off may be accumulated to a maximum of ten days over a 40-week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of five days.
 - 8.1.7.1.4 In those arrangements where rostered days off are not accumulated an employer may, due to operational requirements, require an employee

not to take their rostered day off during the period it accrues. In this event, a replacement rostered day off shall be taken on the following basis -

8.1.7.1.4.1 Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.

8.1.7.1.4.1.1 Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off.

8.1.7.1.5 Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee.

8.1.7.1.6 Calculation of Payment:

Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen-day period where an employee works 152 hours within a work cycle not exceeding twenty-eight consecutive days at 24 minutes per day.

8.1.7.1.7 An employee whose rostered day off occurs on a payday shall be paid their wages on their next ordinary working day following their rostered day off.

8.1.7.1.8 Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, such employer may require their employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph:

Provided, however, that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or Thursday, then such employee shall be rostered to take a Friday or Monday off at the earliest practicable opportunity upon their normal roster being resumed.

8.1.7.2 Providing for Other Than a Full Rostered Day Off in a Four-Week Cycle -

8.1.7.2.1 Where an employer is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in 8.1.7.1 the employer may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof, provided that such hours shall not be in excess of the normal

hours of work permitted by this clause.

8.1.7.2.2 The employer may require their employees to work ordinary hours over five days, Monday to Friday inclusive, which shall not exceed 38 hours, which may be worked over four days of 8 hours each and one day of 6 hours. On the day on which 6 hours is worked, those 6 hours may be worked continuously without a meal break.

8.1.7.2.3 The employer may require their employees to work ordinary hours over a two-week period (10 working days), Monday to Friday inclusive, of not more than 76 hours. To achieve this, the employer may roster employees off half a day (4 hours) on one of the days in one of those normal working weeks.

8.1.8 More than one of the methods of implementation of an average 38-hour working week referred to in this clause may be simultaneously implemented for different groups of workers in the one yard, depot or garage; provided that agreement shall be reached with the majority of employees so affected.

8.1.9 Methods of implementation of an average 38-hour working week other than those referred to in this clause may be instituted by arrangement with the Union.

8.1.10 After a trial period of six months from the date of initial implementation of the method(s) of working a 38-hour week, or at any other time in response to changed requirements of the employer's clients, the employer may alter the method(s) by which a 38-hour week is worked in their yard, depot or garage: Provided that the altered method(s) so chosen shall comply with the requirements of this clause.

8.1.11 Commencing and finishing times -

8.1.11.1 Within the limits prescribed hereinbefore, each employer shall fix the time and place at which each employee shall be in attendance at the yard, depot, garage or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed. Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when a period of eight hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.

8.1.11.2 Any employee who is not in attendance at the yard, depot, garage or other agreed starting place ready to commence work at the fixed starting time or who fails to complete eight hours work from that time shall be paid only for the actual hours worked; provided, however, that nothing in this paragraph shall be construed as permitting the employment of part-time employees or persons who regularly work less than the normal daily hours as prescribed herein before.

8.1.11.3 The employer may only alter the time and place fixed in accordance with subparagraph (1), of this paragraph above, by notice posted for 7 days at the yard, depot, garage or other agreed starting place. In cases of emergency such time or place may be altered on shorter notice by agreement with the employee or employees affected, provided that notification of such alteration is given at the time to an authorised official of the union.

8.2 Casual Employees

8.2.1 Irrespective of hours worked, a casual employee shall be paid a minimum of eight hours work for each start.

8.2.2 No employer shall engage casual employees in excess of one quarter of the number of weekly employees (i.e., other than casual employees) employed; provided that each employer may employ one additional casual irrespective of the number of weekly employees engaged.

8.2.3 Upon request, any employer employing casual employees under this award shall furnish an accredited representative of the union with the number of employees engaged on any specified day, showing separately the number of casuals employed on such day.

8.3 Permanent Part-Time Employees

Employees may be employed to work regular days and regular hours less than 38 hours per week, provided that -

8.3.1 The set weekly hours for such an employee shall be determined upon engagement and thereafter not changed other than by agreement;

8.3.2 Notwithstanding 8.3.1, a minimum of 3 days x 6 consecutive hours shall be worked each week by such employees; provided that an employer may, instead of the aforementioned, elect to observe the minimum engagement provisions for part-time employees prescribed for employees engaged in the principal business functions, undertakings or industries of the employer.

8.3.3 All work over the set hours determined at engagement shall be paid at overtime penalty rates.

8.3.4 The spread of ordinary hours allowable for part-time employees shall be as set out in 8.1.2, and their hourly rate equal to the appropriate rate as set out in clause 7, Wages, and divided by 38.

8.3.5 Where there are more than three full-time employees engaged under this award in any establishment the ratio of full-time employees to non-full-time employees (including casual and permanent part-time employees), shall remain 4:1.

8.3.6 All other provisions of this award, where applicable, shall apply to part-time employees in the same ratio as their ordinary hours of work are to 38 hours per week.

9. OVERTIME

- 9.1 Overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid to all employees, including casuals, as follows:
- 9.1.1 For all time worked between the earliest and latest times mentioned in clause 8, Hours of Employment, of this award, in excess of forty hours in any week or in excess of the ordinary hours of work in any holiday week.
- 9.1.2 For all time worked between such earliest and latest times in excess of the daily limitations prescribed in the said clause 8, or before the usual commencing time or after the usual finishing time.
- 9.1.3 For all time worked before the said earliest time and for all time worked after the said latest time.
- 9.1.4 For the purpose of the computation of overtime each day shall stand alone; provided that where work continues beyond midnight, double time shall be paid until the completion of such overtime.
- 9.2 In the calculation of overtime, portions of hours shall be taken to the nearest one-tenth of an hour.
- 9.3 Casuals
- In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay.

10. LIMITATION OF OVERTIME

- 10.1 Subject to the provisions of 10.3 and clause 18, Meals, of this award, an employee may be required to work for a continuous period amounting to fifteen hours, excluding meal breaks, from the time of commencing work.
- 10.2 Except in the case of accident or circumstances over which the employer has no control an employee shall not work and an employer shall not require an employee to work more than a total of twenty hours' overtime in any week exclusive of unpaid intervals allowed for meals.

- 10.3 An employee, other than one on shift work, who is required to work for a continuous period amounting to twelve hours or more from the time of commencing work shall be entitled to absent themselves from work until they have had ten consecutive hours off duty.

Should the said ten hours or any part thereof coincide with the employee's ordinary hours of work the employee shall be paid at ordinary rates for the time, which falls within the employee's ordinary hours of work.

- 10.4 Leave is reserved to the parties to apply, as they may be advised, with respect to this subclause.

11. SHIFT WORK

11.1 Definitions

11.1.1 "**Early Morning Shift**" shall mean a shift to which an absolute majority of permanent employees in a yard or depot have agreed by vote may be worked at that yard or depot and which commences at or after 4.00 a.m. and before 7.00 a.m.

11.1.2 "**Afternoon Shift**" shall mean a shift which finishes after 6.00 p.m. and at or before midnight.

11.1.3 "**Night Shift**" shall mean a shift which finishes subsequent to midnight and at or before 8.00 a.m.

11.1.4 "**Alternate Night/Afternoon Shift**" shall mean a shift, which alternates between night shift and afternoon shift or night shift and afternoon shift and day work.

11.1.5 "**Shift Work**" shall mean work extending for at least 4 weeks and performed either in daily recurrent periods or in regular rotating periods within the limits defined for "Early Morning Shift" or "Afternoon Shift" or "Night Shift".

11.2 Shift Work

11.2.1 Weekly Employees

- 11.2.1.1 The hours of work of weekly employees on shift work shall be an average of 38 per week.

- 11.2.1.2 Such work shall be arranged as provided for by clause 8, Hours of Employment, of this award, provided that employees may be rostered to work shift work over five days within a six or seven-day spread with two consecutive days off.
- 11.2.1.3 Crib time on any shift shall be at a time fixed by the employer and shall not be varied except in an emergency; provided that an employee shall not be required to work more than 5 hours without a crib break.
- 11.2.2 11.2.2.1 There shall be a shift roster, which shall provide for rotation unless otherwise agreed between the employer and the employee.
- 11.2.2.2 Such shift roster shall specify the commencing and finishing times of arranged ordinary hours of respective shifts. A copy of such shift roster shall be kept in a prominent place. Such roster having been fixed may be varied by agreement between the employer and the employee affected to suit the circumstances of the establishment, provided that the Union is notified of such agreement or, in the absence of such agreement, by seven days' notice of such alteration given by the employer to the employee affected or, in the case of changes necessitated by circumstances outside the control of the employer, by twenty-four hours' such notice.
- 11.2.2.3 Day workers may be transferred to shift work by seven days' notice given by the employer to the employee or, in cases where sudden or unforeseen circumstances make the change necessary, by twenty-four hours' such notice.

11.3 Shift Work

Allowances

- 11.3.1 For ordinary hours of shift work, shift workers shall be paid the following extra percentages of the rates prescribed for their respective classifications:

Percentages

- | | |
|--|------|
| (1) Early Morning Shift | 12.5 |
| (2) Permanent Afternoon Shift | 17.5 |
| (3) Permanent Night Shift | 30 |
| (4) Alternate Night/Afternoon Shift: | |
| When on afternoon shift | 17.5 |
| When on night shift | 30 |
| (5) Shifts, which rotate with a Day Shift: | |
| When on afternoon shift | 15 |
| When on night shift | 20 |

11.3.2 Shift workers rostered on a shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid as follows -

- | | |
|---------------------|--|
| (1) Saturday | At the rate of time and a half. |
| (2) Sunday | At the rate of double time. |
| (3) Public Holidays | At the rate of double time and a half. |

The penalty rates prescribed by this subclause for work on a Saturday, Sunday or a public holiday shall be payable in lieu of the shift allowances prescribed in 11.3.1.

11.3.3 Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.

11.4 Shift Work - Overtime

For all time worked outside or in excess of the arranged ordinary shift hours or pursuant to circumstances under 11.2.2.2, shift workers shall be paid at time and a half for the first 2 hours and double time thereafter and provided that for shifts the major portion of which falls on a Sunday or a public holiday all overtime shall be paid at the rate of double time.

11.5 Shift Work - Casual Employees

11.5.1 Casual employees may be engaged on shift work on less than 38 hours per week.

11.5.2 Such employees must be paid a minimum payment of 8 hours per shift.

11.5.3 Casual shift workers shall be entitled to the appropriate shift penalty as provided for in 11.3.1 and 11.3.2, plus 15% loading.

11.5.4 Casual shift workers who work in excess of the arranged ordinary hours of the shift on which they are rostered shall be entitled to the appropriate overtime rates provided for in 11.4.

11.5.5 Casual shift workers who work on a rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid at the appropriate rates provided for in 11.3.2 and in addition thereto a loading of 15%, provided that such payments for work on a Saturday, Sunday or public holiday shall be in lieu of the shift allowances provided for in 11.3.1.

11.5.6 After a maximum of 5 hours work a casual shift worker shall be entitled to paid crib time of 20 minutes.

11.6 Shift Work - Meal Time

All shift workers whilst working on early morning, afternoon or night shift shall be entitled to a paid crib time of 20 minutes. Such crib time shall be allowed and taken as prescribed in 11.2.1.3.

11.7 Shift Work - Prior Arrangements

Arrangements as to shift work entered into between the Union and any employer, prior to the introduction of this clause into the award, which provide for more advantageous conditions for employees than this clause shall not be altered without the agreement of the Union.

11.8 Shift Work - Alternative Arrangements

Arrangements as to shift work alternative to those provided for by 11.1 and at penalties different to those provided for by 11.3 may be implemented by means of the procedure provided for in clause 55, Award Modernisation. Provided that employers in industries other than the transport industry may, in relation to rotating shift systems not provided for herein, observe the provisions for such shifts prescribed for the majority of employees in their establishment if they wish to make use of such shifts.

11.9 Shift Work - Government Departments and Authorities

Notwithstanding the foregoing provisions, employees of contractors and such subcontractors as may be engaged by them on the Snowy Mountains Hydro-Electric Authority, and employees of Departments of the State Government of New South Wales and of the Roads and Traffic Authority may, in lieu thereof, carry out shift work under the terms and conditions as are prescribed by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, as varied from time to time, or by any award replacing the said award.

12. RECALL

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

13. SATURDAY AND SUNDAY WORK

- 13.1 13.1.1 An employee required to work on a Saturday shall be paid at the rate of time and one-half for the first two hours and double time thereafter for all time worked, with a minimum payment of four hours at the appropriate rate of pay, whether the employee works for that period of time or not.
- 13.1.2 An employee (other than an employee working on ordinary shift) who is required to commence work on a Saturday at 12 noon or thereafter, shall be paid at double time.

13.2 An employee required to work on a Sunday shall be paid at the rate of double time for all time worked, with a minimum payment of four hours at the appropriate rate of pay, whether the employee works for that period or not.

14. JUNIORS

14.1 14.1.1 A junior shall mean a person under the age of 21 years.

14.1.2 This clause shall only apply to juniors employed in the capacities encompassed by the classification of Transport Worker Grade One.

14.2 14.2.1 Juniors shall not be employed as casual hands unless they receive the adult casual rate.

14.2.2 Juniors shall not be employed on shift work except by agreement between the employer and the union.

14.2.3 Juniors may be employed in the following proportions to the number of adult drivers, not including casual hands, employed by an employer:

No of adult drivers employed	No of Juniors
5 adult drivers employed	1 junior may be employed
10 adult drivers employed	2 juniors may be employed.
20 adult drivers employed	3 juniors may be employed
40 adult drivers employed	4 juniors may be employed
60 adult drivers employed	5 juniors may be employed
80 adult drivers employed	6 juniors may be employed
100 adult drivers employed	7 juniors may be employed

No employer may employ more than 7 juniors.

14.2.4 Any junior employed under conditions not in accordance with those set out in this clause, shall receive the same rate of pay prescribed by this award for an adult worker performing the same class of work.

14.3 14.3.1 Juniors employed under the conditions prescribed in this clause shall be paid, in accordance with their age, a weekly wage calculated as a percentage of the wage specified in Table 1 Wages (Division A General Rates), of Part B, Monetary Rates, for the classification of Transport Worker Grade One. Such weekly wage shall be calculated to the nearest ten cents, any fraction of ten cents in the result not exceeding five cents to be ignored.

14.3.2 Juniors employed in the capacity of a Transport Worker Grade One shall be paid a percentage rate as set out in the said Table 1.

14.3.3 Juniors employed by members of the Tallow Manufacturers' Association as extra hand on vehicles engaged principally in the collection of butchers' bones, fat, etc., shall be paid a percentage as set out in Table 1.

15. LONG DISTANCE WORK

15.1 Long Distance Work -

15.1.1 "**Long Distance Work**" shall mean driving work on return trips, which are always in excess of 500 road kilometres.

15.1.2 Employers who employ employees for the specific purpose of regularly performing long distance work may apply the provisions of this section of the award to such employees rather than paying such employees according to the usual wages and overtime method.

15.2 Rate of Pay -

15.2.1 Minimum Weekly Payment

An employee covered by this section must receive each week no less than the wage rate prescribed for the appropriate classification in clause 7, Wages, and in addition 30 percent.

15.2.2 Kilometre Rate

An employee covered by this section shall be paid the amounts as set out in Table 6 - Long Distance Rates, of Part B, Monetary Rates, for each road kilometre travelled.

15.3 Payment for Loading and Unloading -

15.3.1 An employee covered by this section shall be paid for any time worked loading or unloading a vehicle at an hourly rate calculated by dividing the appropriate classification rate as set out in clause 7, by 38. The overtime penalty rates prescribed by clause 9, Overtime, and clause 13, Saturday and Sunday Work, shall apply to such hourly rate for such time worked outside the span of hours 7.00 a.m. to 6.00 p.m. All loading and unloading duties performed in excess of eight hours shall be paid at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

15.3.2 Where there is a written agreement between the employer and an employee a fixed allowance based on hourly rates provided for in paragraph (a) of this subclause may be paid to cover loading and unloading duties, provided that such written agreement is attached to the time and wages record.

15.4 Applicability of Allowances

The payments provided for in clause 23, Travelling and Living Away Allowances, are fully applicable to employees covered by this section. This provision is for the purpose of clarity and is not intended to preclude the operation of any other allowance.

15.5 Future Adjustment of Rates of Pay

The kilometre rate provided for in 15.2.2 may be varied from time to time by application to the Industrial Relations Commission of New South Wales according to the terms of State Wage Case Decisions from time to time. Any increase in the kilometre rate shall reflect the percentage increase in the rate of pay for the Transport Worker Grade 7 classification.

16. MIXED FUNCTIONS

- 16.1 An employee required by his employer to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work the employee shall be paid as for a whole day's work.
- 16.2 This clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.
- 16.3 On any day on which an employee covered by this award is engaged for more than two hours in the cartage or distribution within New South Wales of petrol or petroleum products from refineries, terminals or depots of oil companies which are respondents to the Transport Workers' (Oil Companies) Federal Award, in force from time to time, he shall be paid for each such day at the rate of pay prescribed by this award, or the rate of pay prescribed by the Transport Industry - Petroleum, &c., Distribution (State) Award, whichever is the higher rate.

17. ABSENCES FROM DUTY

Where an employee is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) the employee shall, for each day absent, lose average pay for each such day, calculated by dividing their weekly wage rate by 5. An employee who is absent for part of a day shall lose average pay for each hour or part thereof the employee is absent, calculated by dividing the employee's weekly wage rate by 38. An employee so absent from duty will not accrue the entitlement for normal rostered time off provided for in 8.1.7 Day Work, of clause 8, Hours of Employment, of this award. The employee shall take their time off as rostered but shall be paid, in respect of the week during which the rostered time off is taken, their weekly pay less an amount calculated according to the following formula:

Number of day(s) absent during cycle x 0.4 hours x $\frac{\text{Weekly Wage Rate}}{38}$

18. MEALS

- 18.1 On the days Monday to Friday, inclusive, there shall be one unpaid break of not less than 30 minutes nor more than one hour for lunch between the hours of 11 a.m. and 2 p.m.

Provided that in the case of an employee working in or in connection with the maritime industry and being engaged in the transportation of cargo to and/or from wharves, container terminals and/or container depots, the break for lunch may be given and taken between the hours of 11.45 a.m. and 1.45 p.m.

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

- 18.1.1 Within the limitation prescribed in this subclause, the employer shall nominate the length of the lunch break to be taken by their various employees and this shall be recognised as their regular lunch break. Once fixed, the length of the lunch break may only be altered by three days' notice being given to the employee concerned.

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

- 18.1.3 An employee engaged in the carriage of frozen or chilled commodities may be required by their employer on any day to continue work through their regular lunch break but, if so required, the employee shall be paid at the rate of time and one-half from the time of commencement of the employee's regular lunch break until such time as they are released from duty for lunch.

- 18.2 18.2.1 An employee who is required to work overtime on any weekday for a period of two hours or more after their normal finishing time shall be allowed a paid crib break of 20 minutes not later than 5 hours after the end of their lunch break and the employee shall, unless the employee was notified the previous day or earlier that they would be required to work such overtime, be paid a meal allowance of the amount specified in Item 6 of Table 5 of Part B. Where notification to work overtime has been given on the preceding day or earlier and such overtime is then cancelled on the day such overtime was to be worked, an

employee shall be paid a meal allowance of the same amount.

18.2.2 An employee, who, on any weekday, is recalled to work after having finished work for the day or who is called upon to work before their normal starting time and where such work does not continue up to their normal starting time shall be allowed a paid crib break of 20 minutes for each 5 hours worked calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.

18.2.3 An employee who, on any weekday, is required to start work prior to 6.30 a.m. and to continue such work up to and after their normal starting time shall be allowed a paid crib break of 15 minutes between the hours of 8 a.m. and 9 a.m.

18.3 18.3.1 An employee required to work on a Saturday, Sunday or public holiday shall be allowed a paid crib break of twenty minutes for each five hours worked; the said five hours to be calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.

18.3.2 An employee required to work for a period of eight hours between the hours of 7 a.m. and 5.30 p.m. on a Saturday, Sunday or public holiday may be allowed the usual weekday lunch break and, in that case, the provisions of 18.3.1 shall not apply.

18.4 Employees working, whether permanently or from time to time, in or in connection with an industry or establishment where it is the custom to allow conditions relating to meal breaks, crib breaks or meal allowances different from those prescribed in this clause may, at the discretion of the employer, be allowed such different conditions.

18.5 Except so far as is altered expressly by this clause, existing custom and practice concerning crib breaks and meal hours shall continue during the currency of this award.

19. COLLECTING MONEYS

Employees who are required to collect moneys, excluding non-negotiable cheques, on behalf of the employer and/or the employer's clients, upon delivery of goods, shall be paid additional rates as provided for in Table 4 of Part B according to the amount of money carried as set out below:

Where the amount collected per week -

(i)	Exceeds \$30 but does not exceed \$150	Item 1
(ii)	Exceeds \$150 but does not exceed \$250	Item 2
(iii)	Exceeds \$250 but does not exceed \$400	Item 3
(iv)	Exceeds \$400 but does not exceed \$600	Item 4
(v)	Exceeds \$600	Item 5

20. CARRYING MONEY

All goods required to be carried by the employee, as at present recognised in the industry, shall be paid for at the rates provided for in Table 4 of Part B:

(i)	On the level	Item 6
(ii)	Upstairs	Item 7

21. EMPLOYEES CARRYING SALT

All drivers engaged in the delivery of salt in sacks or bags which have to be physically carried away from the vehicle by the employee at the customer's premises shall be paid as provided for in Item 8 of Table 4 of Part B for all salt delivered.

24. GARAGING

Where an employee, at the request of their employer, garages the employer's motor wagon in covered garage space provided by the employee, such employee shall be paid the amount specified in Item 5 of Table 5 of Part B for each vehicle so garaged in addition to any other payments due to them.

25. DISTANT PLACE ALLOWANCE

Employees of Government Departments of the State of New South Wales, the Roads and Traffic Authority, the Department of Water Resources and contractors and such subcontractors as may be engaged by them on the Snowy Mountains Hydro-Electric Authority shall be paid a distant place allowance at the same rate and under the same conditions as are prescribed by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, published 21 December 1977, as varied from time to time, or by any award replacing the said award.

26. GENERAL LOADINGS

26.1 Roads and Traffic Authority - Traffic Hazard Allowance

Employees of the Roads and Traffic Authority engaged as tow truck drivers on the Sydney Harbour Bridge shall be paid the allowance as provided in 5.4.7 of the Crown Employees (Roads and Traffic Authority – Wages Staff) Award, as varied from time to time, for each hour or part thereof worked, if any part of the shift is worked on the roadway of the Sydney Harbour Bridge or approaches. Such allowances shall also be paid when the employee is engaged on overtime on the said paid work. The allowance is to compensate for the extra degree of exposure to traffic hazards and shall be paid only to employees engaged under the said classification who actually do work on the roadway of the Sydney Harbour Bridge and approaches.

26.2 Employees of the Roads and Traffic Authority employed in or in connection with maintenance and bridge gangs shall be paid the allowance as provided in subclause (xiii) of clause 3, Wages, of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award published 21 December 1977 as varied from time to time. Provided that such employees will comply with any direction of the employer to perform some minor or ancillary part of their work in labourer areas as provided for in the Agreement made between the Transport Workers' Union of Australia, New South Wales Branch, and the Australian Workers' Union, New South Wales Branch, set out in exhibit 1 of compulsory conference no. 428 of 1983.

27. UNION'S PICNIC DAY

27.1 Easter Saturday shall be recognized as the Union's Picnic Day.

27.2 In addition to all other payments due to the employee, a financial member of the union, other than a casual employee, shall, upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.

27.3 A financial member of the union who is required to work on Easter Saturday shall be paid at the rate of time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight hours pay at ordinary time.

27.4 Notwithstanding the provisions 27.1, 27.2 and 27.3, where an employer observes a paid Picnic Day for the whole of its employees, such a day shall be regarded as a holiday in lieu of

the Picnic Day prescribed herein and accordingly such employer shall be exempted from paying the prescribed extra day's pay in the pay period in which Easter Saturday falls and from the other provisions of this clause with respect to payment for work performed on that day.

- 27.5 For the purpose of this clause, "**financial member of the union**" shall mean an employee who is, at the time of the Picnic Day, a financial member, or who was a financial member of the union as at 31 December of the preceding year.

28. LAUNDRY AND DRY CLEANING - SPECIAL PROVISIONS

The following provisions shall apply only to employees engaged in or in connection with the cartage of laundry and dry cleaning:

- 28.1 Any driver employed delivering or collecting laundry who is required to leave the vehicle to make deliveries or collect shall not be liable for the cost or any part thereof of any article that may be lost or stolen therefrom whilst the vehicle is unattended unless the employee is either:

28.1.1 provided with an extra hand; or

28.1.2 the vehicle is capable of being closed and securely locked.

This subclause shall not be read or taken to relieve the employee from responsibility to the employer for ordinary diligence, care and honesty.

- 28.2 Credit shall not be given by any employee unless authorised by the employer. An employee shall not be held responsible for or called upon to make good any bad debts or part thereof unless contracted in contravention of this subclause.
- 28.3 Employees may, by individual agreement in writing, work ordinary hours over a seven-day spread under the terms of the relevant provisions of the award covering the majority of employees in the enterprise.
- 28.4 Employees who are required to collect moneys, excluding non-negotiable cheques, on behalf of the employer and/or the employer's clients shall be paid an additional amount by the employer to compensate for this work. Clause 19, Collecting Moneys, shall not apply.

- 28.5 The employer may deduct the value of items of uniform not returned upon termination if such deduction is authorised by the employee concerned.

29. CHAUFFEURS SPECIAL PROVISIONS

- 29.1 The wage rate for chauffeurs/drivers of vehicles used for the purpose of carrying person(s) is as set out in Table 1 Wages (Division A General Rates), of Part B, Monetary Rates.
- 29.2 Chauffeurs/drivers of vehicles used for the purpose of carrying person(s) who are paid not less than 20 per cent above the total weekly rate of pay prescribed by the said Table 1, shall be exempted from clause 8, Hours of Employment, and clause 10, Limitation of Overtime, of the parent award.
- 29.3 Members of the Bus and Coach Association whose employees regularly drive vehicles with more than one but less than eight passengers shall be exempt from the provisions of this award, in so far as such employees are concerned; provided that they observe in lieu thereof, the terms and conditions of the Transport Industry - Motor Bus Drivers and Conductors (State) Award published 14 May 1993 (275 I.G. 23), as varied.

SECTION III EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP

30. TERMS OF EMPLOYMENT

- 30.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 30.2 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 trained in the use of such tools and equipment.
- 30.3 The employment of a weekly or part-time employee may be terminated only by one week's notice on either side, which may be given at any time, or by payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- 30.4 An employee with more than two months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of

service shall at least contain information as to the length and nature of the employment of the employee.

31. PAYMENT OF WAGES

- 31.1 The employer shall elect either to observe the Payment of Wages provisions contained in 31.2, 31.3, 31.4, 31.7, 31.8 and 31.9 or, alternatively, the same Payment of Wages provisions prescribed for employees engaged in the principal business functions, undertakings or industries of the employer.
- 31.2 Subject to 31.6, all wages shall be paid weekly in cash (unless an exemption is held in accordance with section 92A of the Industrial Arbitration Act 1940), on Thursday or Friday as determined by the employer and the day, on being fixed, shall not be altered more than once in three months. Provided that where a public holiday falls on a Friday, the payment of wages that week shall, as far as practicable, be made on the preceding Wednesday. Provided further that wages may be paid by cheque or by electronic funds transfer with the agreement of a majority of employees at each yard.
- 31.3 No employee should have their payday changed unless they have been given at least seven days' notice.
- 31.4 Except as otherwise provided for in this clause no employer shall hold more than two days' wages in hand.
- 31.5 Where an employer holds less than two days' wages in hand, payment for any overtime worked after the normal finishing time on the last day of the pay week shall be paid to the employee on the next succeeding pay day.
- 31.6 Casual employees shall be paid at the end of each day or at the termination of their casual employment.
- 31.7 Wages shall be paid to the employee at the yard, depot, garage or other agreed starting place or otherwise by agreement between the employer and the employee or employees concerned. Failing agreement the matter may be referred to the Conciliation Committee for decision.
- 31.8 Wages shall be paid without unnecessary delay after the employee ceases work on the day set apart as payday. An employee kept waiting for their wages on payday for more than a quarter of an hour after ceasing work shall be paid at overtime rates after that quarter of an hour with a minimum payment equal to 1/5th of an hour.

- 31.9 31.9.1 In the case of an employee whose services are terminated on other than a payday, such employee shall be paid all wages due either prior to or immediately upon their cessation of work on the final day of their employment.
- 31.9.2 An employee, other than a casual employee, who desires to terminate their employment on a day other than pay day shall give notice to the employer on commencing work in the morning, in which case they shall be paid all wages due to them when they have finished the day's work, otherwise wages may be paid on the following working day at a time stipulated by the employer but not later than 12 midday.
- 31.10 Notwithstanding the provisions of this clause:
- 31.10.1 Dunlop Rubber Australia Limited may pay weekly employees on Wednesday of each week up to the end of the preceding calendar week.
- 31.10.2 The pay day and the days held in hand for employees employed in a mixed enterprise shall be the same as for the majority of employees in that industry conditional upon the employer notifying the union.
- 31.11 Each employee shall be supplied with a pay envelope or statement in writing on which shall be endorsed those things required by clause 6 of the Industrial relations (General) Regulation 1996, including the following:
- 31.11.1 The name and classification of the employee.
- 31.11.2 The gross amount of wages, inclusive of overtime and other earnings.
- 31.11.3 The amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee.
- 31.11.4 The amount deducted for taxation purposes.
- 31.11.5 Particulars of all other deductions or the total amount of such deductions; and
- 31.11.6 The net amount paid.

32. DUTIES OF DRIVERS

Where required by the employer, drivers' duties shall include minor repairs such as changing tail lights and each driver shall be ready, willing and able to change tyres and perform similar non-specialist vehicle maintenance tasks.

33. UNAUTHORISED PERSONS RIDING ON VEHICLES

An employee shall not permit any unauthorised person to accompany them on their vehicle, nor permit any such persons to assist them in the delivery of goods, wares, merchandise or material unless such person has been engaged as an employee or is the owner of such goods, wares, merchandise or material or is the agent or representative of such owner.

34. TOOLS AND APPARATUS

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

SECTION IV LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

35. LONG SERVICE LEAVE

- 35.1 See Long Service Leave Act 1955.
- 35.2 Where an employee takes long service leave their entitlement to accrue towards time off pursuant to 8.1.7 of this award shall cease. The employee shall not be entitled to time off during the period of long service leave. In lieu, the employee shall be paid the value of accrued entitlement outstanding to them on the last day of work prior to taking long service leave.

36. SICK LEAVE

- 36.1 "Year" shall mean a period of twelve months measured for each employee from the date of commencement of their current period of employment.
- 36.2 An employee, other than a casual employee, with not less than three months continuous service as such in the industry covered by this award, who is absent from their work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations -
- 36.2.1 He/She shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before his/her ordinary starting time on the first day of his/her absence, and in any event within twenty-four hours, inform the employer of his/her inability to attend for duty and, as far as practicable, state the nature of the illness and the estimated duration of the absence.
- 36.2.2 He/she shall furnish to the employer such evidence as the employer may reasonably desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- 36.2.3 Except as hereinafter provided, he/she shall not be entitled in any year (as defined) to leave in excess of five days of ordinary time.
- Provided that -
- 36.2.3.1 If his/her employment continues with the one employer after the first year, his/her sick leave entitlement shall increase to a maximum of 64 hours of ordinary working time at which figure it shall remain for any subsequent years of continued employment.
- 36.2.3.2 If the employment of an employee who has become entitled to leave in accordance with 36.2.3.1 is terminated for any reason, he/she shall not be entitled, in that year, to leave in excess of forty hours ordinary working time.
- 36.3 For the purpose of administering 36.2.3 an employer, within two weeks of the employee entering his/her employment. May require an employee to make a statutory declaration or other

written statement as to what paid leave of absence he/she has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and act.

- 36.4 The rights under this clause shall accumulate from year to year, so long as his/her employment continues with the one employer, so that any part of the leave entitlement which has not been allowed in any one year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- 36.5 If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.
- 36.6 Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under 27.2.3, but shall not be taken into consideration in arriving at the period of accumulated leave.
- 36.7 Accumulated sick leave to the credit of an employee at the commencement of this award shall not be affected nor reduced by the operation of this clause.
- 36.8 Where an employee is sick or injured on the weekday he/she is to take off in accordance with the provisions of 8.1.7 of this award, he/she shall not be entitled to sick pay nor will his/her sick pay entitlement be reduced as a result of his/her sickness or injury on that day.

37. PERSONAL/CARER'S LEAVE

37.1 Use of Sick Leave

37.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 37.1.3.2, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 36, Sick Leave, for absences to provide care and support for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

37.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory

declaration, the illness of the person concerned and that the illness is such as to require care by another person.

37.1.3 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the nature of the emergency the person concerned and that the emergency 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.

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

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

37.1.3.2 the person concerned being:

37.1.3.2.1 a spouse of the employee; or

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

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

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

37.1.3.2.5 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.

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

37.2 Unpaid Leave for Family Purpose

37.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out 37.1.3.2 who is ill or who requires care due to an unexpected emergency.

37.3 Annual Leave

37.3.1 An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

37.3.2 Access to annual leave, as prescribed in 37.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

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

37.4 Time Off in Lieu of Payment for Overtime

- 37.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 37.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 37.4.3 If, having elected to take time as leave in accordance with 37.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 37.4.4 Where no election is made in accordance with 37.4.1, the employee shall be paid overtime rates in accordance with the award.

37.5 Make-up Time

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

37.6 Rostered Days Off

- 37.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 37.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 37.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

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

37.7 Personal Carers entitlement for casual employees

37.7.1 Subject to the evidentiary and notice requirements in subclause 1 of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 3 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

38. BEREAVEMENT LEAVE

38.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person within Australia as prescribed in 37.1.3.

38.2 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.

38.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in 37.1.3 provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

- 38.4 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.
- 38.5 Bereavement leave may be taken in conjunction with other leave available under 37.2, 37.3, 37.4 and 37.5. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 38.6 Bereavement entitlements for casual employees
- (a) Subject to the evidentiary and notice requirements in subclause 1 of this clause casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 3 of Clause 37 Personal/Carers Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

39. ANNUAL LEAVE

- 39.1 See Annual Holidays Act 1944.
- 39.2 39.2.1 An employee at the time of his entering upon a period of annual leave in accordance with the Annual Holidays Act shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of three and one-third hours' ordinary pay for each month.
- 39.2.2 Upon an employee taking annual leave, his work cycle in respect of which he becomes entitled to a weekly accrual for time off pursuant to 8.1.7, shall be suspended and the employee shall not be entitled to further accrual until they return from leave. Upon resumption of work, the entitlement period for accrual shall resume and the

employee shall be entitled to be rostered to take time off and shall so take time off upon completing the balance of the work cycle.

39.3 Seven-day shift workers, i.e., employees whose ordinary working period includes Sundays and holidays on which they may be regularly rostered for work.

39.3.1 In addition to the benefits provided by 39.2 and by section 3 of the Annual Holidays Act 1944 (with regard to an annual holiday), an employee who, during the year of their employment with respect of which they become entitled to the said annual holiday, gives service as a seven-day shift worker shall be entitled to the additional leave as specified hereunder:

39.3.1.1 If during the year of his employment he has served continuously as such seven-day shift worker - additional leave with respect to that year shall be one week.

39.3.1.2 Subject to 39.3.1.4, if during the year of the employee's employment the employee has served for only portion of it as such seven-day shift worker - the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker.

39.3.1.3 Subject to 39.3.1.4, the employee shall be paid for such additional leave at the ordinary rate of wages to which the employee is entitled under clause 2, Basic Wage, and clause 3, Wages, of this award, for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave.

39.3.1.4 Where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.

39.3.1.5 In this clause reference to "one week" and "one day" includes holidays and non-working days.

39.3.2 Where the employment of a worker has been terminated and he thereby becomes entitled under section 4 of the Annual Holidays Act 1944, to payment in lieu of an

annual holiday, with respect to a period of employment, he/she also shall be entitled to an additional payment of three and one-half hours at such ordinary rate of wages with respect to each twenty-one shifts of service as such seven-day shift worker which he/she has rendered during such period of employment.

- 39.4 Employees of employers engaged in other than the transport industry shall receive the same annual leave conditions as apply to the employees of the industry or establishment in which they are working.

40. PUBLIC HOLIDAYS

- 40.1 40.1.1 40.1.1.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed in the areas concerned, together with such other days which may be proclaimed by the Government and which are observed as public holidays for the area covered by this award, shall be recognised as public holidays.

- 40.1.1.2 Employees, other than casual employees, shall be entitled to the public holidays specified in 40.1.1.1, without loss of pay.

- 40.1.2 An employee, other than a casual employee, required to work on:

- 40.1.2.1 Christmas Day or Good Friday shall be paid at the rate of double time for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with 40.1.1.2

- 40.1.2.2 Any of the other days prescribed in 40.1.2.1, shall be paid at the rate of time and one-half for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with 40.1.1.2.

- 40.1.3 Should any of the prescribed public holidays fall on a Saturday or Sunday and another day in lieu thereof is not proclaimed by the Government for the observance of such public holiday, an employee, other than a casual employee, required to work on such public holiday shall be paid for all work performed on:

- 40.1.3.1 Christmas Day - double time for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight hours' pay at ordinary time.
- 40.1.3.2 Any of the other days prescribed in 40.1.1.1 time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight hours' pay at ordinary time.
- 40.1.4 A casual employee required to work on any of the public holidays prescribed in 40.1.1.1 shall be paid double time for all time worked, with a minimum payment for eight hours' work.
- 40.1.5 An employee required to work on any of the public holidays prescribed in 40.1.1.1, shall be guaranteed four hours' work or shall be paid for four hours at the appropriate rate.
- 40.2 Employees engaged in association with an industry or establishment shall receive the same conditions with respect to holiday work as the employees of the industry or establishment in association with which they are working.
- 40.3 An employee, other than a casual employee, whose services are dispensed with within seven days of the commencement of any week in which one or more public holidays occur and who is re-engaged by the same employer within seven days of the said week, shall be paid an ordinary day's pay for each public holiday so occurring at the rate prescribed for the class of work performed by the employee prior to their services being dispensed with.
- 40.4 An employee, other than a casual employee, who, without permission of the employer or without reasonable cause, absents himself from duty on the working day immediately preceding or the working day immediately succeeding any public holiday or series of holidays, shall not be entitled to payment for such public holiday or series of public holidays, provided that if an employee absents himself as aforesaid on one only of the working days preceding or succeeding a series of public holidays the employee shall lose the holiday pay only for the holiday closest to the day of the employee's absence.
- 40.5 Where an employee is rostered to take time off pursuant to 8.7.1, and such rostered time off falls on any of the public

holidays referred to in 40.1.1.1, the employee shall be entitled to replacement time off, to be taken on the following basis:

40.5.1 Where the time off not taken fell on either a Friday or Monday, the next practicable Friday or Monday shall be taken for the purposes of replacement time off.

40.5.2 Where the time off not taken fell on a Tuesday, Wednesday or a Thursday, the replacement time off shall be taken on the first practicable day available for the taking of such replacement time off.

41. JURY SERVICE

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

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

41.3 Where the day or days upon which an employee is required to attend for jury service coincide with time rostered for the employee to take off pursuant 8.1.7, of this award, such rostered time off shall be deemed to have been taken in accordance with the roster.

41A. PARENTAL LEAVE

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

(ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

(a) the employee or employee's spouse is pregnant; or

(b) the employee is or has been immediately absent on parental leave.

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

(iii) Right to request

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

To assist the employee in reconciling work and parental responsibilities.

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

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

(d) Request to return to work part-time

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

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

SECTION V TRAINING AND OCCUPATIONAL HEALTH AND SAFETY

42. FIRST-AID

42.1 An employee appointed by the employer to perform first-aid shall be paid the amount specified in Item 14 of Table 4 of Part B, in addition to the employee's ordinary rate during such appointment.

42.2 First-aid Outfit

A first-aid outfit shall be provided by the employer at each establishment, yard, depot and garage where there are employees covered by this award.

Such outfit is to comprise a First-aid Ambulance Chest, which shall:

- 42.2.1 be of wood or metal, be dustproof and be distinctly marked with a white cross upon a green ground;
- 42.2.2 be so equipped and maintained as to contain at least the articles and appliances specified by the First-aid Regulations under the Factories, Shops and Industries Act 1962;

Note: The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the First-aid Ambulance Chest.
- 42.2.3 contain nothing except requisite articles and appliances for first-aid;
- 42.2.4 be readily accessible to the persons employed in the establishment, yard, depot and garage; and
- 42.2.5 be placed under the charge of a responsible person or persons who, or one of whom, shall always be readily available during working hours. A clearly legible notice stating the name or names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

43. COMMITMENT TO TRAINING

- 43.1 The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of employers' transport operations, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - 43.1.1 developing a more highly skilled and flexible workforce;
 - 43.1.2 providing employees with career opportunities through appropriate training to acquire additional skills; and
 - 43.1.3 removing barriers to the utilisation of skills acquired.
- 43.2 Following proper consultation in accordance with clause 55, Award Modernisation, or through the establishment of a training committee, an employer shall develop a training programme consistent with:
 - 43.2.1 the current and future skill needs of the enterprise;
 - 43.2.2 the size, structure and nature of the operations of the enterprise;

43.2.3 the need to develop vocational skills relevant to the enterprise and the transport industry through courses conducted by accredited educational institutions and/or providers.

43.3 Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- formulation of a training programme and availability of training courses and career opportunities to employees;
- dissemination of information on the training programme and availability of training courses and career opportunities to employees;
- the recommending of individual employees for training and reclassification;
- monitoring and advising management and employees on the on-going effectiveness of the training.

43.4 43.4.1 Where, as a result of consultation in accordance with clause 55, Award Modernisation, or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to 43.2 should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

43.4.2 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.

43.4.3 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.

- 43.5 42.2, 42.3 and 42.4 shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in 43.1. In this connection, the Union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise.
- 43.6 Any disputes arising in relation to 43.2 and 43.3 shall be subject to the provisions of clause 50, Disputes Procedure, of this award.

44. AMENITIES

- 44.1 The following facilities shall be available at all yards, depots or garages where employees are engaged under the provisions of this award:
- 44.1.1 Proper dressing rooms with adequate washing facilities, including showers with both hot and cold water.
- 44.1.2 Proper lock-up clothing lockers.
- 44.1.3 Where employees are required to partake of meals at the employer's yard, depot or garage, a dining room with adequate seating and table accommodation for the partaking of meals, also facilities for boiling water and heating food.
- 44.1.4 Proper lavatory facilities.
- 44.2 Employees shall place all personal belongings in the lockers provided.

45. UNIFORMS AND PROTECTIVE CLOTHING

- 45.1 Where an employee is required by the employer to wear distinctive dress the same shall be provided, free of cost, by the employer.
- 45.2 When requested by the employee, an employer shall provide rubber gloves, gumboots and waterproof coat or apron, free of cost, for the use at work by an employee required to wash vehicles.

- 45.3 An employee engaged as a motorcycle driver shall be provided by his employer with waterproof trousers and coat for use in connection with his work.
- 45.4 Wet weather clothing consisting of waterproof hat, coat and trousers shall be provided for employees required to work in rain.
- 45.5 The clothing provided in accordance with this clause shall be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the employer and shall remain the property of the employer and shall be returned to the employer on demand in a condition commensurate with normal wear and tear. An employee may be required by the employer to sign a receipt for such clothing upon it being issued to the employee.
- 45.6 Steel-capped boots and gloves shall be provided for drivers and loaders engaged regularly in the cartage of steel.

46. LIMITATIONS OF DRIVING HOURS

See the Motor Traffic Act and Regulations.

47. HOODS AND WINDSCREENS

The employer shall provide all motor wagons with hood, windscreen, cushioned seat and back rest. The driver's cabin of each vehicle shall be ventilated adequately and shall be supplied with cabin doors and windows; where this is not practicable side curtains may be fitted as an alternative. No driver shall be required to drive a vehicle with a cracked or broken windscreen, windows, rear vision mirror or lights which contravenes the N.S.W. Motor Traffic Act and Regulations.

48. TRAINEESHIP (ATS)

48.1 Objective

The parties have concentrated their attention and efforts on achieving a situation, which will enhance the prospects of the employment of young persons who otherwise would be unlikely to gain employment, and training in the areas of furniture removal and freight forwarding.

An objective of the Australian Traineeship System is to provide additional employment and training opportunities for young people.

Where possible, traineeship positions shall be additional to normal staff numbers, provided that existing full-time employees shall not be displaced by trainees.

48.2 Training Conditions

48.2.1 A trainee (ATS) shall attend an approved on and off-the-job training course or program prescribed in the relevant training agreement or as notified to the trainee by the Industrial and Commercial Training Council of New South Wales.

48.2.2 These conditions shall apply to persons engaged under the Australian Traineeship System and shall operate in respect of persons engaged by responding employers as trainees (ATS) bound by a training agreement between the employer and the trainees which has been approved pursuant to the Australian Traineeship System and the Industrial and Commercial Training Council of New South Wales.

48.2.3 The employer shall provide a level of supervision in accordance with the approved training plan during the traineeship period.

48.3 Employment Conditions

48.3.1 The trainee (ATS) shall be engaged for a period of twelve months as a full-time employee provided that the trainee (ATS) shall be subject to a satisfactory probation period of up to one month.

48.3.2 The trainee (ATS) is permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the training agreement.

48.3.3 Where the employment of a trainee (ATS) by an employer is continued after the completion of the traineeship period such traineeship period shall be counted as service for the purposes of the award and long service leave entitlements.

48.3.4 Overtime shall not be worked by trainees. When shift work is worked to enable the requirements of the training plan to be effected, the relevant penalties and allowances of the award based on the trainee wage will apply. No trainee (ATS) shall work shift work on their own.

48.3.5 All other conditions of the award shall apply except for clause 14, Juniors (other 14.2.1) and clause 16, Mixed Functions. The parties may apply for a ratio of trainees to adult employees to be inserted into the award.

48.3.6 The union shall be afforded all reasonable access to trainees in accordance with Section 129A of the Industrial Arbitration Act 1940.

48.3.7 Trainees (ATS) shall be exempt from action with respect to industrial disputes. However, trainees shall not perform work, which is the subject of an industrial dispute.

48.4 Wages

Trainees (ATS) employed under the terms and conditions of this clause shall receive weekly rates of pay calculated by using the prescribed percentages of the appropriate award rate and further adjusting by multiplying by a factor of .75 in order to spread weekly payment over the duration of the traineeship as per the following table:

At 20 years of age	90% of appropriate award rate x .75
At 19 years of age	80% of appropriate award rate x .75
At 18 years of age	75% of appropriate award rate x .75
At 17 years of age	70% of appropriate award rate x .75

Provided that the trainee weekly rate shall in no case be less than the minimum rate prescribed by the Australian Traineeship System Guidelines, which, as at 5 February 1988, was \$101.50 per week and is to be adjusted in accordance with State Wage Case Decisions.

SECTION VI INDUSTRIAL RELATIONS AND THE UNION AND OTHER PROVISIONS

49. COMMITMENT

49.1 It is a term of this award (arising from the decision of the Industrial Relations Commission in Court Session in the State Wage Case of 29 May 1991) that the union undertakes, for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except when consistent with those principles.

- 49.2 49.2.1 The parties will continue to negotiate to ensure that transport operations work as flexibly as possible in order to meet customer demand.
 - 49.2.2 Employees within each grade in the new structure to be introduced are to perform a wider range of duties, including work, which is incidental or peripheral to their main tasks or functions.
 - 49.2.3 Subject to agreement at enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.
 - 49.2.4 The parties will not create barriers to advancement of employees within the award structure or through access to training.
 - 49.2.5 The parties will co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.
- 49.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
- 49.3.1 any equivalent overaward payments, and/or
 - 49.3.2 award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

50. DISPUTES PROCEDURE

- 50.1 Subject to the Industrial Arbitration Act 1996, any dispute shall be dealt with in the following manner:
- 50.1.1 In the event of an industrial dispute, the representative of the Union on the job and the Transport Supervisor shall attempt to resolve the matter(s) in issue in the first place.
 - 50.1.2 In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the Transport Manager.
 - 50.1.3 Should the dispute still remain unresolved the Secretary of the Union or its representative will confer with senior management.

50.1.4 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Commission of New South Wales for resolution.

50.2 All work shall continue normally while these negotiations are taking place.

51. RIGHT OF ENTRY

See Part 7 of Chapter 5 of the Industrial Relations Act, 1996. (**NOTE:** This provides that a duly accredited representative of the union shall have the right to enter any work place or premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements of the Industrial Relations Act 1996 and in such investigations inspect time and pay sheets, so long as the representative does not unduly interfere with the work being performed by any employee during working time.)

52. UNION DELEGATE

52.1 An employee appointed as union delegate to the yard, depot or garage shall, upon notification thereof to the employer by the branch or sub-branch Secretary of the union, be recognised as the accredited representative of the union.

52.2 Any matter arising in the yard, depot or garage affecting members of the union may be investigated by the delegate and discussed with the employer or its representative. The delegate shall, at his/her request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the employee and the employer.

52.3 If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned.

53. NOTICE BOARD

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

54. EXEMPTIONS

- 54.1 Government and quasi-government bodies shall be exempt from clause 36, Sick Leave, clause 39, Annual Leave, clause 38, Long Service Leave, clause 38, Bereavement Leave, and clause 41, Jury Service, and shall in lieu thereof be bound by the provisions of the Government Uniform Leave Conditions.
- 54.2 Australian Window Glass Pty. Limited is exempted from the provisions of this award as to employees engaged in loading goods or materials at wharves or at railway yards or elsewhere (other than within the company's premises or to or from the stores of the company or subsidiary companies), provided such employees are paid for the time so engaged at not less than the rates (reduced to an hourly basis) provided for such work by this award.
- 54.3 Commonwealth Steel Company Limited is exempted from this award in respect of employees employed at its works at Unanderra.
- 54.4 Clause 50, Disputes Procedure, shall not apply to the Roads and Traffic Authority and its employees, which shall in lieu thereof be covered by the terms of the Memorandum of Agreement lodged in Matter No. 579 of 1983.
- 54.5 F. J. Walker Foods is exempted from all parts of this award, with respect to employees at the Company's Blacktown site.

55. AWARD MODERNISATION

55.1 Award Modernisation Commitment

The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

All registered industrial organizations, which are parties to this award, will continue to meet with the aim of modernising the award.

55.2 Consultation

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

55.3 Enterprise Arrangements -

55.3.1 As part of the Structural Efficiency exercise and as an ongoing process for the achievement of improvements in productivity and efficiency, discussions should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces.

55.3.2 Where yard, depot or enterprise discussions are considering matters requiring any award variation, the Union and the employer's Association shall be advised of the broad details including the award area/s likely to be affected, and, prior to arrangements being reached, or at their request, they shall be invited to participate. Such invitation shall be in writing and addressed to the Secretary of the Union and executive officer of the Association (or their nominee).

55.3.3 At any stage in the development and/or conduct of enterprise level discussions, the parties may utilise the disputes procedure (clause 50) for assistance in progressing discussions.

55.3.4 Nothing in this clause shall prohibit the Union and an employer Association assisting in making an arrangement to cover a number of enterprises in the same section of industry or in a similar business or enterprise which will assist or enhance the efficient operation of any enterprise and further the aims of 55.3.1.

55.3.5 The terms of any genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary, provided that:

- 55.3.5.1 The majority of employees affected genuinely agree.
- 55.3.5.2 All employees have been provided with the current provisions (e.g., award or industrial agreement or enterprise arrangement) that apply at the place of work.
- 55.3.5.3 Such arrangement is consistent with the current State Wage Case principles.
- 55.3.5.4 No existing employee shall suffer a reduction in entitlement to earnings, award or overaward, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.
- 55.3.6 Such enterprise arrangement shall be processed as follows:
 - 55.3.6.1 The arrangement shall be committed to writing and shall include a date of operation and a date of expiration.
 - 55.3.6.2 The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the representative/s of the employees, or the Union and a copy shall be sent to the Secretary of the Union and to the executive officer of the relevant employer's Association(s).
 - 55.3.6.3 The Union and relevant employer Association(s) shall have 21 days in which to notify the employer (who shall then notify the employees' representatives) of any objection to the arrangement, including the reasons for such objection. Where an objection is raised the parties should confer in an effort to resolve their different views. If the matter is not resolved in that way the employer may make application to vary the award to facilitate the arrangement. Such application shall be made to the Industrial Commission of New South Wales.
 - 55.3.6.4 The Union and/or employer Association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.

55.3.6.5 If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission to have the arrangement approved and the award varied in the manner specified in 55.3.6.6. Such applications are to be processed in accordance with the appropriate State Wage Case principles.

55.3.6.6 Where an arrangement is approved by the Industrial Relations Commission and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in Schedule "A" to the award.

55.3.6.7 Such arrangement when approved shall be displayed on a notice board at each enterprise affected.

56. REDUNDANCY

See the Transport Industry – Redundancy (State) Award, 284 I.G. 1395

57. SECURE EMPLOYMENT

(a) Objective of this Clause

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

(b) Casual Conversion

(i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment

converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

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

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

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

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

partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

(d) Disputes Regarding the Application of this Clause

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

- (e) This clause has no application in respect of organisations which are properly registered as Group Training

Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

TRANSPORT INDUSTRY

**MIXED ENTERPRISES (STATE)
CONCILIATION COMMITTEE**

Industries and Callings

All drivers and loaders of trolleys, drays, carts, floats, articulated or semi-articulated vehicles and trailers and motor and other power-propelled vehicles, including motor cycles engaged in the carriage of goods, merchandise and the like, together with employees engaged in greasing or washing any such vehicle, employees without supervisory or other duties beyond those of loading or unloading vehicles employed by common carriers or who are not engaged upon or in connection with the premises of the employer, not being a common carrier, and employees of common carriers receiving, sorting, and loading or unloading goods for delivery or re-delivery, carters, tip carters and tip motor wagon drivers, brakesmen or extra hands, trace boys, and all grooms, stablemen and yardmen employed in connection with any of the above, and drivers of mobile cranes, auto trucks and fork lifts employed by general carriers in connection with the carriage of goods, merchandise and the like, employees driving or operating mobile cranes, fork lifts, tractors, tow motors, industrial trucks, yard trucks or utility vehicles in and about wholesale oil stores, persons, other than storemen and packers, employed in the work of loading, stacking and unloading of railway trucks, in the State, excluding the County of Yancowinna, but including motor lorry drivers employed by the Roads and Traffic Authority in or in connection with the construction or maintenance of roads and bridges in that part of the County of Yancowinna which is outside the Municipality of Broken Hill; and

Brick, tile and pottery carters, including drivers of motor and other power-propelled vehicles, and grooms, stablemen, yardmen and brakesmen or extra hands employed in or in connection therewith in the State, excluding the County of Yancowinna; and

Timber carters, including drivers of motor and other power-propelled vehicles, grooms, stablemen and yardmen, trace boys, brakesmen or extra hands employed in or in connection therewith in the State, excluding the County of Yancowinna; and

Carters, grooms, stablemen, extra hands, and drivers of motor and other power-propelled vehicles engaged in the collection and delivery of dry cleaning or laundry work in the State, excluding the County of Yancowinna, and

Chauffeurs and motor car drivers employed on motor coaches, cars and all motor vehicles, used for the purpose of carrying passengers, persons or workmen notwithstanding such vehicles are not plying for hire, provided such vehicles are normally capable of carrying less than eight sitting passengers or persons, in the State, excluding the County of Yancowinna; excepting drivers of motor wagons which are not used for the purpose of conveying passengers or workmen, and employees who are not engaged in business or trade;

Provided that in regard to all the above employees described the work performed must be for an employer whose principal business functions, undertakings or industries are not in transport or distribution;

and excepting employees of:

State Rail Authority of New South Wales;
Urban Transit Authority of New South Wales;
The Water Board;
The Hunter District Water Board;
The Council of the City of Sydney;
The Sydney County Council;
The Council of the City of Newcastle;
Municipal, shire and county councils;
Electricity Commission of New South Wales;
The Australian Gas Light Company;
The North Shore Gas Company Limited;
Electric Light and Power Supply Corporation Limited;
Parramatta - Granville Electric Supply Company Limited;
South Maitland Railways Pty Limited;
Blue Circle Southern Cement Limited;
Australian Iron and Steel Proprietary Limited, within the jurisdiction of the Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited) Conciliation Committee and the Quarries (Australian Iron and Steel Pty Limited) Conciliation Committee;

and excepting also employees within the jurisdiction of the following Conciliation Committees:

Transport Industry - Quarried Materials (State);
Steel Works Employees (Broken Hill Proprietary Company Limited);
Quarries, &c. (Broken Hill Proprietary Company Limited);
Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited);
Quarries (Australian Iron and Steel Pty Limited);
Australian Wire Industries Pty Ltd - Newcastle Wiremill;
Smelting, &c. (Electrolytic R. & S. Company, &c.);
Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilizers Limited);
Cement Workers, &c. (State);
John Lysaght (Australia) Limited Port Kembla;
John Lysaght (Australia) Limited Newcastle;
John Lysaght (Australia) Limited Unanderra;

Australian Wire Industries Pty Ltd - Newcastle Ropery;
Australian Wire Industries Pty Ltd - Sydney Wiremill;
Sugar Workers (CSR Limited, Pyrmont);
Carters, &c. (Sydney Daily Newspapers);
Carters, &c., Trade Waste (State);
Carters, &c., Wood and Coal (State);
Carters, &c., Wholesale Butchers (Cumberland);
Carters, &c., Wholesale Butchers (Country);
Carters, &c., Retail Stores (State);
Carters, Retail Grocers (Newcastle);
Carters, &c., Sanitary and Garbage (State);
Colliery Mechanics (North);
Colliery Mechanics (South);
Colliery Mechanics (West);
Metalliferous Miners, &c., General (State);
Engine Drivers, &c., Metalliferous Mining (State);
Butchers, Retail (State);
Butchers, Wholesale (Country);
Butchers, Wholesale (Cumberland);
Smallgoods Manufacturers (State);
Milk Treatment, &c., and Distribution (State);
Aerated Waters, &c. (State);
Cold Storage, &c., Employees (State);
Cold Storage, &c., Employees (Northumberland);
Bread Industry (State);
Pastrycooks, &c. (State);
Motor Car Washers, &c. (State);
Quarries, Gravel and Sand Pits (State);
Butter, &c., Factory Employees (Newcastle and Northern);
Butter, &c., Factory Employees (State);
Fruit Packing Houses Employees (State);
Malted Milk Manufacturing (State);
Sawmillers, &c. (State);
Sugar Manufacturers (State);
Tubemakers of Australia Limited, Newcastle;
Tubemakers of Australia Limited, Yennora;
Shoalhaven Scheme;
Googong Dam Project;
County Councils (Electricity Undertakings) Employees;
Shortland County Council;
University Employees, &c. (State);

and excepting also:

Motor lorry drivers, assistants, loaders, washers and greasers employed by
breweries;
Persons coming within the jurisdiction of the Crown Employees (Skilled
Tradesmen) Conciliation Committee;

and excepting further:

Employees working in or about the works of the Riverstone Meat Company Proprietary Limited at Riverstone, and

Employees covered by the following awards:

General Construction and Maintenance;

Civil and Mechanical Engineering &c. (State) Award;

Gangers (State) Award;

Cement Mixers and Concrete Workers' Central Batch Plants (State) Award.