



MISCELLANEOUS WORKERS' GENERAL SERVICES (STATE) AWARD

Level 3, 222 Pitt Street Sydney NSW 2000

PO Box A2178 Sydney South NSW 1235

Telephone: 02 8267 4365

Fax: 02 8267 4225

1. CONTENTS

SECTION	TITLE
Part A	
1	Contents
2	Anti-Discrimination
3	Definitions
4	Contract of Employment
5	Redundancy
6	Hours
7	Implementation of a 38 hour week
8	Rostered Days off duty
9	Wages
10	Enterprise Consultation
11	Additional Rates
12	Shift Allowances
13	Saturday and Sunday work during ordinary hours
14	High cleaning (other than steam cleaners)
15	Part-time employees – terms of engagement
16	Part-time employees – Minimum engagement
17	Casual employees
18	Payment of wages
19	Union Dues
20	Miscellaneous conditions
21	Overtime
22	Call back
23	Mixed functions
24	Travelling time and expenses
25	Holidays
26	Annual leave

SECTION	TITLE
---------	-------

Part A cont'd

27	Annual leave loading
28	Long service leave
29	Sick Leave
30	State Personal/Carer's Leave
31	Catholic Employers – Personal/Carer's Leave
32	Bereavement Leave
33	Jury Service
34	Attendance at Repatriation Centres
35	Exemptions
36	Disputes Procedures
37	Enterprise Arrangements
38	Leave Reserved
39	Savings Clause
40	Superannuation
41	Traineeships
42	Area, Incidence and Duration

2. ANTI-DISCRIMINATION

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

NOTES

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

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

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

3. DEFINITIONS

- (i) **"Caretaker"** means an employee whose presence is required on premises for the protection, good order or convenient use thereof and/or the cleanliness or upkeep thereof, including routine or minor maintenance, which may involve the use of a variety of hand and power tools; provided that such work is not of a nature so as to require a qualified tradesperson.
- (ii) **"Cleaner"** means an employee engaged for the greater part of such employee's working time on cleaning work of any description on premises or in bringing into or maintaining premises in a clean condition, whatever may be the nature of the employee's other duties.
- (iii) **"Tea attendant"** means an employee engaged either wholly or for the major and substantial part of such employee's working time making and/or serving morning or afternoon teas or lunches or other meals, including washing up and other duties in connection with such work.
- (iv) **"Weekly employee"** means an employee engaged and paid by the week or fortnight, as the case may be.
- (v) **"Part-time employee"** means an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees.
- (vi) **"Casual employee"** means an employee engaged and paid as such but shall not include an employee working 38 ordinary hours or more per week in the same work and shall not include a cleaner who is required to work a constant number of ordinary hours each week, except where such employee is engaged to relieve a weekly or part-time employee.

- (vii) **“Seven-day shift worker”** for the purposes of this award, a seven-day shift worker means an employee whose ordinary working period includes Saturdays, Sundays and/or public holidays on which the employee may be regularly rostered for work.
- (viii) **“Union”** means the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.
- (ix) **“Day”** means the period from midnight to midnight.
- (x) **“Night shift”** means any shift finishing subsequent to midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.
- (xi) **“Afternoon shift”** means any shift finishing after 6.00 p.m. and at or before midnight.
- (xii) **“Early morning shift”** means any shift commencing at or after 5.00 a.m. and before 6.30 a.m.
- (xiii) **“Night shift, non-rotating,”** means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one-third of the employee’s working time off night shift in each roster cycle.
- (xiv) **“Public Building”** means a theatre or building which is, or in which rooms are, commonly hired or leased for social or political gatherings or meetings of a like nature, and shall include any room or studio used for radio broadcasting and/or television transmission purposes to which the general public are admitted, but shall not include the ordinary studio audition room or an office of a broadcasting and/or television transmission station.

4. CONTRACT OF EMPLOYMENT

- (i) Employees under this award shall be engaged either as weekly employees, part-time employees or casual employees.
- (ii) Employees covered by this award shall perform all work within their skill and competence, including work, which is incidental or peripheral to the main tasks or functions.
- (iii) The employer shall, by legible notice displayed at some place accessible to the employees, notify the commencing and ceasing times of ordinary hours of work. Such times, once notified, shall not be changed, without the payment of overtime, except by one week’s notice.

- (iv) The employment of any employee, other than a casual employee or a resident caretaker, shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof. Subject to the provisions of subclauses (v) and (vi) of this clause, during the first month of full-time or part-time employment the contract of employment shall be of a probationary nature. Provided further that during such probationary period the employer will provide the employee with training, instruction and supervision appropriate to the size, structure and needs of the plant/enterprise.
- (v) During the first week of employment the employment shall be terminated by a day's notice given by either party.
- (vi) The employment of a resident caretaker engaged by the week shall be terminated only by three weeks' notice or by the payment or forfeiture, as the case may be, of three weeks' wages in lieu thereof.
- (vii) The employment of a casual employee may be terminated by one hour's notice.
- (viii) Notwithstanding the foregoing provisions, the employer may dismiss the employee at any time for misconduct or wilful disobedience and then shall be liable for payment up to the time of dismissal only.
- (ix) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer stating the period of employment, the class of work employed upon and when the employment terminated.
- (x) On the termination of employment, an employee shall return to the employer all uniforms, identity cards, vehicles, keys and all other items issued to employees.

5. REDUNDANCY

- (i) Application
 - (a) This clause shall apply in respect of full-time and part-time employees employed in the classifications specified by the parent award.

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

(iii) Employer's Duty to Discuss Change

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

(iv) Discussions Before Terminations

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

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

(v) Notice for Changes in Production, Program, Organization or Structure

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

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

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

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

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

(vi) Notice for Technological Change

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

- (a) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(vii) Time Off During the Notice Period

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

(viii) Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.

(ix) Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(x) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify the Centrelink Service thereof as soon as possible, giving the relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are to be carried out.

(xi) Separation Certificate

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

(xii) Transfer to Lower-paid Duties

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

(xiii) Severance Pay

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

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

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks

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

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

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

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

(xiv) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause. The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said subclause (xiii) will have on the employer.

(xv) Alternative Employment

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

(xvi) Procedures Relating to Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 36, Dispute Procedure.

6. HOURS

(i) Caretakers

- (a) The ordinary working hours shall be an average of 38 per week, which shall be worked in shifts of no more than eight hours duration from Monday to Friday, inclusive. Provided that, in establishments operating Monday to Sunday, the ordinary working hours shall be worked in five shifts of no more than eight hours duration from Monday to Sunday, inclusive.
- (b) The employer shall fix the time for working such hours on such days in one, two or three shifts.

(ii) Cleaners

The ordinary working hours, exclusive of meal times, shall not exceed an average of 38 per week and shall be worked as follows:

(a) Day Workers

Between the hours of 6.30 a.m. and 6.30 p.m. Monday to Friday, inclusive. The above hours shall be worked on each day in one shift of no more than eight hours' duration; provided that on each day, Monday to Friday, inclusive, the starting time may commence 30 minutes earlier than that provided herein, or the ceasing time may be extended by 30 minutes, or this 30 minutes may be divided between the starting and ceasing time if mutually agreed to between the employer and the cleaner.

(b) Afternoon Shift Workers

Between the hours of 4.00 p.m. and midnight, Monday to Friday, inclusive, to be worked in one shift of no more than eight hours daily.

(c) Early Morning Shift Workers

Between the hours of 5.00 a.m. and 2.00 p.m., Monday to Friday, inclusive, to be worked in one shift daily of no more than eight hours' duration.

(d) Broken Shift Workers

Between the hours of 6.30 a.m. and 6.00 p.m. Monday to Friday, inclusive, to be worked in two shifts daily, subject to the provisions of paragraph (a) of this subclause, with respect to alterations in starting and ceasing times.

(e) Night Shift Workers

Five shifts of no more than eight hours each, between 10.00 p.m. on Sundays and 6.30 a.m. on the succeeding day (Sunday to Friday) or five shifts of no more than eight hours between 6.00 p.m. and 6.30 a.m. on each day, Monday to Saturday, inclusive. Provided in establishments operating Monday to Sunday the ordinary working hours shall be worked in five shifts of no more than eight hours duration from Monday to Sunday inclusive, subject to the provisions of paragraphs (a), (b), (c) and (d) of this subclause.

(iii) Lift Attendants

(a) The ordinary working hours, exclusive of meal times, shall not exceed an average of 38 per week, to be worked between the hours of 7.15 a.m. and 6.15 p.m., Monday to Friday, inclusive, in shifts of not more than eight hours' duration. Provided in establishments operating Monday to Sunday that, the ordinary working hours shall be worked in five shifts of no more than eight hours duration from Monday to Sunday inclusive.

(b) Employees shall be allowed to be free of duty for ten minutes in the forenoon and ten minutes in the afternoon each day; such time shall count as time worked.

(iv) Tea Attendants

The ordinary working hours, exclusive of meal times, shall not exceed an average of 38 per week of eight hours per day. Such hours shall be worked in one or two shifts per day between 7.00 a.m. and 5.00 p.m. Monday to Friday, inclusive. Provided in establishments operating Monday to Sunday the ordinary working hours shall be worked in five shifts of no more than eight hours duration from Monday to Sunday inclusive.

(v) Meal Breaks

A meal break of not less than 30 minutes and not more than one hour shall be allowed for a meal. An employee shall not be required to work for more than four and a half hours without a meal break, except in cases of emergency or by agreement with the employee, when the time may be extended to five hours or, in the case of part-time employees, to no more than six hours.

Provided that meal breaks may be implemented on the basis of what applies to the majority of employees in the establishment.

Provided further that where a tea attendant is required regularly to work over four and one-half hours and up to a maximum of five hours without a meal break, such employee shall be granted a paid tea break between the second and third hour from commencement of duty. Such meal break shall be not less than half a hour or more than one hour.

7. IMPLEMENTATION of 38-HOUR WEEK

Assessment should be made as to which method of implementation best suits the business and such proposal shall be discussed with employees in an effort to reach agreement. In the absence of agreement, the matter should be referred to the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, who will then negotiate with the employer to seek agreement. Failure to reach agreement between the parties will cause either party to apply to the Industrial Relations Commission of New South Wales for determination.

Provided that in mixed enterprises the 38-hour week may be implemented on the basis of what applies to the majority of employees at the establishment.

8. ROSTERED DAYS OFF DUTY

Where, by mutual agreement between an employer and the employees, a 38-hour week is, or has been, implemented on the basis of a rostered day off in each cycle of 20 working days, the following provisions shall apply

- (i) Rostering:
 - (a) Rostered days off shall be scheduled by mutual agreement between employees and the employer.
 - (b) Except as provided by paragraph (c) of this subclause, an employee shall be advised by the employer at least four weeks in advance of the weekday the employee is to be rostered off duty.
 - (c) The employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to be rostered off duty for another day in the case of a breakdown of machinery or to meet the requirements of the business.
 - (d) An individual employee, with the agreement of the employer, may substitute the day such employee is rostered off duty for another day.
 - (e) In the event that an employee is rostered off duty on a day, which coincides with payday, such employee shall be paid no later than the working day immediately following payday.

- (ii) Payment of Rostered Days Off

For every ordinary hour paid for, payment to the employee of 1/20 (five per cent) of the hourly rate (weekly rate divided by 38) will be withheld by the employer and then paid in the pay week in which the employee's rostered day off is taken.

- (iii) Rostered Day Off Falling on a Public Holiday

In the event of an employee's rostered day off duty falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. Provided that, in the absence of agreement, the substituted day shall be determined by the employer.

(iv) Work on Rostered Day Off Duty

Any employee required to work on a rostered day off shall be paid in accordance with the provisions of clause 15, Overtime.

(v) Sick Leave and Rostered Days Off

Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.

9. WAGES

(i) Weekly Employees

The minimum rate of pay for classifications shall, from time to time effective, be as set out in Table 1 - Wages, of Part B, Monetary Rates, and the rates for allowances shall be as set out in Table 2 - Allowances, of the said Part B.

(ii) Part-time employees for each hour worked during the ordinary time shall be paid the hourly equivalent of the appropriate weekly wage prescribed by this award for the class of work performed by them, subject to the provisions of clause 15, Part-time Employees - Terms of Engagement.

(iii) A casual employee for working ordinary time shall be paid per hour 1/38 of the weekly wage prescribed by this award for the class of work performed, plus 15 per cent.

(iv) The hourly rates of pay prescribed in subclauses (ii) and (iii) of this clause shall be calculated to the nearest whole cent, any amount less than a half-cent in the result to be disregarded.

(v) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:

(a) any equivalent over award payments; and/or

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

10. ENTERPRISE CONSULTATION

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

11. ADDITIONAL RATES

(i) Leading Hands

Employees placed in charge of other employees shall be paid, in addition to their ordinary wages, an amount as follows:

1-5 employees -	an amount as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates.
6-10 employees -	an amount as set out in Item 2 of the said Table 2.
11 or more employees -	an amount as set out in Item 3 of Table 2.

(ii) First-aid

An employee who is a qualified first-aid attendant and is employed to carry out the duties of a qualified first-aid attendant shall be paid an additional amount per week as set out in Item 4 of Table 2 or an amount per day as set out in Item 5 of Table 2.

(iii) Qualification Allowance

An employee acting as a leading hand or caretaker who has successfully completed the Cleaning Supervisor's Course at the Sydney Technical College, or a course deemed by the employer to be of equivalent qualification, shall be paid an additional amount per week as set out in Item 6 of Table 2 or an amount per day as set out in Item 7 of Table 2. Such amount shall be part of the ordinary rate of pay for all award purposes.

(iv) Caretakers

(a) Security Licence

A caretaker required to hold a Class 1A Security Licence pursuant to the provisions of the *Security Industry Act 1997*, shall have the cost of such licence reimbursed by the employer on completion of each 12 months' service.

(b) Training

- (a) All caretakers who during their current employment are required to undertake an approved training course, nominated by the employer and as required by the provisions of the *Security Industry Act 1997* (and Regulations) or as required by their employer, shall have the costs of such training (courses) reimbursed by the employer.

Provided that the undertaking of the said training course is a requirement of the employee's current position.

- (b) Reimbursable costs as referred to in subparagraph (a) of this paragraph shall include excess travelling expenses relating to the attendance at the said courses.

- (c) (1) Employees shall be granted time off without loss of pay during ordinary hours to attend training courses referred to in the said subparagraph (a).

- (2) In cases where the courses are to be held outside the rostered shift or the employee is required to attend the course, then:

- (i) The rostered shift should be altered so that the employee can attend during ordinary working hours; or
- (ii) for the time spent attending the course, the employee can be granted time off in lieu on an hour-for-hour basis at a time convenient to the employer; or
- (iii) the employee shall be paid for attending the course at ordinary-time rates without the addition of penalties. Provided that such attendance shall not form part of the employee's ordinary roster for the purposes of clause 6, Hours.

The employee may elect which is the preferred option from subsections (i), (ii) or (iii) of this section with the option to be applied to be finally determined by the employer having regard to the needs of the establishment.

(v) General

(a) Locomotion

Where an employee is required by the employer to use a motor cycle or other motor vehicle it shall be provided and shall be maintained by the employer or, if supplied by the employee, the employee shall be reimbursed each week the sum of an additional amount as set out in Item 13 of Table 2 for each shift worked, plus the cost of fuel used on the employer's business. In the case of an employee providing a bicycle for use in the employer's business, a payment of an additional amount as set out in Item 14 of Table 2 for each shift worked shall be made.

(b) Uniform Clothing - Laundering or Dry Cleaning

Overalls and coveralls and any uniforms where supplied or required by the employer to be worn shall be laundered or dry cleaned at the employer's expense; provided that a laundry allowance of an additional amount as set out in Item 15 of Table 2 for each ordinary shift worked may be paid in lieu thereof.

12. SHIFT ALLOWANCES

(i) Cleaners

The following additional allowances for shift work shall be paid to employees in respect of work performed during ordinary hours of shift as defined in subclauses (x), (xi), (xii) and (xiii) of clause 3, Definitions:

	Percentage
Early morning shift	10
Afternoon shift	15
Night shift, rotating with day or afternoon shift	17.5
Night shift, non-rotating	30

(ii) Broken Shift Workers

Employees working broken shifts as provided in paragraph (d) of subclause (ii) and subclause (v) of clause 6, Hours, shall be paid the following additional allowance:

- (a) For each broken shift so worked a shift allowance per shift extra as set out in Item 20 of Table 2 - Allowances, of Part B, Monetary Rates.
- (b) Excess fares allowance at the rate of an additional amount per week extra as set out in Item 21 of the said Table 2.

(iii) Caretakers

A caretaker required to work ordinary hours after 6.00 p.m. or 9.00 p.m., as the case may be, shall receive the following additional allowances for each hour so worked:

(a) In public buildings

	Percentage
Between the hours of 6.00 p.m. and midnight	15
Between the hours of midnight and 6.00 a.m.	30

(b) In other than public buildings

Between the hours of 9.00 p.m. and midnight	15
Between the hours of midnight and 6.00 a.m.	30

13. SATURDAY AND SUNDAY WORK DURING ORDINARY HOURS

- (i) Employees who are required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:

Saturday Work - Time and one-half.

Sunday Work - Time and three quarters.

- (ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon the shift work allowances prescribed in clause 12, Shift Allowances.
- (iii) For the purpose of this clause, the rate prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees, including casual employees, provided that such casual employees are employed in establishments operating from Monday to Sunday.
- (iv) Provided that if an employee required to perform work on a Sunday outside ordinary hours they shall be paid at the rate of double time, with a minimum payment of not less than four hours at such rate for each start.

14. HIGH CLEANING (OTHER THAN STEAM CLEANERS)

- (i) Cleaners covered by this award shall clean outside as required and shall clean above floor or ground level as is safely accessible. Provided that where ladders are used, the safety requirements of the *Construction Safety Act 1912*, are complied with.
- (ii) After sunset employees shall not be required to clean the outsides of windows above the ground floor. The insides of windows may be cleaned, provided that this does not necessitate such windows being opened.
- (iii) An employee required to clean windows where it is necessary to go wholly outside the window or climb around an outside column to do such cleaning, and if such cleaning or climbing is at a height of more than 4.5720m (15 feet) from the ground or veranda, shall be paid an amount extra for each window as set out in Item 22 of Table 2 - Allowances, of Part B, Monetary Rates, unless the outside window or column ledge is more than 60 cm (24 inches wide): Provided that nothing in this clause shall apply to cleaning from a ladder resting on the ground which is secured at the base by rope or other satisfactory means and secured at the top.

- (iv) Where cleaning is done from a ladder and the height of any portion of the window to be cleaned exceeds 6.096 metres (20 feet) from the ground, the employee shall be paid an amount per window as set out in Item 23 of the said Table 2 for each window so cleaned.
- (v) Where an efficient safety device is provided, subclauses (iii) and (iv) of this clause shall not apply.

15. PART-TIME EMPLOYEES - TERMS OF ENGAGEMENT

Employees may be employed on a part-time basis under the terms of this award, subject to the following conditions:

- (a) The definition of part-time employee (see subclause (v) of clause 3, Definitions).
- (b) That the provisions prescribed for part-time employees in clause 9, Wages, are applied to such employees.

16. PART-TIME EMPLOYEES - MINIMUM ENGAGEMENT

- (i) Tea Attendants

Part-time employees shall be paid a minimum of two hours' pay for each day engaged. Provided that when an employee is required to report for duty on more than one occasion on any day the employee shall be paid a minimum of four hours' pay for each day so engaged.

- (ii) Cleaners

A minimum payment of three hours shall be made for each start, provided that, in the case of suburban and country bank branches or agencies the minimum payment shall be two hours; provided further that, in the case of small businesses employing only one cleaner, the minimum payment shall be two hours. Provided further that, in the case of cleaners employed by dentists and doctors to clean surgeries, the minimum payment shall be one hour.

- (iii) Other employees

A minimum payment of three hours shall be made for each start.

17. CASUAL EMPLOYEES

Casual employees may be employed under the terms of this award subject to the following conditions:

- (i) The definition of a casual employee (see subclause (vi) of clause 3, Definitions).
- (ii) A minimum payment of three hours shall be made for each start, provided that:
 - (a) In the case of cleaners employed by dentists and doctors to clean surgeries the minimum payment shall be one hour.
 - (b) In the case of cleaners employed to clean a non-government school the minimum payment shall be two hours where only two cleaners are employed and where only one cleaner is employed the minimum payment for that cleaner shall be one hour. (For the purpose of this paragraph, "school" includes all buildings, structures, premises and the like ancillary to a school.)

18. PAYMENT OF WAGES

- (i) Wages may be paid weekly or fortnightly where such method of payment applies to the majority of employees at the establishment.
- (ii) Wages may be paid by cash or in lieu thereof an employee may request payment by cheque. Provided that wages may be paid by electronic funds transfer into a bank or other such account at the employer's discretion.
- (iii) Employees shall be paid within 48 hours of wages becoming due and, in any event, no later than Thursday in their pay week. Provided that casuals shall be paid within one hour of the termination of employment.

Provided that in mixed enterprises the day observed as pay day for the majority of employees in that industry shall be the pay day for the employees covered by this award.

- (iv) Employees kept waiting for more than 15 minutes after their normal ceasing time for the payment of wages shall be paid at ordinary rates for the period from the normal ceasing time until payment is made.

19. UNION DUES

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

- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly or monthly as the case may be. The Union shall give the employer a minimum of two months notice of any such change.
- (vi) An employee may at any time revoke in writing an authorization to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorized the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorization to the employer in order for payroll deductions of union membership fees to cease.
- (viii) This clause shall take effect:
 - (i) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 8 September 2003.
 - (ii) In the case of employers who do not fall within subparagraph (i) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on 8 December 2003.
 - (iii) For all other employers, from the beginning of the first pay period to commence on or after 8 March 2004.

14. MISCELLANEOUS CONDITIONS

(i) Caretakers

- (a) Where a caretaker is provided with accommodation a deduction may be made from the wages of not more than \$4.00 per week being a deduction for rent, fuel and lighting.
- (b) An employer shall not require a resident caretaker to vacate living quarters during the annual leave period for use by a relieving caretaker unless such arrangements are mutually agreed to between the caretaker and the relieving caretaker.
- (c) Where a resident caretaker is transferred to a building owned or controlled by the same employer, removal expenses shall be paid by the employer, who shall grant the employee reasonable paid time to effect the transfer.

(ii) Lift Attendants

- (a) Where practicable, seats shall be supplied in lifts for the use of lift attendants.
- (b) The employer shall supply a suitable fan in enclosed passenger lifts where such lifts are operated by a lift attendant.
- (c) An employee required to wear a uniform shall be allowed to dress in the employer's time. Uniforms so required shall be supplied and laundered or dry cleaned by the employer free of cost to the employee.

(iii) Tea Attendants

(a) Uniforms

Where an employee is required by the employer to wear a uniform, two such uniforms per year shall be supplied and laundered, free of charge, to the employee.

(b) Dressing Accommodation

Where an employer requires a tea attendant to wear a uniform, and where it is necessary or customary for employees to change, suitable dressing accommodation and facilities shall be provided.

(iv) Means of Exit

Provisions shall be made for an exit for night employees in case of necessity.

(v) Board and Lodging

It shall not be made a term of employment that an employee shall board or lodge with the employer. This subclause shall not apply to caretakers.

(vi) Accommodation for Meals

Employers shall allow employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from the weather and every such employee shall be provided by the employer with adequate facilities for tea making and for heating food.

(vii) Rubber Boots

Where employees are required to work in wet conditions they shall be supplied with rubber boots, which shall remain the property of the employer.

(viii) Protective Clothing

An employee who is required to work in wet weather conditions shall be supplied by the employer with suitable wet weather clothing, including a waterproof coat or cape, waterproof hat, trousers and boots. Such clothing shall remain the property of the employer.

(ix) Work Clothing

Clean overalls or wrap-ons, gloves and safety footwear shall be supplied by the employer where such is required in the performance of duty.

(x) Work Materials

All materials for cleaning purposes, including soap and/or detergent, shall be supplied by the employer, including materials for washing up purposes. Such materials shall, where practicable, be kept in a suitable room on the premises separate from any meal or dressing accommodation.

(xi) Rubber Gloves

- (a) Where employees are required to clean toilets or to use acids or other injurious substances they shall be supplied with rubber gloves, which shall remain the property of the employer.
- (b) Where required, employees shall be supplied by the employer with rubber gloves, which shall be replaced when unserviceable.

(xii) Dressing Accommodation

Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.

21. OVERTIME

- (i) For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter. In computing overtime each day's work shall stand-alone.

- (ii) Meal allowance

An employee required to work overtime after working ordinary hours in excess of one hour shall be paid an amount as set out in Item 18 of Table 2 - Allowances, of Part B, Monetary Rates, for each meal unless notice to work has been given to such employee on or before the termination of the previous shift or day, as the case may be. An employee required to work in excess of one hour after completion of an ordinary shift without being notified of overtime before the completion of the previous day or shift shall be paid a meal allowance of an amount as set out in the said Item 18. A further meal allowance as set out in Item 18 shall be paid on the completion of each additional four hours' overtime worked.

- (iii) Where overtime or extra shifts are required to be worked, the employer shall give preference for such work to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.
- (iv) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that there has not been at least

the following specified period off duty between those times shall, subject to this subclause, be released after completion of such overtime until there has been such period off duty without loss of pay for ordinary working time occurring during such absence. The specified period shall be:

- (a) for shift workers, eight hours, including the normal changeover time, if any;
- (b) for day workers, ten hours.

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

(v) Reasonable Overtime

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

22. CALL BACK

An employee required to attend the employer's premises for any reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance. Provided that this clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. Provided further that such employee shall be given at least eight hours off duty excluding travelling time in excess of 30 minutes and a meal break of 30 minutes, before being required to resume ordinary hours. If such employee is requested to resume duty before eight hours' rest is given, then payment at double ordinary rates until the employee has been relieved from duty for a period of eight hours shall apply.

23. MIXED FUNCTIONS

An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the ordinary classification payable shall be paid the higher rate for such day or shift; provided that an employee engaged for less than two hours on any one day or shift shall be paid the higher rate for the time so worked.

An employee who is required to perform work temporarily for which a lower rate is paid shall not suffer any reduction in wages whilst so employed, provided that any work of less than one week's duration shall be deemed to be temporary.

24. TRAVELLING TIME AND EXPENSES

Where an employee is sent to work from an employer's recognised place of business the employer shall pay all travelling time from such place of business to the job, and if the employee is required to return the same day to the employer's place of business, the employer shall pay travelling time to the place of business. An employee sent for duty to a place other than the regular place of duty or required by the employer to attend a court of inquiry in connection with the employment shall be paid reasonable authorised expenses.

25. HOLIDAYS

- (i) The days on which the following holidays are observed shall be holidays under this award, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State and the picnic day of the union, which shall be held on a day to be determined each year by agreement between the employer and the employees. Provided that where a day is observed either as a picnic day or as an additional day by the general body of employees in any establishment, then such day may be substituted for the picnic day of the union as a holiday for any employees in that establishment entitled to such a picnic day or additional day as a holiday under this award.
- (ii) Except as hereinafter provided, the above holidays falling on an ordinary working day shall be paid for if not worked; if worked, the employee shall be paid double time and one-half, with a minimum payment of not less than four hours at such rate for each start.
- (iii) For the purposes of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of working hours fall on the holiday, in which case all time worked shall be regarded as holiday work; provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.
- (iv) (a) Where a holiday occurs on the rostered day off of a caretaker other than a rostered day given pursuant to the provisions of clauses 7, Implementation of 38-Hour Week, and 8, Rostered Days Off Duty, and:
 - (1) the caretaker or seven-day shift worker is not required to work on that day, the employer shall pay such employee eight hours' ordinary pay in respect of such day; or
 - (2) the caretaker or seven-day shift worker is required to work on that day, the employer shall pay such employee eight hours' ordinary pay in respect of such time and, in addition, at the rate of time and one-half for the first eight hours (with a minimum payment of four hours) and double time and a half thereafter.

- (b) The employer may, in lieu of the payment of eight hours' ordinary pay prescribed in paragraph (a) of this subclause, add a day to the annual leave period.
- (c) Any day or days added in accordance with this subclause shall be the working day or working days immediately following the annual leave period to which the caretaker or seven-day shift worker is entitled to under clause 26, Annual Leave.
- (d) Where the employment of a caretaker or seven-day shift worker has been terminated and as a consequence there is an entitlement under section 4 of the *Annual Holidays Act 1944* to payment in lieu of an annual holiday with respect to a period of employment, such employee shall be entitled also to an additional payment for each day accrued under this clause, at the appropriate ordinary rate of pay, if payment has not already been made in accordance with paragraph (a) of this subclause.
- (v) Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

26. ANNUAL LEAVE

- (i) All employees except caretakers and seven-day shift workers - See *Annual Holidays Act 1944*.
- (ii) Caretakers and Seven-day Shift Workers
 - (a) In addition to the benefits provided by section 3 of the *Annual Holidays Act 1944* with regard to an annual holiday of four weeks, a caretaker, at the end of each year of employment, shall be entitled to the additional leave as prescribed below:
 - (1) If during the previous year of employment there has been continuous service as a caretaker or seven-day shift worker, the additional leave with respect to that year shall be one week.
 - (2) If during the previous year of employment there has only been service of a portion of it as a caretaker or seven-day shift worker, the additional leave shall be 3¼ hours for each completed month

of employment as a caretaker; provided that where the additional leave is or comprises 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.

- (b) Where the employment of a caretaker or seven-day shift worker is terminated and there is thereby an entitlement under section 4 of the *Annual Holidays Act 1944* to payment in lieu of an annual holiday with respect to a period of employment, such employee also shall be entitled to an additional payment of 3¼ hours at such ordinary rate of pay for each completed month of service as a caretaker or seven-day shift worker.

- (iii) Payment During Annual Leave

All employees shall receive payment for annual leave periods calculated at their ordinary rate of pay in accordance with the provisions of the *Annual Holidays Act 1944* and shall, in addition, be paid all shift allowances, Saturday penalty payments and Sunday penalty payments relating to ordinary time the employee would have worked if the employee had not been on annual holidays. Such payment shall not include any penalty payment in respect of a public holiday occurring during the annual holiday, which is a public holiday on which the employee would have worked on an ordinary shift.

27. ANNUAL LEAVE LOADING

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

NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (v) of this clause.

- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.

- (iv) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iii) of this clause, at the rate per week of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing annual holiday together with, where applicable, the leading hand allowance, qualification allowance and the first-aid allowance prescribed by clause 11, Additional Rates, but shall not include the Saturday penalty for ordinary hours wherever prescribed by this award, nor shall it include any other allowance, penalty rates, shift allowances, overtime rates or any other payments prescribed by this award.

- (v) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day there would have become an entitlement under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (iv) of this clause, applying the award rates of wages payable on that day.

- (vi) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employee concerned:
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such holiday shall be paid the loading calculated in accordance with subclause (iv) of this clause.

 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable under the Act, such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to an annual holiday prior to the closedown as the employee's qualifying period of employment in completed weeks bears to 52.

- (vii) (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (iv) of this clause for the period not taken.

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

- (viii) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

28. LONG SERVICE LEAVE

See Long Service Leave Act 1955.

29. SICK LEAVE

- (i) An employee who, after not less than two months' continuous service with the employer, is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious or wilful misconduct, shall be entitled to be paid at the ordinary-time rates of pay for the time of such non-attendance, subject to the following conditions and limitations:
 - (a) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to payment under the *Workplace Injury Management and Workers' Compensation Act, 1998*.
 - (b) The employee, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, shall inform the employer of the inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
 - (c) The employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed (that evidence may, at the employer's discretion, include a doctor's certificate); provided that a Statutory

Declaration shall be accepted in respect of any single-day absences, but not more than two such declarations in any one year.

- (d) Subject to subclause (iii) of this clause, the employee shall not be entitled in any one year of service to more than one week's sick leave in the first year of service and two weeks sick leave in the second and each subsequent year of service.
- (e) Subject to the provisions of paragraphs (c) and (d) of this subclause, an employee who takes sick leave during the first year of employment shall be entitled to one day's leave at the end of each two months of service.

(ii) Definition of Week

For the purpose of this clause, "week" means:

- (a) In the case of part-time employees - the number of ordinary weekly hours regularly worked by such employees.
- (b) In the case of all other weekly employees - 38 hours.

(iii) Cumulative Sick Leave

The rights under this clause shall accumulate from year to year so that any part of the entitlement, which has not been taken in any year, may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any subsequent year of employment.

(iv) Definition of Continuous Service

- (a) For the purpose of this clause, continuous service shall be deemed not to have been broken by:
 - (1) any absence from work on leave granted by the employer; or
 - (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall, in each case, be upon the employee); provided that time so lost shall not be taken into account in computing the qualifying period of three months.

(b) Service before the date of coming into force of this award shall be taken into account in computing the qualifying period of two months.

(v) Attendance at Hospital

Notwithstanding anything contained in subclause (i) of this clause, a weekly employee suffering injury through an accident arising out of and in the course of employment (not being an injury in respect of which there is an entitlement to workers' compensation) necessitating attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction in pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the employer for all expenses reasonably incurred in connection with such attendance and expenses shall include fares.

(vi) Mixed Industries

In any establishment where sick leave is prescribed by award or agreement, Commonwealth or State, for the majority of employees in that establishment, such provision may apply to an employee otherwise entitled to sick leave in accordance with this clause; provided that such provisions are equal to or more beneficial than this award.

(vii) Exemptions

This clause shall not apply to:

- (a) Employees of the Egg Marketing Board whilst such employer continues to observe the present conditions relating to sick pay in force in its establishment.
- (b) Peters' Ice Cream Pty. Limited in respect of its employees who are members of the Peters' American Delicacy Employees' Benefit Society.
- (c) Employees of W.D. and H.O. Wills (Aust.) Limited and the Allied Manufacturing and Trading Industries Limited whilst such employers continue to observe the present conditions relating to sick pay.
- (d) Sungravure Limited is exempted from the provisions of this clause in respect of its employees who have elected or will elect to become members of that company's sickness and accident insurance scheme.

30. STATE PERSONAL/CARER'S LEAVE

- (1) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 29, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take care's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

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

(2) Unpaid Leave for Family Purpose

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

(3) Annual Leave

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

- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

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

31. CATHOLIC EMPLOYERS - PERSONAL/CARER'S LEAVE

Clause 29 (i)(d), 29A and 32 shall not apply to employees of a body which has been established to propagate religion, who are covered by the *Miscellaneous Workers (Catholic Personal/Carer's Leave) (State) Award* published 7 May 1999 (309 I.G. 196) as varied.

32. BEREAVEMENT LEAVE

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of clause 30, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 30. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

33. JURY SERVICE

- (i) An employee shall be allowed leave of absence during any period when required to attend for jury service: Provided that such leave shall be limited to a maximum of two weeks in any one period of jury service.
- (ii) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal rate of pay as if working.
- (iii) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

34. ATTENDANCE AT REPATRIATION CENTRES

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

- (a) such lost time does not exceed four hours on each occasion and a maximum of 20 hours per annum;
- (b) the employee produces evidence satisfactory to the employer that such employee is so required to and subsequently does attend a repatriation centre;

Provided that the employer shall be entitled to deduct from such lost time any payments the employee is entitled to receive for lost time from the Department of Veterans Affairs in respect of any such attendance.

35. EXEMPTIONS

- (i) The CSR Co. Limited at Concord Plaster Mills, in respect of cleaners, is exempted from the provisions of this award.

- (ii) John Fairfax and Sons Pty Limited is exempted from the provisions of this award so long as it observes the terms and conditions of Industrial Agreement No. 7073 filed with the Industrial Registrar on 7 December 1983 or any industrial agreement varying or replacing such agreement.

- (iii) Sungravure Limited is exempted from the provisions of clause 25, Holidays, of this award, provided that the following provisions are applied and observed:
 - (a) Subject to the provisions of this subclause, the day on which the following holidays are observed shall be holidays, namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with any public holiday proclaimed as a special day under section 19 of the *Bank Holidays Act* 1912. If so required by the employer, the employee will work on these holidays and shall be allowed an extra day's leave which, if not taken at any time by mutual agreement, shall be added to the employee's annual leave and taken according to the next succeeding roster for annual leave following the roster in operation at the time of the occurrence of the public holidays.

 - (b) Employees not required to work on any days referred to in paragraph (a) of this subclause, by reason of such holiday being one of their two weekly rostered days off, shall be allowed an extra day's leave which, if not taken at any time by mutual agreement, shall be added to the employee's annual leave and taken according to the next succeeding roster in operation at the time of the occurrence of the public holiday.

- (iv) Australian Consolidated Press Limited and Conpress Printing Limited are each exempted from the provisions of clause 25, Holidays, subject to the following provisions being applied and observed:
 - (a) Subject to the provisions hereinafter contained, the days on which the following holidays are observed shall be holidays, namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with any public holiday proclaimed as a special day under section 19 of the *Bank Holidays Act* 1912. If so required by the employer, the employee shall work on those holidays or any of them and an employee who so works shall be paid either an additional day's pay for the holidays so worked or, by mutual agreement, shall be

allowed an additional day's leave within a reasonable time.

- (b) An employee not required to work on a holiday mentioned in paragraph (a) of this subclause, by reason of such holiday being one of his/her two weekly rostered days off, shall either be paid an additional day's pay for that holiday or, by mutual agreement, be allowed an additional day's leave within a reasonable time.
- (v) The provisions of clauses 26, Annual Leave; 27, Annual Leave Loading; 29, Sick Leave; 32, Bereavement Leave, and 34 Attendance at Repatriation Centres, shall not apply to employees of The Commissioner for Main Roads, who shall be entitled to the provisions of the Uniform Leave Conditions for Ministerial Employees in Government Departments and Equivalent Employees in Corporate Bodies.
- (vi) The Public Employment Industrial Relations Authority Service Board is exempted from the provisions of this award so long as it observes the terms and conditions of the *Crown Employees (Security and General Services) Award* published 31 January 1992 (267 I.G. 853), as varied, or any award made rescinding or varying that award.
- (vii) Reckitt and Colman Pharmaceuticals Pty Limited and Samuel Taylor are exempted from the provisions of this award so long as they observe the terms and conditions of signed industrial agreements executed between the said companies and the union.
- (viii) The Roads and Traffic Authority of New South Wales is exempted from the provisions of this award so long as it observes the terms and conditions of the *Crown Employees (Security and General Services) Award* or any award rescinding and replacing that award.

36. DISPUTE PROCEDURE

It is the intention of the parties to this award to eliminate disputes, which result in stoppages, bans or limitations, and it is agreed that the parties to this award shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.

The parties further agree that, subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or dispute, which arises, shall, where possible, be settled by discussion on the job between the employee and the immediate supervisor.
- (ii) If the matter is not resolved at this level, the matter will be further discussed between the affected employee, the union delegate and the supervisor or manager of the relevant section or department, and the employer's industrial representative shall be notified.
- (iii) If no agreement is reached, the union organiser and union delegate will discuss the matter with the company's nominated industrial relations representative.
- (iv) Whilst the foregoing procedure is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved it may be referred by the parties to the Industrial Relations Commission of New South Wales for settlement.

37. ENTERPRISE ARRANGEMENTS

Refer to the Enterprise Arrangements Principle of the State Wage Fixing Principles.

38. LEAVE RESERVED

- (i) Leave is reserved to the union to apply as it may be advised as follows:
 - (a) Any change in wage indexation.
- (ii) Leave is reserved to the Crown in the State of New South Wales to apply as it may be advised in respect of exempting its female employees from this award.
- (iii) Leave is reserved to the employers to apply as they may be advised in respect of the amount to be deducted for rent, fuel and lighting from a resident caretaker's wages.
- (iv) Leave is reserved generally in respect of subclauses (iii) and (iv) of clause 35, Exemptions, in so far as they concern Sungravure Limited, Mirror Newspapers Limited and News Limited,

Australian Consolidated Press Limited and Conpress Printing Limited, respectively.

- (v) Leave is reserved generally in respect of the classification structure.

39. SAVINGS CLAUSE

- (i) Existing employees shall not be compelled to become either part time employees or seven-day shift workers as a result of changes to this award. New employees may be engaged as part time employees or seven-day workers.
- (ii) Any part time employee currently in the receipt of a 20 per cent part time loading shall continue to receive such loading.
- (iii) Cleaners employed as at 7 April 1999 who were receiving the additional amount for being:
 - (a) engaged on refuse disposal and/or sorting for incineration or furnaces; or
 - (b) required for work in lavatories, on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitate the employee kneeling shall continue to receive those additional amounts.
- (iv) Caretakers employed as at 7 April 1999 who were receiving the additional amount for:
 - (a) acting in the dual capacity of caretaker and lift attendant; or
 - (b) holding either:
 - (1) Refrigeration Driver's Certificate of Competency, 1st and 2nd Class (Air Conditioning); or
 - (2) Boiler Attendant Certificate, Open Class;

in an establishment where called upon to exercise the use of those certificates shall continue to receive those additional amounts.

40. SUPERANNUATION

PART 1

Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and s.124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

PART 2

(A) Definitions - In this clause:

- (i) **“A.S.S.E.T.”** means the Australian Superannuation Savings Employment Trust.
- (ii) **“A.R.F.”** means the Australian Retirement Fund.
- (iii) **“Union”** means the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.
- (iv) **“Ordinary-time earnings”** means:
 - (a) In the case of a weekly employee, the award classification rate of pay (including, where applicable, leading hand allowance and/or shift allowance), together with any over award payment for ordinary hours of work.
 - (b) In the case of a part-time or casual employee, the number of ordinary hours worked in each week multiplied by the appropriate hourly rate for the award classification of the employee (including, where applicable, the leading hand allowance and/or the part-time or casual loading and/or shift allowance).
 - (c) Provided that it shall not include overtime, meal money, occasional bonus payments, or any other ancillary payments of a like nature.
- (v) **“Over award payment”** means the amount (whether it be termed “over award payment”, “attendance bonus”,

“service increment”, or any term whatsoever) which an employee would receive in excess of the award rate of pay for the classification in which such employee is engaged. Provided that such payment shall exclude overtime, meal allowances and any other ancillary payments of a like nature.

- (vi) **“Trustee”** means the trustee of an approved fund as may be appointed from time to time.

(B) Fund

- (i) The employer shall make the superannuation contributions or improvements pursuant to this clause to any of the following funds selected by the employer, provided that such fund complies with the Act:

- (a) A.S.S.E.T.
- (b) A.R.F.
- (c) Any approved fund that has application to other employees in the employer’s business.

- (ii) Provided further that an employer shall not be compelled to contribute to more than one fund in respect of employees covered by this clause.

(C) Pre-existing Arrangements

Nothing in this clause shall affect any arrangement for the payment of three per cent occupational superannuation into a fund that complies with the legislation referred to in Part 1 of this clause to which an employer prior to 26 August 1991 was making contributions on behalf of employees; provided that such contributions were intended to be, and are, in full satisfaction of the superannuation principle adopted by the State Wage Case of 1986, as varied from time to time by subsequent State Wage Case decisions.

(D) Employer to Become Party to an Approved Fund

- (i) Each employer bound by this clause shall sign and execute an application to become a participating employer of an approved fund determined in accordance with subclause (B), Fund, of this clause, within one month of an employee becoming an eligible employee in accordance with subclause (F), Eligibility of Employees, of this clause.

- (ii) Each employer bound by this clause shall become party to the approved fund upon the acceptance by the Trustee of the approved fund of an application to become a participating employer, duly signed and executed by each employer and the Trustee of the approved fund.
- (iii) Each employer bound by this clause shall provide every employee who is not already a member of the approved fund with a membership application form for the approved fund upon commencement of service or upon commencement of this clause.

(E) Employee to Enrol in Approved Fund

Each employee, upon becoming eligible to become a member of a fund determined in accordance with this clause, shall:

- (i) complete and sign the necessary application form(s) to enable that employee to become a member of that fund;
- (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in subclause (G), Contributions, of this clause.

(F) Eligibility of Employees

(i) Date of becoming eligible:

(a) Permanent Employees:

All weekly and part-time employees shall be eligible to join the approved fund after three months continuous service with the employer. Provided that part-time employees shall regularly work 12 hours or more per week.

(b) Casual Employees

Casual employees shall be eligible to join the approved fund if they regularly work 12 hours or more per week and have completed six months service with a particular employer.

(ii) Payment from Date Eligible:

Notwithstanding the date upon which an employee signs a membership application form (refer subclause (E)), contributions in accordance with subclause (G),

Contributions, of this clause, shall be made from the date when the employee became accepted for membership.

(G) Contributions

- (i) Subject to subclauses (F) and (H) of this clause, an employer shall contribute to a superannuation fund in accordance with subclause (B), Fund, of this clause, on behalf of each eligible employee a superannuation contribution equivalent to three per cent of such eligible employee's ordinary-time earnings from the beginning of the first pay period to commence on or after the date from which the employer is made a respondent to this award.
- (ii) The benefits offered by the fund selected in accordance with the said subclause (B) and of which the employee is a member, may be improved such that the improvements are equivalent to the value of contributions required to be made by this clause and are in accordance with Superannuation Legislation.
- (iii) A pro rata deduction shall be made from the weekly contribution payable for any unauthorised absence of at least one day's duration.
- (iv) An employer shall not be required to contribute during any periods of unpaid leave such as unpaid sick leave, maternity leave or the like, or periods of workers' compensation. The obligation of the employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employer.

(H) Method by Which an Employer Shall Become a Respondent

By a consent application to the industrial committee, or upon the expiration of 21 calendar days from the date of service by the Secretary of the union upon an employer of an invitation to enter into an agreement providing for three per cent occupational superannuation, the employer shall be added or shall be deemed to be added, as the case may be, to the list of respondents in subclause (O), Respondents, of this clause. The employer's obligation to commence payment of contributions, subject to subclauses (F) and (H), shall come into force from:

- (i) the date upon which such employer becomes a respondent to this clause; or
- (ii) a date joined by agreement; or

(iii) the common rule date of operation.

(I) Employee's Failure to Enrol in an Approved Fund

Where an employer has complied with the requirements of subclause (D) and an eligible employee fails to complete, sign and return the application form to become a member of a superannuation fund within 28 days of the receipt by the employee of that form, then that employer shall:

- (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by this award.
- (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee, excepting as from any subsequent date from which a completed and signed application form is received by the employer.
- (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of six months from the date of this original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a prerequisite to the payment of any occupational superannuation contributions, and forward a copy of such advice to the union to which the employee is a member.

(J) Death and Disability Cover

This clause places no requirement on an employee to cover an employee against death, disablement or similar occurrences.

(K) Exemptions

- (i) The following employers shall be exempted from the provisions of this clause:

John Fairfax & Sons Limited;
Rothmans of Pall Mall (Aust.) Limited;
Inghams Enterprises Pty Ltd;
Broken Hill Proprietary Company Ltd and Tubemakers of Australia Ltd or any corporation which is a related

corporation within the meaning of the *Corporations Act* 1981 of either the Broken Hill Proprietary Company Ltd or Tubemakers of Australia Ltd; and Manufacturers Mutual Insurance Limited.

- (ii) Employers of employees who are covered by a superannuation award or agreement made pursuant to the *Industrial Relations Act* 1996, or the *Workplace Relations Act* 1996 (Cth.) shall be exempted from the provisions of this clause.

(L) Remitting Payments

Each employer shall remit to the Trustee of the fund all contributions due in respect of his/her employees retrospectively between the conclusion of the calendar month and before the end of the next calendar month, or in such other times and in such manner as may be agreed in writing between the employer and the Trustee.

(M) Records

Each employer shall retain all records relating to the calculation of payments due to the fund determined in subclause (B), Fund, of this clause in respect of each employee and such records shall be retained for a period of six years. They shall be available for inspection by:

- (a) the officials of the union in accordance with the *Industrial Relations Act* 1996;
- (b) representatives of the Trustee.

(N) Operative Date

This clause shall come into force from the first pay period to commence on or after 26 August 1991 for respondents in subclause (O) of this clause, and such other dates 21 days after employers are served with an invitation from the union to pay occupational superannuation.

(O) Respondents

Name of Company Operative Date

(P) Leave Reserved

- (i) Leave is reserved for any party to apply in Matter No. 1254 of 1990 in respect of any unforeseen circumstances.

- (ii) Leave is reserved for the union to apply for this clause to apply on a common rule basis.
- (iii) Leave is reserved to the parties in relation to the following subclauses:

Subclause (I) - Employee's Failure to Enrol in an Approved Fund.

Subclause (J) - Death and Disability Cover.

(Q) Common Rule

This award may be varied upon application to operate with common rule effect, provided that the operative date of such variation shall be no earlier than the first full pay period to commence on or after 26 February 1992.

41. TRAINEESHIPS

As to traineeships for persons covered by this award, see the *Training Wage (State) Award 2002*, made 6 September 2002 or any other successor award thereto.

42. AREA, INCIDENCE AND DURATION

This changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and principle 26 of the *Principles for Review of Awards* made by the Industrial Relations Commission of New South Wales on 18 December, 1985 [85 IR 38] take effect on and from 24 February 2004.

This award shall apply to caretakers and cleaners employed in or in connection with any place of business, in and about Strata Title units and Company Title units, in schools of arts, literary institutes, lodge rooms (including building used for lodge meetings), museums, schools, excepting female school cleaners employed in schools under the control of the Department of Education, and caretakers and cleaners (as distinguished from groundsmen) in sports grounds, also caretakers and cleaners employed in the Botanic Gardens, in the Sydney Domain, caretakers of racecourses, agricultural grounds and recreation grounds, and cleaners employed in cleaning building, other than grand and public stands, stables and animal pavilions on racecourses, agricultural grounds and recreation grounds, office cleaners, tea attendants, caretakers and lift attendants in the State, but shall not apply to persons employed in or in connection with retail stores,

excluding the County of Yancowinna, within the jurisdiction of the Security and Cleaning, &c. (State) Industrial Committee.

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

SECURITY AND CLEANING, &C. (STATE) CONCILIATION COMMITTEE

Industries and Callings

Section 1

Caretakers and cleaners employed in or in connection with any place of business, in school of arts, literary institutes, lodge rooms (including buildings used for lodge meetings), museums, schools and caretakers and cleaners (as distinguished from groundsmen) in sports grounds, also caretakers and cleaners employed solely in connection with churches, caretakers and cleaners employed in the Botanic Gardens in the Sydney Domain, caretakers of racecourses, agricultural grounds and recreation grounds, and cleaners employed in cleaning buildings other than grand and public stands, stables and animal pavilions on racecourses, agricultural grounds and recreation grounds, office cleaners and caretakers, lift attendants, security guards, gatekeepers, caretakers and cleaners employed in and about Strata Title units and Company Title units, retirement villages (including Company or Strata Title retirement units) but excluding establishments which are attached to or have a nursing home or facility providing nursing care located within the grounds of the retirement village and further excluding retirement villages operated by religious organizations and/or charitable institutions and/or voluntary non-profit organizations and tea attendants excepting canteen workers, persons within the present constitution rule of The Health and Research Employees' Association of New South Wales, industrial union of employees, and persons employed within the steel industry in the State, excluding the County of Yancowinna.

Section 2

All persons employed in or in connection with the industry or industries of security or watching (in either case other than employees employed in a shop by the operator thereof during ordinary trading hours in areas intended for public access) and excepting also persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever, but not excluding persons employed in control rooms to monitor, respond to or act upon alarm systems.

Excepting –

Lift attendants in hotels, clubs, boarding houses, restaurants, tea shops and oyster shops and in flats and residential chambers and establishments;

and excepting employees of –

State Rail Authority of New South Wales;
State Transit Authority of New South Wales;
Roads and Traffic Authority of New South Wales;
The Water Board;
The Hunter District Water Board;
South Maitland Railways Pty Limited;
The Electrolytic Refining and Smelting Company of Australia Proprietary Limited, Metal Manufacturers Limited, Australian Fertilizers Limited, and Austral Standard Cables Proprietary Limited, at Port Kembla, including employees employed by Australian Fertilizers Limited on the bone-crushing and fertilizer-mixing and bagging plant at Granville, and in connection with manufacture of acids, chemicals and fertilizers at Villawood;
Blue Circle Southern Cement Limited;
The Kandos Cement Company Limited;
The Council of the City of Sydney and of shire and municipal councils;
The Council of the City of Newcastle;
Sydney Electricity;
The Broken Hill Proprietary Company Limited at Newcastle;
Australian Wire Industries Pty Limited at its Sydney Wiremill;
Australian Iron and Steel Proprietary Limited within the jurisdiction of the Iron and Steel Works
Employees (Australian Iron and Steel Proprietary Limited) Conciliation Committee and the Quarries (Australian Iron and Steel Pty Limited) Conciliation Committee;
Australian Wire Industries Pty Limited at its Newcastle Wiremill;
The Australian Gas Light Company Limited;
Prospect Electricity;
Electricity Commission of New South Wales;

and excepting employees in or about coal mines north of Sydney, in or about coal mines in the South Coast District;

and excepting -

Employees in or about metalliferous and limestone mines or in connection with mining for minerals other than coal or shale, in or about diamond and gem-bearing mines, mining dredges, ore sluicing processes, ore smelting, refining, treatment and reduction works;
All persons employed in or in connection with hospitals, mental hospitals, public charitable institutions or ambulance work;

Persons employed in or by The United Dental Hospital of Sydney;
Cleaners employed on the national ferries;
Security guards employed by the Maritime Services Board of New South
Wales on tugs, dredges, launches and motor boats and lighters;
Gatekeepers under the control of the Department of Agriculture employed in
Tick Quarantine Areas of the State;

and excepting employees within the jurisdiction of the following Industrial
Committees:

Race Clubs, &c., Employees (State);
Special Steels and Steel Products Manufacture (Commonwealth Steel
Company Limited);
Breweries, &c. (State);
Cement Workers, &c. (State);
Cleaning Contractors' (State);
Club Employees (State);
Milk Treatment, &c. and Distribution (State);
Tubemakers of Australia Limited, Newcastle;
Showground, &c., Employees (State);
Sugar Workers (CSR Limited);
County Councils (Electricity Undertakings) Employees;
Shortland County Council;
John Lysaght (Australia) Limited Newcastle;
John Lysaght (Australia) Limited Unanderra;
Australian Wire Industries Pty Limited - Newcastle Ropery;
Tubemakers of Australia Limited, Yennora;
University Employees, &c. (State);
Retail Services Employees (State);
Independent Schools and Colleges, General Staff, &c. (State);
Kindergartens, &c. (State);
Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and
Greenleaf Fertilizers Limited);
Shoalhaven Scheme.