

Vol. 337, Part 4

6 December 2002

Pages 267 - 357



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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

ISSN 0028-677X

CONTENTS

Vol. 337, Part 4

6 December 2002

Pages 267 - 357

| | Page |
|---|------------|
| Awards and Determinations | |
| Awards Made or Varied | |
| Australian Jockey Club Warwick Farm Track Maintenance and Ancillary Staff Award 2002, The | (AIRC) 294 |
| Bowling Clubs Employees (State) | (ERR) 351 |
| Building and Construction Industry (State) | (VSW) 312 |
| Building Crane Drivers (State) | (VSW) 345 |
| Building Employees Mixed Industries (State) | (VSW) 319 |
| Dairying Industry Employees (State) | (VSW) 310 |
| Engine Drivers General (State) | (VSW) 341 |
| Furniture and Furnishing Trades (State) | (VSW) 347 |
| Glass Workers (State) | (VSW) 324 |
| Government Railways (Building Trades Construction Staff) | (VSW) 331 |
| Government Railways (Building Trades Maintenance Staff) | (VSW) 336 |
| Joiners (State) | (VSW) 328 |
| Mushroom Industry Employees (State) Consolidated | (VSW) 308 |
| Musicians' (Multi Media) (State) Consolidated | (VSW) 304 |
| Plant, &c., Operators On Construction (State) | (VSW) 343 |
| School Support Staff (Independent Schools) (State) Award 2001 | (ERR) 350 |
| Simon Engineering (Australia) Pty Ltd, United Colliers CHPP Construction Project Consent Award 2002 | (AIRC) 268 |
| Transport Industry - Redundancy (State) | (VIRC) 349 |
| Practice Direction - | |
| Practice Direction No. 10 | 267 |
| Enterprise Agreements Approved by the Industrial Relations Commission | 352 |
| Contract Agreements Approved by the Industrial Relations Commission | 357 |

SERIAL C1702

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

PRACTICE DIRECTION No. 10

(Pursuant to Rule 89 of the Industrial Relations Commission Rules 1996)

NOTICES OF MOTION

1. The purposes of this Practice Direction are:
 - (a) to clarify and remove doubts as to the requirements for Notices of Motion filed in proceedings under the *Industrial Relations Act 1996* and related legislation and
 - (b) to ensure that an affidavit in support is filed with any Notice of Motion lodged in any matter before the Industrial Relations Commission of New South Wales.
2. This Practice Direction will become effective 14 days after it is published in the New South Wales Industrial Gazette.
3. For the purpose of this Practice Direction:

"the Commission" means the Industrial Relations Commission of New South Wales and includes the Industrial Relations Commission of New South Wales in Court Session, an Industrial Committee, the Contract of Carriage Tribunal and the Industrial Registrar.
4. Unless leave is otherwise granted by the Commission, a party or person filing a Notice of Motion in a matter before the Commission must file an affidavit in support thereof, setting out briefly and concisely the facts upon which the Notice of Motion is based.

Dated 26th November 2002

F. L. WRIGHT *J, President.*

(1651)

SERIAL C1477

**SIMON ENGINEERING (AUSTRALIA) PTY LTD, UNITED
COLLIERIES CHPP CONSTRUCTION PROJECT CONSENT
AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Labor Council of New South Wales, State peak council for employees.

(No. IRC 4278 of 2002)

Before Commissioner Redman

24 July 2002

AWARD

Clause No. Subject Matter

1.0 Title

Section A - The Award

2.0 Parties to the Award

3.0 Objectives

4.0 Induction

5.0 Period of Operation and Renewal of the Award

Section B. - Employment Conditions

6.0 Contract of Employment

7.0 Rates of Pay and Payment of Wages

8.0 Hours of Work

9.0 Rest Periods, Crib Times and Meal Breaks

Section C. - Leave Entitlements

10.0 Sick Leave

11.0 Annual Leave

12.0 Other Leave

13.0 Parental Leave

14.0 Personal/Carer's Leave

Section D. - Employee Benefits

15.0 Workers Compensation and Sickness Benefits

16.0 Superannuation

17.0 Redundancy

Section E. - Issue Resolution

18.0 Inclement Weather

19.0 Dispute Prevention Procedures

20.0 Procedure for Settling Disagreements over Safety
Issues

Section F. - Miscellaneous

21.0 Time Records

22.0 Working Away from Home

- 23.0 Protective Clothing
- 24.0 Employee Representative
- 25.0 Mixed Functions
- 26.0 Compensation for Clothes and Tools
- 27.0 Occupational Health and Safety
- 28.0 Quality Assurance
- 29.0 Anti Discrimination
- 30.0 Role of Unions
- 31.0 No Extra Claims Commitment
- 32.0 On Site Register

Appendix A - Wage rates

1.0 Title

1.1 The Title

This Award is the Simon Engineering (Australia) Pty Ltd, United Colliery CHPP Construction Project Consent Award 2002.

1.2 Application of Award

This Award shall apply exclusively to all employees of Simon Engineering (Australia) Pty Ltd for the above Project for whom classifications and rates of pay are provided herein.

This Award shall apply to any employee of contractors, subcontractors or suppliers of supplementary labour engaged by Simon Engineering (where those contractors, subcontractors or suppliers of supplementary labour are not a party to a relevant industrial instrument. which, on balance, contains rates of pay or conditions no less than those contained in this Award.)

This Award shall have no application to operations or maintenance or to any other work after turnover of work to United Colliery or to any other activities for which Simon Engineering is not responsible.

SECTION A

The Award

2.0 Parties to the Award

- 2.1 The Parties to this Award are (1) SIMON ENGINEERING (AUSTRALIA) Pty Ltd (hereafter "Simon Engineering") and their employees, (2) all contractors engaged by Simon Engineering and their employees (3) The Labor Council of New South Wales (4) and those unions who are affiliated to the Labor Council of New South Wales and who are respondents to this award.

The union's respondent to this Award are: Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; The Australian Workers Union, New South Wales; Electrical Trades Union of Australia, New South Wales Branch; The New South Wales Plumbers and Gasfitters Employees' Union; Transport Workers' Union of Australia, New South Wales Branch; and Construction, Forestry, Mining and Energy Union, (New South Wales Branch).

3.0 Objectives

- 3.1 The key objectives of the Award are to:

encourage a high degree of employee participation, teamwork, trust and shared commitment to the goals of the Project

- develop skill improvement programs for employees
- maintain and consolidate a good safety record for the Project
- promote measures to improve efficiency and minimise waste from construction activities
- promote measures to minimise the impact of construction work on the environment
- provide a set of agreed employment conditions

4.0 Induction

- 4.1 Prior to the commencement of work on site, all project employees shall be required to attend and undertake a project induction session. Officials of the respondent parties may attend these sessions. Employees will have to demonstrate a clear understanding of the issues raised in the induction, prior to beginning actual work.
- 4.2 Inductions will include information and the provision of relevant documentation on the following:
- the scope, purpose and anticipated duration of the project
 - the Project Award and how it governs the contract of employment of each employee
 - compliance with the requirements for legislative, employer, employee and site safety and environmental standards
 - the cooperative objectives of this award
 - the specific dispute resolution procedures of this award.

5.0 Period of Operation and Renewal of the Award

- 5.1 This Award shall take effect on and from 7 August 2002.
- 5.2 The Award will operate for one (1) year.
- 5.3 The parties agree to apply to set this Award aside at the completion of the Project.

SECTION B

Employment Conditions

6.0 Contract of Employment

- 6.1 Except for a casual employee (as defined) employment shall be by the week. One (1) week's notice of termination of employment shall be given on either side or one (1) week's pay shall be paid or forfeited.

7.0 Rates of Pay and Payment of Wages

- 7.1 The ordinary rates shall be those rates as outlined in Appendix A - 'Wage Rates.' The allowances (where applicable) shall be those allowance prescribed in this Award.
- 7.2 All wages, allowances and other monies shall be paid by electronic funds transfer. Payments shall be paid into an employee nominated account with a recognised financial institution and, subject to the

provisions of 7.4 and 7.6, be available to the employee not later than the cessation of ordinary hours of work on Thursday of each working week.

- 7.3 An employee kept waiting for their wages on the nominated payday for more than an hour after the usual time of ceasing work shall be paid at overtime rates for a maximum of four (4) hours. This shall not apply where the employer has taken all reasonable steps to process the payment and the delay is because of fault, error or delay of the transfer of funds within the banking system.
- 7.4 Provided that in any week in which a holiday falls on a Friday wages accrued shall be paid on the previous Wednesday night and provided further that when a holiday occurs on any Thursday wages accrued may be paid on the following Friday. Nothing shall prevent any alternative mutual arrangement between an employer and an employee.
- 7.5 An employer shall not keep more than three (3) days wages in hand.
- 7.6 When notice is given in accordance with Clause 6 - Contract of Employment, of this Award all monies due to the employee shall be paid at the time of termination. Where notice is forfeited, payment must be made within three (3) working days of the termination.
- 7.7 Particulars of details of payment to each employee shall be included in a statement handed to the employee at the time payment is made and shall contain the following information:
- (a) Date of payment.
 - (b) Period covered by such payment.
 - (c) The hours worked for which payment is made.
 - (d) The amount of wages paid for work at ordinary rates.
 - (e) The gross amount of wages and allowances paid.
 - (f) The amount of each deduction made and the nature thereof.
 - (g) The net amount of wages and allowances paid.
 - (h) The name of the Company employing the employees.
 - (i) The amount salary sacrificed (If any).
 - (j) The number of hours paid at overtime rates and the amount paid therefore.
 - (k) The amount of allowances or special rates paid and the nature thereof.

7.8 Other Entitlements

7.8.1 Tool Allowance

A tool allowance of \$20.90 per week shall be paid for all purposes of the award to all tradespersons.

7.8.2 In Charge of Plant Allowance

Where an employee is required by their employer:

- (a) to operate a piece of plant as defined for more than two (2) days in any given week.

- (b) to conduct regular maintenance checks i.e. complete daily checklists and provide to their supervisor on that plant and to undertake minor servicing eg refuelling, greasing, oil replacement, tyre maintaining, tyre pressure.
- (c) That employee will be paid an allowance of \$25 per week flat.

7.8.3 First Aid Allowance

Employees who hold current industry recognised First Aid qualifications and are nominated by the employer to utilise that qualification shall be paid an allowance of \$2 per day (flat) for each day worked.

7.8.4 Leading Hand Allowance

A person specifically appointed to be a leading hand shall be paid at the rate of the undermentioned hourly amounts above the hourly rates of his/her own rate.

| | \$ per hour |
|---|-------------|
| (a) In charge of not more than one person | 0.30 |
| (b) In charge of two and not more than five persons | 0.70 |
| (c) In charge of six and not more than ten persons | 1.20 |
| (d) In charge of more than ten persons | 0.90 |

This allowance is to apply for all purposes of this award.

7.8.5 Other Allowances

- (a) Specialist Skills - Electrical employees who are qualified and required to perform such work shall receive the following all purpose allowance:

| | |
|------------------------------|------------------|
| Electrical Licence | \$26.00 per week |
| Electrical Special Class | \$43.80 per week |
| Electrical Instrument Fitter | \$43.80 per week |
| Instrument, complex systems | \$43.80 per week |

- (b) Specialist Skills - Mechanical

Mechanical employees (as defined) who are qualified to Project standards and are required to perform such work shall receive the following all purpose allowance:

| | |
|-----------------------------|------------------|
| Instruments | \$43.80 per week |
| Instrument, Complex Systems | \$43.80 per week |

- (c) Plumbing Trades:

| | |
|-----------------------|------------------|
| Plumbing Licence | \$38.20 per week |
| Plumbing Registration | \$19.00 per week |

7.9 Fares And Travel

- (a) Employees who reside and travel up to 50 kilometres from the workplace.

All payments for fares and travelling are included in the rates of pay at Appendix "A". No additional payments shall be claimed or made.

- (b) Employees who reside and travel more than 50 kilometres and up to 100 kilometres from the workplace.

Employees who so reside and travel shall be paid \$20.00 per day worked in addition to the payments for fares and travel up to 50 kilometres included in the rates of pay at Appendix "A".

8.0 Hours of Work

- 8.1 The ordinary hours of work as defined below for Employees will be for the purposes of this Award be worked between 6.00 am and 6.00 pm.
- 8.2 The ordinary working hours shall be worked in a 5-day cycle, Monday to Friday inclusive, with eight (8) hours worked for each of Monday to Thursday and six (6) hours on Friday.
- 8.3 Overtime and Special Time
 - 8.3.1 All hours in excess of the ordinary hours on any day shall be paid at the rate of:

| Day | Overtime Rate |
|--------------------|--|
| Monday to Thursday | After eight (8) ordinary hours, the first two (2) hours of overtime at 150% and the remainder at 200%. |
| Friday | After six (6) ordinary hours, the first two (2) hours of overtime at 150% and the remainder at 200%. |
| Saturday | First two (2) hours of overtime at 150% and the remainder At 200%. All work after noon at 200%. On a Saturday, an employee must be provided with or paid for a minimum of four (4) hours work. |
| Sunday | All overtime hours worked at 200%. On a Sunday, an employee must be provided with or paid for a minimum of four (4) hours work. |
| Public Holidays | All hours worked at 250%. On a Public Holiday, an employee must be provided with or paid for a minimum of four (4) hours work. |
| Recall to Work | Payment at the appropriate overtime rate for the day of the week with a minimum of four (4) hours. |

- 8.3.2 When an employee, after having worked overtime and / or a shift for which he/she has not been regularly rostered, finishes work at a time when their usual means of transport is not available the employer shall provide him/her with conveyance to his/her home or to the nearest public transport
- 8.3.3 An employee who:
 - (a) That has not had at least 10 consecutive hours off duty before recommencing the next shift.
 - (b) And who, on the instructions of the employer, resumes or continues to work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she has had ten (10) consecutive hours off duty without a loss of ordinary working time pay.
 - (c) Has worked continuously (except for meal and crib times allowed by this Agreement) for sixteen (16) hours shall not be required to continue at or commence work for at least twelve (12) hours
 - (d) These provisions shall apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours when overtime is worked for the purpose of changing shift rosters; or where a shift worker does not report for duty and day worker or shift worker is

required to replace such shift worker; or where a shift is worked by arrangement between the employees themselves.

8.3.4 The provisions of Clause 8.3.2 and 8.3.3 shall apply in respect of work on a Public Holiday.

8.3.5 No apprentice under the age of 18 years shall be required to work overtime or shift work unless he/she so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent his/her attendance at T.A.F.E.

8.4 Crib Breaks on Weekend Work

An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.

In the event of an employee being required to work in excess of a further four hours, that employee shall be allowed to take a paid crib time of 20 minutes which shall be paid at the ordinary rate of pay.

8.5 Public Holidays

8.5.1 An employee, other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay.

New Year's Day.

Australia Day.

Good Friday.

Easter Monday.

ANZAC Day.

Queen's Birthday

Eight-Hour Day or Labour Day.

Christmas Day.

Boxing Day

Newcastle Show Day or local show day (as agreed)

Picnic Day - 1st Monday in December

8.5.2 If any other day is substituted for any of these holidays by a State Act of Parliament or State Proclamation, the day so substituted shall be observed, then such day shall be deemed to be a holiday for the purposes of this agreement, for holidays covered by this award

8.5.3 Where the employer and the majority of directly affected employees agree any of the days in 8.5.1 may be substituted for another day. When this occurs the substituted day becomes that Public Holiday and the original day becomes an ordinary working day.

8.5.4 Easter Saturday - only an employee who normally works ordinary time, not overtime, on Easter Saturday shall be entitled to an ordinary days pay if Easter Saturday is not worked and not otherwise. All employees shall be entitled to public holiday penalty rates if Easter Saturday is worked.

- 8.5.5 An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages of each holiday which falls within 10 consecutive days after the day of termination.
- 8.5.6 Where any two or more of the holidays prescribed in this Award occur within a 7 day span, these holidays shall for the purpose of this Award be a group of holidays. If the first day of the group holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 consecutive days. Christmas Day, Boxing Day, and New Year's Day shall be regarded as a group.
- 8.5.7 No Employee shall be entitled to receive payment from more than one employer in respect of the same public holidays or group of holidays.
- 8.5.8 An employee who has worked as required by his employer the working day immediately before and the working day immediately after such a holiday or is absent with the permission of his employer or is absent with reasonable cause, shall be entitled to payment for the payment the public holiday. An absence arising by termination of employment shall be not be reasonable cause.
- 8.5.9 The employer will require from an employee, proof of picnic day attendance, i.e. ticket purchase before payment will be made for the day. No work shall be scheduled on the first Monday of December each year.
- 8.6 Shift Work
- 8.6.1 For the purposes of this clause:
- (a) "Day shift" means a shift commencing between 6am and 8am.
 - (b) "Afternoon shift" means a shift finishing after 9.00pm and at or before 11.00pm.
 - (c) "Night shift" means a shift finishing between 11pm and at or before 7.00am.
 - (d) "Morning shift" means finishing after 12.30pm and at or before 2.00pm.
 - (e) "Early afternoon shift" means a shift finishing after 7.00pm and at or before 9.00pm
- 8.6.2 Where an employee is employed continuously (inclusive of Public Holidays) for five (5) shifts Monday to Friday, the following rates shall apply:
- (a) Afternoon and Night Shift - Ordinary Time plus 50%
 - (b) Morning and Early Afternoon Shifts - Ordinary Time plus 25%.
- 8.6.3 In the case of broken shifts (i.e. less than five (5) consecutive shifts Monday to Friday) the rates prescribed shall be: Ordinary time plus 50% for the first two (2) hours and double ordinary time rates thereafter.
- Provided that where a job finishes after proceeding on shift work for more than five (5) consecutive days or the employee terminates his/her services during the week, he/she shall be paid at the rate specified in this Award hereof for the time actually worked.
- 8.6.4 The ordinary hours of both afternoon and night shifts shall be eight (8) hours daily inclusive of meal breaks.
- Where shift work comprises three (3) continuous and consecutive shifts of eight (8) hours each per day, a crib time of 20 minutes duration shall be allowed in each shift, and shall be paid for as though worked. Such crib time shall be in lieu of any other rest period or cessation of work,

elsewhere prescribed by this award. An employee shall be given at least 48 hours' notice of the requirements to work shift work.

- 8.6.5 For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.
- 8.6.6 All work paid in excess of shift hours, Monday to Friday, other than holidays shall be paid for at double time based on the ordinary rates of pay (excluding shift rates).
- 8.6.7 The provisions of this Award relating to hours (38 hour week) and leave shall apply to all employees working shift.

9.0 Rest Periods, Crib Times and Meal Breaks

- 9.1 Employees will be entitled to a ten (10) minute meal break (without a deduction in pay) to be taken within the first 3 hours of commencing work on all days worked.
- 9.2 A lunch break of thirty (30) minutes (non-paid) will be taken between the hours of 12.00 noon and 1.00 pm.
- 9.3 Meal Allowance and Crib Time
- When an employee is required to work overtime after the usual ceasing time for the day or shift for one and a half hours he/she shall be paid \$17.70 (non-taxable) in lieu of the "Meal Allowance" provision and the 40 minute "Crib Time Allowance.
- If the employee is required to remain at work for a further four hours he shall be paid a further \$17.70 for this and any subsequent one and a half hours of overtime.
- 9.4 Employees engaged in the pouring, placing and finishing of concrete may be called upon to work during recognised meal breaks, the additional rates of pay shall be double time until the employee takes a meal break, the rate of pay shall revert to single time on taking a meal break

SECTION C.

Leave Entitlements

10.0 Sick Leave

- 10.1 An employee other than a casual employee as defined who is absent from his/her work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled sick leave subject to the following conditions and limitations:
- (a) He/she shall within one (1) hour of the scheduled commencement of such absence inform their employer of his/her inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of his/her absence.
- Where because of the nature of the inability to attend for work it is impractical for the employee to notify within one (1) hour of the scheduled commencement time, the employee must do so at the first available opportunity.
- (b) He/she shall prove to the satisfaction their employer that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (c) An employee during his/her first year of employment with their employer shall be entitled to sick leave entitlement at the rate of one (1) day at the beginning of each of the first ten calendar months.

- 10.2 Employees will be allowed a maximum of one (1) day of sick leave without a medical certificate. All sick leave beyond one (1) day will require a medical certificate for such leave to be paid their employer may agree to accept from the employee a statutory declaration, stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate.
- 10.3 If an employee is terminated by an employer and is re-engaged by an employer within a period of six (6) months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.
- 10.4 In such case the employee's next year of service will commence after a total of twelve months has been served from the date of re engagement.

11.0 Annual Leave

11.1 Period of Leave

Employees shall accrue annual leave at the rate of 1.667 days for every month worked.

11.2 Method of Taking Leave

- (a) Where an entitlement to annual leave exists such leave may be taken in such periods, and at such times as agreed between the employer and the employee.
- (b) Any request of annual leave (by the employee) shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be referred to a Board of Reference.

11.3 Proportionate Leave on Termination

Where an employee has given five (5) working days or more continuous service (other than a casual employee), inclusive of any agreed day off, and he/she either leaves his/her employment or his/her employment is terminated by his/her employer he/she shall be paid any untaken annual leave.

11.4 Broken Service

Where an employee breaks his/her continuity of service by an absence from work without the permission of the employer, the amount of leave to which he/she would have been entitled under 16.1 and 16.3 hereof shall be reduced by one-forty eighth for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which one-twelfth of a week's pay for each week or part thereof during which any such absence occurs.

A reduction shall only be made in respect of any absence where the employer informs the employee in writing within fourteen (14) days of the absence.

11.5 Calculation of Continuous Service

The following shall be included as time worked for the purpose of calculation of continued service:

- (a) Illness or accident up to a maximum of four (4) weeks after expiration of paid sick leave;
- (b) Bereavement leave;
- (c) Jury Service;
- (d) Injury received during the course of employment and up to a maximum of 26 weeks for which he/she received worker's compensation;

- (e) Where called up for military service for up to three (3) months in any qualifying period;
- (f) Long service leave;
- (g) Any reason satisfactory to your employer or in the event of a dispute to the appropriate Board of Reference.

11.6 Leave Payment

(a) Payment for Period of Leave

Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him/her during the currency of leave.

(b) Annual Leave Loading

In addition to the payment prescribed in paragraph (a) hereof an employee shall receive during a period of annual leave a loading of 17.5% per cent calculated on the employees hourly rate as defined in Appendix 2.

- (c) An Employee who is granted Annual leave and receives payment subsequent to being transferred from the Construction Site to another work location, is entitled to receive the benefits of this Award in respect to the Employee's service on the Project.

11.7 Prohibition of Alternative Arrangements

An employer shall not make payment to an employee in lieu of annual leave or any part thereof.

12.0 Other Leave

12.1 Jury Service

An employee required to attend for jury service shall be entitled to have his/her pay made up by his / her employer to equal his/her ordinary pay as for eight (8) hours per day plus fares whilst meeting this requirement. The employee shall give the employer proof of such attendance and the amount received in respect of such jury service.

12.2 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) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in Clause 14, 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 1, 2, 3, 4 and 5 in the said clause 14. In determining such a request the employer will give

consideration to the circumstances of the employee and the reasonable operational requirements of the business.

Provided further that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to be paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies, and that any dispute as to the granting of unpaid bereavement leave will be resolved in accordance with the disputes procedure of this award.

13.0 Parental Leave

Employees will be entitled to Parental Leave in accordance with the NSW *Industrial Relations Act* 1996.

14.0 Personal/Carer's Leave

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 10, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

SECTION D

Employee Benefits

15.0 Workers Compensation and Sickness Benefits

The Employer will provide top-up insurance 24 hour 7 days a week accident cover with a union approved industry scheme such as CTAS or a similar fund.

16.0 Superannuation

- 16.1 Each employer will contribute an amount of \$65.00 per week for each employee. This contribution will increase to \$70.00 per week on 01/07/2002 and \$75.00 per week on 01/07/03 or the Superannuation Guarantee Levy whichever is the greater.
- 16.2 The payment will be made to CBUS or other agreed scheme.
- 16.3 Should the legislation require a contribution greater than the amount nominated in 19.1 then the greater amount will apply.
- 16.4 An employee engaged on site from time to time for less than a completed week of employment shall have their employer funded superannuation contributions topped up where necessary on a daily basis calculated by dividing the relevant rate above by 5. Such payments shall not apply where an employees employer funded contribution under the Superannuation Guarantee Charge exceeds the weekly contribution rate under this clause.

17.0 Redundancy

- 17.1 Each employee will be entitled to receive a redundancy payment for each week of service of \$60.00 (paid to A.C.I.R.T., MERT or other agreed redundancy fund.).
- 17.2 Employees engaged on-site, from time to time for less than a completed week of employment shall be paid \$1.80 per hour flat for all ordinary hours worked to a maximum of 38 hours per week, in lieu of the required contribution on behalf of employees into ACIRT, MERT or other agreed redundancy fund.
- 17.3 As a consequence of the relevant payment in 17.1 or 17.2 no other payments for redundancy need be made by the employer to any employee for the period the employee is engaged on this Project.

SECTION E

Issue Resolution

18.0 Inclement Weather

- 18.1 The parties will adopt a reasonable approach with respect to inclement weather procedures and what constitutes 'inclement weather'. The object is to minimise lost time due to inclement weather and the purpose of this Clause is to establish common procedures so that the welfare and safety of Employees is respected and work can continue in an orderly fashion during periods of inclement weather. Employees will accept transfers from an exposed work area to a work area not affected by inclement weather if useful work is available within the scope of the Employee's skill, competence and training.
- 18.2 "Inclement Weather" shall mean the existence of abnormal climatic conditions (whether they be those of rain, hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like), by virtue of which it is either unsafe and/or unreasonable for employees to continue working when exposed to this weather.
- 18.3 During and after periods of inclement weather the Simon Engineering Project Manager, after consultation with the Safety Committee or employee safety representative, will determine any steps necessary to ensure that work can continue in a safe manner. In all cases, priority will be given to ensuring that a safe workplace is provided and safe systems of work are used. Nothing in this procedure will negate or contradict the rights of the safety committee under the terms of the NSW *Occupational Health and Safety Act 2000*

- 18.4 Where the initiatives described in 18.3 above are not possible or non-productive, the use of non-productive time may be used for activities such as relevant and meaningful skill development, safety training, presentation and participation in learning, planning and reprogramming of the project.

19.0 Dispute Prevention Procedures

- 19.1 The Parties to this Award agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between Simon Engineering and its Employees and to ensure that the Client and Simon Engineering achieve the completion of the job within the specified time and cost.
- 19.2 If an Employee has a grievance arising out of his or her employment with the employer, the Employee may notify the Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought. The Employee may request an Employee member of the consultative Committee to be present at the meeting.
- 19.3 If the matter is not resolved by the Supervisor, the Employee may request that the Supervisor refer the grievance to the Project Manager. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate and designated area Union organiser.
- 19.4 If the matter is still not resolved, the Employee may request the Project Manager to refer the grievance to the State Manager and the relevant Union Secretary or nominee.
- 19.5 If the matter is not resolved at this stage the Labor Council of NSW shall be requested to become involved.
- 19.6 If the above process does not resolve the grievance either of the parties may refer the grievance to the Industrial Relations Commission of NSW for determination. Subject to the legal rights of the Parties the determination of the Commission shall be binding on the Parties.
- 19.7 Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising. Neither party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

20.0 Procedure for Settling Disagreements Over Safety Issues

- 20.1 Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless access to safe working areas is unsafe. However, any problem of access shall be immediately rectified and Employees/workers will use any alternate safety access to such safe working areas while the usual access is being rectified.
- 20.2 Should the project be in dispute on the basis that the whole project is thought to be unsafe, the following procedures shall apply:

Employees shall not leave the site.

Immediate inspection of the project involving both Simon Engineering and Employee representatives of the site Safety Committee shall take place.

Simon Engineering will nominate in consultation with the safety committee the Order of priority the work areas to be inspected by the Safety Committee.

The inspection shall identify the safety rectification work needed to take place in each work zone.

As zones are agreed for rectification, all employees/workers who can be gainfully employed shall immediately commence rectification works.

Upon verification that such rectification has been completed, productive work will resume. Such resumption of work shall take place progressively as each work area has been cleared.

Should any dispute arise then the Project Manager will immediately call a Work Cover Inspector to assist on the procedures required for rectification.

SECTION F

Miscellaneous

21.0 Time Records

21.1 Employers shall keep a record of the following:

- (a) The name of each employee and his/her classification and rate of pay.
- (b) The hours worked each day.
- (c) The gross amount of wages and allowances paid.
- (d) The amount of each deduction made and the nature thereof.
- (e) The net amount of wages and allowances paid.
- (f) The Workers Compensation Policy or other satisfactory proof of insurance such as a renewal certificate.
- (g) Any details of taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYG Tax, whether under a Group Employer's Scheme or not.
- (h) A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the employer's registration, the date of the last payment, and the period for which that payment applies (where such documentation is available under State Legislation).
- (i) Superannuation and Redundancy Scheme contributions.
- (j) Employees 24 hour sickness and accident policy.

21.2 All records and documentation referred to in the above clause, or copies thereof, shall be available for inspection by a duly accredited official of an organisation bound by this award in accordance with the terms of the NSW *Industrial Relations Act* 1996.

22.0 Working Away from Home

22.1 Entitlement

- (a) The employer shall provide a distant worker with reasonable board and lodging at no cost to the employee or pay a living away from home allowance of \$50.00 per day up to a maximum of \$350 per week when employed on the Project site at such distance from the employee's usual place of residence that the employee cannot reasonably return each night.

It shall be considered impractical where the distance travelled exceeds 100km (by the shortest practical route) from the project to the usual place of residence.

For electrical tradespersons (including special class), the amount of living away from home allowance as provided for in the Electrical, Electronic and Communications Contracting Industry (State) Award shall be substituted for the amounts in this provision.

- (b) The employer shall provide an itinerant worker acceptable board and lodging at reasonable cost - (caravan allowance of \$140.00 per week or \$20.00 per day or the cost of the caravan site whichever is the greater).

22.2 Procedure

- (a) The employer shall advise applicants for employment of their entitlement under this clause at the time of the interview.
- (b) The employer shall determine whether the employee is correctly defined as a "distant worker", "itinerant worker" or "local worker". The appropriate definition shall be shown on the employer's records when the employee completes the Application Format the pre employment interview.
- (c) An employer shall not, under any circumstances, attempt to persuade or induce applicants for employment to provide a local address as the usual place of residence in an effort to avoid the employer's obligations under this clause.
- (d) Subject to the provisions of the NSW *Industrial Relations Act* 1996 it shall be sufficient grounds for termination that an employee provides false and/or misleading information as to his/her place of residence.

22.3 Usual Place of Residence

In determining "usual place of residence" the employer shall obtain, and the applicant for employment shall provide a statement in writing of residence, at the time of engagement, provided that documentary evidence of the applicant's usual place of residence, such as a motor driver's licence may be provided and accepted in lieu of the statement in writing.

The employee's usual place of residence and not the place of employment shall determine the applicability of this clause.

An employee shall notify the employer in writing of any subsequent change to his usual place of residence. No subsequent change to an employee's usual place of residence shall entitle an employee to the provisions of this Clause, unless the employer agrees.

22.4 Definitions

- (a) "Distant Worker" means an employee who has provided satisfactory evidence that due to engagement on the construction site he/she is unable to reasonably return home each night.
- (b) "Itinerant Worker" means an employee with no fixed address.
- (c) "Local Worker" means an employee whose usual place of residence is within the local area.
- (d) "Reasonable Board and Lodging" means lodging in a well kept establishment with three adequate meals per day, adequate furnishings, good lighting and heating, hot and cold running water, in a single or twin room if a single room is unavailable.
- (e) "Living Away From Home Allowance" means an allowance payable weekly. Such allowance shall not be wages, provided that in the case of broken parts of a week occurring at the beginning or end of employment, the allowance shall be divisible by seven (7). Provided further, that if the employee satisfies the employer that he/she reasonably incurred a greater outlay than any prescribed the allowance shall be increased to match the outlay.

23.0 Protective Clothing

23.1 Mandatory Equipment

All employees engaged to work on site (other than casual employees) will be supplied with appropriate safety footwear and safety helmets before commencing work on the project.

These items must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way. Damaged and/ or worn footwear and helmets will be replaced on a fair wear and tear basis.

23.2 Job Related Equipment

Where required, the employer will supply the following protective equipment/materials for use on specific work tasks:

Factor 30+ protective sunscreen;

Hearing protection;

Eye protection;

Gloves;

Safety harnesses;

Gumboots;

Hat Brims;

Dust Masks

In addition, one (1) pair of UV-rated safety glasses which conform to AS 1337 will be provided to employees who are required to work on reflective surfaces outdoors. Glasses will be replaced on a fair wear and tear basis.

23.3 Clothing Issue

Australian made protective clothing of 1 shirt and 1 pair of trousers will be available to all employees on commencement with an additional issue of 1 shirt and 1 pair of trousers at the completion of 152 hours period with the project.

Plus 1 warm and water resistant jacket. Electricians will be issued with a wool jacket in lieu there of.

24.0 Employee Representative

24.1 An employee elected as an Employee Representative shall be recognised as the accredited representative of the employees on the project and be allowed all necessary time during working hours to attend and submit to their employer, matters affecting the employees he/she represents. Provided that the foregoing does not relieve the Employee Representative of the obligation imposed upon him/her by his/her employer.

24.2 Prior to termination or transfer of any employee representative two (2) days notice shall be given to any Employee Representative and the union if the Representative is a member of the union. Payment in lieu of notice shall not be given. In the event of the union disputing the decision of Management to transfer or terminate the Employee Representative or terminate his/her service the matter shall be resolved in accordance with the Disputes Settlement procedure of this Award.

25.0 Mixed Functions

An employee engaged for more than 2 hours during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If for 2 hours or less during one day, he/she shall be paid the higher rate for the time so worked.

26.0 Compensation for Clothes and Tools

- (1) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by him/her as may be agreed upon between him/her and his/her employer or, in default of agreement, as may be resolved in accordance with the disputes settlement procedure.
- (2) An employee shall be reimbursed by their employer to a maximum of \$1,087.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at their employer's direction in a room or building on their employer's premises are lost or stolen while being transported by the employee at their employer's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

Provided that an employee transporting his/her own tools shall take all reasonable care to protect those tools and prevent theft or loss.

- (3) Where an employee is absent from work because of illness or accident and has advised their employer in accordance with the Sick Leave notification obligations, their employer shall ensure that the employee's tools are securely stored during his absence.
- (4) When their employer requires an employee to wear spectacles with toughened glass lenses their employer will pay the cost of the toughening process.
- (5) Provided that for the purposes of this clause:
 - (a) Only tools used by the employee in the course of their employment shall be covered by this clause.
 - (b) The employee shall, if requested to so, furnish their employer with a list of tools so used.
 - (c) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.
 - (d) The employee shall report any theft to the police prior to making a claim on their employer for replacement of stolen tools.

27.0 Occupational Health & Safety

- 27.1 Simon Engineering has a goal of a total injury free workplace. This can only be achieved with joint co-operation between management and all employees.
- 27.2 All staff and employees at this Project will be required to conform to and strictly observe the Safety Manual and Procedures, client's Site Safety Policies and Procedures, all Regulations and Codes of Practice and safety statutes under State Government Legislation.
- 27.3 Safety in the workplace is everyone's responsibility. The active and constructive participation of all employees is encouraged in:
 - (a) Consistently carrying out housekeeping so that the workplace is maintained in a clean and reasonable condition.
 - (b) Exercises in emergency procedures.
 - (c) Safety training programs.
 - (d) Safety audits.

- (e) Incident/injury reports and accident investigation.
- (f) Other related safety procedures and activities.
- (g) Setting a personal safety example.
- (h) Exerting every effort to prevent accidents during the course of employment.
- (i) Ensure that the safety of all operations at the workplace is considered before each job is commenced.
- (j) Elevating everyone's safety awareness so that every precaution is taken to minimize areas of potential hazards.
- (k) Obtaining a first aid certificate.

- 27.4 In the interests of everyone's safety Simon Engineering has introduced a Policy on Smoking in the Workplace. Smoking is not permitted in offices, brew rooms, toilets, vehicles, closed in workshops or stores, or where other employees can inhale smoke. Smoking is also not permitted on sites where the client has identified potential hazards.
- 27.5 It is forbidden to consume, carry or be under the influence of intoxicating liquor and or non-prescribed drugs, within the boundary of any work area. Failure to observe this requirement will result in disciplinary action.
- 27.6 Horseplay, unruly behaviour, fighting, wilful damage to Company Assets will not be tolerated and will result in disciplinary action.
- 27.7 Where a safety issue exists, employees shall follow the "agreed" Hazard Rectification Procedure.
- 27.8 Where an employee is injured or suffers an illness arising out of activities at work, it is a requirement that the employee attend a Company nominated Medical Practitioner.

The Company Medical Practitioner is aware of the type of work duties available at the workplace and is best suited to assist the employee and the Company to recommend a rehabilitation process and alternative duties as appropriate, that will encourage an early return to work.

- 27.9 Where an employee is injured or suffers an illness arising out of activities at work, entitlements will be in accordance with relevant prevailing Workers Compensation.

28.0 Quality Assurance

- 28.1 Consistent with the aims of the Company to obtain ongoing repeat business from our Clients, we must provide a quality product.
- 28.2 The Company has SGS accreditation of Quality Assurance Systems to ISO9002.
- 28.3 All employees are required to work to the Quality systems and procedures, and accept responsibility and sign off checklists, inspection and test plans, non-conformance reports, etc.

29.0 Anti-Discrimination

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

- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or any make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party tot his award from pursuing matters of unlawful discrimination in any State or federal jurisdiction
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to 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 o the adherents of that religion."

30.0 Role of Unions

Employers shall establish procedures so that all reasonable steps are taken to ensure that employees, including subcontractor's employees understand the benefits flowing to them, from the development of this Award, having only been obtained for them by the Union, and that the Company is Union friendly and encourages them to be financial members of the relevant union.

- (a) Where requested by the Union and authorised by the employees, the Company will assist with deductions of Union fees and any arrears payable to the Union.
- (b) To facilitate effective representation of employees, the Company authorises accredited Union officials to discuss relevant Union matters, and issues during ordinary hours of work, the Union official will notify the Company prior to such meetings.

31.0 No Extra Claims Commitment

No claims for wages and conditions in excess of this Award during its period of operation, will be made.

32.0 On Site Register

Simon Engineering will require that all contracts with Contractors include the following terms and conditions:

- (a) That all sub-contracts shall be in writing, and
- (b) That this award shall form part of the conditions of such contracts, and bind all such contractors and sub-contractors, and
- (c) That sub-contractors will be required to meet all relevant statutory and other legal obligations for their employees.

The practice of all-in payments, cash-in-hand payments or pyramid contracting will not be tolerated on this project.

The Peak Council will be kept advised of contractors coming on to site. The contractors will ensure that employees hold the necessary qualifications to enable work to be performed in a safe and efficient manner.

The Project Manager shall instruct each contractor to keep, on site a register containing information of every employer and employee engaged on the site. Each contractor shall supply a copy to the Project Manager. The Register shall contain the following.

Prior to commencing work on site potential employees must provide and certify as correct to their employer, who will provide to the Project Manager, the following information:

- (a) Name and residential address of Employee
- (b) Name and address of employer and ACN/ABN Number
- (c) Classification and Certificate details
- (d) Induction date
- (e) Union and ticket number (where applicable and if voluntarily provided)
- (f) Superannuation scheme name and employee number
- (g) Long Service Leave Number
- (h) WorkCover Ticket-Permit Number
- (i) Redundancy scheme number
- (j) CTAS Number
- (k) Other information that may be agreed between the Parties.

Failure to comply with this clause may result in that potential employee not being permitted to commence on the Project.

From Employers

- (a) Registered Business Name and Address of Employer and ACN/ABN Number;
- (b) Workers Compensation Policy Number, Underwriter and Currency Certificate;
- (c) Public Liability Policy Number, Underwriter and Currency Certificate;
- (d) Superannuation Fund Name and Employer Number;
- (e) Long Service Leave Employer Number;
- (f) Redundancy Scheme Details;
- (g) CTAS or equivalent Scheme Number;
- (h) Rehabilitation Particulars Pursuant to WorkCover General Programme Regulation, 1988;
- (i) Other information that may be agreed between the Parties.

Failure to comply or repeated breach with this clause may result in persons and/or contractors being removed from the site.

The relevant information will be provided by the contractors to ensure that SE can up-date the register. Subject to any Statutory prohibitions or restrictions the information in the register will be available to the parties to this Consent Award on request.

APPENDIX A

Wage Rates

| Group Rate per hour | | | | | |
|---------------------|---------|---------|---------|---------|---------|
| AA | A | B | C | D | E |
| \$23.10 | \$22.00 | \$21.34 | \$20.90 | \$20.02 | \$19.36 |

Group AA - 105%

All Trades Persons Special Class

Mechanical Plant Operators Groups F, G, & H

Mobile Cranes over 70 tonnes (Add 5c/ hour for every 5 Tonnes in excess of 90 tonnes)

In addition to performing any duties within Group AA (subject to capability), employees in this Group will perform any of the duties of Groups E, D, C, B or A provided such duties are:

- Within the skills, competence, qualifications and training of the employee concerned, and;
- Consistent with occupational health and safety and statutory requirements; and
- Related to the contract work of the employer and incidental to the employee’s substantive role.

Group A - 100%

All Trades Persons

Mechanical Plant Operator Groups C, D & E

Transport Workers Grade 6, 7 & 8

Mobile Crane Operator lifting capacity 40 tonnes but not exceeding 70 tonnes

In addition to performing any duties within Group A (subject to capability), employees in this Group will perform any of the duties of Groups E, D, C or B provided such duties are:

- Within the skills, competence, qualifications and training of the employee concerned, and;
- Consistent with occupational health and safety and statutory requirements; and
- Related to the contract work of the employer and incidental to the employee’s substantive role.

Group B - 97%

Mechanical Plant Operators Group B

Concrete Pump Operator

Batch Plant Operator/Weigher and Batcher

Transport Worker, Grade 4 and 5

Cable Joiner

Driver of graders over 100 brake horse-power

Mobile Crane operator lifting capacity up to 40 Tonnes.

In addition to performing any duties within Group B (subject to capability), employees in this Group will perform any of the duties of Groups E, D, or C provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

Group C - 95%

Mechanical Plant Operators Group A

Groups 3 and 4 (AWU Labourers)

Groups 1 and 2 (CFMEU Labourers)

Bituminous Spray Operators

Riggers

Steel Fixer/Concrete Finisher

Sheetmetal Worker - 2nd class

Dogman/Crane Chaser

Scaffolder

Driller Operator - shot drilling machine

Driver of Graders up to 100 brake horse-power

Transport Workers, grade 1, 2 and 3

In addition to performing any duties within Group C (subject to capability), employees in this Group will perform any of the duties of Groups E, or D provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

Group D - 91%

Group 2 (AWU Labourer including AWU Store Person)

Group 3 (CFMEU Labourers)

Lagger

Crane Chasers (engaged in loading and unloading and/or other work associated with storage area)

Laboratory Labourers

In addition to performing any duties within Group D (subject to capability), employees in this Group will perform any of the duties of Groups E provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

Group E - 88%

Trades Person's Assistants

Survey Field Hands

Group 1 (AWU Labourers)

Dresser and Grinder

Driller's Assistant

Cold Saw Operator

Store Person

Employees in this Group will perform any of the listed Group E duties, provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

Other classifications of labour may be included in this Clause following discussions and agreement between the appropriate parties to this Award.

Notwithstanding the grouping of classifications in this clause should an employee be able to show bona fide qualifications (as pertaining to their classification) consistent with the requirements of their parent award, eg Award restructuring in the Building and Construction Industry of the National Building and Construction Industry Award 2000, the employee shall be moved into the most appropriate group.

If the parties are unable to reach agreement on any matter arising out of this provision the provisions of the disputes procedure clause shall be utilised.

The rates of pay set out in this Appendix (A) are inclusive of amounts in lieu of over award payments, Industry Allowance, Construction Allowance, Fares and travelling (excluding excess fares where applicable) and Site Disability payments such as space, height, dirt, etc, award special rates such as confined space, wet work, etc follow the job loadings, compensation for travel pattern mobility requirements, etc., inclement weather, wind, dust, etc., but exclude those allowances contained separately under this Award.

J. N. REDMAN, Commissioner.

Printed by the authority of the Industrial Registrar.

(1003)

SERIAL C1632

**THE AUSTRALIAN JOCKEY CLUB WARWICK FARM TRACK
MAINTENANCE AND ANCILLARY STAFF AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, industrial organisation of employers.

(No. IRC 5200 of 2002)

Before Commissioner Murphy

23 September and 30 October 2002

AWARD

PART A

| Clause No. | Subject Matter |
|------------|--------------------------------|
| 1. | Title |
| 2. | Statement of Intent |
| 3. | Application and Scope of Award |
| 4. | Parties Bound |
| 5. | Date and Period of Operation |
| 6. | Relationship to Awards |
| 7. | Single Bargaining Unit |

8. No Reduction in Standards
9. Conditions of Employment
10. Rates of Pay
11. Skills, Utilisation, Training and Development
12. Redundancy
13. Occupational Health & Safety
14. Industrial Grievance Procedure
15. No Extra Claims
16. Anti-Discrimination
17. Rostered Day off - Banking
18. Spread of Hours/Staggered Work Hours
19. Hours of Work
20. Overtime
21. Public Holiday Work
22. Future Discussions
23. Negotiating the next Award

PART B

WAGE RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

1. Title

This consent award shall be referred to as the Australian Jockey Club Warwick Farm Track Maintenance and Ancillary Staff Award 2002.

2. Statement of Intent

- (i) This Award has been designed to facilitate the smooth establishment and ongoing organisational development of the Australian Jockey Club ("AJC") at Warwick Farm Racecourse.
- (ii) The parties are committed through this Award to supporting and maintaining the AJC's vision as Australia's premier thoroughbred racing organisation.
- (iii) The parties are committed to:
 - (a) Efficiencies and productivity being constantly reviewed and improved and thereby allowing the AJC to compete against other racing, gaming and wagering organisations on a cost-effective basis.
 - (b) The creation and maintenance of an harmonious employee relations environment which is typified by consultation and participation which supports the AJC's vision.
 - (c) The provision of a framework within which the AJC can generate interesting and fulfilling work and develop systems which allow employees to reach their full potential while simultaneously maximising the efficiency and productivity of the AJC.
 - (d) The creation of a co-operative working environment, where quality and pride of working for the AJC are fostered and that any issues of demarcation are eliminated.

3. Application and Scope of Award

This award rescinds and replaces The Australian Jockey Club Warwick Farm Track Maintenance and Ancillary Staff Award 2000, published 6 April 2001 (323 I.G. 852), as varied.

This award shall apply to the employees of the AJC at Warwick Farm Racecourse within the jurisdiction of the Race Clubs Employees (State) Industrial Committee.

All employees to which this Award applies shall be employed in accordance with the relevant awards, namely the:

Race Club Employees (State) Award

4. Parties Bound

The parties to this Award are the Australian Jockey Club and The Australian Workers' Union, New South Wales.

5. Date and Period of Operation

This award shall operate from the beginning of the first full pay period on or after 1 August 2002, and shall remain in force for a period of 12 months.

6. Relationship to Awards

This Award shall take precedence over any other award or agreement to the extent of any inconsistency.

7. Single Bargaining Unit

For the purpose of negotiating this Award a single bargaining unit was established. The Award was arrived at by the union, nominated as party to the agreement, working co-operatively within the single bargaining unit.

8. No Reduction in Standards

This Award shall not operate so as to cause a current employee as at the date of this Award to suffer a reduction in ordinary time earnings or standards relating to conditions of employment provided by any award, agreement or over award arrangements in operation at the time of the entering into of the Award.

9. Conditions of Employment

(i) Employees may be engaged on a permanent, fixed term, part-time or casual basis.

(a) Permanent employment

Except for the first four months of employment which shall be provisional, permanent employees will be employed on a weekly basis. Provisionally appointed employees shall be reviewed continuously throughout the probationary period and any deficiencies in performance brought to their attention.

Employees unable to satisfactorily meet all criteria by the end of the probation period will be dismissed.

(b) Part-time employment

A part-time employee is an employee who works regular hours but less than full time staff.

(c) Fixed term employment

A fixed term employee shall be employed for a particular task with a known or estimated completion date which will be advised at the time of engagement.

(d) Casual employment

Casual employees shall be paid on an hourly basis of the appropriate weekly award rate. Casuals will be used as required and may be called upon to work in any position in which they can satisfactorily perform either through skills and experience or by direct supervision and instruction. In addition to the hourly rate a loading of 15% to compensate for the casual nature of the employment shall be paid.

- (ii) Employees are responsible for the care and safe keeping of all AJC property issued to them and shall return each item to the AJC on termination of employment. In default, the AJC may deduct, from wages or salary due, an amount equal to the replacement value. AJC issued clothing and protective equipment shall remain the property of the AJC and shall be returned on termination of employment.
- (iii) Employees shall perform all work in all areas as the AJC may reasonably require, to the limit of the skills and competence of the employee and the task required to be undertaken, including the working of reasonable overtime.

10. Rates of Pay

The rates of pay payable under this Award are set out in Part B, of Table 1. Rates of pay shall be increased by three percent plus one dollar from the first full period on or after 1 August 2002.

- (i) An employee may elect to sacrifice part of the employees salary to be an additional superannuation contribution above the rate prescribed by the *Superannuation Guarantee Charge Act 1992*.

Where salary sacrifice contributions are to be made on behalf of an employee to the AJC Superannuation Plan, the wage rates prescribed by Table 1 of Part B shall (in respect of such an employee) include a component being the salary sacrifice contribution. That is, that part of the wage rate representing the salary sacrifice contribution chosen by the employee, shall be paid as a contribution by the employer direct to the AJC Superannuation Plan. As a consequence, the employees taxable salary shall equal the relevant wage rate less the salary sacrifice contribution (if any).

- (ii) Wages shall be paid on a fixed day not later than Friday of each week. Provided that by agreement between an employer and the majority of employees wages may be paid fortnightly. Provided further that from July 2002 the AJC may elect to pay fortnightly by giving one months notice.

11. Skills Utilisation, Training and Development

A. Classification Structure, Warwick Farm Tracks and Gardens

Level 1:

track foreperson, foreperson gardener, pool attendant, senior track crossing attendant

Level 2:

Plant Operator 1 - an employee principally employed to operate plant and who is qualified, capable and is required to operate a grader over 80 h.p. in an addition to the plant driven by Operator 2.

Level 3:

leading hand gardener, leading hand (track and maintenance).

holder of a Trade Certificate relevant to the work being performed.

track crossing attendant, track office administrator.

Plant Operator 2 - an employee principally employed to operate plant and who is qualified, capable and is required to operate all the specialised mechanical plant used by the employer (except a grader over 80 h.p.), in addition to tractors and front end loaders with or without attachments. Such specialised mechanical plant may include back hoes, dedicated power sweepers, power harrow and similar plant.

Level 4:

gardeners and track hands (i.e. Any employee performing work or maintenance work on trees, shrubs, flowering plants, etc., trimming hedges, pruning and planting of beds, preparation of sprays and use thereof and laying out of lawns) without trade qualifications, general track or maintenance hand.

B. Labour Flexibility

For the purpose of increasing productivity and flexibility as well as enhancing opportunities for employees:

- (a) Employees shall perform all work and operate all equipment within the classification in which they are employed and those of other classifications.
- (b) Employees shall perform a work which is incidental or peripheral to the duties of their classification, including the operation and routine maintenance of all mechanical equipment.
- (c) Employees shall not impose or continue to enforce demarcation barriers on the tasks they are to perform (provided such tasks are within the skills and competence of the employee concerned).
- (d) Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned by the employer.

C. Skills

- (i) Training and development shall be subject to the AJC's skill requirements. It is the aim of the parties to this Award that all employees shall be provided with opportunities for training and development, encouraging the formation of a flexible, highly skilled and committed workforce, enjoying maximum job satisfaction.
- (ii) Employees will move between tasks and functions within their appointed classifications and skills and competency levels in order to apply and develop their skills to meet AJC objectives. In moving employees between tasks and functions and in regrouping tasks and functions the AJC will consult with the employees and consider:
 - (a) the career development needs of individuals;
 - (b) the efficient organisation of work;
 - (c) any personal and geographic considerations.
- (iii) The process described in subclause (ii) above shall not include those functions or tasks where the safety of an employee learning "on the job" cannot be guaranteed by the AJC or where an essential requirement of a formal qualification limits the process.
- (iv) Processes will be adopted to facilitate the skills enhancement and career development opportunities of employees whilst promoting aims and objectives of the AJC.
- (v) The provision of training, shall be undertaken in line with the Clubs Equal Employment Opportunity policy and procedures.

D. Training

- (i) The parties confirm a commitment to training and skill development for employees in accordance with the needs of the AJC. Training may be conducted on the recommendation of a supervisor to the Chief Executive or his delegate.
- (ii) The types of training needs which shall be met include:
 - (a) training required to increase the level of competency of the employees;
 - (b) training required through the creation of new tasks, restructuring of existing tasks and/or multi-skilling;
 - (c) training required to assist employees to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;

12. Redundancy

The AJC undertakes that consultation in accordance with relevant awards and legislation will be held with relevant unions in the event that any decisions are made by the Clubs Management that may result in redundancies of the Clubs unionised workforce.

13. Occupational Health and Safety

- (i) The AJC prides itself on quality occupational health and safety standards. It is recognised that the benefits to be gained from effective health and safety programs are significant both in human and economic terms.
- (ii) The AJC is responsible for taking all reasonable and practical action to achieve and maintain a performance level which safeguards the health and safety of all employees in accordance with the *Occupational Health and Safety Act 2000*, and all variations thereof.
- (iii) All employees are to be involved in safety matters and hence, to contribute to the reduction of hazards. Employees are to:
 - (a) identify and reduce the risk associated with all types of work-related events that may produce injury or illness; or
 - (b) identify, measure and control to safe levels any physical agents in the workplace capable of causing ill health; and
 - (c) promote the good health and welfare of employees;
 - (d) report any perceived hazard to the immediate supervisor;
 - (e) report any work related injury, no matter how minor to their supervisor;
 - (f) wear any safety clothing, footwear, equipment issued and specified for the job.
- (iii) The AJC's management is committed to the continuous monitoring and upgrading of its occupational health and safety policy to ensure the highest standards are met. The AJC shall where appropriate:
 - (a) provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control; and
 - (b) maintain a close relationship with employees and regulatory authorities in the development of standards and future strategies.
- (iv) The occupational health and safety committee shall be convened subject to the provisions of the regulations of the *Occupational Health and Safety Act 2000* and shall meet at intervals not less frequent than specified in the regulations.

14. Industrial Grievance Procedure

- (i) The aim of this procedure is to ensure that, during the term of this Award, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. At any time during the procedure an employee may elect to be represented by an official of their union. During the life of the Award there shall be no disruption to or cessation of normal work other than in relation to bona fide safety issues. In the event of a safety issue the grievance procedure shall be followed.
- (ii) Where a dispute or grievance arises, or is considered likely to occur the steps below are to be followed. In order to permit the peaceful resolution of grievances, the status quo shall remain and work shall continue as normal while the industrial grievance procedure is being followed, (status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute).

Step 1

The matter is discussed between the employee(s) and the immediate supervisor involved. If the matter remains unresolved only then, follow Step 2.

Step 2

The matter is discussed between the employee, the employees' representative if the employee so wishes and the supervisor involved. If the matter remains unresolved, only then, follow Step 3.

Step 3

The matter is discussed between the employee, the employee's representative if the employee so wishes, the supervisor and the departmental manager. If the matter remains unresolved only then, follow Step 4.

Step 4

The matter is discussed between the departmental manager, the human resources manager and the employee's representative and/or union official if the employee so wishes. If the matter remains unresolved only then, follow Step 5.

(Where it is agreed by the employee and departmental manager Steps 1 to above may be conducted concurrently.)

Step 5

The matter is discussed between senior representatives of the company and the relevant union if the employee is represented by a union. The parties agree to exhaust the processes of conciliation before considering Step 6. It is also agreed that the parties will not deliberately frustrate or delay these procedures.

Step 6

The matter may be referred by either party to the Industrial Relations Commission of New South Wales in order for the Commission to exercise its functions under the *Industrial Relations Act 1996*. It is the intention of the parties that this provision meets the criteria pursuant to the *Industrial Relations Act 1996*.

15. No Extra Claims

The parties undertake that, for the term of this Award, they will not pursue any extra claims.

16. Anti-Discrimination

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

NOTES

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

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

17. Rostered Day Off - Banking

No more than five days are to be banked as determined by the Manager - Racecourses. These days will be taken at times of mutual agreement provided that they are not to be taken within two weeks preceding a major carnival period. If a dispute arises on the taking of the leave then the dispute procedure is to be followed.

18. Spread of Hours/Staggered Work Hours

- (i) Subject to the exception listed in subclause (ii) the spread of ordinary hours shall be 7.00am to 5.15pm with a limit of 8 hours at ordinary time to be worked on any day.
- (ii) Track crossing attendants shall have a starting time of no earlier than 4.00am.

New employees will be engaged on a spread of ordinary hours from 7.00am - 6.00pm.

Pool Attendants may be required to perform 8 ordinary hours in split shifts of 4 hours each.

19. Hours of Work

- (i) Employees engaged prior to the 1st January 1997 shall continue to be employed on the existing terms and conditions relating to hours unless otherwise agreed.
- (ii)
 - (a) Employees engaged after 1 January 1997 may work their ordinary hours on no more than five days Monday to Saturday.
 - (b) Ordinary hours worked on a Saturday whilst forming part of the weekly ordinary hours shall be paid at penalty rates i.e. time and one half for the first two hours and double time there after. Provided that sick pay shall be paid at ordinary singular rates for all days.

20. Overtime

- (i) All hours outside the spread of ordinary hours prescribed by Clauses 18 and 19 shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) All overtime worked on Saturdays shall be paid for at the rate of ordinary time and a half for the first two hours and ordinary double time thereafter.
- (iii) All work on Sunday shall be paid for at the rate of double time.

21. Public Holiday Work

For existing employees any work performed on a public holiday as prescribed by the award will be paid at the rate of double time and a half in addition to the ordinary rate.

22. Future Discussions

The parties agree that future discussions to be held on enterprise bargaining will include:

- classification structure
- job definition
- sick leave practices
- allowances
- fortnightly payment of wages
- aggregate wages
- weekend work as ordinary hours
- rostered days off
- picnic day
- hours of work
- consolidation of awards
- training
- multi-skilling
- payment for skills acquired

23. Negotiating the Next Award

- (i) The parties agree to commence negotiations on a new award no later than 3 months prior to the termination date of this Award.
- (ii) During the 3 months negotiation period, the parties will meet in order to seek agreement/resolution of any issues.
- (iii) Notwithstanding the provisions of Clause 15 relating to the grievance procedure, the parties may seek the assistance of the Industrial Relations Commission during the deliberation period. Work is not to be disrupted nor any industrial action to be undertaken during the deliberation period.

PART B

WAGE RATES

1. Employees will be paid a weekly wage as set out below which includes compensation for:

- ordinary hours
- over-award payments
- electronic funds transfer
- service (ten year) increment
- industry allowance
- scythe or power mower allowance
- tractor allowance
- front end loader
- pesticide, weedicide poisonous spray allowance
- horse handling allowance

Table 1 - Wages

| Classification | Aggregate Weekly Wage | |
|-----------------------------|-----------------------|---|
| | Old Rates \$ | Rates from FFPP on or after 1/8/2002 \$ |
| Racecourse Employee Level 1 | 684.00 | 705.50 |
| Racecourse Employee Level 2 | 671.80 | 693.00 |
| Racecourse Employee Level 3 | 647.20 | 667.60 |
| Racecourse Employee Level 4 | 623.20 | 642.90 |

2. The following allowances and payment are not included in the aggregate wage and will be paid separately:

- first-aid allowance
- clothing allowance

Table 2 - Other Rates and Allowances

| Allowances | Weekly \$ |
|------------|--|
| Clothing | 6.10 |
| First-Aid | As per Race Club Employees (State) Award |

J. P. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

(666)

SERIAL C1402

MUSICIANS' (MULTI MEDIA) (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by The Musicians' Union of Australia, New South Wales, industrial organisation of employees.

(No. IRC 5136 of 2001)

| | |
|---|-------------------|
| Before The Honourable Justice Wright, President | 25 June 2002 |
| The Honourable Justice Walton, Vice-President | |
| Commissioner Redman | 14 September 2001 |
| The Honourable Justice Walton, Vice-President | 29 October 2001 |

VARIATION

1. Delete subclause (iii) Rates of Pay, of clause 3, Feature Film and Documentary of the award published 7 December 2001 (330 I.G. 135), and insert in lieu thereof the following:
 - (iii) For a minimum call of three hours duration an amount of \$132.00 as set out in Part B of this award shall be paid.
2. Delete subclauses (iii) (a) and (b) of clause 4, Television, and insert in lieu thereof the following:
 - (iii) Rates of Pay
 - (a) The rate of pay for a casual employee shall be the appropriate undermentioned rate for each hour during which the employee attends ready and able to work:

Principal Player -

 - (i)
 - (1) Performance - \$35.07 per hour

(2) Rehearsal - \$26.04 per hour

Other than Principal Player -

(ii)

(1) Performance - \$29.79 per hour

(2) Rehearsal - \$22.37 per hour

(b) The minimum payment for any engagement on any one day shall be:

Principal Player -

(i)

(1) Performance - \$105.21 per day

(2) Rehearsal - \$78.12 per day

Other than Principal Player -

(ii)

(1) Performance - \$89.37 per day

(2) Rehearsal - \$67.11 per day

3. Delete subclause (iv) of clause 4, Television and insert in lieu thereof the following:

(iv) Doubling

Subject to the proviso hereunder a doubling fee of 25% of the appropriate per engagement shall be paid for each additional instrument which the employee is required to play during the engagement provided however, that such fee will not be payable where certain instruments are not deemed to be additional to one another.

4. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

(i) (Audio Recording)

Minimum call of three hours duration \$ 96.40

(ii) (Feature Film & Documentary)

Minimum call of three hours duration \$132.00

(iii)

(a) The rates of pay in award include the adjustments payable under the State Wage Cases of June 1999 and May 2000. These adjustments may be offset against:

(b) Any equivalent overaward payments; and/or

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

NB: Rates of pay for Television are contained in clause 4 of this award.

5. Delete subclause (iii) Rates of Pay, of clause 3, Feature Film and Documentary, and insert in lieu thereof the following:

- (iii) For a minimum call of three hours duration an amount of \$134.40 as set out in Part B of this award shall be paid.

6. Delete subclauses (iii) (a) and (b) of clause 4, Television and insert in lieu thereof the following:

- (iii) Rates of Pay

- (a) The rate of pay for a casual employee shall be the appropriate undermentioned rate for each hour during which the employee attends ready and able to work:

Principal Player -

- (i)

(1) Performance - \$36.89 per hour

(2) Rehearsal - \$26.75 per hour

Other than Principal Player -

- (ii)

(1) Performance - \$30.60 per hour

(2) Rehearsal - \$22.99 per hour

- (b) The minimum payment for any engagement on any one day shall be:

Principal Player -

- (i)

(1) Performance - \$110.67 per day

(2) Rehearsal - \$80.25 per day

Other than Principal Player -

- (ii)

(1) Performance - \$91.80 per day

(2) Rehearsal - \$68.97 per day

7. Delete B - Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

(i) (Audio Recording)

Minimum call of three hours duration \$ 98.80

(ii) (Feature Film & Documentary)

Minimum call of three hours duration \$134.40

(iii)

(a) The rates of pay in award include the adjustments payable under the State Wage Cases of May 2000 and May 2001. These adjustments may be offset against:

(b) Any equivalent overaward payments; and/or

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

NB: Rates of pay for Television are contained in clause 4 of this award.

8. This variation shall take effect from the beginning of the first pay period to commence on or after:

(i) 14 September 2001 with respect to clauses 1 to 4 of this variation; and

(ii) 14 October 2001 with respect to clauses 5 to 7.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
J. N. REDMAN, Commissioner.

Printed by the authority of the Industrial Registrar.

(471)

SERIAL C1420

**MUSHROOM INDUSTRY EMPLOYEES (STATE)
CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 5147 of 2001)

| | |
|---|---------------------|
| Before The Honourable Justice Wright, President | 25 June 2002 |
| The Honourable Justice Walton, Vice-President | |
| Commissioner Redman | 14 September 2001 |
| The Honourable Justice Walton, Vice-President | 29 October 2001 |

VARIATION

1. Delete subclause 5 of clause 4, Wage Rates of the award published 9 March 2001 (322 I.G. 1147) and insert in lieu thereof the following:
 5. The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Section 1 - Adult Employees -

| | Base Rate | SWC | Total Rate |
|--|-----------|-----|------------|
|--|-----------|-----|------------|

| Classification | of Pay \$ | 2001 \$ | of Pay \$ |
|----------------------------------|--------------|------------|--------------|
| General Hand - Class One (83%) | 421.30 | 13.00 | 434.30 |
| General Hand - Class Two (89.9%) | 450.10 | 13.00 | 463.10 |
| Mushroom Picker (83%) | 421.30 | 13.00 | 434.30 |

Section 2 - Junior Employees -

Percentage of appropriate adult rate per week

| | |
|-----------------------|-------------|
| Under 16 years of age | 50 |
| At 16 years of age | 60 |
| At 17 years of age | 70 |
| At 18 years of age | 80 |
| At 19 years of age | 90 |
| At 20 years of age | Adult Rates |

Table 2 - Other Rates and Allowances

| Item No. | Clause No. | Brief Description | Existing Allowance \$ | Amount \$ |
|----------|------------|---|--------------------------|--------------|
| 1 | 3 (4) | Meal Allowance Working more than 1 1/2 hours overtime - each additional 4 hours | 5.98 | 6.65 |
| 2 | 19 (2) | First-Aid per day or shift | 1.59 | 1.65 |

"Note": These allowances are contemporary for expense related allowances as at 30 March 2001, and for work related allowances are inclusive of adjustment in accordance with the May 2001 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 November 2001.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
J. N. REDMAN, Commissioner.

Printed by the authority of the Industrial Registrar.

(278)

SERIAL C1405

DAIRYING INDUSTRY EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by The Australian Workers's Union, New South Wales, industrial organisation of employees.

(No. IRC 5045 of 2001)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
Commissioner Redman

25 June 2002

14 September 2001

The Honourable Justice Walton, Vice-President

29 October 2001

VARIATION

1. Delete subclause (f) of clause 3, Wages of the award published 4 May 2001 (324 I.G. 474) and insert in lieu thereof the following:
 - (f) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Table 1 - Rates of Pay, Table 2 - Rates of Pay - Apprentices and Table 5 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Rates of Pay

| Classification | Weekly Rate Of Pay \$ | SWC 2001 \$ | New Weekly Rate \$ |
|-------------------------------|--------------------------|----------------|-----------------------|
| Support Operator - Grade 1 | 417.20 | 13.00 | 430.20 |
| General Operations - Grade 2 | 425.90 | 13.00 | 438.90 |
| Specialist Operator - Grade 3 | 492.20 | 15.00 | 507.20 |
| Senior Operator - Grade 4 | 538.70 | 15.00 | 553.70 |

Table 2 - Rates of Pay - Apprentices

| |
|---|
| Apprentice - Rates of Pay Percentage of Specialist Operator Grade 3 - \$507.20 |
|---|

| | | |
|----------|-----|----------|
| 1st Year | 60% | \$304.30 |
| 2nd Year | 65% | \$329.70 |
| 3rd Year | 75% | \$380.40 |
| 4th Year | 85% | \$431.10 |

Table 5 - Other Rates and Allowances

| Item. No. | Clause No. | Brief Description | Existing Allowance \$ | Rate of Payment \$ |
|-----------|------------|---|-----------------------|--------------------|
| 1 | 18 (b) | Meal Allowance | 5.95 per meal | 6.60 per meal |
| 2 | 18 (d) | Spending the night away from their homes/ property on which they are employed | 33.80 per night | 34.90 per night |
| 3 | 18 (d) | Spending the night away from home/ property were employed - apprentices | 29.00 per night | 29.90 per night |
| 4 | 3 (b) (iv) | Apprentices completing 3 years trade course | 0.52 per week | 0.54 per week |
| 5 | 18 (c) | Motor Vehicle Allowance | 0.39 per k/m | 0.41 per k/m |
| 6 | 19 (c) | First-aid allowance | 1.60 per day | 1.65 per day |

"Note": These allowances are contemporary for expense related allowances as at 30 March 2001 and for work related allowances are inclusive of adjustment in accordance with the May 2001 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 November 2001.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
J. N. REDMAN, Commissioner.

Printed by the authority of the Industrial Registrar.

(001)

SERIAL C1421

BUILDING AND CONSTRUCTION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3760 of 2002)

Before The Honourable Justice Walton, Vice-President

8 July 2002

VARIATION

1. Delete the table appearing in clause 18.1.2(a), of clause 18, Classifications and Wage Rates, of the award published 16 July 1975, reprinted 23 May 1984 and the reviewed award published 31 August 2001 (327 I.G. 279), and insert in lieu thereof the following:

| Tradespersons | | | | |
|--|--------------------------|-------------------------------|-----------------------------------|-------------------------|
| Classification | Base Rate Per Week \$ | Suppl. Payment Per Week \$ | State Wage Case Adjustments \$ | Total Weekly Rate \$ |
| Carpenter diver | 489.80 | 52.10 | 106.00 | 647.90 |
| Carver | 395.90 | 52.10 | 108.00 | 556.00 |
| Special Class Tradespersons | 385.00 | 52.10 | 108.00 | 545.10 |
| Letter Cutter | 378.60 | 52.10 | 108.00 | 538.70 |
| Marker or Setter Out | 378.60 | 52.10 | 108.00 | 538.70 |
| Signwriter | 374.70 | 52.10 | 108.00 | 534.80 |
| Artificial Stoneworker, Bricklayer, Bridge and Wharf Carpenter, Carpenter and/or Joiner, Caster, Fixer, Floorlayer Specialist, Marble and Slateworker, Painter, Plasterer, Quarryperson, Roof Tiler, Slater Ridger or Roof, Fixer, Shophand, Stonemason, Tilelayer, Hard Floor Coverer | 365.20 | 52.10 | 108.00 | 525.30 |
| Machinist | 347.90 | 52.10 | 106.00 | 506.00 |
| Plasterer/Terrazzo Assistant | 335.10 | 52.10 | 106.00 | 493.20 |

2. Delete the table appearing in clause 18.1.2(b) and insert in lieu thereof the following:

| Labourers | | | | |
|----------------|--------------------|-------------------------|-----------------------------|-------------------|
| Classification | Base Rate Per Week | Suppl. Payment Per Week | State Wage case Adjustments | Total Weekly Rate |

| | \$ | \$ | \$ | \$ |
|---|--------|-------|--------|--------|
| Group 1 | | | | |
| Rigger, Dogger | 362.30 | 52.10 | 106.00 | 520.40 |
| Group 2 Scaffolder (as defined), Powder Monkey, Hoist or Winch Driver, | 346.70 | 52.10 | 106.00 | 504.80 |
| Foundation Shaftsperson (as defined), Steel Fixer, including Tack Welder, Concrete Finisher (as defined) | | | | |
| Group 3 Bricklayer's Labourer, Plasterer's Labourer, Assistant Rigger (as defined), Assistant Powder Monkey (as defined) demolition work (after three months experience), Gear Hand, Jack-Hammerperson, Mixer Driver (concrete), Steel Erector, Aluminium Alloy Structural Erectors (whether prefabricated or otherwise), Gantry Hand or Crane Hand, Crane Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator Concrete Gang including Concrete Floater (as defined), Roof Layer(Malthoid or similar material), Dump Cart Operator, Concrete Formwork Stripper, Concrete Pump Hoseperson or Line Hand | 335.10 | 52.10 | 106.00 | 493.20 |
| Group 4 Builders' Labourers other than as specified in classifications (1), (2) and (3) of this paragraph | 306.60 | 52.10 | 106.00 | 464.70 |

3. Delete subparagraph 18.1.2(d) Apprentices, of clause 18, and insert in lieu thereof the following:

18.1.2(d) Apprentices -

(1) Carpenters, Joiners, Bricklayers, Painters, etc., Plasterers, etc., Roof Tilers, Fibrous Plasterer, Plasterboard Fixer, Stonemasons, Tilelayers, Floorlaying.

(i) Indentured Apprentices - The minimum rates of wages for four-year apprentices shall be as follows:

| | Base Rate Per Week | Industry Allowance Per Week | Special Allowance Per Week | Total Per Week |
|----------|--------------------|-----------------------------|----------------------------|----------------|
| | \$ | \$ | \$ | \$ |
| 1st Year | 174.70 | 19.80 | 17.10 | 211.60 |
| 2nd Year | 255.10 | 19.80 | 25.30 | 300.20 |
| 3rd Year | 338.10 | 19.80 | 32.50 | 390.40 |
| 4th Year | 396.00 | 19.80 | 38.70 | 454.50 |

(ii) Trainee Apprentices -

| | Base Rate Per | Industry Allowance Per | Special Allowance Per | Total Per |
|--|---------------|------------------------|-----------------------|-----------|
|--|---------------|------------------------|-----------------------|-----------|

| | Week \$ | Week \$ | Week \$ | Week \$ |
|----------|------------|------------|------------|------------|
| 1st Year | 196.10 | 19.80 | 18.40 | 234.30 |
| 2nd Year | 286.60 | 19.80 | 27.80 | 334.20 |
| 3rd Year | 371.90 | 19.80 | 35.30 | 427.00 |
| 4th Year | 417.60 | 19.80 | 40.10 | 477.50 |

(2) Civil Engineering Construction Carpenters

| | Base Rate Per Week \$ | Industry Allowance Per Week \$ | Special Allowance Per Week \$ | Total Per Week \$ |
|----------|-----------------------------|---|--|-------------------------|
| 1st Year | 212.80 | 19.80 | 20.00 | 252.60 |
| 2nd Year | 303.40 | 19.80 | 28.10 | 351.30 |
| 3rd Year | 376.20 | 19.80 | 35.30 | 431.30 |
| 4th Year | 445.40 | 19.80 | 41.40 | 506.60 |

(3) Pilot Three Year Bricklayers' Course -

(a) These rates apply to apprentices who are engaged through the Master Builders' Association of New South Wales and the Housing Industry Group Apprenticeship Schemes and who are enrolled or to be enrolled in the pilot three year Technical and Further Education course.

(b) These rates shall also apply whilst the apprentice is attending college in the following fashion:

| | |
|-----------|---|
| Year I - | First 8 weeks - full time at 35 hours per week 28 weeks - 1 day per week |
| Year II - | 36 weeks - 1 day per week |

(c) The above provisions relating to the pilot bricklayers course, the course itself, and the rates herein prescribed shall only apply to employed apprentices.

(d) Leave is reserved in relation to the payment applicable during attendance at college for the advanced modules (30 weeks - 1 day per week, i.e., 6 x 40 hour modules) for those apprentices who have successfully completed the requirements of year II.

(i) Indentured: The minimum rate of wages for three year apprentice bricklayers shall be as follows:

| | Base Rate Per Week \$ | Industry Allowance Per Week \$ | Special Allowance Per Week \$ | Total Per Week \$ |
|----------------|-----------------------------|---|--|----------------------------|
| 1st Year | | | | |
| 1st six months | 170.80 | 19.80 | 16.80 | 207.40 |
| 2nd six months | 248.60 | 19.80 | 24.80 | 293.20 |
| 2nd Year | 329.60 | 19.80 | 31.90 | 381.30 |
| 3rd Year | 386.50 | 19.80 | 37.90 | 444.20 |

(ii) Trainee Apprentices - The minimum rate of wages for three year apprentice bricklayers shall be as follows:

| | Base Rate Per | Industry Allowance Per | Special Allowance Per | Total Per |
|--|---------------|---------------------------|--------------------------|-----------|
|--|---------------|---------------------------|--------------------------|-----------|

| | Week \$ | Week \$ | Week \$ | Week \$ |
|----------------|------------|------------|------------|------------|
| 1st Year | | | | |
| 1st six months | 186.20 | 19.80 | 18.00 | 224.00 |
| 2nd six months | 271.50 | 19.80 | 27.30 | 318.60 |
| 2nd Year | 352.40 | 19.80 | 34.60 | 406.80 |
| 3rd Year | 395.60 | 19.80 | 39.30 | 454.70 |

4. Delete subparagraph 18.1.2(f), Adult Apprentices, of the said clause 18 and insert in lieu thereof the following:

18.1.2.(f) Adult Apprentices -

Definition - An Adult Apprentice means an employee engaged as an apprentice who at the time of the apprenticeship is of or above the age of 21 years.

- (1) Carpenters, Joiners, Bricklayers, Painters, etc., Plasterers, etc., Roof Tilers, Fibrous Plasterer, Plasterboard Fixer, Stonemasons, Tilelayers, Floorlaying.

(i) Indentured Apprentices

| | Base Rate Per Week \$ | Industry Allowance Per Week \$ | Special Allowance Per Week \$ | Total Per Week \$ |
|----------|-----------------------------|---|--|-------------------------|
| 1st Year | 289.50 | 19.80 | 17.10 | 326.40 |
| 2nd Year | 289.50 | 19.80 | 25.30 | 334.60 |
| 3rd Year | 342.20 | 19.80 | 32.50 | 394.50 |
| 4th Year | 398.60 | 19.80 | 38.70 | 457.10 |

(ii) Trainee Apprentices

| | Base Rate Per Week \$ | Industry Allowance Per Week \$ | Special Allowance Per Week \$ | Total Per Week \$ |
|----------|-----------------------------|---|--|----------------------------|
| 1st Year | 289.50 | 19.80 | 18.40 | 327.70 |
| 2nd Year | 292.10 | 19.80 | 27.80 | 339.70 |
| 3rd Year | 375.60 | 19.80 | 35.30 | 430.70 |
| 4th Year | 419.80 | 19.80 | 40.10 | 479.70 |

- (2) Civil Engineering Construction Carpenters - for adult apprentices the minimum rates shall be as follows:

| | Base Rate Per Week \$ | Industry Allowance Per Week \$ | Special Allowance Per Week \$ | Total Per Week \$ |
|----------|-----------------------------|---|--|----------------------------|
| 1st Year | 289.50 | 19.80 | 20.00 | 329.30 |
| 2nd Year | 307.10 | 19.80 | 28.10 | 355.00 |
| 3rd Year | 379.80 | 19.80 | 35.30 | 434.90 |
| 4th Year | 446.80 | 19.80 | 41.40 | 508.00 |

5. Delete the table appearing in clause 18.4, Leading Hands, and insert in lieu thereof the following:

| Item No. | Description | Weekly Base | Amount per hour |
|----------|-------------|-------------|--------------------|
|----------|-------------|-------------|--------------------|

| | | | |
|-------|---|-------|------|
| | | \$ | \$ |
| (i) | In charge of not more than 1 person | 12.60 | 0.34 |
| (ii) | In charge of 2 and not more than 5 persons | 27.80 | 0.75 |
| (iii) | In charge of 6 and not more than 10 persons | 35.50 | 0.96 |
| (iv) | In charge of more than 10 persons | 47.30 | 1.28 |

6. Delete the table appearing in clause 18.5, Foreperson - Bridge and Wharf Carpenter, and insert in lieu thereof the following:

| | |
|-----------------------------------|----------------------|
| | Per Week of 38 Hours |
| | \$ |
| General or supervising foreperson | 695.40 |
| Subforeperson | 656.40 |

7. Delete clause 19, State Wage Case Adjustments, and insert in lieu thereof the following:

19. STATE WAGE CASE ADJUSTMENTS

The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:

- (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May, 1991 other than Safety Net, State Wage Case and minimum rates adjustments.
8. Delete the amount of "\$19.10" appearing in subclause 24.1, Industry Allowance, of clause 24, Allowances, and insert in lieu thereof the amount of "\$19.80".
9. Delete the amounts of "\$9.33" and "\$1.81" appearing in subclause 24.2, Underground Allowance, of the said clause 24, and insert in lieu thereof the amounts of "\$9.66" and "\$1.93".
10. Delete the table appearing in paragraph 24.5.3 of clause 24 and insert in lieu thereof the following:

| | |
|--|-----------------------|
| Floor Levels | Amount per hour extra |
| | \$ |
| From commencement of building to fifteenth floor level | 0.36 |
| From sixteenth floor level to thirtieth floor level | 0.43 |
| From thirty-first floor level to forty-fifth floor level | 0.67 |
| From forty-sixth floor level to sixtieth floor level | 0.85 |
| From sixty-first floor level onwards | 1.07 |

11. Delete the table appearing in subclause 25.5 of clause 25, Special Rates, and insert in lieu thereof the following:

| | | |
|--|------------------|----------------------|
| Height of Bracing | First Four Hours | Each additional Hour |
| | \$ | \$ |
| 0 - 15 storeys | 3.23 | 0.67 |
| 16 - 30 storeys | 4.17 | 0.86 |
| 31 - 45 storeys | 4.91 | 1.00 |
| 46 - 60 storeys | 8.06 | 1.67 |
| greater than 60 storeys | 10.28 | 2.12 |
| solid plasterers when working off a swing scaffold | 0.11 per hour | |

12. Delete the table appearing in subclause 25.15 of the said clause 25 and insert in lieu thereof the following:

| | Amount Per Hour \$ |
|---|-----------------------|
| Where the blocks weigh over 5.5 kg and under 9 kg | 0.45 p/h |
| Where the blocks weigh 9 kg or over up to 18 kg | 0.80 p/h |
| Where the blocks weigh over 18 kg | 1.13 p/h |

13. Delete the table appearing in subclause 25.41, and insert in lieu thereof the following:

| Item No. | Clause No. | Description | Amount \$ |
|----------|-----------------------|---|----------------------------------|
| 1 | 25.1 | Insulation Work | 0.55 p/h |
| 2 | 25.2 | Hot Work Between 46° and 54° Beyond 54° | 0.45 p/h 0.55 p/h |
| 3 | 25.3 | Cold Work | 0.45 p/h |
| 4 | 25.4 | Confined Space | 0.55 p/h |
| 5 | 25.6 | Explosive Powered tools | 1.06 p/d |
| 6 | 25.7 | Wet Work | 0.45 p/h |
| 7 | 25.8 | Dirty Work | 0.45 p/h |
| 8 | 25.9 | Towers Allowance Work above 15 metres Each further 15 metres | 0.45 p/h 0.45 p/h |
| 9 | 25.10 | Toxic Substances Using toxic substances In close proximity | 0.55 p/h 0.45 p/h |
| 10 | 25.12 | Materials containing asbestos | 0.55 p/h |
| 11 | 25.13 | Furnace Work | 1.18 p/h |
| 12 | 25.14 | Acid Work | 1.18 p/h |
| 13 | 25.16 | Cleaning down brickwork | 0.41 p/h |
| 14 | 25.17 | Bagging | 0.41 p/h |
| 15 | 25.18 | Bitumen Work | 0.55 p/h |
| 16 | 25.19 | Plaster or composition spray | 0.45 p/h |
| 17 | 25.20 | Slushing | 0.45 p/h |
| 18 | 25.21 | Dry polishing of tiles | 0.55 p/h |
| 19 | 25.22 | Cutting tiles | 0.55 p/h |
| 20 | 25.23 | Second hand timber | 1.75 p/d |
| 21 | 25.24 | Roof repairs - Employees other than slaters and roof tilers | 0.55 p/h |
| 22 | 25.24(i) 25.24(ii) | Roof Repairs - Slaters and roof tilers Height over 15 metres 35° pitch 40° pitch | 0.41 p/h 0.55 p/h 0.80 p/h |
| 23 | 25.25 | Computing quantities | 3.23 p/d |
| 24 | 25.26 | Height work - painting tradespersons | 0.41 p/h |
| 25 | 25.27 | Height work - bridge and wharf carpenters 8 metres from ground, deck, etc. Each additional 3 metres | 0.45 p/h 0.10 p/h |
| 26 | 25.28 | Grindstone Allowance | 4.75 p/w |
| 27 | 25.30 | Certificate Allowance | 0.45 p/h |
| 28 | 25.31 | Spray Application - painters | 0.45 p/h |
| 29 | 25.32 | Cutting bricks | 0.55 p/h |

| | | | |
|----|----------|---|-----------------------|
| 30 | 25.33(a) | District Allowances Districts west and north Western Division | 0.66 p/d 1.08 p/d |
| 31 | 25.33(b) | District Allowances NSW border to Dalgety | 1.08 p/d |
| 32 | 25.33(c) | District Allowances Road and bridge construction and repair | 0.34 p/d |
| 33 | 25.34 | Pneumatic tools - stonemason | 2.42 p/d |
| 34 | 25.35 | Asbestos Eradication | 1.49 p/h |
| 35 | 25.36 | Laser safety officer | 1.84 p/d |
| 36 | 25.37 | Illawarra road and general construction | 0.45 p/h |
| 37 | 25.38 | Suspended Perimeter Work Platform | 0.69 p/h |
| 38 | 25.39 | Labourers on refractory brickwork | 3.32 per call back |
| 39 | 25.40 | First-aid Allowances Minimum qualification Higher qualification | 1.90 p/d 2.98 p/d |

14. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2002.

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

Printed by the authority of the Industrial Registrar.

(058)

SERIAL C1427

BUILDING EMPLOYEES MIXED INDUSTRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3760 of 2002)

Before The Honourable Justice Walton, Vice-President

8 July 2002

VARIATION

1. Insert after subclause 16.7 of clause 16, Wages, of the award published 11 June 1993 and the reviewed award published 16 November 2001 (329 I.G. 577), the following new subclause 16.8:

16.8 The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:

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

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 -Wages

| | Base Rate | Supplementary Payment | SWC Adjustments | Tool Allowance | Ordinary Weekly Rate |
|--|-----------|-----------------------|-----------------|----------------|----------------------|
| | \$ | \$ | \$ | \$ | \$ |
| Carpenters & Joiners | 367.30 | 38.20 | 100.00 | 20.90 | 526.40 |
| Bricklayers | 367.30 | 38.20 | 98.00 | 14.80 | 518.30 |
| Plumbers including: Gasfitters & Drainers | 369.60 | 38.00 | 100.00 | 20.90 | n/a |
| Painters, Including: Signwriters Marblers, Grainers & Artworkers | 367.30 | 38.00 | 100.00 | 5.20 | n/a |

Builders Labourer

| Classification | Previous Ordinary Weekly Rate | SWC Adjustment 2001 & 2002 | Current Ordinary Weekly Rate |
|--|-------------------------------|----------------------------|------------------------------|
| 1. Rigger, Dogman | 431.40 | 31.00 | 462.40 |
| 2. Scaffolder (as defined), powder monkey hoist or winch driver, foundation shaftman (as defined), concrete finisher (as defined), steel fixer including tack welder | 420.20 | 31.00 | 451.20 |
| 3. Bricklayer's labourer, plaster's labourer, assistant rigger (as defined), assistant powder monkey (as defined) demolition work (after 3 months experience) gear hand, pile driver (concrete), hammerman, mixer driver (concrete), steel erector, aluminium alloy structural erectors, (whether pre-fabricated or otherwise), gantry hand or crane hand, crane chaser, cement gun operator, concrete cutting Or drilling machine operator, concrete gang including concrete floater (as defined), roof layer (malthoid or similar material) dump cart operator, under pinner, steel or bar bender to pattern or plan, concrete formwork stripper | 408.00 | 31.00 | 439.00 |
| 4. Builder's labourer employed on work other than that specified in (1) to (3) hereof | 384.20 | 31.00 | 415.20 |

Apprentices

Carpenters/Joiners/Bricklayers/Painters

| | Indentured | Trainees |
|----------|------------|----------|
| 1st Year | 175.50 | 196.70 |
| 2nd Year | 256.50 | 287.90 |
| 3rd Year | 339.60 | 373.20 |
| 4th Year | 397.20 | 419.30 |

Plumbers

| | | |
|----------|--------|--------|
| 1st Year | 177.00 | 200.00 |
| 2nd Year | 258.80 | 290.90 |
| 3rd Year | 340.90 | 376.20 |
| 4th Year | 401.00 | 423.30 |

Table 2 - Allowances

| Item | Clause | Description | Amount |
|------|--------|----------------------------------|------------------|
| 1 | 16.1 | Tool Allowance | |
| | 16.1 | Carpenter/Joiner | \$20.90 per week |
| | 16.2 | Bricklayer | \$14.80 per week |
| | 16.3 | Plumber | \$20.90 per week |
| | 16.4 | Painter | \$5.20 per week |
| | | Plumber - Registration Allowance | \$0.50 per hour |
| 2 | | Adjustments | |
| | 16.2.2 | Ships Plumber | \$0.22 per hour |

| | | | |
|--|-----------|---|---|
| | 16.2.3 | Drainer (amount to be deducted) | \$0.05 per hour |
| | 16.3.2 | Signwriter | \$0.36 per hour |
| | 16.3.3 | Marbler and Grainer | \$0.36 per hour |
| | 16.3.4 | Ship Painter | \$0.29 per hour |
| | 16.3.4 | Casual Ships Painter | \$11.30 per day |
| | 16.3.6 | Signwriter, Grainer, Gilder on Ship work | \$0.62 per hour |
| | 16.3.7(a) | Artworker Grade 2 | \$0.35 per hour |
| | 16.3.7(b) | Artworker Grade 1 | \$0.64 per hour |
| All Employees | | | |
| | | | |
| 3 | 17.2.1 | Insulation | \$0.55 per hour |
| 4 | 17.2.2 | Hot Work between 46 and 54 degrees exceeding 54 degrees | \$0.45 per hour \$0.55 per hour |
| 5 | 17.2.3 | Cold Work | \$0.45 per hour |
| 6 | 17.2.4 | Confined Spaces | \$0.55 per hour |
| 7 | 17.2.5 | Swing Scaffold first four hours every hour after | \$3.23 \$0.63 per hour |
| 8 | 17.2.6 | Wet Work | \$0.45 per hour |
| 9 | 17.2.7 | Dirty Work | \$0.45 per hour |
| 10 | 17.2.8 | Towers Allowance above 15 meters in height each additional 15 meters | \$0.45 per hour \$0.45 per hour |
| 11 | 17.2.9 | Toxic Substances preparation and application when air conditioning plant not operating Close Proximity to employees so engaged | \$0.55 per hour \$0.36 per hour \$0.45 per hour |
| 12 | 17.2.11 | Computing Quantities All Trades except Plumbers Plumbers | \$3.23 per day \$0.45 per hour |
| 13 | 17.2.12 | Asbestos Eradication | \$1.49 per hour |
| Carpenters, Joiners and Bricklayers Only | | | |
| 14 | 17.3.1 | Roof Work | \$0.55 per hour |
| 15 | 17.3.2 | Ship Repair | \$10.83 per week |
| 16 | 17.3.3 | Second Hand Timber | \$1.75 per day |
| 17 | 17.3.4 | Acid Work | \$1.18 per hour |
| 18 | 17.3.5 | Cleaning Down Brick Work | \$0.41 per hour |
| 19 | 17.3.6 | Bagging | \$0.41 per hour |
| 20 | 17.3.7 | Brick Cutting Machine | \$0.55 per hour |
| 21 | 17.3.8 | Heavy Blocks weighting over 5.5 kg and under 9 kg weighting over 9 kg and under 18 kg weighting over 18 kg | \$0.45 per hour \$0.80 per hour \$1.13 per hour |
| Carpenters, Joiners, Bricklayers and Painters | | | |
| 22 | 17.4.1 | Tunnel and Shaft | \$0.55 per hour |
| 23 | 17.4.2 | Furnace Work | \$1.18 per hour |
| 24 | 17.4.3 | Explosive Power Tools | \$1.06 per hour |
| Plumbers Only | | | |
| 25 | 17.5.1 | Chokages | \$5.09 per day |
| 26 | 17.5.2 | WC's Urinals | \$0.55 per hour |
| 27 | 17.5.3 | Height Work | \$0.45 per hour |
| 28 | 17.5.4 | Lead Burner | \$0.56 per hour |
| | | Lead Burner in Chemical Works | \$0.76 per hour |
| | | Oxyacetylene or Electric Welding Certificate | \$0.41 per hour |

| | | | |
|-------------------------|-----------------------------|---|--|
| | | Welding in Compliance with AS4041-1998 | \$0.58 per hour Min per day \$4.53 |
| | | Welding other than under 17.5.4(c) | \$0.12 per hour |
| 29 | 17.5.5 | Using or in close proximity to Asbestos | \$0.55 per hour |
| 30 | 17.5.6 | Slaughter Yards | \$1.06 per hour |
| 31 | 17.5.7 | Roof Work | \$0.62 per hour |
| 32 | 17.5.8 | Use of Licences Plumber's Licence Gasfitter's Licence Drainer's Licence Plumber's and Drainer's Licence Plumber's and Gasfitter's Licence Gasfitter and Drainers Licence | \$0.69 per hour \$0.69 per hour \$0.59 per hour \$0.92 per hour \$0.92 per hour \$1.27 per hour |
| 33 | 17.5.9 (a) (b) (c) | District Allowance | \$0.73 per day \$1.18 per day \$1.18 per day |
| Ship Plumbers | | | |
| 34 | 17.6.1 | Blast and Oil Tanks | \$0.55 per hour |
| 34 | 17.6.2 | Bilges | \$0.41 per hour |
| 38 | 17.6.3 | Diesel Engines | \$0.41 per hour |
| Painters | | | |
| 37 | 17.7.2 | Height Work | \$0.41 per hour |
| 38 | 17.7.3 | Use of Rigging or Scaffold Certificate | \$0.45 per hour |
| 39 | 17.7.4 | Spray Allowance | \$0.45 per hour |
| 40 | 17.7.5 | Power Tools | \$0.45 per hour |
| Builders Labours | | | |
| 41 | 16.4.2 | Builders Labour on engaged on maintenance | \$11.73 per week |
| | 16.4.3 | Builders Labour other than on maintenance | \$7.87 per week |
| 42 | 17.8.1 | Work on Acid Resistant Brick Work | \$0.42 per hour |
| | 17.8.2 | Boilers, furnaces, Kilns, etc | \$0.42 per hour |
| 43 | 17.9.1 | Apprentices use of Rigging or Scaffold Certificate | \$0.45 per hour |
| 44 | 18 | Leading Hand Carpenters and Bricklayers In charge of: not more than 1 person more than 2 but not more than 5 persons more than 5 but not more than 10 persons more than 10 persons Plumbers Plumbers In charge of: up to 2 journeymen 3 to 5 journeymen 5 to 10 journeymen over 10 journeymen Painters In charge of: 1 to 5 journeymen (and/or apprentices) 6 to 15 journeymen (and/or apprentices) more than 15 journeymen (and/or apprentices) | Per week \$12.60 per week \$27.80 per week \$35.50 per week \$47.30 per week \$0.60 per hour \$0.72 per hour \$0.92 per hour \$1.18 per hour \$5.57 per day \$6.96 per day \$9.52 per day |
| | | Builders' Labourers In charge of not less than 2 nor more than 5 persons | \$23.07 per week |
| | | not less than 5 nor more than 10 persons | \$28.89 per week |

| | | | |
|----|----------------|----------------------------------|----------------------|
| | | more than 10 persons | \$39.00 per week |
| 45 | 20.3.2 | Ships Work - Special Places | \$0.41 per hour |
| 46 | 20.3.3 | Insulations with granulated cork | \$0.41 per hour |
| 47 | 20.4 | Removal Bitumous Compounds | \$0.41 per hour |
| 48 | | Industry Allowance | \$19.80 per week |
| 49 | 15.2 | Overtime Meal Allowance | \$9.30 per meal |
| 50 | 22.3.1(b) | Living Away from Home - Weekly | \$308.50 per week |
| 51 | 22.3.1(c) | Living Away from Home - Daily | \$44.10 per day |
| 52 | 22.4.1(a)(iii) | Travel Expenses - Meal | \$9.30 per meal |
| 53 | 22.4.1(b)(i) | Return Journey | \$16.10 per occasion |
| 54 | 22.6.5 | Weekend Return Home | \$27.10 per occasion |
| 55 | 24.1.1 | First Aid Allowance | \$1.90 per day |
| 56 | 26.2.1 | Loss of Tools and Clothing | \$1215.00 |

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2002.

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

Printed by the authority of the Industrial Registrar.

GLASS WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3760 of 2002)

Before The Honourable Justice Walton, Vice-President

8 July 2002

VARIATION

- 1. Delete subclauses (3), (9), (11) and (12) of clause 51, Wages, of the award published 20 April 2001 (324 I.G. 84) and insert in lieu thereof the following:
- (3) The rates of pay in this award include the adjustment payable under the State Wage Case 2002. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

Junior Employees -

- (9) The minimum rate of pay for a junior employee shall be the percentage indicated below of the minimum rate of pay for the Level 3 (which includes the award rate of pay for that classification plus the special loading):

| | Percentage | From the first full pay period commencing on or after 11 July 2002 |
|---------------------------------------|------------|--|
| At 16 years and under 17 years of age | 50 | \$275.90 |
| At 17 years and under 18 years of age | 60 | \$331.10 |
| At 18 years and under 19 years of age | 75 | \$413.90 |
| At 19 years and under 20 years of age | 90 | \$496.60 |

Provided that all employees other than apprentices shall be paid the full adult rates of pay for the classification appropriate to their level of competency plus the special loading upon attaining the age of twenty years.

An Automotive Glass Fitter (as defined) shall, upon reaching the age of 20 years, have deducted from the employee's two year probationary period the time spent engaged as a Junior Automotive Glass Fitter.

Minor Apprentices -

- (11) The rate for minor apprentices is calculated by adding together the award rate for an adult employee classified at Level 5 and the special loading, and then applying the appropriate percentage shown below:

| | Percentage | From the first full pay period commencing on or after |
|--|------------|---|
| | | |

| | | 11 July 2002 |
|----------|----|--------------|
| 1st year | 50 | \$304.20 |
| 2nd year | 65 | \$395.50 |
| 3rd year | 80 | \$486.70 |
| 4th year | 90 | \$547.60 |

Adult Apprentices -

- (12) The rate for adult apprentices is calculated by adding together the award rate for an adult employee classified at Level 5 and the special loading, and then applying the appropriate percentage shown below:

| | Percentage | From the first full pay period commencing on or after 11 July 2002 |
|----------|------------|--|
| 1st year | 85 | \$517.10 |
| 2nd year | 90 | \$547.60 |
| 3rd year | 95 | \$578.00 |

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wage Rates**

| Competency | Award Rate effective first full pay period commencing on or after 11 July 2001 \$ | Award Rate increase effective first full pay period commencing 11 January 2002 (3rd 4% inc.) \$ | SWC 2002 \$18 Increase \$ |
|------------|--|--|------------------------------|
| Level | | | |
| One | 409.40 | 425.80 | 443.80 |
| Two | 432.20 | 449.50 | 467.50 |
| Three | 442.30 | 460.00 | 478.00 |
| Four | 475.30 | 494.30 | 512.30 |
| Five | 496.70 | 516.60 | 534.60 |
| Six | 520.30 | 541.10 | 559.10 |
| Seven | 542.00 | 563.70 | 581.70 |

NOTE: The award rates of pay do not include the special loading set out in clause (51)(2).

Table 2 - Other Rates and Allowances

Work Related Allowances

1. Call Out and Availability Allowance (Clause 10)

- (i) \$18.40
(ii) \$62.40

(iii) \$70.20

(iv) \$77.90

2. Leading Hand (Clause 51)

(i) 2 and up to 5 employees - \$4.64

(ii) 5 and up to 10 employees - \$5.83

(iii) more than 10 employees - \$7.82

3. Construction Work (Clause 15)

(i) per day \$3.93

(ii) per week \$19.67

4. Special Loading (Clause 51)

\$73.80

Expense Related Allowances

5. Meal Allowance (Clause 29)

(i) \$9.80

(ii) \$9.80

6. Country Work (Clause 17)

(i) \$12.70

(ii) \$54.25

(iii) \$15.15

7. Compensation for Clothes & Tools (Clause 14)

\$1,215.00

8. Tool Allowance (Clause 49)

(i) \$5.10 per week

(ii) \$5.10 per week

9. Car Allowance per km (Clause 11)

\$0.73

10. First Aid Allowance (Clause 20)

\$2.05 per day

General Conditions (Clause 21)

11. Work at Height (Clause 21(1))

(i) \$2.61

(ii) \$2.61

(iii) \$4.65

(iv) \$8.77

(v) \$2.97

- (vi) \$2.61
 - (vii) \$2.28
 - (viii) \$4.65
 - (ix) \$8.77
12. Multi-storey Allowance (Clause 21(2))
- (i) \$0.34
 - (ii) \$0.41
 - (iii) \$0.63
 - (iv) \$0.81
 - (v) \$1.01
13. General (clause 21(3))
- (i) \$0.42
 - (ii) \$0.51
 - (iii) \$0.42 between 46°C and 54°C/\$0.51 exceeding 54°C
 - (iv) \$0.42
 - (v) \$0.51
 - (vi) \$0.42
14. Collecting Monies (clause 21(3))
- (i) \$6.78
3. This variation shall take effect from the beginning of the first pay period to commence on or after 11 July 2002.

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

Printed by the authority of the Industrial Registrar.

(046)

SERIAL C1429

JOINERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3760 of 2002)

Before The Honourable Justice Walton, Vice-President

8 July 2002

VARIATION

1. Delete subclause (9.3) of clause 9, Rates of Pay, of the award published 24 March 1995, reprinted 26 September 1997 and the reviewed award published 26 October 2001 (328 I.G. 1142) as varied, and insert in lieu thereof the following:

(9.3) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:

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

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

| Broad Banded Group | Percentage | Former Weekly Rate | State Wage Case 2001 & 2002 Adjustment | New Weekly Rate |
|--------------------|------------|--------------------|--|-----------------|
| | | \$ | \$ | \$ |
| Group 7 | 110 | 533.90 | 33.00 | 566.90 |
| Group 6 | 105 | 513.10 | 33.00 | 546.10 |
| Group 5 | 100 | 492.20 | 33.00 | 525.20 |
| Group 4 | 92.4 | 460.50 | 31.00 | 491.50 |
| Group 3 | 87.4 | 439.60 | 31.00 | 470.60 |
| Group 2 | 82 | 417.00 | 31.00 | 448.00 |
| Group 1 | 78 | 400.40 | 31.00 | 431.40 |

Rates of Pay - Junior Employees who work in association with adult employees -

| Age | Base Rate Per Week \$ | Industry allowance Per Week \$ | Amount Per Week \$ |
|--------------------|-----------------------|--------------------------------|--------------------|
| At 16 years of age | 180.40 | 19.80 | 200.20 |
| At 17 years of age | 220.70 | 19.80 | 240.50 |
| At 18 years of age | 260.40 | 19.80 | 280.20 |
| At 19 years of age | 320.50 | 19.80 | 340.30 |
| At 20 years of age | 360.80 | 19.80 | 380.60 |

Rates of Pay - Indentured Apprentices -

| Year | Base Rate Per Week \$ | Industry Allowance Per Week \$ | Amount Per Week \$ |
|----------|-----------------------|--------------------------------|--------------------|
| 1st Year | 194.70 | 19.80 | 214.50 |
| 2nd Year | 263.80 | 19.80 | 283.60 |
| 3rd Year | 345.30 | 19.80 | 365.10 |

| | | | |
|----------|--------|-------|--------|
| 4th Year | 419.40 | 19.80 | 439.20 |
|----------|--------|-------|--------|

Rates of Pay - Trainee Apprentices -

| Year | Base Rate Per Week \$ | Industry Allowance Per Week \$ | Amount Per Week \$ |
|----------|-----------------------------|--------------------------------------|--------------------------|
| 1st Year | 217.60 | 19.80 | 237.40 |
| 2nd Year | 292.60 | 19.80 | 312.40 |
| 3rd Year | 379.00 | 19.80 | 398.80 |
| 4th Year | 442.50 | 19.80 | 462.30 |

Table 2 - Other Rates and Allowances

| Item No. | Clause No. | Brief Description | Amount \$ |
|----------|---------------|---|---|
| 1 | 9.4 | Leading Hands: In charge of not more than 1 person In charge of 2 and not more than 5 persons In charge of 6 and not more than 10 persons In charge of more than 10 persons | 12.60 per week 27.80 per week 35.50 per week 47.30 per week |
| 2 | 17 | Industry Allowance | 19.80 per week |
| 3 | 18.1 | Tool Allowance: Carpenter and/or Joiner, Shopfitter or Shopfitter and Joiner Carpenter and Joiner Joiner Special Class Joiner - Setter Out Joiner Assembler A | 20.90 per week 20.90 per week 20.90 per week 20.90 per week 20.90 per week 6.10 per week |
| 4 | 18.1 | Shopfitter and/or Joiner Apprentices: Tool Allowance | 20.90 per week |
| 5 | 20.1(a) | Handling insulating material or working in its immediate vicinity. | 0.55 per hour |
| 6 | 20.1(b) | Working where temperature raised by artificial means to between 46 and 54 degrees Celsius Exceeding 54 degrees Celsius | 0.45 per hour 0.55 per hour |
| 7 | 20.1(c) | Working where temperature is reduced by artificial means to below 0 degrees Celsius | 0.45 per hour |
| 8 | 20.1(d) | Working in a confined space | 0.55 per hour |
| 9 | 20.1(e) | Engaged in unusually dirty work | 0.45 per hour |
| 10 | 20.1(f) | Whilst working with secondhand timber, an employee's tools are damaged by nails, dumps or other foreign matter | 1.75 per day |
| 11 | 20.1(g) | Required to compute or estimate quantities of materials in respect to work performed by other employees. | 3.23 per day |
| 12 | 20.1(i) | Using an explosive-powered tool | 1.06 per day. |
| 13 | 20.1(j)(iii) | Using toxic substances or like materials Working in close proximity to employees so engaged | 0.55 per hour 0.45 per hour |
| 14 | 20.1(k) | Using materials containing asbestos or working in close proximity to employees using such materials | 0.55 per hour |
| 15 | 20.1(l) | If a grindstone or wheel is not made available, the employer shall pay each joiner | 4.75 per week |
| 16 | 20.1(m) (iii) | Engaged in asbestos eradication | 1.50 per hour |
| 17 | 27 | Meal allowance after working one and a half hours overtime | 9.30 |

| | | | |
|----|---------|--|--------------|
| 18 | 39.1 | First-aid - Minimum qualifications | 1.90 per day |
| 19 | 41.2(a) | Maximum amount of reimbursement for loss of tools or clothes | 1,215.00 |

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2002.

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

Printed by the authority of the Industrial Registrar.

(357)

SERIAL C1430

GOVERNMENT RAILWAYS (BUILDING TRADES CONSTRUCTION STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3760 of 2002)

Before The Honourable Justice Walton, Vice-President

8 July 2002

VARIATION

1. Insert in numerical order in the Arrangement of the award published 15 July 1970, reprinted 1 February 1984 and the reviewed award published 14 June 2002 (334 I.G. 483) the following new clause number and subject matter:

6B. State Wage Case Adjustments

2. Delete Clause 6, Rates of Wages, Tools and Special Allowances and insert in lieu thereof the following:

6. Rates of Wages, Tools and Special Allowances

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of wages per week:

| Classification | Base* Rate per wk \$ | Tool Allowance per wk \$ | Special Allowance per wk \$ | Additional Loading per wk \$ | Tradesmen's Allowance per wk \$ | SWC 2000/ 2001/ 2002 \$ | Total per wk \$ |
|---|-------------------------------|-----------------------------------|--------------------------------------|---------------------------------------|--|-------------------------------------|-----------------------|
| Bricklayer | 366.00 | 14.80 | 12.88 | 59.87 | 16.25 | 46.00 | 515.80 |
| Bridge Carpenter | 366.00 | 20.90 | 12.88 | 59.87 | 16.25 | 46.00 | 521.90 |
| Carpenter and Joiner | 366.00 | 20.90 | 12.88 | 59.87 | 16.25 | 46.00 | 521.90 |
| Painter | 366.00 | 5.20 | 12.88 | 59.87 | 16.25 | 46.00 | 506.20 |
| Signwriter | 375.80 | 5.20 | 12.88 | 59.87 | 16.25 | 46.00 | 516.00 |
| Plaster and Fibrous Plaster Fixer | 366.00 | 17.20 | 12.88 | 59.87 | 16.25 | 46.00 | 518.20 |
| Plumber and Gasfitter | 369.10 | 20.90 | 12.88 | 59.87 | 16.25 | 46.00 | 527.00 |

Please note the base rate includes the now deleted basic wage component of \$121.40.

Provided that the amount shown as additional loading comprehends consideration for over award payments.

- (ii) Without limiting the general meaning, signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.
- (iii) The ordinary hourly rates for employees engaged on leadburning shall be calculated by adding to the hourly rate prescribed for journeymen plumbers an amount of 48 cents per hour.
- (iv) The ordinary hourly rates for employees in the following classifications shall be calculated by adding to the hourly rate prescribed for journeyman plumbers in this clause and subclause (vi) of this clause, the following rates:
- (a) When required to act on a plumbers licence 64 cents
 - (b) When required to act on a gasfitters licence 64 cents
 - (c) When required to act on a drainers licence 54 cents
 - (d) When required to act on a plumbers and gasfitters licence 85 cents
 - (e) When required to act on a plumbers and drainers licence 85 cents

- (f) When required to act on a gasfitters and drainers licence 85 cents
- (g) When required to act on a plumbers gasfitter and drainers licence \$1.18
- (h) When required to act on a Pressure Welding Certificate 37 cents

Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (v) Tradesmen covered by this award when employed on large construction projects being constructed by the Public Transport Commission of NSW shall be paid not less than the amount paid to tradesmen of the same class under the Building Trades (State) Construction Award in respect of wage rate, tool allowance, industry allowance and special allowance. Any disputes between the parties concerning construction work being defined as a large construction project shall be referred to the Industrial Commission of New South Wales for determination.
- (vi) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a certificate of registration shall be paid 49 cents per hour in addition to his ordinary rate of pay.

This allowance shall be paid for all purposes of the Award with the exception of Clause 5 Overtime, in which case it shall be paid at the flat rate and not subject to penalty provisions.

- (vii) The allowances contained in subclause (iv) and (vi) of this Clause are applicable to employees working a 40 hour week. Where employees work an average of 38 hours per week in a four week work cycle, the hourly rate indicated is to be multiplied by 40 and divided by 38 to obtain the appropriate hourly rate.

(Current tool allowances form part of the Government Railways [Building Trades - Construction Staff] - 1994 Expense Related Allowances Award] see Matter No. 5607 of 1996. Operative date 11 November 1996).

- 3. Insert after clause 6, Rates of Wages, Tools and Special Allowances, the following new clause:

6B. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:

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

- 4. Delete clause 7, Charge Hands and insert in lieu thereof the following:

7. Charge Hands

Charge hand tradesmen shall be paid at the rate of the following amounts whilst so employed in addition to rates of wages prescribed by Clause 6, Rates of Wages, Tool and Special Allowances of this Award, for employees of the same classification except in respect of the large construction project allowance.

| | Per week |
|--|----------|
| When in charge of not less than one and not more than nine employees | 64.60 |
| When in charge of ten and not more than fifteen employees | 75.40 |
| When in charge of sixteen or more employees | 86.20 |

- 5. Delete clause 8, Special Rates and insert in lieu thereof the following:

8. Special Rates

In addition to the ordinary rates of wages:

- (i) **High places:** A bridge carpenter when required to work at a height of 7.62 metres from the ground, deck floor or water level shall be paid at the rate of 45 cents per hour extra, and 9 cents per hour extra for every additional 3.048 metres. Height shall be calculated from where it is necessary for the employee to place his hands or tools in order to carry out the work to the ground deck, floor or water level.

For the purpose of this paragraph "deck" or "floor" shall mean a substantial structure which, even though temporary is sufficient to protect an employee from falling any further distance and "water level" shall mean in tidal waters the mean water level.

This paragraph shall not apply to men working on suitable scaffolding erected in accordance with the regulations under the *Construction Safety Act* 1912 and certified by an inspector as conforming to that Act.

- (ii) An employee required to work on the construction of chimneys and air shafts where the construction exceeds 15.24 metres in height, shall be paid for all work above 15.24 metres 43 cents per hour with 11 cents per hour additional for work above each further 15.24 metres.
- (iii) **Tunnels and sewers:** In the case of all employees whose craft award contains a similar provision an employee when engaged in tunnel and sewer work in an underground shaft exceeding 3.048 metres in depth shall be paid such additional minimum rate as is provided for in such craft award.
- (iv) **Secondhand timber:** A bridge carpenter or a carpenter and joiner who, whilst working on secondhand timber has their tools damaged by nails, dumps or other foreign matter in the timber shall be paid an allowance of \$1.73 for each day upon which his tools are so damaged: Provided that no allowance shall be payable under this paragraph unless the damage is immediately reported to the Commission's representative on the job in order that he may have an opportunity to properly investigate the matter.
- (v) **Wet places:** An employee when working in any place where his clothing or boots become saturated, whether by water, oil or otherwise shall be paid at the rate of 45 cents per hour extra: provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear; provided further that any employee who becomes entitled to this extra rate shall continue to be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.
- (vi) **Chokages:** A plumber who is employed upon any chokage or oil chokage (other than domestic) and is required to open up any soil pipe, waste pipe or drain conveying offensive material, or scupper containing sewage shall be paid an additional \$4.67 per day or part of a day thereof.
- (vii) **Swing scaffold:** A payment of \$3.22 for the first four hours or any portion thereof and 66 cents for each hour thereafter on any day shall be made to any person employed:
- (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosuns chair etc.
- (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- And further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.
- (viii) **Insulation:** Employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be offended by the use thereof, 49 cents per hour or part thereof.

- (ix) Hotwork: An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius 40 cents per hour or part thereof, exceeding 54 degrees Celsius - 56 cents per hour or part thereof.

Where such work continues for more than two hours the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this sub-clause.

- (x) An employee who works in a place the dimensions or nature of which necessitates working in a cramped position or without sufficient ventilation shall be paid 56 cents per hour extra.
- (xi) Roof repairs: Employees engaged on repairs to roofs shall be paid 56 cents per hour.
- (xii) An employee who is an authorised operator of explosive power tools shall be paid \$1.05 for each day on which he uses such a tool.
- (xiii) An employee working on any structure at a height of more than 9.144 metres where an adequate fixed support not less than .762 metres wide is not provided shall be paid 45 cents per hour in addition to ordinary rates. This sub-clause shall not apply to an employee working on a bosuns chair or swinging stage.
- (xiv) A painter engaged on all spray application carried out in other than a properly constructed booth, approved by the Department of Industrial Relations shall be paid 45 cents per hour extra.
- (xv) Computing quantities: Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$3.22 per day or part thereof, provided that, this allowance shall not apply to an employee classified as a leading hand and receiving allowance prescribed in Clause 7, Leading Hands of this award.
- (xvi) Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid man he shall be paid an additional rate of \$1.93 per day.
- (xvii) Applying obnoxious substances:
- (a) An employee engaged in either the preparation and/or application of epoxy based materials or materials of a like nature shall be paid 56 cents per hour extra.
 - (b) In addition employees applying such material in buildings which are normally air-conditioned shall be paid 35 cents per hour extra for any time worked when the air conditioning plant is not operating.
 - (c) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition, protective clothing shall be supplied where recommended by the Health Commission of New South Wales.
 - (d) Employees working in close proximity to employees so engaged shall be paid 45 cents per hour extra.
 - (e) For the purpose of this clause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xviii) Marking-setting-out: A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid an additional margin of \$16.93 per week.
- (xix) Cleaning down brickwork: A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid 40 cents per hour extra. Whilst so employed employees will be supplied with gloves.

(xx) Bricklayers laying other than standard bricks: Bricklayers employed laying block (other than concrete blocks for plugging purposes) shall be paid the following additional rates:

Where the blocks with over 5.5 kg and under 9 kg - 45 cents per hour.

Where the blocks with 9kg or over up to 18 kg - 79 cents per hour.

Where the blocks weigh over 18 kg - \$1.13 per hour.

An employee shall not be required to lift a building block in excess of 20kg unless such employee is provided with a mechanical aid or with an assisting employee; provided that, an employee shall not be required to manually lift any building block in excess of 20kg in weight to a height of more than 1.2 metres above the working platform.

(xxi) Asbestos: Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (ie combination overalls and breathing equipment or similar apparatus) such employees shall be paid 56 cents per hour extra while so engaged.

(xxii) Bagging: Employees engaged upon bagging brick or concrete structures shall be paid 40 cents per hour.

(xxiii) Rates not cumulative: Where more than one of the above special rates provides payment for disabilities of substantially the same nature then only the highest of such rates shall be payable. The above rates shall not form part of the ordinary rates of wages for the purpose of calculation of overtime.

6. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2002.

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

Printed by the authority of the Industrial Registrar.

(358)

SERIAL C1443

GOVERNMENT RAILWAYS (BUILDING TRADES MAINTENANCE STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3760 of 2002)

Before The Honourable Justice Walton, Vice-President

8 July 2002

VARIATION

1. Delete clauses 5, Rates of Wages, Tool and Special Allowances, 6, Leading Hands and 7, Special Rates, of the award published 15 July 1970, reprinted 15 February 1984 and the reviewed award published 14 June 2002 (334 I.G. 465, as varied, and insert in lieu thereof the following:

5. Rates of Wages, Tool and Special Allowances

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of Wages per week:

| Classification | Base* Rate per wk \$ | Tool Allowance per wk \$ | Special Allowance per wk \$ | Additional loading per wk \$ | Tradesmen's Allowance per wk \$ | SWC 2000/ 2001/ 2002 \$ | Total per wk \$ |
|---|-------------------------------|-----------------------------------|--------------------------------------|---------------------------------------|--|-------------------------------------|-----------------------|
| Bricklayer | 366.00 | 14.80 | 12.88 | 59.87 | 16.25 | 46.00 | 515.80 |
| Bridge Carpenter | 366.00 | 20.90 | 12.88 | 59.87 | 16.25 | 46.00 | 521.90 |
| Carpenter and Joiner | 366.00 | 20.90 | 12.88 | 59.87 | 16.25 | 46.00 | 521.90 |
| Painter | 366.00 | 5.20 | 12.88 | 59.87 | 16.25 | 46.00 | 506.20 |
| Signwriter | 375.80 | 5.20 | 12.88 | 59.87 | 16.25 | 46.00 | 516.00 |
| Plasterer and Fibrous Plaster Fixer | 366.00 | 17.20 | 12.88 | 59.87 | 16.25 | 46.00 | 518.20 |
| Plumber and gasfitter | 369.10 | 20.90 | 12.88 | 59.87 | 16.25 | 48.00 | 527.00 |

*Please note the base rate includes the now deleted basic wage component of \$121.40.

Provided that the amount shown as additional loading comprehends consideration for over award payments.

- (ii) Without limiting the general meaning, signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.
- (iii) The ordinary hourly rates for employees engaged on leadburning shall be calculated by adding to the hourly rate prescribed for journeymen plumbers an amount of 52 cents per hour.
- (iv) The ordinary hourly rates for employees in the following classifications shall be calculated by adding to the hourly rate prescribed for journeyman plumbers in this clause and sub-clause (vi) of this clause, the following rates:

| | | Cents per hour |
|-----|---|-------------------|
| (a) | When required to act on their plumbers licence | 66 |
| (b) | When required to act on their gasfitters licence | 66 |
| (c) | When required to act on their drainers licence | 56 |
| (d) | When required to act on their plumbers and gasfitters licence | 87 |
| (e) | When required to act on their plumbers and drainers licence | 87 |
| (f) | When required to act on their gasfitters and drainers licence | 87 |
| (g) | When required to act on their plumbers gasfitter and drainers licence | 1.21 |
| (h) | When required to act on Pressure Welding Certificate | 38 |

Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (v) A plumber and or gasfitter and/or drainer who is or will be required to be the holder of a certificate of Registration shall be paid 50 cents per hour in addition to their ordinary rate of pay.

This allowance shall be paid for all purposes of the award with the exception of Clause 4, Overtime and Clause 10, Night and/or Shift Work in which case it shall be paid as a flat rate and not subject to penalty provisions.

- (vi) The allowances contained in subclause (iv) and (v) of this clause are applicable to employees working a 40 hour week. Where employees work an average of 38 hours per week in a four week work cycle the hourly rate indicated is to be multiplied by 40 and divided by 38 to obtain an appropriate hourly rate.
- (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

6. Leading Hands

Leading hand tradesmen shall be paid at the rate of the following amounts whilst so employed, in addition to the rates of wages prescribed by Clause 5, Rates of wages, tool and special allowances of this award, for employees of the same classification:

| | \$ per week |
|---|----------------|
| When in charge of not less than three and not more than ten employees | 22.30 |
| When in charge of more than ten and not more than twenty employees | 33.30 |
| When in charge of more than twenty employees | 42.30 |

7. Special Rates

In addition to the ordinary rates of wages.

- (i) Tunnels: An employee when working in a tunnel 402.34 metres or over in length or in the Eveleigh Engine dive shall be paid at the rate of 36 cents per hour extra.
- (ii) Wet places: An employee when working in any place where his clothing or boots become saturated whether by water, oil or otherwise shall be paid at the rate of 46 cents per hour extra; provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear; provided further that any employee who becomes entitled to this extra rate shall continue to be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.
- (iii) Chokages: A plumber who is employed upon any chokage or oil chokage (other than domestic and is required to open up any soil pipe, waste pipe or drain pipe conveying offensive material or scupper containing sewage shall be paid an additional \$4.80 per day or part of a day thereof.
- (iv) Boilers, flues, etc: An employee when engaged in alteration of repairs to boilers, flues, furnaces, retorts and kilns shall be paid at the rate of \$1.37 per hour extra.
- (v) Swinging scaffold - a payment of \$3.31 for the first four hours or any portion thereof and 68 cents for each hour thereafter on any day shall be made to any person employed:
 - (a) On any type of swing scaffold or any scaffold suspended by rope of cable, bosuns chair etc.,
 - (b) On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

And further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

(vi) An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be offended by the use thereof, 58 cents per hour or part thereof.

(vii) Hotwork: An employee who works in a place where the temperature has been artificially raised to between 46 degrees and 54 degrees Celsius shall be paid 46 cents per hour or part thereof exceeding 54 degrees Celsius - 58 cents per hour or part thereof.

Where such work continues for more than two hours the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this sub-clause.

(viii) An employee who works in a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation shall be paid 58cents per hour extra.

(ix) Roof Repairs: Employees engaged on repairs to roofs shall be paid 58 cents per hour.

(x) An employee who is an authorised operator of explosive power tools shall be paid \$1.08 for each day on which he uses such a tool.

(xi) An employee working on any structure at a height of more than 9.144 metres where an adequate fixed support not less than .762 metres wide is not provided shall be paid 46 cents per hour in addition to ordinary rates. This subclause shall not apply to an employee working on a bosuns chair or swinging stage.

(xii) An employee being the holder of a Department of Industrial Relations oxyacetylene or electric welding certificate or equivalent qualifications recognised by the Employer when required by the Employer to act on either of his certificates or equivalent qualifications during the course of his employment shall be entitled to be paid for every hour of his employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum of 40 cents per hour for each certificate in addition to the rates for journeyman plumbers.

(xiii) A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Industrial Relations shall be paid 46 cents per hour extra.

(xiv) Computing quantities- Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$3.31 per day or part thereof, provided that, this allowance shall not apply to an employee classified as a leading hand and receiving allowance prescribed in clause 6, Leading Hands, of this award.

(xv) Applying obnoxious substances:

(a) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid 57 cents per hour extra.

(b) In addition employees applying such material in buildings which are normally air-conditioned shall be paid 36 cents per hour extra for any time worked when the air-conditioning plant is not operated.

(c) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the WorkCover Authority of New South Wales.

- (d) Employees working in close proximity to employees so engaged shall be paid 46 cents per hour extra.
- (e) For the purpose of this clause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xvii) Cleaning down brickwork: A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid 41 cents per hour extra. While so employed employees will be supplied with gloves.
- (xviii) Bricklayers laying other than standard bricks - bricklayers employed laying blocks (other than concrete blocks for plugging purposes shall be paid the following additional rates:
- Where the blocks weigh over 5.5 kg and under 9 kg: 46 cents
- Where the blocks weigh 9 kg or over up to 18 kg: 81 cents
- Where the blocks weigh over 18 kg: \$1.16
- An employee shall not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that, an employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.
- (xix) Plumbers engaged on electric welding applicable to plumbing other than those covered by subclause (xii) of this clause shall be paid 14 cents per hour extra for the time so worked.
- (xx) Asbestos: Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (ie combination overalls and breathing equipment or similar apparatus) such employees shall be paid 58 cents per hour whilst so engaged.
- (xxi) Bagging: Employees engaged upon bagging brick or concrete structures shall be paid 41 cents per hour.
- (xxii) Secondhand timber: A carpenter and joiner who, whilst working on second hand timber has his tools damaged by nails, dumps or other foreign matter in the timber shall be paid an allowance of \$1.78 for each day upon which his tools are so damaged. Provided that no allowance shall be payable under this paragraph unless the damage is immediately reported to the commission's representative on the job in order that he may have an opportunity to properly investigate the matter.
- (xxiii) Marking setting out- A building tradesman mainly employed marking and/or setting out work for other employees shall be paid an additional margin of \$17.44 per week.
- (xxiv) Rates not cumulative: Where more than one of the above special rates provide payments for disabilities of substantially the same nature then only the highest of such rates shall be payable.

The above rates shall not form part of the ordinary rates of wages for the purpose of calculation of overtime.

2. This variation shall take effect from the beginning of the first pay period to commence on or after 10th July 2001.

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

Printed by the authority of the Industrial Registrar.

(301)

SERIAL C1433

ENGINE DRIVERS GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3760 of 2002)

Before The Honourable Justice Walton, Vice-President

8 July 2002

VARIATION

1. Delete subclause 5.4 of clause 5, Rates of Pay, of the award published 15 January 1960, reprinted 29 October 1980, reprinted 11 January 1984, further reprinted 10 January 1992 and the reviewed award published 2 November 2001 (329 I.G 164), as varied, and insert in lieu thereof the following:

5.4 The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:

(i) any equivalent overaward payments; and/or

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

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

| Wage Group | Former Award Wage Per week \$ | SWC 2002 \$ | Total Award Wage Per week \$ |
|-----------------|-------------------------------------|-------------------|------------------------------------|
| Level 13 - A | 413.40 | 18.00 | 431.40 |
| B | 416.60 | 18.00 | 434.60 |
| Level 12 - D | 421.10 | 18.00 | 439.10 |
| C | 428.00 | 18.00 | 446.00 |
| B | 431.20 | 18.00 | 449.20 |
| A | 434.20 | 18.00 | 452.20 |
| Level 11 - C | 439.00 | 18.00 | 457.00 |
| B | 445.60 | 18.00 | 463.60 |
| A | 449.00 | 18.00 | 467.00 |
| A(ii) | 457.70 | 18.00 | 475.70 |
| Level 10 - C | 464.60 | 18.00 | 482.60 |
| B | 467.90 | 18.00 | 485.90 |
| A | 479.00 | 18.00 | 497.00 |

| | | | |
|----------------|--------|-------|--------|
| Level 9 - C | 484.60 | 18.00 | 502.60 |
| B | 492.80 | 18.00 | 510.80 |
| A | 496.90 | 18.00 | 514.90 |
| Level 8 | 509.40 | 18.00 | 527.40 |
| Level 7 | 518.20 | 18.00 | 536.20 |

Table 2 - Other Rates and Allowances

| Item No. | Clause No. | Brief Description | Old Amount \$ | New Amount SWC 2002 \$ |
|----------|------------|--|-------------------------------------|-------------------------------------|
| 1 | 5.1(d) | Mobile cranes - 2 or more forklifts/cranes engaged on any lift | 1.91 p/d | 1.98 p/d |
| 2 | 6.1 | Boiler cleaner allowance | 1.04 p/h | 1.08 p/h |
| 3 | 5.2 | Special work | 0.12 p/h | 0.12 p/h |
| 4 | 5.3(a) | Attending to refrigerator compressors Attending to electric generator or dynamo exceeding 10 kW capacity In charge of plant | 20.89 p/w 20.89 p/w 20.89 p/w | 21.62 p/w 21.62 p/w 21.62 p/w |
| 5 | 5.3(b) | Attending switchboard (350 kW or over) | 6.47 p/w | 6.70 p/w |
| 6 | 5.3(c) | Ship repairing | 7.91 p/w | 8.19 p/w |
| 7 | 6.2 | Cold Places | 0.43 p/h | 0.45 p/h |

| | | | | |
|----|---------|-----------------------------|--|-----------|
| 8 | 6.3 | Wet Places Allowance | 0.43 p/h | 0.45 p/h |
| 9 | 6.5 | Construction Allowance | 24.40 p/w | 25.25 p/w |
| 10 | 6.6 | Quarries Pty Ltd Allowance | 0.43 p/h | 0.45 p/h |
| 11 | 6.4 | Dirty Work Allowance | 0.43 p/h | 0.45 p/h |
| 12 | 15.2 | Stop-Start Engine Allowance | 25.00 p/w | 25.90 p/w |
| 13 | 23.3(a) | Overtime Meal Allowance | Effective 13/9/01 9.30 per occasion | |

3. This variation shall take effect from the beginning of the first pay period to commence on or after 25 February 2003.

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

Printed by the authority of the Industrial Registrar.

(534)

SERIAL C1431

PLANT, &c., OPERATORS ON CONSTRUCTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3760 of 2002)

Before The Honourable Justice Walton, Vice-President

8 July 2002

VARIATION

1. Delete subclause (ii) of clause 5, Wage Rates, of the award published 18 December 1974, reprinted 4 May 1990, further reprinted 10 December 1993 and the reviewed award published 16 November 2001 (329 I.G. 625), as varied, and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include adjustments payable under the State Wage 2002. These adjustments may be offset against:
 - (a) any equivalent overaward payment; and/or

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

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

| Item | Clause | Brief Description | Base Rate Per Week | Safety Net Adjust. Per Week | Total Amount Per Week |
|---|---------|--|--------------------|-----------------------------|-----------------------|
| Building and Construction Worker (Operators) | | | | | |
| 1 | 5(i)(c) | Group A, base weekly rate | 392.80 | 106.00 | 498.80 |
| 2 | 5(i)(c) | Group B, base weekly rate | 410.60 | 106.00 | 516.60 |
| 3 | 5(i)(c) | Group C, base weekly rate | 426.50 | 108.00 | 534.50 |
| 4 | 5(i)(c) | Group D, base weekly rate | 433.90 | 108.00 | 541.90 |
| 5 | 5(i)(c) | Group E, base weekly rate | 442.60 | 108.00 | 550.60 |
| 6 | 5(i)(c) | Group F, base weekly rate | 448.00 | 108.00 | 556.00 |
| 7 | 5(i)(c) | Group G, base weekly rate | 457.20 | 108.00 | 565.20 |
| 8 | 5(i)(c) | Group H, base weekly rate | 469.60 | 106.00 | 575.60 |
| 9 | 5(i)(b) | Floating/Mobile/other cranes for every 5 tonnes in excess of 20 tonnes | | | \$1.73 |

Table 2 - Other Rates and Allowances

| Item | Clause | Brief Description | Amount |
|------|-----------|---|------------------|
| 1 | 5(iii) | Operator in charge of plant | \$12.37 per week |
| 2 | 5(iv)(a) | Industry allowance | \$19.80 per week |
| 3 | 5(iv)(b) | Employees working on civil and/or mechanical engineering projects | \$19.10 per week |
| 4 | 5(iv)(c) | Employees engaged in waste disposal depots | \$0.92 per hour |
| 5 | 5(viii) | Leading hands- | |
| | | In charge of more than 2 and up to 5 Employees | \$17.40 per week |
| | | In charge of more than 5 and up to 10 Employees | \$24.60 per week |
| | | In charge of more than 10 employees | \$31.40 per week |
| 6 | 5(ix) | Special Allowance - Employees within A.I. & S, Port Kembla | \$0.70 per hour |
| 7 | 5(x) | Employees involved in road construction work in the Illawarra region near coal wash | \$0.45 per hour |
| 8 | 14(ii) | Meal Allowance | \$9.30 |
| | | each subsequent meal | \$7.55 |
| 10 | 31(i)(a) | Excess Fares Per Day | \$13.30 |
| | | Small Fares Per Day | \$5.10 |
| | 31(i)(b) | Travel Pattern Loading Per Week | \$7.25 |
| 11 | 31(iv)(a) | Travel in excess of 40 kilometres from the | |

| | | | |
|----|--------------------|---|----------------------|
| | | depot - | |
| | | payment per kilometre | \$0.73 |
| | | Minimum Payment | \$13.30 |
| | 31(iv)(b) | Use of Own Vehicle | \$0.73 |
| | 31(iv)(c) | Road Escort - Own Vehicle | \$0.73 |
| | 31(iv)(d) | Transfer - One job to another Own Vehicle | \$0.73 |
| 12 | 31(v) | Carrying of Fuels of Oils and/or grease | \$7.46 |
| 13 | 33(iii)(a) | Country Work Allowance - Unbroken Week | \$308.50 |
| | 33(iii)(b) | -Broken Week | \$44.10 |
| 14 | 33(iii)(c)(i) | Travel Allowance - Weekend Return | \$27.10 per occasion |
| 15 | 33(v) | Meal Allowance whilst travelling | \$9.30 |
| 16 | 34(xv)(a) | Camping Area - Weekend return | \$27.10 |
| 17 | 35(ii) | Caravan Allowance - Unbroken Week | \$144.00 |
| | | Broken Week | \$20.60 |
| 18 | 38(x)(c)(1)(v) (A) | First Aid Allowance | \$1.90 |
| 19 | 38(x)(c)(1)(v) (B) | First Aid Allowance | \$2.98 |

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2002.

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

Printed by the authority of the Industrial Registrar.

(084)

SERIAL C1432

BUILDING CRANE DRIVERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3760 of 2002)

Before The Honourable Justice Walton, Vice-President

8 July 2002

VARIATION

1. Delete subclause (ii) of clause 4, Rates of Pay, of the award published 13 July 1977, reprinted 11 April 1984 and the reviewed award published 26 October 2001 (328 I.G. 1275), as varied, and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the State Wage Case - May 2002 adjustment as set out in Table 1 - Wages, of Part B, Monetary Rates, payable under the State Wage Case - May 2002 decision. This adjustment may be offset against:
 - (A) any equivalent overaward payments, and/or

- (B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

| Classification | Base Rate Per Week \$ | Safety Net Adjustment Per Week \$ | Total Margin Per Week \$ |
|--------------------|-----------------------------|--|--------------------------------|
| Lofty Crane Driver | 495.20 | 106.00 | 601.20 |

Table 2 - Other Rates and Allowances

| Item No. | Clause No. | Brief Description | Amount \$ |
|----------|---------------|--|---|
| 1 | 8(iii) | Overtime meal allowance | 9.30 per week |
| 2 | 8(iii)(a) | Meal interval | 9.30 per meal |
| 3 | 10A(i) | Travel Allowance | 12.40 per day |
| 4 | 10A(ii) | Travel within 50 km from depot | 12.40 per day |
| 5 | 10D(i)(b) | Travelling outside radial areas | 0.37 cents per km |
| 6 | 10I(ii) | Transfer of work sites | 0.69 cents per km |
| 7 | 10M | Travelling time allowance | 8.55 per week |
| 8 | 11(iii)(b) | Living away from home weekly rate | 308.50 per week |
| 9 | 11(iii)(b) | Living away from home daily rate | 44.10 per day |
| 10 | 11(v)(c)(iii) | Meals while travelling | 9.30 p/meal |
| 11 | 11(vi) | Return journey | 16.10 |
| 12 | 11(xi)(b) | Weekly camping rate | 127.80 per week |
| 13 | 11(xi)(b) | Daily camping rate | 18.40 per day |
| 14 | 12A | Industry Allowance | 19.80 per week |
| 15 | 12B | Multi Storey Allowance - From 4th floor level to 10th floor level From 11th floor level to 15th floor level From 16th floor level to 20th floor level From 21st floor level to 25th floor level From 26th floor level to 30th floor level From 31st floor level to 40th floor level From 41st floor level to 50th floor level From 51st floor level to 60th floor level From 61st floor level onwards | 0.40 per hour extra 0.45 per hour extra 0.52 per hour extra 0.67 per hour extra 0.80 per hour extra 0.85 per hour extra 0.98 per hour extra 1.12 per hour extra 1.19 per hour extra |
| 16 | 12C | Towers Allowance Up to 15 metres For every additional 15 metres | 0.45 per hour 0.45 per hour |
| 17 | 12D(ii) | Dirty work | 0.45 per hour extra |

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2002.

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

Printed by the authority of the Industrial Registrar.

(819)

SERIAL C1434

FURNITURE AND FURNISHING TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3760 of 2002)

Before The Honourable Justice Walton, Vice-President

8 July 2002

VARIATION

- Delete subclause 19.2, of clause 19, Weekly Wage Rates, of Part 5 - Wages and Related Matters, of the award published 16 August 1991 and the reviewed award published 22 December 2000 (321 I.G. 211), as varied, and insert in lieu thereof the following:

19.2 Rates of Pay -

| Classification | Base Rate Per Week \$ | State Wage Case 2000/2001/2002 \$ | Total Rate Per Week \$ |
|----------------------|-----------------------------|---|------------------------------|
| Production Employees | | | |
| Level 1 | 385.40 | 46.00 | 431.40 |
| Level 2 | 402.10 | 46.00 | 448.10 |

| | | | |
|------------------------|--------|-------|--------|
| Level 3 | 424.60 | 46.00 | 470.60 |
| Level 4 | 445.50 | 46.00 | 491.50 |
| Furniture Tradesperson | | | |
| Level 1 | 477.20 | 48.00 | 525.20 |
| Level 2 | 498.10 | 48.00 | 546.10 |
| Level 3 | 537.80 | 48.00 | 585.80 |

2. Delete the last paragraph "Arbitrated safety net adjustments" of subclause 19.3, of the said clause 19, and insert in lieu thereof the following:

Arbitrated safety net adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
 - (b) a award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
3. Delete the reference rate appearing in subclause 19.4, Weekly Rates for Apprentices, and insert in lieu thereof the following:

19.4 Weekly Rates for Apprentices - The reference rate applying to this table is \$475.60.

4. Delete subclause 24.2 and paragraph 24.3.1 of subclause 24.3 of clause 24, Allowances, and insert in lieu thereof the following:

24.2 Collection of Cash - Where a worker is required by the employer to collect cash in the course of normal duties an additional allowance of \$2.95 per week shall be paid.

24.3.1 Where a worker is required by the employer to perform work which the employer and the worker agree is of a usually dirty or offensive nature, an additional allowance of 31 cents per our shall be paid whilst so employed.

5. Delete subclauses 24.4, 24.5 and paragraph 24.6.1 and insert in lieu thereof the following:

24.4 Foreperson - Where a worker is appointed as a foreperson, an additional allowance of \$34.90 per week shall be paid.

24.5 First-aid Duties - Where an employer requires a worker to perform first-aid duties, an additional allowance of \$9.20 per week shall be paid.

24.6.1 Where a worker is required to install furniture, fittings or fixtures, carry out on site polishing, work at a customers premises or carry out any other work or duty away from the employers establishment, an additional installation allowance of \$18.90 be paid per week.

6. Delete subclause 24.7 and subclauses 24.10 and 24.11 and insert in lieu thereof the following:

24.7 Leading Hand -

24.7.1 Where a worker is appointed as a leading hand responsible for two to six workers, an additional allowance of \$13.00 shall be paid per week.

24.7.2 Where a worker is appointed as a leading hand responsible for 7 or more workers, an additional allowance of \$23.80 shall be paid per week.

24.10 Ship Building Allowance - Where a worker is working on shipping and/or ship building, an additional allowance of 33 cents shall be paid per hour.

24.11 State Government Workers - Where a worker is employed by a State Government instrumentality, an additional allowance of \$5.20 shall be paid per week.

7. This variation shall take effect from the beginning of the first pay period to commence on or after 29 November 2002.

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

Printed by the authority of the Industrial Registrar.

(5023)

SERIAL C1587

TRANSPORT INDUSTRY - REDUNDANCY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by TNT Australia Pty Ltd.

(No. IRC 3684 of 2002)

Before The Honourable Mr Justice Peterson

30 August 2002

VARIATION

1. Insert after subclause (iii) of clause 7, Severance Pay, of the award published 8 September 2000 (318 I.G. 458), the following new subclause (iv):

- (iv) "TNT Australia Pty Ltd is exempted from any obligation to make severance payments under clause 7, Severance Pay, of this award as a result of the de-merger of the TNT Logistics business (including TNT Automotive Logistics)."

This exemption applies in respect of any employee of TNT Australia Pty Ltd who is offered employment with TNT Logistics (Australia) Pty Ltd as a result of the de-merger, provided that in respect of any particular employee, the employee's entitlements upon commencement with TNT Logistics (Australia) Pty Ltd are unchanged and TNT Logistics (Australia) Pty Ltd recognises the employee's period of service with TNT Australia Pty Ltd.

2. This variation shall take effect on and from 30 August 2002.

R. J. PETERSON *J.*

Printed by the authority of the Industrial Registrar.

(1090)

SERIAL C1693

**SCHOOL SUPPORT STAFF (INDEPENDENT SCHOOLS) (STATE)
AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C0854 published 15 February 2002

(331 I.G. 401)

(No. IRC 5352 of 2001)

ERRATUM

1. For the classification "Level 2 - Clerical Officer" appearing in Table 1 - Wage Rates, of Part B, Monetary Rates, substitute the following:

| Level 2 - Clerical Officer | | | | | | | |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 29,383 | 30,264 | Step 1 | 32,308 | 33,277 | 34,608 | 35,646 |
| 2 | 30,239 | 31,146 | | | | | |
| 3 | 31,367 | 32,308 | Step 2 | 33,248 | 34,245 | 35,615 | 36,683 |
| 4 | 32,280 | 33,248 | | | | | |
| 5 | 33,661 | 34,671 | Step 3 | 34,671 | 35,711 | 37,139 | 38,253 |
| 6 | 34,012 | 35,032 | Step 4 | 35,035 | 36,083 | 37,526 | 38,652 |

G. M. GRIMSON, Acting Industrial Registrar.

Printed by the authority of the Industrial Registrar.

(043)

SERIAL C1663

BOWLING CLUBS EMPLOYEES (STATE) AWARD

Erratum to Serial C1440 published 22 November 2002

(337 I.G. 136)

(No. IRC 3844 of 2002)

ERRATUM

1. For the clause number and title "8A, State Wage Case Adjustments," appearing in clause 1 of the variation, substitute the clause number and title "8, Rates of Pay."

G. M. GRIMSON, Acting Industrial Registrar.

Printed by the authority of the Industrial Registrar.

SERIAL C1695

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA02/336 - Gazelle Foods Pty Ltd Enterprise Agreement 2002****Made Between:** Gazelle Foods Pty Limited -&- the National Union of Workers, New South Wales Branch.**New/Variation:** Replaces EA01/97.**Approval and Commencement Date:** Approved 28 October 2002 and commenced 1 April 2002.**Description of Employees:** Applies to persons, whether employees of Gazelle Foods Pty Ltd or not who fall within the coverage of Grocery Products Manufacturers (State) Award and who are engaged in the Company's premises at 25 Smith Street, Hillsdale, NSW, 2036.**Nominal Term:** 31 March 2004.**EA02/337 - Alexander Moir & Co Pty Ltd Distribution Centre Enterprise Agreement 2002****Made Between:** Alexander Moir and Co Pty Limited -&- the National Union of Workers, New South Wales Branch, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.**New/Variation:** Replaces EA 01/162.**Approval and Commencement Date:** Approved 28 October 2002 and commenced 7 May 2002.**Description of Employees:** Applies to employees of Alexander Moir & Co Pty Ltd employed in the warehouse and cutting room at the company's premises in NSW who fall within the coverage of the

Storemen and Packers, General (State) Award.

Nominal Term: 30 June 2004.

EA02/338 - State Rail Authority of New South Wales State Enterprise Agreement 2002

Made Between: State Rail Authority of New South Wales Branch -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The Australian Rail, Tram and Bus Industry Union, New South Wales, The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union.

New/Variation: Replaces EA 98/68

Approval and Commencement Date: Approved and commenced 25 October 2002.

Description of Employees: Applies to any person employed by The State Rail Authority of New South Wales who falls within the coverage of the Government Railways (Building Trades - Maintenance Staff) Award.

Nominal Term: 31 March 2004.

EA02/339 - Private Award Non-Nursing Staff Enterprise Agreement, HDHS & SVPH, 2002

Made Between: Catholic Health Care Limited -&- The Health and Research Employees' Association of New South Wales.

New/Variation: Replaces EA 99/198

Approval and Commencement Date: Approved 8 November 2002 and commenced 3 October 2002.

Description of Employees: Applies to employees of Catholic Health Care Limited, employed at Hawkesbury District Health Services and St. Vincent's Private Hospital, Bathurst, who fall within the coverage of the Private Hospital Employees (State) Award.

Nominal Term: 31 August 2004.

EA02/340 - The Austral - Bowral Bricks Enterprise Agreement 2002

Made Between: Austral Brick Company Pty Limited -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch.

New/Variation: Replaces EA 00/123

Approval and Commencement Date: Approved 10 October 2002 and commenced 25 July 2002.

Description of Employees: Applies to employees engaged in the production of clay bricks and pavers, as well as, the associated mechanical maintenance tasks at the Bowral Plant, who fall within the coverage of the Brick and Paver Industry (State) Award.

Nominal Term: 4 April 2005.

EA02/341 - Ultrafloor Pty Ltd Enterprise Agreement 2002

Made Between: Ultrafloor Pty Ltd -&- The Australian Workers' Union, New South Wales.

New/Variation: Replaces EA 99/294

Approval and Commencement Date: Approved 24 September 2002 and commenced 27 August 2002.

Description of Employees: Applies to employees of Ultrafloor Pty Ltd at 6 Kyle Street Rutherford, NSW, 2320, who fall within the coverage of the Concrete Pipe and Concrete Products Factories Consolidated (State) Award.

Nominal Term: 30 June 2005.

EA02/342 - Metalcorp Recyclers Hexham/Lisarow Enterprise Agreement 2002

Made Between: Metalcorp Recyclers Pty Limited -&- The Australian Workers' Union, New South Wales, Transport Workers' Union of Australia, New South Wales Branch.

New/Variation: Replaces EA 01/79

Approval and Commencement Date: Approved 27 September 2002 and commenced 10 September 2002.

Description of Employees: Applies to employees of Metalcorp Pty Limited at Sparke Street, Hexham, and Pacific Highway, Lisarow, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 4 May 2004.

EA02/343 - Boral Country Concrete & Quarries Transport Industry Drivers Agreement 2001

Made Between: Boral Construction Materials Group Limited -&- the Transport Workers' Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 8 August 2002 and commenced 10 October 2001.

Description of Employees: Applies to employees employed by Boral Construction Materials Group Limited who fall within the coverage of Boral Resources (Country) Pty Ltd Transport Industry (State) Award at sites operated by Boral Resources (Country) Pty Limited within New South Wales.

Nominal Term: 10 October 2003.

EA02/344 - Sandvik Mayfield Enterprise Agreement 2002

Made Between: Sandvik Australia -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales.

New/Variation: Replaces EA 01/78

Approval and Commencement Date: Approved 24 September 2002 and commenced 1 April 2002.

Description of Employees: Applies to employees of Sandvik Australia Pty Limited, who fall within the coverage of the Sandvik Mayfield (State) Award.

Nominal Term: 31 March 2005.

EA02/345 - Barclay Mowlem (Rail NSW) and Australian Workers Union Enterprise Agreement 2000-2004

Made Between: Barclay Mowlem Construction Limited -&- The Australian Workers' Union, New South Wales.

New/Variation: Replaces EA 01/159

Approval and Commencement Date: Approved 18 November 2002 and commenced 1 July 2002.

Description of Employees: Applies to employees of Barclay Mowlem Construction Limited Rail Group in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Nominal Term: 1 July 2004.

EA02/346 - Manning Support Services Inc. Enterprise Agreement 2002

Made Between: Manning Support Services Inc. -&- Donna Bennett, Steve Muscardin.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 23 September 2002.

Description of Employees: Applies to permanent employees of Manning Support Services Inc. who fall within the coverage of the Clerical and Administrative Employees (State) Award and Building Employees - Mixed Enterprises Award.

Nominal Term: 23 September 2003.

EA02/347 - The Manning Support Services Inc Remuneration Packaging Agreement 2002

Made Between: Manning Support Services Inc. -&- Barbara Beattie, Donna Bennett, Annabel Cox, Julie Garlick, Valentin Walter Hoerzer, Nicole Jackson-Ryan, Mary McCarthy, Melissa McMurray, Josephine Montgomery - Smith, Steve Muscardin, Mary Pilgrim, Peter Quinn, Karen Rudge, Patricia Ryan, Mavis Tersteeg, Lynnette Wall, Noelene Whatman, Dianne Young.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 23 September 2002.

Description of Employees: Applies to full-time and part-time employees of Manning Support Services Inc. who fall within the coverage of the Social and Community Services Employees (State) Award, Clerical and Administrative Employees (State) Award and the Building Employees - Mixed Enterprises (State) Award.

Nominal Term: 23 September 2003.

EA02/348 - Training Resource Officers (Lady Gowrie Child Centre) Enterprise Agreement 2002

Made Between: Lady Gowrie Child Centre -&- the New South Wales Independent Education Union.

New/Variation: Replaces EA 00/307

Approval and Commencement Date: Approved and commenced 6 November 2002.

Description of Employees: Applies to Training Resource Officers employed at Lady Gowrie Child Centre who fall within the coverage of the Social and Community Services Employees (State) Award .

Nominal Term: 31 December 2004.

Printed by the authority of the Industrial Registrar.

SERIAL C1697

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)**CA02/19 - Coca-Cola Amatil (Aust) Pty Ltd Contract Agreement 2002**

Made Between: Coca-Cola Amatil(Aust) Pty Limited -&- the Transport Workers' Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 15 October 2002.

Description of Employees: Applies to Contract Carriers engaged by Coca-Cola (Aust) Pty Ltd, currently situated at Dubbo who fall within the coverage of Transport Industry - General Carriers Contract Determination.

Nominal Term: 15 October 2005.

CA02/20 - Visy Board Industrial Packaging Contract Carrier Agreement

Made Between: Visy Board Pty Ltd -&- the Transport Workers' Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 19 September 2002 and commenced 1 April 2002.

Description of Employees: Applies to contactors engaged by Visy Board Pty Ltd at the company's Smithfield operations, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

Nominal Term: 31 March 2003.

Printed by the authority of the Industrial Registrar.