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BORAL PROSPECT QUARRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of award pursuant to section 19 of the *Industrial Relations Act* 1996.

(No. IRC 889 of 2001)

Before Commissioner Patterson

9 July 2001

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PART 1

PRELIMINARY

1.2 Purpose

This award is designed to cater for the needs of the Prospect quarry and its workforce. It provides consistent and fair conditions of employment.

The quarry is in the process of substantial structural change. The estate upon which the quarry is situated is undergoing a complete redevelopment leading to the anticipated close of the quarry some time between 2005 and 2010.

The parties to this award are committed to using this award as the base from which ongoing discussions will be held about the closure of the quarry and how best Boral can reasonably assist employees and in turn they assist in preparing for that closure and redevelopment.

1.3 Anti-Discrimination

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

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

NOTES:

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

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

1.4 Award Display

A copy of this award shall be exhibited and kept exhibited in the quarry so as to be legible by the employees.

1.5 Definitions

- (1) "Quarry" means the Prospect quarry operated by Boral Resources (NSW) Pty Limited.
- (2) "Accredited competency-based training" means competency-based training contextualised to the quarry.
- (3) "Operator in charge of plant" - an employee shall be deemed to be in charge of an item of plant where:
 - (a) Two or more operators are employed on a unit of plant at the same time and the employee is the operator specifically entrusted with the supervision and responsibility.
 - (b)
 - (i) An operator is instructed by the supervisor of the work that their duties are to include repairs to their unit of plant in addition to the work of operating the plant but not when they merely assist a fitter or engineer to do such work.
 - (ii) Where it is sought to introduce this provision, the site consultative committee shall be consulted prior to any implementation.
- (4) "Boral" shall mean Boral Construction Materials Group Limited.

- (5) "Driver Class 1, 2, 3" means a driver so defined in the *Traffic Act* 1909 and Regulations.
- (6) "Leading Hand" means an employee who is required to supervise or direct or be in charge of other employees. There is no requirement to appoint leading hands merely because groups of employees work together. Leading hand is an appointment at the absolute discretion of management.
- (7) "Confined space" means a compartment or space (access to which is through a manhole or similar opening) or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation.
- (8) "External auditor" means a reputable and qualified auditor who is not an employee of Boral or a company related to Boral within the meaning of the Corporations Law.
- (9) "Ordinary time weekly rate of pay" means the weekly rate of pay you receive for working ordinary hours of work ascertained from the parent award inclusive of any all purpose allowances.
- (10) "Salaried employees" means any employee (who has actually worked as a salaried employee within the Metropolitan Division for the majority of the preceding 12 months) who does not have their terms of employment covered by an award and is not remunerated on a 'total cost' basis.
- (11) "Metropolitan division" means the operations of Boral comprising the Emu Plains, Prospect, Peat's Ridge and Dunmore quarries and any other quarry or similar site operated by Boral from time to time and the Drill and Blast Team.
- (12) "Percentage salary increase" means the percentage before being adjusted to take into account a salaried employee's 'compa ratio' (and excluding any regrading variations).
- (13) "An award" means an award of the Australian Industrial Relations Commission or the Industrial Relations Commission of New South Wales.
- (14) "Gross earnings" means the total amount earned exclusive of any expense related allowances.
- (15) "General wage increase" means any increase granted by the Industrial Relations Commission of New South Wales in accordance with section 50 or 51 of the Act.
- (16) "Act" means the *Industrial Relations Act* 1996.
- (17) "Federal Act" means the *Workplace Relations Act* 1996.
- (18) "Assessor" is an employee appointed as such by Boral in its complete discretion after having obtained the competencies relevant to the role - NMITAB units 7 workplace trainer and 8 workplace assessor.

PART 2

CONTRACT OF EMPLOYMENT, ETC.

2.1 Contract of Employment

- (1) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (2) All new employees shall be on probation for the first three months of engagement. There shall be appropriate procedures for the proper induction of new employees (including Occupational Health and Safety matters, a description of the classification the employee will be employed in when commencing work and an outline of work practices and methods in the quarry, etc).
- (3) Termination of employment of weekly employees

Employment shall be terminated:

- (a) by an employee with one week's notice or by forfeiture of a week's wages; or
- (b) by Boral in accordance with the Federal Act.

Notation:

The Federal Act provides for the following periods of notice:

Serious Misconduct	Immediate
Not more than 1 year	1 week
More than 1 but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

If the employee is over 45 years of age and has two or more continuous years of service, add one week for all notice except for serious misconduct.

(4) Part-time Employment

- (a) An employee may be engaged by the week to work on a part-time basis for a constant number of hours which, having regard to the various ways of arranging ordinary hours, shall average less than 38 but not less than 16 hours per week.
- (b) An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by clause 3.2, Payment of Wages, for the classification in which the employee is engaged.
- (c) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, public holidays and sick leave arising under this award on a proportionate basis.
- (d) No existing employee engaged full-time shall be forced to reduce to part-time employment because of this provision.
- (e) Employees under this clause shall not commence work prior to their fixed starting time unless such time is paid at overtime rates.
- (f) The number of part-time employees shall not exceed 20% of employees at the quarry unless agreed to by the majority of employees at the quarry.
- (g) Prior to the introduction of any part-time employment, Boral should consult with the employees at the quarry by utilising the site consultative mechanism and procedures established in accordance with clause 2.2, Consultation.

(5) Casual Employment

- (a) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed by this award for the work that they perform, plus 15%.
- (b) If, after having been engaged by Boral at the quarry for a period of 12 months, a casual employee requests to be made permanent, Boral shall make the employee a permanent employee.
- (c) To avoid any doubt the following clauses do not apply to casual employees: 2.1(1), (2), (3) and (4), 2.5, 2.7, 4.6(1), (2) and (3), 5.2, 5.4, 5.5, 5.7, 5.8 and 7.1 (2).
- (d) A casual employee may have their employment terminated upon one hour's notice.

(6) Late Comers

Notwithstanding anything elsewhere contained in this award, Boral shall utilise for timekeeping purposes the decimal proportion 0.1 of an hour and shall apply such proportion in the calculation of the working time of the employees. When an employee, without reasonable cause promptly communicated to Boral, reports for duty after their appointed starting time or ceases duty before their appointed finishing times, Boral may pay the employee only for the time so worked. If Boral adopts a proportion for the aforesaid purposes, they shall apply the same proportion for the calculation of overtime.

2.2 Consultation

- (1) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the quarry and to enhance the career opportunities and job security for the employees.
- (2) The quarry operates a consultative mechanism and procedure suitable to its size and structure (which the relevant unions endorse and participate in as required) and this will continue.
- (3) For the purpose of this clause, "relevant union" shall mean a union which is a party to this award and has members at the quarry.

2.3 Utilisation of Skills

- (1) Employees shall be employed to carry out such duties as may be directed by Boral from time to time, subject to the limits of their skill and competence.
- (2) Any employee may at any time carry out such duties and use such tools and equipment as may be directed by Boral, provided that the employee is competent to do so.

2.4 Training

- (1) The parties to this award recognise that, in order to increase the efficiency, productivity and competitiveness of the quarry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills acquired.
- (2) Unless otherwise agreed with an employee, Boral shall develop a training program with each employee consistent with:
 - (a) the current and future needs of the quarry;
 - (b) the size, structure and nature of the operation of the quarry;
 - (c) the need to develop competencies relevant to the quarry.
- (3)
 - (a) Where it is agreed that additional training in accordance with the program developed pursuant to subclause (2) of this clause should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that, if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay.
 - (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in Boral's technical library) incurred in

connection with the undertaking of training shall be reimbursed by Boral upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis, subject to the presentation of reports of satisfactory progress.

- (c) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Boral.

2.5 Redundancy

(1) Commitment

(a) Preservation of Employment

- (i) Where practicable, and having regard to the needs of the quarry, Boral and their employees will co-operate to preserve existing employment and enhance future employment opportunities generally.
- (ii) This is best achieved when Boral and its employees co-operate to ensure that what can be done is done to produce sustainable improvements in the competitive performance of the quarry.

(b) Selection

When redundancies are to occur, those to be made redundant should be selected by reference to the skills, experience, training and performance of individuals compared to the current and future needs of the business concerned. Having undertaken such an assessment, if it is necessary to make redundant individuals that are comparatively equal in terms of the said assessment, unless some other pressing domestic issue is raised by the individuals concerned, the employee or employees with the shortest period of service should be retrenched first.

(2) Introduction of Change

(a) Boral's Duty to Notify

- (i) Where Boral has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Boral shall notify the employees who may be affected by the proposed changes.
- (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of Boral's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that, where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Boral's Duty to Discuss Change

- (i) Boral shall discuss with the employees affected, inter alia, the introduction of the changes referred to in paragraph (a) of this subclause, the effects the changes are likely to have on employees and the measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.
- (ii) The discussions shall commence as early as practicable after a definite decision has been made by Boral to make the changes referred to in the said paragraph (a) and should utilise

the consultative structure established at the quarry in accordance with clause 2.2, Consultation.

- (iii) For the purposes of such discussion, Boral shall provide in writing to the employees concerned and their union, if any, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and an other matters likely to affect employees; provided that Boral shall not be required to disclose confidential information the disclosure of which would be inimical to Boral's interests.

(3) Redundancy

(a) Discussions Before Terminations

- (i) Where Boral has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, Boral shall hold discussions with the employees directly affected.
- (ii) The discussions shall take place as soon as is practicable after Boral has made a definite decision which will invoke the provisions of subparagraph (i) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned. The discussions should utilise the consultative structure established at the quarry in accordance with clause 2.2, Consultation.
- (iii) For the purposes of the discussion Boral shall, as soon as practicable, provide in writing to the employees concerned and their union, if any, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that Boral shall not be required to disclose confidential information the disclosure of which would be inimical to Boral's interests.

(b) Transfer to Lower Paid Duties

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

(c) Severance Pay

In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in the said subparagraph (i) shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
Less than 1 year's service	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and less than 7 years	16 weeks' pay

and thereafter two weeks' pay per year of service up to a maximum payment of 52 weeks' pay.

"Weeks' pay" means the ordinary-time rate of pay for the employee concerned.

An employee retrenched having attained the age of 45 years shall be paid at the rate of 1.25 weeks for every week of entitlement according to the payments above.

(d) Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph (a) of this subclause may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with Boral until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) Alternative Employment

Boral, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied if Boral obtains acceptable alternative employment for an employee.

(f) Time Off During Notice Period

(i) During the period of notice of termination given by Boral an employee shall be allowed up to one day's time off (six days off without loss of pay during each week of notice for the purpose of seeking other employment).

(ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Boral, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration shall be sufficient.

(g) Statement of Employment

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

(h) Employees With Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on Boral should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

2.6 Avoidance of Workforce Conflict

(1) Subject to the Act, the procedure in subclause (3) of this clause shall apply in the quarry for the avoidance of conflict in and with the workforce.

(2) The objectives of the procedure are to promote the resolution of conflict by measures based on consultation, co-operation and discussion to reduce the level of conflict within and with the workforce and to avoid interruption to the performance of work and the consequential loss of production and wages.

(3)

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

2.7 Counselling

Upon Boral becoming aware that an employee's conduct, performance and/or work performance was/is unsatisfactory, they should:

- (a) undertake an investigation of the matter;
- (b) put the matter to the employee with any relevant supporting information Boral is aware of and allow them to respond;
- (c) consider the employee's response;
- (d) conclude whether or not the employee's conduct behaviour and/or work performance was/is unsatisfactory;
- (e) explain why the conclusion reached has been arrived at; and then
- (f) take appropriate action.

PART 3

CLASSIFICATIONS, WAGES AND ALLOWANCES, ETC.

3.1 Classifications and Wages

- (1) Employees covered by this award shall be classified into one of the grades/levels set out below (and for pay purposes may be classified into a sub-grade/level of a grade/level as agreed):
 - (a) Grade 1 - Trainee

A Grade 1 Trainee is an employee who, upon entering the production work force of the quarry, will undertake up to three months of induction and skills training. That training will include information on the enterprise, conditions of employment, introduction to quarry personnel, training and career opportunities, quarry layout, work and documentation procedures and specific occupational health and safety equipment appreciation and quality control training.

Duties

Indicative of the tasks an employee at this level may perform are the following:

- general labouring;
- cleaning;
- higher grade tasks for training purposes.

Responsibility

An employee at this level will perform routine tasks, using minimal judgement, under direct supervision, to the level of their skill and training.

Qualification

The qualification required for an entry by the employee will be determined by Boral. Basic literacy and numeracy skills will be desirable. Use and understanding of English is also desirable.

Training

In accordance with clause 2.4, Training, an employee at this level will be provided with a period of up to three months of structured induction and skills training in order to competently perform the duties of a Quarry Worker Grade 2.

Progression

An employee may progress from Grade 1 to higher grades after three months' service and on being able to competently perform the duties at a higher grade.

Translation from Old Structure to New

Old classifications that are to be translated to this grade include:

- no comparable old classification.

(b) Grade 2 - Attendant

A Grade 2 Attendant has successfully completed up to three months' structured training so as to enable the employee to perform competently the work within the scope of this level.

Duties

Indicative of the tasks an employee at this level may perform are the following:

- attend to, maintain and service fixed and mobile plant;
- assist with the repair and maintenance of fixed and mobile plant;
- apply basic quality control and assurance procedures;

use Class 1 motor vehicles;
maintain simple records; and
higher grade tasks for training purposes.

Responsibility

An employee at this level works under direct supervision, either individually or in a team environment.

Qualification

A Grade 2 Attendant will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

Training

In accordance with clause 2.4, Training, an employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression

An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to a higher grade.

Translation from Old Structure to New

Old classifications that are to be translated to this grade include:

Labourer, Pick and Shovel;
Driver, Motor Vehicle Class 1;
Fixed Plant Attendant.

(c) Grade 3 - Advanced Attendant

A Grade 3 Advanced Attendant has demonstrated the competency, and is required to undertake work at this level.

Duties

Indicative of the tasks an employee at this level may perform are the following:

operate at least one item of Group A plant;
maintain quarry plant and equipment;
carry out basic product sampling and quality testing;

operate a weighbridge;
carry out clerical tasks and maintain simple records;
receive, issue and maintain quarry stores;
assist in one-the-job training; and
higher grade tasks for training purposes.

Responsibility

An employee at this level will be responsible for the quality of their own work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification

A Grade 3 Advanced Attendant will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency based training and assessment becomes available for Grade 3 occupations, successful completion of this training and assessment will be required qualification for this grade.

Training

In accordance with clause 2.4, Training, an employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression

An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to a higher grade.

Translation from Old Structure to New

Old classifications that are to be translated to this grade include:

Driver Motor Vehicle Class 3A;
Driver Motor Vehicle Class 3B;
Control Room Operator C;
Weighbridge Operator B;
Storeperson.

(d) Grade 4 - Operator

A Grade 4 Operator has demonstrated the competency, and is required to undertake work at this level.

Duties

Indicative of the tasks an employee at this level may perform are the following:

- fault find problems and make adjustments to plant;
- understand and interpret quality assurance procedures and perform analytical tests and ascertain conformity;
- operate at least one item of Group B plant;
- operate a weighbridge and allocate trucks;
- assist in on-the-job training; and
- higher grade tasks for training purposes.

Responsibility

An employee at this level will be responsible for the quality of their work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification

A Grade 4 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency-based training and assessment becomes available for Grade 4 occupations, successful completion of this training and assessment will be a required qualification for this grade.

Training

In accordance with clause 2.4, Training, an employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression

An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to the higher grade.

Translation from Old Structure to New

Old classifications that are to be translated to this grade include:

- Operator Remote Control - B;
- Operator Tractor 295 bhp @ wf;

Operator Dumper 15-20 t;

Operator Pneu. Drill 600 bhp;

Operator Navvy 3.0-5.3 m;

Operator Dumper > 75 t;

Operator Navvy > 5.3 m.

(e) Tradesperson Level 1 - Electrical/Mechanical

A Tradesperson Level 1 - Electrical is an electrical tradesperson of one or more of the following classes:

"Electrical Fitter" mainly engaged in making or repairing electrical machines, instruments or appliances who, in the course of their work, applies electrical knowledge.

"Electrical Mechanic" tradesperson mainly engaged on electrical installation, repair and maintenance work.

A Tradesperson Level 1 - Mechanical is a tradesperson of one or more of the following classes:

mechanical fitter, pipe fitter on refrigeration work and/or high pressure work, which includes live steam and hydraulic press work; points and crossings fitter; and window frame fitter; or a tradesperson who is partly or wholly engaged in setting up and operating the following machines: lathe, boring machine, milling machine, planing machine, shaping machine, slotting machine, precision grinding machine, and a drilling machine where the operator uses the same precision tools as fitters and turners; or a tradesperson engaged in repairing, altering, overhauling, assembling or testing metal of the engine or chassis of motorcars, motor cycles or other motor vehicles; or engaged in repairing and/or overhauling wheeled or track type mobile equipment associated with (a) construction equipment, (b) earthmoving equipment or agricultural and diesel mobile equipment such as petrol and/or diesel engines, chassis, transmission, hydraulics, electrical system and ancillary equipment; or a tradesperson using electric arc and/or oxy-acetylene blow pipe and/or coal gas cutting plant who is required to apply general trade experience as a welder.

Responsibility

An employee at this level will be responsible for the quality of their own work, subject to general supervision, and exercise discretion to the level of their skill and training.

Qualifications

A Tradesperson Level 1 will have successfully completed a recognised trade certificate course.

Training

In accordance with clause 2.4, Training, an employee may, over time, be provided with a structured program of training that will allow them to competently perform work at higher levels.

Progression

An employee at this level will be responsible for the quality of their own work, subject to general supervision, and exercise discretion to the level of their skill and training.

Translation from Old Structure to New

Old classifications that are to be translated to this grade include:

Tradesperson

(f) Tradesperson Level 2 - Electrical/Mechanical (Experienced)

A Tradesperson Level 2 - Electrical is an electrical tradesperson of one or more of the following classes:

"Electrical Fitter" mainly engaged in making or repairing electrical machines, instruments or appliances who, in the course of their work, applies electrical knowledge.

"Electrical Mechanic" tradesperson mainly engaged on electrical installation and repair and maintenance work.

A Tradesperson Level 2 - Mechanical is a tradesperson of one or more of the following classes:

mechanical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work, points and crossings fitter and window frame fitter; or a tradesperson who is partly or wholly engaged in setting up and operating the following machines: lathe, boring machine, milling machine, planing machine, shaping machine, slotting machine, precision grinding machine, and a drilling machine where the operator uses the same precision tools as fitters and turners; or a tradesperson engaged in repairing, altering, overhauling, assembling or testing metal of the engine or chassis of motor cars, motor cycles or other motor vehicles; or engaged in repairing and/or overhauling wheeled or track type mobile equipment associated with (a) construction equipment, (b) earthmoving equipment or agricultural and diesel mobile equipment such as petrol and/or diesel engines, chassis, transmission, hydraulics, electrical system and ancillary equipment; or a tradesperson using electric arc and/or oxy-acetylene blow pipe and/or coal gas cutting plant who is required to apply general trade experience as a welder.

Responsibility

An employee at this level will work autonomously, be responsible for quality control of their own work and may exercise supervision of others in related or similar work.

Qualification

A Tradesperson Level 2 will have successfully completed a recognised trade certificate course.

Training

In accordance with clause 2.4, Training, an employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression

A Tradesperson Level 1 will progress to this level after having been employed in the quarrying industry for 18 months.

An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

Translation from Old Structure to New

Old classifications that are to be translated to this grade include:

Tradesperson Experienced

(g) Tradesperson Level 3 - Special Class

A Tradesperson Level 3 is:

A Tradesperson Level 1 - Mechanical who is engaged regularly over a period or intermittently during a week in any combination of installing, repairing and maintaining, testing, modifying, commissioning of fault-finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and who, in the course of such work, is required to read and understand hydraulic and/or pneumatic circuitry that controls fluid power systems; or

A Tradesperson Level 1 - Electrical who is mainly engaged on complex or intricate circuitry or both, the performance of which work requires the use of knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course.

Responsibility

An employee at this level will work autonomously, be responsible for quality control of their own work and may exercise supervision of others in related or similar work.

Qualification

A Tradesperson Level 3 will have had a minimum of two years on-the-job experience as a tradesperson working predominantly on fluid power systems as will enable the tradesperson to perform such work under minimum supervision and technical guidance; and satisfactorily completed a prescribed post-trades course or the achievement to the satisfaction of Boral of a comparable standard of skill and knowledge by other means, including in-plant training or on-the-job experience referred to above; or a Tradesperson Level 3 will have had not less than two years on-the-job experience as a tradesperson working mainly on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and having, by virtue of either the satisfactory completion of a prescribed post-trades course in industrial electronics or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience referred to above, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

Training

In accordance with clause 2.4, Training, an employee may, over time, be provided with a structured program of training that will allow them to competently perform work at higher levels.

Progression

An employee may progress to a higher level on the basis of being able to competently perform the skills to work at the higher level and on being selected for a position when a position at that level becomes available.

Translation from Old Structure to New

Old classifications that are to be translated to this grade include:

Tradesperson Special Class

(h) Tradesperson Level 4 - Special Class (Experienced)

A Tradesperson Level 4 is:

A Tradesperson Level 2 - Mechanical who is engaged regularly over a period or intermittently during a week in any combination of installing, repairing and maintaining, testing, modifying, commissioning of fault-finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and who, in the course of such work, is required to read and understand hydraulic and/or pneumatic circuitry which controls fluid power systems; or

A Tradesperson Level 2 - Electrical who is mainly engaged on complex or intricate circuitry or both, the performance of which work requires the use of knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course.

Responsibility

An employee at this level will work autonomously, be responsible for quality control of their own work and may exercise supervision of others in related or similar work.

Qualification

A Tradesperson Level 4 will have had a minimum of two years on-the-job experience as a tradesperson working predominantly on fluid power systems as will enable the tradesperson to perform such work under minimum supervision and technical guidance; and satisfactorily completed a prescribed post-trades course or the achievement to the satisfaction of Boral of a comparable standard of skill and knowledge by other means, including in-plant training or the on-the-job experience referred to above; or a Tradesperson Level 4 will have had not less than two years' on-the-job experience as a tradesperson working mainly on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and having, by virtue of either the satisfactory completion of a prescribed post-trades course in industrial electronics or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience referred to above, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

Training

In accordance with clause 2.4, Training, an employee may, over time, be provided with a structured program of training that will allow them to competently perform work at higher levels.

Progression

A Tradesperson Level 3 will progress to this level after having been employed in the quarrying industry for 18 months.

An employee may progress to a higher level on the basis of being able to competently perform the skills to work at the higher level and on being selected for a position when a position at that level becomes available.

Translation from Old Structure to New

Old classifications that are to be translated to this grade include:

Tradesperson Special Class Experienced

(i) Tradesperson Level 5 - Advanced Electronics

A Tradesperson Level 5 is a person who is engaged in applying their knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault-finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

Duties

An employee at this level must be capable of:

maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;

providing technical guidance within the scope of the work at this level;

preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

Responsibility

An employee at this level will work autonomously, be responsible for quality control of their own work and may exercise supervision of others in related or similar work.

Qualification

A Tradesperson Level 5 must have at least three years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and, in addition, must have satisfactorily completed a post-trades course in electronics equivalent to at least two years' part-time study.

Translation from Old Structure to New

Old classifications that are to be translated to this grade include:

Electronics Tradesperson

(2) For the purposes of this clause, the following words shall bear the stated meaning:

- (a) "Attend to" includes monitoring, inspection and basic operation of fixed plant items such as crushers and conveyors.
- (b) "Maintain" includes cleaning up, adjustments and retensioning, using selected hand tools and simple butt and spot welding and oxy-acetylene cutting.
- (c) "Service" includes greasing, changing oil, adjusting pressures, changing filters, changing tyres.
- (d) "Routine mechanical repairs" includes replacement of V-belts, conveyor idlers, crusher manganese, screen cloths, pump impellers and liners and pipe sections.
- (e) "Simple processing plant" is a simple fixed or portable processing plant which is operated by an operator who relies on automatic and/or semi-automatic controls and remote indicators to monitor and control the plant's output. The operator is required to perform the major and substantial portion of his/her function within a control room but will, from time to time, perform functions outside the control room.

- (f) "Complex processing plant" is operated by an plant operator who is required to monitor and control the complete plant's operation by such means as remote indicators and automatic and/or semi-automatic controls. In addition to the system, the operator must have the responsibility of monitoring and controlling at least one further function, such as tipping control, loading out facilities, stock-piling control or similar functions. The operation is such that the control room cannot generally be left unattended.
 - (g) "Sophisticated computer-managed processing plant" contains a sophisticated computer system that controls most of the operation of the plant. The operator is required to control, adjust and monitor the operation of the plant using the computer system and to troubleshoot production problems by utilising the computer's capabilities.
- (3) For the purpose of this clause, the "Plant Groupings" are:
- (a) Group A
 - Simple processing plant;
 - Motor Vehicle Class 3A and 3B.
 - (b) Group B
 - Wheel and tracked loaders up to and including 220 kW;
 - Tracked dozers up to and including 220 kW;
 - Motor graders;
 - Mobile cranes;
 - Dredges;
 - Complex fixed or portable processing plant.
 - (c) Group C
 - Excavator up to and including 3.0 m;
 - Face shovel up to and including 3.0 m;
 - Dragline up to and including 3.0 m;
 - Dump truck over 12 t and up to and including 25 t capacity;
 - Motor scraper over 12 t and up to and including 25 t capacity;
 - Off highway water carts;
 - Wheel or tracked loader over 220 kW and up to and including 450 kW (not employed at a hard rock face);
 - Tracked dozer over 220 kW and up to and including 450 kW (not employed at a hard rock face);
 - Air drill;
 - Hydraulic drill up to and including 95 kW;
 - Sophisticated computer-managed processing plant.

(d) Group D

Wheel and tracked loaders over 220 kW and up to and including 450 kW (employed at a hard rock face);

Track dozer over 220 kW and up to and including 450 kW (employed at a hard rock face);

Dump truck over 25 t and up to and including 75 t capacity;

Motor scraper over 25 t and up to and including 75 t capacity;

Hydraulic drill over 95 kW.

(e) Group E

Excavators over 3.0 m;

Face shovels over 3.0 m;

Dragline over 3.0 m;

Dump truck over 75 t capacity;

Wheel loaders over 450 kW;

Tracked dozers over 450 kW.

- (4) The rates of pay to be paid to employees as classified in subclause (1) of this clause are set out in Table 1 - Wages, of Part B, Monetary Rates.

- (5) Additions to Wage Rates

The allowances prescribed in paragraphs (a), (b), (c) and (d) of this subclause shall be treated as part of the employee's ordinary wage for all purposes of the award.

(a) In Charge of Plant Allowance (as defined)

The amount per week set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

(b) Leading Hand Allowance (as defined), in charge of:

2 - 5	The amount set out in Item 2 of Table 2
6 - 10	The amount set out in Item 3 of Table 2
11 - 20	The amount set out in Item 4 of Table 2
More than 20	The amount set out in Item 5 of Table 2

(c) Competency Assessment Allowance

For undertaking and then successfully completing competency-based assessments for the work performed by an employee from time to time the amount per week set out in Item 13 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Notation: To avoid doubt this allowance will be paid for employees employed at the quarry at the date of the making of this award from that date and for new employees from their start date.

(d) Assessor Skill

An employee appointed as an assessor shall be paid the amount per week set out in Item 14 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates.

(6) Confined Spaces Allowance - Quarry Maintenance Personnel

For working in confined spaces (as defined) an employee shall be paid the amount set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

3.2 Payment of Wages

(1) Wages shall be paid weekly by means of electronic funds transfer.

(2)

(a) One day of each period shall be recognised as payday for each job. It shall not be later than the same day in each pay period. The pay period shall close not more than three working days before the recognised pay day.

(b) Employees shall be paid during ordinary working hours. If they are paid during the usual mealtime, such time so occupied shall be added to the actual meal time.

(c) When employees are terminated, except for misconduct, they shall be paid all wages due to them at the time of their termination. In the case of termination for misconduct or of resignation, they shall be paid all wages due to them within 24 hours after termination.

(d) Where an employee is required by Boral to wait at the quarry beyond the ordinary ceasing time of the employee for payment of wages for a period of more than 15 minutes, they shall be paid at overtime rates for the period during which they are so required to wait.

(3) An employee who, upon the termination of his/her employment, is entitled to long service leave under the *Long Service Leave Act 1955* shall be paid any such entitlement that he/she may have under this Act by Boral within 14 days of the termination of his/her employment.

(4) In the event that a scheduled day off falls on payday, Boral may pay wages to the employee or employees concerned the next following working day. However, subject to Boral being able to make suitable arrangements, the wages may be paid on the working day preceding the scheduled day off. Provided further that, where the scheduled day off falls on a payday which is a Friday, Boral shall pay wages on the working day preceding this scheduled day off.

(5) In the case of termination of employment of an employee, in addition to the entitlement due and payable under the *Annual Holidays Act 1944*, and the *Long Service Leave Act 1955*, such employee shall be entitled to payment for that period of rostered time off to which he/she would have become entitled had he/she continued in employment. For the purpose of calculation, this subclause shall refer to that period of leave which the employee would have become entitled to under the relevant Act at the date of termination had his/her employment not terminated.

3.3 Tools

(1) Tools

Tradesperson Level 1-5 inclusive shall be paid an allowance per week as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for supplying and maintaining tools ordinarily required in the performance of their work as tradespersons.

(2) All tools required by Grades 1-7 inclusive shall be provided free of charge by Boral.

3.4 First Aid

(1) An employee holding a first aid certificate and appointed by Boral to perform first aid duties shall be paid an allowance per day as set out in Item 8 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to their ordinary rate.

3.5 Travel, Board and Lodging

- (1) Employees temporarily transferred from the quarry to another location shall be paid at ordinary -time rates for all time in excess of that usually spent in travelling to their place of employment and, when required to use their private vehicle, shall be paid an allowance as set out in subclause (7) of this clause for all distance travelled in excess of that usually travelled to their place of employment. This allowance shall be payable in addition to any payment made under subclause (8) of this clause.
- (2) An employee:
 - (a) engaged in one locality to work in another; or
 - (b) sent other than at their own request from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence,shall be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or, in cases where the employee is in the process of buying a place of residence in the new locality, for a period not exceeding six months. Provided that such expenses shall cease after they have taken up permanent residence or abode at the new location.
- (3) An employee sent from their usual locality to another (in circumstances other than those prescribed in subclause (2) of this clause) and required to remain away from their usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from their usual locality.
- (4) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and a half.
- (5) The maximum travelling time to be paid for shall be 12 hours out of every 24 or, when a sleeping berth is provided by Boral for all-night travel, eight hours out of every 24.
- (6) "Expenses", for the purpose of this clause, means:
 - (a) all fares reasonably incurred;
 - (b) reasonable expenses incurred whilst travelling, including the amount as set out in Item 9 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for each meal taken;
 - (c) the provision of reasonable board and lodging or a reasonable allowance to cover the cost incurred for board and lodging, not exceeding the amount set out in Item 10 of Table 2 per week.
- (7) Where employees during working hours are directed by Boral to use their private motor vehicle for any purpose, they shall be paid an allowance as set out in Item 11 of Table 2 per kilometre travelled. This allowance shall be payable in addition to any payment made under subclause (8) of this clause.
- (8) Where public transport is not available at a suitable time, employees shall be paid an allowance as set out in Item 12 of Table 2 per day in recognition of the necessity of making their own transport arrangements, provided that the above allowance shall be payable to employees who commence prior to 6.30 a.m. or finish subsequent to 7.00 p.m.

PART 4

HOURS OF WORK, ETC.

4.1 Hours of Work - Day Workers

- (1) Subject to clause 4.2, Working of a 38-Hour Week, the ordinary hours of work shall be an average of 38 per week.

- (2) Subject to Schedule 1, the ordinary hours of work prescribed herein may be worked Monday to Friday inclusive worked continuously, except for meal breaks, at Boral's discretion between the spread of hours of 6.30 a.m. and 6.00 p.m.

Provided that the spread of hours may be further altered by mutual agreement between Boral and the majority of employees concerned.

- (3) The ordinary hours of work prescribed herein shall not exceed ten on any day. Provided that, in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between Boral and the majority of employees concerned in the quarry.

4.2 Working of a 38-Hour Week

- (1) The method of working the 38-hour week shall be any one of the following:
- (a) by Boral fixing one work day in the 4th week of a four-week work cycle as a leisure day on which all employees at the quarry will be off work; or
 - (b) by Boral fixing two rostered work days on which employees may be rostered off for two half days during a particular four-week work cycle; or
 - (c) by Boral rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during a four-week work cycle.
- (2) Provided that, where Boral has not fixed a rostered day or half day off as above, then, by agreement with the employee concerned, an employee may work less than eight ordinary hours on any one day or more days each week.
- (3) Rostered days off may be accumulated to a maximum of five days by a agreement between Boral and the individual employee concerned.
- (4) Where such rostered work day as prescribed by paragraphs (a), (b) and (c) of subclause (1) of this clause falls on a public holiday as prescribed in clause 4.6, Sundays and Holidays, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle or the next is agreed upon in writing between Boral and the employee(s).
- (5) Each day of paid leave taken and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (6) An employee who has not worked, or is not regarded by reason of the said paragraph (a) as having worked, a complete 19-day four-week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle payable for the rostered day off or, in the case of termination of employment, on termination.
- (7) The accrued rostered day prescribed in paragraphs (a), (b) and (c) of subclause (1) of this clause shall be taken as a paid day off, provided that the day may be worked where that is required by Boral and such work is necessary to allow other employees to be employed productively or to carry out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case the employee shall take another day off at their discretion within the next seven days.

4.3 Shift Work

- (1) Definitions

For the purposes of this clause:

"Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight.

"Night shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

"Rostered shift" means any shift of which the employee concerned has at least 48 hours' notice.

"Continuous work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of Boral.

(2) Shift Work

- (a) Subject to clause 4.2, Working of a 38-Hour Week, the ordinary hours of work shall be an average of 38 per week.
- (b) The ordinary hours shall be worked continuously each day except for meal breaks at the discretion of Boral. Subject to the provisions of clause 4.4, Meal Breaks, an employee shall not be required to work for more than five ordinary hours without a break for a meal. Except at regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (c) Provided that the ordinary hours of work prescribed herein shall not exceed ten hours on any day. In any arrangement of ordinary working hours, where the ordinary working hours are to exceed eight on any shift, the arrangement of hours shall be subject to agreement between Boral and the majority of employees concerned in the quarry.

(3) Roster

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

(4) Variation by Agreement

Notwithstanding anything elsewhere contained in this award, the method of working shifts may in any case be varied by agreement between Boral and the accredited representative(s) of the employees to suit the circumstances of the quarry. The time of commencing and finishing shifts, once having been determined, may be varied by agreement between the employee concerned and Boral to suit the circumstances of the quarry or shift work may rotate weekly or fortnightly with day work. In the absence of agreement, by seven days' notice of alteration given by Boral to the employees.

(5) Afternoon or Night Shift Allowances

- (a) A shift worker whilst on afternoon or night shift shall be paid for such shift 33.33% more than their ordinary rate.
- (6) The minimum rate to be paid to a shift worker for ordinary hours of work performed between midnight on Friday and midnight on Saturday shall be time and a half for the first two hours and double time thereafter. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (5) of this clause.
- (7) Shift workers, for all time worked by shift workers in excess of or outside their ordinary working hours, or on a shift other than a rostered shift, shall:
- (a) if employed on continuous work, be paid at the rate of double time; or
 - (b) if employed on other shift work, at the rate of time and a half for the first two hours and double time thereafter, except in each case when the time is worked:

- (i) by arrangement between the employees themselves; or
- (ii) for the purpose of effecting the customary rotation of shifts.

Provided that, when not less than eight hours' notice has been given to Boral by a relief person that they will be absent from work and the employee whom they should relieve is not relieved and is required to continue to work on their rostered day off, the unrelieved employee shall be paid double time.

- (8) Boral may require any employee to work reasonable overtime at overtime rates.
- (9) Sundays and Holidays

For all time worked by shift workers on a Sunday or holiday, they shall be paid at the rates prescribed by clause 4.6, Sundays and Holidays. Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on each Sunday or holiday.

Where a shift falls partly on a holiday, the major portion of the shift that falls on a holiday shall be regarded as the holiday shift.

- (10) Notwithstanding the provisions of this clause, employees on shift work shall be allowed a 30-minute paid meal break during each shift, which shall be counted as time worked.

4.4 Meal Breaks

- (1) An employee shall not be required to work for more than five ordinary hours of work without a break for a meal.

Provided that, by agreement between Boral and the employee concerned, an employee may be required to work in excess of five ordinary hours but not more than six ordinary hours at ordinary rates of pay without a meal break.

- (2) The time of taking a scheduled meal break by one or more employees may be altered by Boral if it is necessary to do so in order to meet a requirement for continuity of operations.
- (3) Boral may stagger the time of taking a meal break to meet operational requirements.
- (4) Subject to the provision of subclause (1) of this clause, an employee employed as a regular maintenance person shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.
- (5) Except as provided in subclauses (1), (2) and (4) of this clause, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

4.5 Rest Breaks

- (1) An employee shall be given a rest break of ten minutes each day.
- (2) Boral may stagger the time of taking a rest break to meet operational requirements.
- (3) The time of taking a scheduled rest break by one or more employees may be altered by Boral if it is necessary to do so in order to meet a requirement for continuance of operations.
- (4) In the case of shift workers, this paid rest break may be combined with the paid meal break so as to enable a 30-minute paid meal break.

4.6 Sundays and Holidays

- (1) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to subclause (2) of this clause and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award and shall be granted without loss of pay.
- (2) In accordance with subclause (1) of this clause, an employee shall be entitled to one additional day as a holiday (picnic day) in each calendar year. Such additional holiday shall be observed on the first Monday in December unless otherwise agreed with an employee. The additional holiday is not cumulative and must be taken within each calendar year.
- (3) Where an employee is absent from employment on the working day before or the working day after a holiday, without reasonable excuse or without the consent of Boral, the employee shall not be entitled to payment for such holiday.
- (4) For work done on any of the holidays referred to in subclause (1) of this clause, double time and one-half shall be paid, with a minimum payment for four hours' work.
- (5) For work done on a Sunday, double time with a minimum payment for four hours' work shall be paid.

4.7 Overtime

- (1) Payment for Working Overtime

For all work done outside of and/or in excess of ordinary hours, the rate of pay shall be time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work. Except as provided in subclause (2) of this clause, in computing overtime, each day's work shall stand alone. The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 38.

- (2) Rest Period After Overtime

When overtime work is necessary, it shall, wherever reasonably practicable, be so arranged that the employees have at least ten consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on Boral's instruction, such employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
 - (b) where a shift worker does not report for duty; or
 - (c) where a shift is worked by arrangement between the employees themselves.
- (3) Call Back and Standing By

An employee recalled to work overtime after leaving the quarry (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work or, where the employee has been paid for

standing by, shall be paid for a minimum of three hours' work at the appropriate rate for each time they are recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work for the full three or four hours, as the case may be, if the job they were recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to Boral's premises to perform a specific job outside their ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause (4) of this clause when the actual time worked is less than three hours on such recall or on each of such recalls. Subject to any custom now prevailing under which employees are required regularly to hold themselves in readiness for a call back, employees required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time from which they are to hold themselves in readiness.

(4) Cribs

- (a) An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
- (b) Where overtime is worked on a Saturday or Sunday and it continues after 12 noon, a paid break for a meal of 30 minutes shall be allowed between 12 noon and 1.00 p.m., provided that the work continues after the meal break.

(5)

(a) Meal Allowance

An employee required to work overtime for more than one and a half hours after the ordinary ceasing time on any day without being notified on the previous day or earlier shall be provided with a meal or paid the amount set out in Item 9 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates, for such meal, and the said amount set out in Item 9 for each subsequent meal after such further four hours overtime; provided that an employee shall have the option of returning home for a meal, in which case the employee shall not be entitled to payment of a meal allowance.

- (b) An employee who has been notified of the intention to work overtime but who is not called upon to work such overtime shall be paid an amount as set out in Item 9 of Table 2.

(6) Saturday Work

An employee required to work overtime on a Saturday shall be afforded at least four hours' work or paid for four hours at the appropriate rate, except where such overtime is continuous with ordinary time, or overtime commenced on the previous day.

(7) Requirements to Work Reasonable Overtime

Boral may require any employee to work reasonable overtime.

PART 5

LEAVE, ETC.

5.1 Annual Leave

- (1) Employees, other than seven-day shift workers - see the *Annual Holidays Act 1944*.
- (2) In addition to the leave provided for by subclause (1) of this clause, seven-day shift workers who are rostered to work regularly on Sundays and holidays shall be allowed an additional one week's leave; provided that, if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every 36 ordinary shifts worked as a seven-day shift worker.

In this subclause, reference to one week and one day shall include holidays and non-working days.

5.2 Annual Leave Loading

- (1) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (2) Before an employee is given and takes their annual leave or, where by agreement between Boral and employee, the annual leave is given and taken in more than one separate period, then, before each of such separate periods, Boral shall pay the employee a loading determined in accordance with this clause. (Note: The obligation to pay in advance does not apply where an employee takes annual leave wholly or partly in advance.)
- (3) The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act and this award.
- (4) The loading is to be calculated in relation to any period of annual leave to which the employee becomes entitled under the Act and this award or, where such leave is given in separate periods, then in relation to each period.
- (5) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (4) of this clause at the rate per week of 17.5% of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing annual leave, excluding any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (6) No loading is payable to an employee who takes annual leave wholly or partly in advance; provided that, if the employment of such an employee continues until the day when they would have become entitled under the Act to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with subclause (5) of this clause, applying the award rates of wages payable on that day.
- (7) Where, in accordance with the Act, the quarry or part of it is temporarily closed down for the purpose of giving annual leave or leave without pay to the employees concerned:
 - (a) An employee who is entitled under the Act to annual leave and who is given and takes such leave shall be paid the loading calculated in accordance with subclause (5) of this clause.
 - (b) An employee who is not entitled under the Act to annual leave and who is given and takes leave without pay shall be paid, in addition to the amount payable to them under the Act, such proportion of the loading that would have been payable to them under this clause if they had become entitled to an annual holiday prior to the closedown as their qualifying period of employment in completed weeks bears to 52.
- (8)
 - (a) Where the employment of an employee is terminated for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of the annual leave to which they became entitled, they shall be paid a loading calculated in accordance with subclause (6) of this clause for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

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

5.3 Long Service Leave

- (1) See the *Long Service Leave Act* 1955.

5.4 Parental Leave

- (1) See the *Industrial Relations Act* 1996.

5.5 Bereavement Leave

- (1) An employee other than a casual employee shall be entitled to a maximum of three days' leave without loss of pay on each occasion of the death of the a person prescribed for the purposes of Personal/Carer's leave in subparagraph (ii) of paragraph (c) of subclause (1) of clause 5.8, State Personal/Carer's Leave Case - August 1996
- (2) 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.
- (3) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in subparagraph (ii) of paragraph (c) of subclause (1) of clause 5.8, State Personal/Carer's Leave Case - August 1996, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (4) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (5) Bereavement leave may be taken in conjunction with other leave available under clause 5.8, State Personal/Carer's Leave Case - August 1996.

5.6 Jury Service

- (1) An employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by Boral an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (2) An employee shall notify Boral as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give Boral proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

5.7 Sick Leave

- (1) Weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to Boral (which may include a statutory declaration), be entitled to ten days' sick leave during the first and subsequent years of service on full pay; provided that a statutory declaration shall be sufficient proof of sickness in respect of the first two single days' absence of an employee in any year.
- (2) The employee shall, unless it is not reasonably practicable to do so (proof whereof shall be on the employee) make every effort to notify Boral of their absence prior to their normal starting time on the same day of their absence, but in any circumstances within 24 hours of their normal starting time.

- (3) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of any employee may be withheld by Boral until the employee completes such three months of employment, at which time the payment shall be made.
- (4) An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to workers' compensation.
- (5) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.
- (6) If an award holiday occurs during an employee's absence on sick leave, then such award holiday shall not be counted as sick leave.
- (7) Service with Boral before the date of coming into force of this award shall be counted as service for the purpose of qualifying thereunder.
- (8) Where an employee is ill or incapacitated within the meaning of this clause on their rostered day or shift off, they shall not be entitled to sick pay on that day nor shall their sick leave entitlement be reduced as a result of such illness or incapacity.

5.8 State Personal/Carer's Leave Case - August 1996

- (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 5.7, 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 stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
 - (d) An employee shall, wherever practicable, give Boral 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 Boral 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 Boral, 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 Boral, 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 Boral 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 Boral, to take time off in lieu of payment for overtime at a time or times agreed with Boral 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 Boral, 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 Boral, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

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

PART 6

MISCELLANEOUS

6.1 Delegates

- (1) An employee-appointed delegate in a quarry in which they are employed shall, upon notification thereof to Boral, be recognised as the accredited representative of the union to which they belong. An accredited delegate shall be allowed reasonable time during working hours to interview Boral or their representative on matters affecting employees whom they represent.
- (2) Subject to the prior approval of Boral, an accredited delegate shall be allowed a reasonable period of time during working hours to interview a duly accredited union official of the union to which they belong on legitimate union business.
- (3) Noticeboard

Boral shall permit a noticeboard of reasonable dimensions to be erected in a prominent position in the quarry so that it will be reasonably accessible to all employees working under the award.

Accredited union representatives shall be permitted to put on the noticeboard or boards union notices, signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by Boral.

6.2 Protective Clothing

- (1) Each employee shall be provided with two pairs of appropriate overalls or trousers/shirt or shorts/shirt combinations per annum free of charge.
- (2) Each employee shall be provided with a maximum of two pairs of safety boots/shoes per annum on a one pair for one pair replacement basis.
- (3) Any other article of protective clothing that is required shall be provided by Boral and shall be worn.
- (4) The articles so supplied in subclauses (1), (2) and (3) of this clause shall remain the property of Boral.

6.3 Personal Protective Equipment

- (1) All personal protective equipment that is required shall be provided by Boral and shall be worn.
- (2) All articles of personal protective equipment shall remain the property of Boral.
- (3) Boral shall replace such articles when, in the opinion of Boral, they are no longer in a serviceable condition, but no employee shall be entitled to a replacement unless they return the corresponding article issued to them or, if the article is lost or misplaced by the employee to whom it was issued, they shall pay a reasonable price for the article.

6.4 Right of Entry

- (1) Subject to subclauses (2) and (3) of this clause, the right of entry to the quarry by an officer of a recognised industrial organisation of employees shall be in accordance with the Act.
- (2) Any officer of a recognised industrial organisation of employees shall only be granted access to the quarry if they are duly authorised to do so by their secretary.
- (3) Prior to entering the quarry in accordance with subclauses (1) and (2), the officer must first report to the quarry manager.

6.5 Recognised Industrial Organisations of Employees

- (1) The following industrial organisations of employees are recognised, within the limits of their constitution rule, to be the relevant industrial organisations of employees in the quarry industry:
 1. The Australian Workers' Union, New South Wales;
 2. Federated Clerks' Union of Australia, New South Wales Branch.
- (2) Nothing stated above is to be construed to confer a right of preference of employment in favour of a member of an industrial organisation of employees over a person who is not a member of an industrial organisation of employees.

6.6 Miscellaneous Provisions

- (1) Damage to Clothing, Spectacles, Hearing Aids and Tools

Compensation to the extent of the damage sustained shall be made where, in the course of the work, clothing, spectacles, hearing aids or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that Boral's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties; provided further that this paragraph shall not apply when an employee is entitled to workers' compensation in respect of the damage.

- (2) Case Hardened Prescription Lenses

If Boral requires an employee to have their prescription lenses case hardened, they shall pay for the cost of such case hardening.

PART 7

REMUNERATION

7.1 Adjustment Mechanism

- (1) On the first full pay period to commence on or after 1 November each year the rates set out in Table 1 - Wages and the allowances set out in Table 2 - Other Rates and Allowances of Part 2, Monetary Rates, shall be increased by the greater of the average percentage salary increase given that year to salaried employees employed in:

(a) the Metropolitan division; or

(b) the Prospect quarry.

Notation: A salaried employee will be taken to be employed in the Prospect quarry if they have worked in the quarry for the majority of the preceding 12 months.

- (2) On the first full pay period to commence on or after 1 November each year each employee shall be paid an amount of money equivalent to the greater of the average percentage bonus paid to salaried employees employed in:

(a) the Metropolitan division; or

(b) the Prospect quarry,

applied to their gross earnings for the preceding 12 months.

Notation: A salaried employee will be taken to be employed in the Prospect quarry if they have worked in the quarry for the majority of the preceding 12 months.

- (3) If requested to do so by the majority of you, Boral shall, at its expense, have an external auditor validate the:

(a) average salary increase determined for the purposes of subclause (1) of this clause; and/or

(b) average percentage bonus determined for the purposes of subclause (2) of this clause.

- (4) Should Boral at any time alter the method by which they remunerate the salaried employees relevant to this award, they shall confer with you and the union about those changes and whether any variation to this award is necessary to ensure that the original purpose of this award is maintained.

- (5) Despite anything else in this award, the wage increase paid in accordance with subclause (1) of this clause shall not be less than any general wage increase granted in that year.

PART 8

APPLICATION

8.1 Application

This award shall apply to the Boral Construction Materials Group Limited and to all employees of Boral employed in the quarry within the classifications set out in clause 3.1, Classification of Wages.

8.2 Term

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Boral Prospect Quarry (State) Award published 16 March 2001 (323 I.G. 91) and all variations thereof.

The award published 16 March 2001 took effect from the beginning of the first pay period to commence on 26 July 2000.

The changes made to the award pursuant to the award review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 18 December 1998 (308 I.G. 307) take effect on 9 July 2001.

PART B

MONETARY RATES**Table 1 - Wages**

Grade/Level- Sub-grade/Level	Description	Weekly Wage \$
1	Labourer Pick & Shovel	533.80
2	Fixed Plant Attendant	535.76
3	Driver Class 3A	547.98
4	RCRO "C"	560.24
5	Lab Assistant Weighbridge Clerk	582.38
6	RCRO "B" Tractor 35-70	599.71

7	Crane Op. 10-20 Tonnes RCRO "A" Clerk A Grade 2	611.00
8	Tractor Op. 130-295	615.92
9	Plant Op. 12-15 Tonnes	622.16
10	Tractor Op. not HRQ Face Clerk Grade 3	628.37
11	Navvy Op. 1.5 m to 3.00 m Tractor Op. 130-295	634.58
12	Plant Op. 30-40 Tonnes Large Drill Operator Shot Firer Clerk Grade 4	638.87
13	Laboratory Technician Plant Operator 50-70 Tonne	644.63
14	Plant Operator 50-70 Tonnes + Operator 3.00 - 5.50 m bucket	649.53
1	Tradesperson - Electrical/Mechanical	652.27
2	Tradesperson - Electrical/Mechanical (experienced)	678.52
3	Tradesperson - Special Class	682.50
4	Tradesperson - Special Class (experienced)	708.73
5	Advanced Electronics	754.42

Table 2 - Other Rates and Allowances

Item No.	Clause	Description	Amount \$
1	3.1(5)(a)	In Charge of Plant	11.35 per week
2	3.1(5)(b)	Leading Hand 2-5	16.70 per week
3	3.1(5)(b)	Leading Hand 6-10	23.78 per week
4	3.1(5)(b)	Leading Hand 11-20	33.68 per week
5	3.1(5)(b)	Leading Hand 20+	42.94 per week
6	3.1(6)	Confined space	0.50 per hour
7	3.3(1)	Tools	12.20 per week
8	3.4(1)	First Aid	1.68 per day
9	3.5(6)(b) & 4.7(5)	Meals	10.15 per meal
10	3.5(6)(c)	Board and Lodging	-
11	3.5(7)	Motor Use	0.47 per km

12	3.5(8)	No Transport	5.53 per day
13	3.1(5)(c)	Competency	4.61 per week
14	3.1(5)(d)	Assessor	21.56 per week

Notation: The rates in Table 1 above include and consume the "industry disability" allowance and the "inclement weather" allowance. Accordingly, the rates in Table 1 above compensate employees for the matters previously dealt with by the said allowances.

SCHEDULE 1

EMPLOYEES WITH A SPAN OF HOURS OF 7:00 A.M. TO 6:00 P.M.

In accordance with previous savings undertakings the following employees who were employed prior to 9 November 1990 and at that time regularly worked before 7:00 a.m. each day Monday to Friday shall have their ordinary hours of work commence at 7:00 a.m. Monday to Friday inclusive:

Emp #	Employee Name	Start Date
00400	Abela, Vincent	14/01/57
00704	Campion, George	03/01/84
00313	Debrincat, Joseph	02/07/84
00009	Down, Kevin Bruce	25/11/63
00105	Duck, Gerard Michael	01/07/83
00509	Filippin, Antonio	05/03/86
00718	Frew, Brian Joseph	03/03/86
00500	Gafa, Emanuel	12/01/55
00101	Gardiman, Aurelio	03/11/76
00733	Hunt, Anthony Paul	13/09/90
00703	Kitchner, John William	08/03/55
00302	Micallef, Paul Joseph	12/07/54
00609	Mizzi, Tony	02/06/86
00610	Shepherd, Douglas Francis	19/06/87
00204	Thompson, Michael Francis	10/02/89
00726	Vella, Anthony Michael	20/09/89
00603	Zammit, Tarcisius	18/03/52

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

Printed by the authority of the Industrial Registrar.

(1657)

SERIAL C1638**ILLAWARRA WASTEWATER STRATEGY PROJECT CONSENT
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, industrial organisation of employers.

(No. IRC 4897 of 2002)

Before Commissioner O'Neill

22 October 2002

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1. Parties to This Award

The parties and signatories to this Charter and Project Award are as follows:

Construction, Forestry, Mining and Energy Union (New South Wales Branch).

The New South Wales Plumbers and Gasfitters Employees' Union.

Electrical Trades Union of Australia, New South Wales Branch.

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

Transport Workers' Union of Australia, New South Wales Branch.

The Australian Workers' Union, New South Wales.

Labour Council of New South Wales.

WALTER - Vivendi Joint Venture.

2. Objectives

The WALTER - Vivendi Joint Venture, (WVJV) shall accept the responsibility to ensure that all parties involved in this project understand and commit to the implementation of this Project Award.

The objectives of the parties are to:

- (a) To create and maintain a constructive, non-adversarial relationship between the WVJV, subcontractors and the Unions through good communication procedures and cooperative attitude.
- (b) Implement best practice procedures to ensure the highest standard of occupational health and safety on the Project.
- (c) To ensure all employees receive their proper entitlements under the applicable awards, and enterprise agreements that apply to their employment.
- (d) To promote innovation on the Project resulting in improved working conditions and productivity and improved quality resulting in minimal defects and rework.
- (e) To maintain the Project milestones in regard to the programme.
- (f) To provide a site based Project Award in compliance with the NSW Government and Australian Federal Government Code of Practice for the Construction Industry and Implementation Guidelines.
- (g) To recognise the special environment in which this Project is to be constructed.

- (h) To promote and implement improved training and site management practices.
- (i) To allow all work to continue without any interruptions during the construction period by the resolution of site issues and personnel concerns through good communications and an agreed process of consultation and dispute resolution.

3. Application of the Award

This award shall apply to and be binding upon WVJV, all the Sub Contractors and all of their employees and the Unions represented on this project.

It will be a contractual requirement that all contractors and subcontractors employed on the project adhere to the terms of this Award.

Where Contractors or Subcontractors engaged on the Project have their own Enterprise Agreements, the provisions of those agreements continue to apply in relation to this project. However, where this Award establishes higher terms and conditions than those created by such an Agreement, the higher standards in this Award shall apply. Where there is an inconsistency between this Award and any other Enterprise Agreement or other Agreements, the terms and conditions of this Award shall apply.

Nothing in this Award shall prevent any party from negotiating a Enterprise Agreement in accordance with the provisions of the relevant Act in consultation with the relevant parties to the Award during the life of the Award.

Enterprise Agreements, which expire during the life of this Project, shall be renegotiated in a fair and equitable manner.

Any issues concerning the application of the provisions of this Award will be resolved strictly in accordance with the provisions contained in clause 23 of this award.

This Award does not apply to off site or purely incidental activities such as delivery of site materials or couriers.

This Award shall not apply to employees of Government Departments, Authorities, Corporations or Instrumentalities except where such agencies have been contracted to perform major construction works on this Project. The construction of works incidental to the project by such agencies, their employees, contractors, or subcontractors is specifically excluded from this Award. The Award does not apply to off site or purely incidental activities including persons entering the Project to deliver, unload or to pick up goods, materials or other persons or service equipment.

4. Commitment

All Parties to this award are committed to:

be bound to this award for the term of the project

not to seek to vary the award

achieving the project milestones

avoid disputes and implement the dispute resolution procedures in this award if necessary

ensure all site personnel receive their statutory entitlements under this Award, Awards, Enterprise Agreements and other statutes

develop a culture to facilitate the construction of a quality wastewater plant.

5. Duration

This award shall apply from 1 March 2002 and will remain in force until Practical Completion of the project.

6. Maximise Working Hours

Inclement Weather

The parties agree that should inclement weather or unsafe climatic conditions affect any section of the project, employees affected will be transferred to another section of the project or on to another project to carry out productive work. All parties will adopt a reasonable approach as to what constitutes inclement weather.

The parties also agree that inclement weather does not automatically create unsafe working conditions. No employee will be expected to work in unsafe working conditions due to inclement weather.

The parties also agree to work collectively towards minimisation of lost time due to inclement weather. Further, the parties undertake to adopt the following principles and procedures with regard to inclement weather:

- (a) Where employees can not be transferred for productive work, employees will make themselves available for activities such as relevant and meaningful skill development, OH&S training and participate in learning, planning and re-programming of the project.
- (b) All parties are committed to an early resumption of work following any cessation of work, which may result from inclement weather. This shall include all construction workers being involved in de-watering and mopping up operations
- (c) If it is necessary and consistent with safe working practices to walk through inclement areas in order to get to or make safe areas, the relevant employer will provide appropriate protective gear.
- (d) The practice of "one out, all out" will not occur.
- (e) Should a portion of the project be affected by inclement weather, all other employees not so affected shall continue working regardless of the fact that some employees may not be gainfully employed due to inclement weather.

Working Hours

The parties agree that to achieve the Project Milestones and complete the Project successfully it is necessary that the time available for productive work as defined in the Environmental Management Plan will be maximised as required by the Project Manager.

Crib and lunch breaks may be staggered for individual contractors, sub-contractors and employees so that work does not cease during crib and lunch breaks. It is not intended that these arrangements breach any Award or Enterprise Agreement or other Agreement.

In order to provide the flexibility required for the working hours on this project, the ordinary hours of work shall be 8 hours per day between 7.00am and 6.00pm Monday to Friday. 7.00 a.m. and 6.00 p.m. on Saturdays.

Rostered days off (RDO's) may be changed with consultation and agreement, so as to coincide with the taking of gazetted public holidays or any other similar events, which can affect a significant proportion of employees and thus minimise absenteeism and provide greater flexibility for employees on such occasions.

Appropriate supervision, first aid trained personnel and first aid facilities will be provided on RDO's when worked and during shift work for site personnel.

The taking of RDO's may be altered with consultation and agreement in order to improve productivity by the exercising of a flexible arrangement in respect to the spreading of employees taking RDO's, which include consideration of the employers and the employee's needs. Where RDO's are banked the employer will maintain appropriate records.

All provisions of this award shall apply when an RDO is worked and shall be regarded as a normal day.

All demarcation disputes, which arise on the project, shall be resolved strictly in accordance with the procedures (Appendix 1). Work in dispute will continue normally while these discussions continue and until the dispute is settled.

There shall be no lost time from any dispute arising between the unions and any contractor or subcontractor while all the steps of the dispute settling procedure are being followed.

In the case of any areas of work being declared unsafe by the Project Manager in consultation with the Safety Committee, employees will be redirected to work in safe working areas. Work shall continue in any or all areas deemed to be safe by the Project Manager in consultation with the Safety Committee.

7. Project Safety

The project is committed to achieving the highest standards of health and safety on the project.

The Project Safety Management Plan provides the minimum Safety standards to be implemented on the Project and includes a Project Specific Induction, which is to be completed by all persons prior to commencement of work on the site. The induction covers the key safety topics of Project Personnel, Access and Site Hours, Emergency Evacuation Procedures, Site Policies, First Aid policies, Cleanliness and Housekeeping, High Risk Safety Areas and General Safety.

Contractors, subcontractors and employees on the project shall provide a safe place of work in accordance with their obligations under the *Occupational Health and Safety Act 2000*, *Occupational Health and Safety Regulation 2001*, applicable NSW WorkCover Codes of Practice and comply with the Project's Safety Management Plan.

Contractors and All subcontractors will be required to have their own Safety Plan, which have been developed in conjunction with their workers. Toolbox talks will be conducted to explain the plan and safety induction programs may be held for all contractors, subcontractors and employees. Each subcontractor will induct their employees in the contents of their individual safety plan and associated procedures.

No person shall work in a Class 1 or 2 risk assessed activity unless they have received training in the applicable safe work procedures for that activity.

All employers and employees are to be involved with on site safety and how it is to be implemented. Copies of approved Safe Work Procedures are to be registered and stored on site by the Project Manager or his representative. Safe Work Procedures are to be strictly adhered to.

Should a safety dispute arise as to whether one or more work areas are safe or not, the following procedures shall apply.

The area shall be immediately quarantined and employees moved to other safe areas of the project.

Employees shall not leave the site unless directed to do so by their employer or in the event of an emergency.

Both the contractor and employee representatives of the relevant Safety Committee involved will carry out immediate inspection of the affected work area.

The Project Manager or their representative in consultation with the Safety Committee will select the sequence of inspections of areas to ensure the earliest resumption of work for the majority of the workforce.

The inspection shall identify the safety rectification work required in each area.

As safety rectification work is agreed for each area, all relevant employees shall immediately commence such rectification works.

Upon verification by the Project Manager or his representative that such rectification has been completed, normal work will resume progressively in each area.

Should any dispute arise as to the rectification work required to any area, then the contractor will immediately call the designated NSW WorkCover inspector to recommend the required rectification work. The NSW WorkCover inspector's decision will be binding on all parties.

Nothing herein shall negate or contradict any obligations under The *Occupational Health and Safety Act 2000* and *Occupational Health and Safety Regulations 2001*.

Employees' elected safety representatives shall be allowed the necessary time off with pay to attend an accredited Occupational Health and Safety Committee training course and accredited safety refresher courses where these qualifications do not already exist.

Induction training will be provided in accordance with the requirements of the WorkCover Code of Practice - Safety Induction Training for Construction Work 1 April 1999.

8. First Aid

A properly equipped First Aid facility will be provided where site numbers require this. The facility will be provided with a certified First Aid Officer in accordance with the appropriate requirements of the Occupational Health and Safety Regulation 2001 (clause 20) and legislative provisions.

9. Amenities

Amenities on the project shall be of a consistent standard and shall comply with the standards laid down in the relevant Award, WorkCover Authority Code of Practice and/or State Legislation.

10. Drugs and Alcohol

Under no circumstances will any employee affected by alcohol or any drug be permitted to work on the project.

Further, no alcohol/drugs will be permitted on the construction site during working hours.

All contractors, subcontractors and employees will encourage the principles enunciated in the Building Trades Group of Unions Drug and Alcohol Policy to be adopted and implemented by the site safety committee for this project

11. Protective Clothing

Contractors and subcontractors will provide their employees engaged on site with protective clothing on the following basis.

Safety Footwear

Appropriate safety footwear shall be supplied on commencement if not already provided, to all persons engaged on site and will be replaced on a fair wear and tear basis, provided they are produced to the employer as evidence.

Clothing

Two sets of protective clothing (trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year as a result of fair wear and tear and are produced to the employer as evidence.

Jackets

Each person, after accumulated employment on site of 152 hours shall be eligible to be issued with one warm blue jacket or equivalent, which will be replaced once per calendar year on a fair wear and tear basis.

In circumstances where any employee(s) of either contractors or subcontractors are transferred to the project from another project where an issue of equivalent clothing was made, then such employee shall not be entitled to an issue on this project until the expiry of the calendar year or on a fair wear and tear basis.

Employees who receive from their employer an issue and replacement of equivalent clothing and/or safety footwear as part of the company's policy or EBA shall not be entitled to the provisions of this clause.

12. Workers Compensation and Insurance Cover

Contractors and subcontractors must ensure that ALL persons that they engage to work on the project are covered by workers compensation insurance.

Contractors, subcontractors and their employees must comply with the following steps to ensure expedited payment of workers compensation:

All employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury.

All employees will comply with requirements for making a workers compensation claim, including the provision of a medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer.

In cases where the employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.

Contractors and subcontractors must ensure that they are aware of and will abide by *Workers Compensation Legislation Amendment Act 2001*, which provide that:

The contractor/subcontractor shall keep a register of injuries/site accident book in a readily accessible place on site

All employees must enter in the register any injury received by the employee. The contractor/subcontractor must be notified of all injuries on site immediately.

An employer who receives a claim for compensation, or any other documentation in respect of a claim for compensation, must within 48 Hours of receipt, forward the claim or documentation, to their insurer together with supporting information.

An employer who receives a request from their insurer for further specified information must within the time frame specified by the insurer, after receipt of the request, furnish the insurer with the information as is in the possession of the employer or reasonably obtained by the employer.

An employer who has received compensation money from an insurer shall as soon as practicable pay the money to the person entitled to the compensation.

13. Training

The project delivery team will actively encourage contractors and subcontractors to develop specific employee training programmes that are appropriate to the needs of:

The project

Each contractor or subcontractor

Each employee

Training may be implemented during periods of inclement weather for those employees for whom work in an undercover work area is not available. Because such training could be available on demand (eg inclement weather), it may comprise in some part video material. Workshops conducted by each contractor and subcontractor, supplemented from time to time by material and/or presentations by others will make up the balance of the training provision.

There will be further discussions by all parties to identify training opportunities within the bounds of the respective enterprise agreement and/or other agreements but specific training opportunities are identified in the following areas:

Working safely

Work method statements - their preparation and use

Quality assurance

Literacy and Plan reading

Environmental Issues -noise, dust, run off, pollutants, recycling and waste minimisation.

It is also expected that additional training or information sessions may be generated from the varying construction systems and approaches, which will be employed on this site.

14. Project Specific Productivity Allowance

The implementation of the commitments and provisions of this award are intended to deliver substantial increases in efficiency, productivity and quality on this Project.

The improvements will be demonstrated through the achievement of Milestones and Targets. These Milestones and targets are structured to ensure the early delivery of the Project.

A Project Specific Productivity Allowance will be paid for achieving the Milestones and Targets.

The Project Specific Productivity Allowance shall be \$3.00 per hour for actual hours worked.

In the case that the milestones and targets are not met and there are no extenuating circumstances, the productivity payments may cease until work is back on programme to reach the next milestones and targets. This shall be done with consultation with the relevant unions and/or their representatives. This allowance is not subject to penalty or premium nor is it payable in standown situations. The allowance will remain in place without variation for the life of this award.

The Project Specific Productivity Allowance is in lieu of the provisions of clause 24.4 & 25 of the National Building and Construction Industry Award 2000, clause 16 of the Electrical Contracting Industry (State) Award 1992, and clause 10 of the National Metal & Engineering On-Site Construction Industry Award 1989, or relevant clauses in the appropriate award.

The Project Manager will ensure that this Award is contractually binding on all contractors and subcontractors. The above project specific productivity allowance is paid on top of any allowances within a company's Enterprise Agreement and/or other Agreement except where individual Enterprise Agreements specifically provide for the absorption, or part absorption of the Project Specific Productivity Allowance. There shall be absolutely no claim for the payment of the allowance contained in this clause, i.e. no double dipping.

This Project Specific Productivity Allowance is paid in recognition of productivity gains that are to be achieved through efficiencies gained arising from project wide co-ordination. This Project Specific Productivity Allowance shall absorb any industry Site and Project Allowances

15. Industry Convention

The parties are aware of the convention of some contractors and subcontractors in the building industry, making payments to their employees in excess of the relevant awards or enterprise agreements and/or other agreements, by private treaty or for incentive purposes or for the purpose of attracting labour and will not seek as a consequence to change this Project Award.

Project Conditions and Procedures

16. Award and Statutory Requirements

All Contractors and Subcontractors will abide by the terms of the Project Award, any relevant Enterprise Agreement and or other agreements, awards and statutory requirements.

All in payments and cash in hand payments designed to avoid award or statutory requirements are prohibited on the Project.

All parties acknowledge and agree that the Project Manager has the right to utilise one or more Contractors on the project for the performance of work and that all contracts are to be in writing.

17. Superannuation

Contractors and subcontractors shall comply with the applicable award or enterprise agreement and/or other agreement and legislative obligations in respect of superannuation. Contractors and Subcontractor who do not have or have not finalised Enterprise Agreements will contribute at \$75 per week into an agreed fund.

18. Redundancy

Contractors and subcontractors shall comply with the applicable award or enterprise agreement and/or other agreement and legislative obligations in respect of redundancy. Contractors and Subcontractors who do not have or have not finalised Enterprise Agreements will contribute into an agreed fund at \$60 per week.

19. Top Up Insurance/24-Hour Accident Cover

The contractors and Subcontractors engaged by the Company shall effect a Top up Worker compensation insurance/24 hour Accident Income Protection cover with an agreed Insurer at the agreed Industry level of benefits.

20. Job Delegates

Job delegates of the respective unions will be recognised by the Project Manager, the Contractors and their Subcontractors. The names of delegates should be advised to the Project Manager. Delegates will be given appropriate time to assist them in their duties.

In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegates shall be afforded paid time off work to attend relevant Union training courses.

21. Visiting Union Officials

Union officials (party to this award) before going on to the site, shall call at the site office and introduce themselves to a Management representative of the Company, prior to pursuing their union duties on site.

Union officials shall produce their Right of Entry permits if requested and observe the relevant award, the *Occupational Health and Safety Act* and Regulations and other statutory/legislative obligations for entry to the site.

Union officials with the appropriate credentials shall be entitled to inspect all wages books and payment records necessary to ensure that the subcontractors are observing the terms and conditions of this award and Subcontractors engaged on site.

All such wages books and payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided notice is given to the contractors and subcontractors and the Project Manager by the union. Such inspections shall not take place unless there is a suspected breach of this award or an appropriate Award or Act.

22. Demarcation Disputes

All demarcation disputes, which arise on the project, shall be resolved strictly in accordance with the principles of ACTU demarcation policy (Appendix 1). Work in dispute will continue normally while these discussions continue.

23. Dispute Settlement Procedure

- (a) Disputes on any work related or industrial matter should be dealt with as close to its source as possible. However, the Project Manager must be advised of all strategies and developments and be given the opportunity of attending all meetings.
- (b) An employee or the union delegate should initially submit any work related or industrial matter to the Contractors/Subcontractors, or site foreperson, supervisor or other appropriate site representative.
- (c) If the issue remains unresolved the union delegate may then submit the issue to the appropriate senior management person of the Contractor/Subcontractor.
- (d) If the issue remains unresolved the relevant union organiser may have direct discussion with the appropriate senior management person of the particular Contractor/Subcontractor. At this stage the Project Manager will be notified of the matters in dispute and requested to assist.
- (e) Whilst the above procedures are being followed, work shall continue normally. Each party must ensure each step of the above procedure is followed within reasonable time frames.
- (f) Should the matter remain unresolved after the direct discussions between the union and management there shall be a 48-hour cooling off period.
- (g) Should the matter remain unresolved after the cooling off period, it shall be referred to the Australian Industrial Relations Commission for mediation, conciliation or if necessary arbitration.
- (h) The parties to this award commit themselves to accepting any recommendation or direction given by the Australian Industrial Relations Commission in respect of any reference to the Commission under subclause (g).
- (i) This dispute settlement procedure applies to health and safety issues except that work should not continue in any area where there is an immediate risk of injury.

24. Site Meetings

Meetings of employees on site are recognised as a means to ensure effective communication. To this end, one hour paid mass meetings shall be held as required but not exceeding one per month. The parties agree that they will confer before any such meeting so as to arrange a time that will minimise disruption to production.

25. Work Practices

In line with industry reforms and project innovations, employees are to be employed to the total capacity of their qualifications and experience. Restrictive work and or management practices that interfere with the efficient utilisation of labour are not acceptable on the project.

26. Apprenticeship Provision

All companies agree to maintain, where the company undertakes trade work, an appropriate ratio of apprentices to trades people.

The ratio will not be less than one (1) apprentice for each four (4) tradesperson where applicable. This provision shall be applicable to companies who do trade work and engage twenty (20) or more employees.

Any dispute in respect of the application of this clause will be settled in accordance with clause 23 of this award without recourse to industrial action.

27. Immigration Compliance

All parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed Australian citizens. Where there is a concern that a subcontractor on the project is engaging illegal immigrants, the principal contractor will act decisively to ensure compliance.

28. No Extra Claims

The parties hereby undertake to make no extra claims during the duration of this project.

29. Definitions

Award - The Federal and State Awards outlined in Appendix 3.

Main Contractor - WALTER - Vivendi Joint venture

Project - Illawarra Wastewater Strategy.

Contractors and Subcontractors - Contractors and subcontractors contracted to carry out specific sections of the work on the project.

30. Not to be used as a Precedent

The provisions of this Award will not be used by any party as a precedent on any other project or for any other purpose.

This Award will not be used as an instrument for any flow on of this clause to any other site that has a Project Agreement or Award already in place.

31. Anti-Discrimination

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

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

NOTES

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

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

32. Signatories

On behalf of WALTER - Vivendi Joint Venture	Date:
On behalf of Construction, Forestry, Mining and Energy Union (New South Wales Branch)	Date:
On behalf of The New South Wales Plumbers and Gasfitters Employees' Union	Date:
On behalf of Electrical Trades Union of Australia, New South Wales Branch	Date:
On behalf of The Australian Workers' Union, New South Wales	Date:
On behalf of Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch	Date:
On behalf of Transport Workers' Union of Australia, New South Wales Branch.	Date:
On behalf of Labour Council of New South Wales.	Date:

APPENDIX 1

Procedure for Demarcation Dispute

1. Settlement within the Union Movement

ACTU Congress re-affirms its view that effective and speedy procedures for the settlement of demarcation and inter-unions membership dispute between unions are essential for the continued unity of the trade unions movement. With this objective in mind, Congress states that:

- (a) Demarcation disputes should be resolved by agreement between the unions concerned
- (b) Where agreement cannot be achieved directly between the unions concerned, the unions should notify the ACTU or the State Branch of the ACTU in the relevant State
- (c) Affiliated unions should not refer demarcation disputes to industrial tribunals unless there has been a reasonable opportunity to discuss the issues within the union movement

2. Machinery for Dealing with Demarcation Disputes

Upon notification of the demarcation or inter-unions membership dispute, the ACTU or the relevant State Branch shall constitute special machinery to facilitate the settlement of the dispute. The machinery may take the form of:

- (a) A panel consisting of an ACTU and/or State Branch nominee and an equal number of representatives from each of the unions concerned in the dispute
- (b) A panel consisting of an independent chairperson and other members as agreed between the unions concerned in the dispute or
- (c) Reference of the dispute to the relevant industry group or groups.

In the establishment of machinery to deal with a demarcation dispute, the matter to be considered will include:

- (a) the attitude of the unions concerned and their willingness to accept the decision of the panel or group
- (b) the likelihood of a stalemate as a consequence of the composition of the panel
- (c) the position of the unions concerned as to recourse to an industrial tribunal
- (d) the need for the work of the panel or group to proceed in an informal way
- (e) The need for the unions concerned to freely put their case before the panel or group.

3. Guidelines

The guidelines to be followed by a panel or group in the settlement of a demarcation or inter-unions membership dispute shall be consistent with ACTU policy. The guidelines adopted shall be such as to ensure that all relevant matters are considered including the constitutional rights of the unions involved and the merits of the matters in dispute. Without limiting the panel or group, the consideration of the merits shall be based on:

- (a) Historical aspects eg. custom and practice
- (b) relevance of wage rates and working conditions for the workers concerned
- (c) the attitude of the workers concerned
- (d) Other specific qualifications and considerations.

APPENDIX 2

Programme Milestone and Target Dates

Bioreactor structure ready for hydrostatic	27 November 2002
Complete transfer pipeline horizontal directional drilling	21 December 2002
Complete filter bed structure	09 May 2003
Reinstate ocean outfall sand dunes	08 July 2003
Complete electrical fitout of the filterblock	30 September 2003
Cut into new 600mm diameter rising mains at Bellambi SSTP	13 October 2003
Refurbish existing grit chambers at Wollongong STP	06 December 2003

Decommission existing digesters at Port Kembla SSTP

12 February, 2004

Refit sedimentation tank number two at Port Kembla SSTP

30 August, 2004

APPENDIX 3

Federal Awards

National Building and Construction Industry Award

National Metal and Engineering On-Site Construction Industry Award 1989

Electrical Contracting Industry Award 1992

Plumbing Industry (New South Wales) Award 1983

Sprinkler Pipe Fitters Award 1975

Mobile Crane Hiring Award 1988

State Awards

Building and Construction Industry Labourers' On-Site (State) Award

Building Tradesman (State) Construction Award

Electrical Contracting Industry (State) Award

Metal and Engineering Industry (NSW) Interim Award

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(1654)

SERIAL C1630

JOHN HOLLAND PTY LIMITED STOCKLANDS WETHERILL PARK PROJECT AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Master Builders' Association of New South Wales, industrial organisation of employers.

(No. IRC 5443 of 2002)

Before The Honourable Justice Kavanagh

11 October 2002

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Introduction
3.	Objectives
4.	Definitions
5.	Application
6.	Duration
7.	Industry Standards
7.1	Superannuation and Redundancy
7.2	Top Up/24 Hour Income Protection Insurance
7.3	Project Productivity allowance
8.	Environment, Health, Safety and Rehabilitation (EHS&R)
8.1	Induction
8.2	Environment, Health and Safety Plans
8.3	The Safety Committee
8.4	Safety Procedures
8.5	OH&S Industry Induction
8.6	Formwork Safety
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9.1	Employer specific disputes
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11.3	Maximising Working Time
11.4	Hours of Work
12.	Immigration Compliance
13.	Long Service Compliance
14.	No Extra Claims
15.	No Precedent
16.	Union Rights

- 16.1 Visiting Union Officials
- 16.2 Workplace Delegates
- 16.3 Union Membership
- 16.4 Site Delegate
- 17. Australian Content
- 18. Protective Clothing
- 19. Workers Compensation and Insurance Cover
- 20. Apprentices
- 21. Training and Workplace Reform
- 22. Project Death Cover
- 23. Anti-Discrimination
- 24. Personal/Carers Leave
 - 24.1 Use of Sick Leave
 - 24.2 Unpaid Leave for Family Purpose
 - 24.3 Annual Leave
 - 24.4 Time-off in Lieu of Payment for Overtime
 - 24.5 Make-up Time
 - 24.6 Rostered days off
- 25. Enterprise Bargaining Agreements
- 26. Observance of Award and Statutory Requirements
- 27. Execution

Annexure A - Parties

Annexure B - Authority of obtain from DIMA details of
immigration status

Annexure C - Stockland and Wetherill Park Project

2. Introduction

The Parties to this Award acknowledge that enterprise bargaining is an appropriate way for employers and employees (and their unions) to settle fair terms and conditions of employment. The Parties acknowledge and agree that the integrity of enterprise agreements and awards must be maintained.

The Parties also acknowledge that the building industry has special features, which may require the Parties to enter into agreements applicable to a particular project. This Award is intended to supplement existing enterprise agreements and be a framework document to assist the Employers in management of Project specific issues. It is recognised that this Award is not intended to extend the traditional coverage of the Union Parties nor is it intended to cover works not within the scope of works given to John Holland Pty. Ltd. by their client.

3. Objectives

3.1 The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:

- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
- (b) Continued development of more effective management practices;
- (c) Continued development of communication processes which facilitate participation by all Employers, Employees and Unions;
- (d) Introduction of new technology and associated change to enhance productivity;
- (e) Improved quality of work;
- (f) Increased scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees.

- (g) Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
- (h) Provision of high standards of occupational health & safety on the Project;
- (i) Improved impact of the Project on the environment;
- (j) Implementation of this Award, and compliance with all relevant statutory provisions;
- (k) Elimination of unproductive time;
- (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
- (m) Improved wages and conditions for all employees working on the project;
- (n) Increased leisure time for employees by eliminating excessive hours of work.
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.

4. Definitions

"Award" means this Stockland Wetherill Park Project Award 2002 made between the Parties.

"John Holland Pty. Ltd." means John Holland Pty. Ltd of 235 Pyrmont street, Pyrmont, NSW, 2009.

"Code of Practice" means the New South Wales Government Code of Practice for the Construction Industry.

"Employee" means a person engaged by an Employer and who performs work on the Project.

"Employer" means John Holland Pty. Ltd. and/or any subcontractor engaged by John Holland Pty Ltd to work on the Project, including subcontractors' respective subcontractors plus other subcontractors engaged by John Holland Pty. Ltd. and/or subcontractors for this project post Award signing.

"Enterprise Agreement" means an agreement registered or certified under the *Workplace Relations Act* (Cth) 1996 or approved under the *Industrial Relations Act* (NSW) 1996.

"EHS&R" means Environment Health Safety and Rehabilitation.

"Environment Health Safety and Rehabilitation Policy" means either of the plan or policy devised and implemented by the Project Manager for the Project (as amended from time to time).

"Monitoring Committee" means the committee established under clause 10 of this Award.

"Parties" means the Employers, and the Unions referred to in Annexure A.

"Practical Completion" means the completion of the Project where the building is fit for occupancy and/or purpose.

"Programme Milestones" means the milestones listed in Annexure C as amended by the Monitoring Committee from time to time.

"Project" means the construction works contracted to John Holland Pty. Ltd. at Stockland Shopping Mall, Wetherill Park.

"Project Manager" means the Project Manager (Delivery) for the Project appointed by John Holland Pty Ltd from time to time.

"Safety Committee" means the site safety committee formed under the *Occupational Health and Safety Act* (NSW) 2000.

"Unions" means each of the Unions listed in Part 2 of Annexure A.

5. Application

- 5.1 This Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- 5.2 Where John Holland Pty. Ltd. engages sub-contractor/s, it shall make it a condition of any contract that it enters into with its sub-contractor/s that they will not employ or otherwise engage persons on wages and conditions, which are less favourable than those set out in this project award.
- 5.3 By entering this Award, the Parties intend to enter legal relations and acknowledge and agree that the terms of this Award will create a binding contract.
- 5.4 The Parties also acknowledge and agree that the terms of this Award form part of the tender conditions for work on this Project.
- 5.5 This Award is generally intended to supplement and co-exist with the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, the Labor Council and the Unions, to manage those issues on the Project which affect more than one Employer.

6. Duration

- 6.1 This Award shall operate on and from 1 May 2002 until Practical Completion

7. Industry Standards

- 7.1 Superannuation and Redundancy
 - (a) The employer must comply with its Building Award, Enterprise Agreement and legislative obligations in respect of superannuation and redundancy.
 - (b) The Parties acknowledge that a minimum contribution of \$80.00 per week rising to \$90 per week after 1st July 2002 will be paid into the superannuation fund nominated in the Building Awards being CBUS; NESS; STA, TWU Superannuation Fund or other schemes approved by the Parties
 - (c) The Employers will make a contribution of \$56 per week rising to \$61 per week after 1st July 2002 into ACIRT or MERT or other schemes approved by the Parties.
- 7.2 Top Up/24 Hour Income Protection Insurance
 - (a) Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the CTAS scheme or other similar schemes, which are approved by the Parties.
- 7.3 Project Productivity Allowance
 - (a) The Employer will pay a productivity allowance for persons engaged on the project of \$1.25 for each hour worked on the Project, in exchange for the productivity work practices detailed within this Award and the achievement of Programme Milestones listed in Annexure C.
 - (b) The productivity allowance shall be paid at a flat rate and shall not attract any premium or penalties.

(c) Transport Drivers

(i) Employees - Rate of Pay -

It is further agreed that any Transport Worker carrying out work relating to the Project will be paid, in addition to his/her Award or Enterprise Agreement rate of remuneration, any applicable Project productivity allowance, provided that the driver had had a regular involvement of two (2) hours or more on any day with the project.

(ii) Contract Carrier -

The Parties agree that all Contract carriers involved in the Transport Industry shall be paid the rates of pay applicable under the Transport Industry Excavated Materials Contract Determination for the cartage of materials to, on and from the site.

(iii) GST -

Rates paid to contractor's carriers, including any applicable project productivity allowance, shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid to the carrier for contracts of carriage (the GST amount). The total fee payable to the contract carrier shall be the sum of the remuneration payable and the GST Amount.

8. Environment, Health, Safety and Rehabilitation (EHS&R)

8.1 Induction

- (a) All Employees must attend an agreed EHS&R site induction course on commencement of engagement on site.

8.2 Environment, Health and Safety Plans

- (a) All Employers must submit an environment, health safety and rehabilitation management plan in accordance with relevant legislation. These plans should include evidence of:
- (i) risk assessment of their works;
 - (ii) hazard identification, prevention and control;
 - (iii) planning and re-planning for a safe working environment;
 - (iv) industry and trade specific induction of Employees;
 - (v) monitoring performance and improvement of work methods;
 - (vi) reporting of all incidents/accidents;
 - (vii) compliance verification; and
 - (viii) regular EHS&R meetings, inspections and audits of the Project.

8.3 The Safety Committee

- (a) The Safety Committee will be properly constituted with an agreed constitution. All members of the safety committee will undertake a agreed Occupational Health and Safety training with Comet Training or other approved providers.

8.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.
- (b) If the Project Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Project Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.
- (c) The Parties agree that pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those employers may direct employees to move to a safe place of work. No employee will be required to work in any unsafe area or situation.

8.5 OH&S Industry Induction

No person will be engaged on site unless he/she has completed the WorkCover NSW Accredited OH&S Industry Induction Course.

8.6 Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an employee does not have a Certificate of Competency, Comet Training or other approved providers will be contacted to assess the qualifications of the relevant employee.

8.7 Temporary Power/Testing and Tagging

In order to maintain the highest standards of safety in regard to the use of electricity during construction, it is agreed that the temporary installation is installed strictly in accordance with AS 3012 (1995). All work is to be carried out by qualified electrical tradesperson. Testing and tagging is to be carried out only by qualified electrical tradesperson.

9. Dispute Resolution

One of the aims of this Award is to eliminate lost time in the event of a dispute and to achieve prompt resolution of any dispute.

9.1 Employer Specific Disputes

In the event of a dispute or conflict occurring specifically between an Employer and its Employees or their representative Union, the following procedure will be adopted:

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of the Employer and the Union delegate;
- (c) Discussion between site management representatives of the Employer and the Union organiser;
- (d) Discussion between senior management of the Employer, John Holland Pty. Ltd. and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and John Holland Pty. Ltd. NSW Operations Manager (or nominee);
- (f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations

Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).

- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

9.2 Project Wide Disputes

In the event of a dispute or conflict affecting more than one Employer occurring, the following procedure will be adopted:

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of John Holland Pty. Ltd. and the Union delegate;
- (c) Discussion between site management representatives of John Holland Pty. Ltd. and the Union organiser;
- (d) Discussion between senior management of John Holland Pty. Ltd. and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and John Holland Pty. Ltd. NSW Operations Manager (or nominee);
- (f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).
- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

9.3 Demarcation Disputes

In the event that a dispute arises which cannot be resolved between the relevant Unions, the Unions agree to the following dispute settling procedure:

- (a) Work shall continue without interruption or dislocation during discussion and resolution of disputes.
- (b) Discussion between the Labor Council of New South Wales and the Unions to try to resolve the dispute.
- (c) If the dispute is not resolved after step (b), either Union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).

10. Monitoring Committee

- 10.1 The Parties may establish a committee to monitor the implementation of this Award.
- 10.2 This Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- 10.3 The Monitoring Committee will determine if milestones have been met as required by subclause 7.3.

- 10.4 Where any industrial action has occurred outside the strict adherence of the dispute settling procedures and, where such action is primarily responsible for the milestone dates not being met, the Monitoring Committee may withhold or suspend payment of The Project Productivity Allowance. If no agreement can be reached by the Monitoring Committee, the matter will be referred back to the Commission for determination.

11. Productivity Initiatives

11.1 Inclement Weather

- (a) The Parties to this Award will collectively commit to the minimisation of lost time due to inclement weather.
- (b) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:
 - (i) Adoption of a reasonable approach regarding what constitutes inclement weather;
 - (ii) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Parties, useful work is available in that area or site and that work is within the scope of the Employee's skill, competence and training consistent with the relevant classification structures (provided that the Employer shall provide transport to such unaffected area where necessary);
 - (iii) Where the initiatives described in (b) above are not possible, the use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
 - (iv) All Parties are committed to an early resumption of work following any cessation of work due to inclement weather;
 - (v) The Parties agree the practice of "one out, all out" will not occur.

11.2 Rostered Days Off

- (a) A procedure for the implementation of Rostered Days Off (RDOs) will be agreed on the Project, the purpose of which is to:
 - (i) increase the quality of working life for Employees; and
 - (ii) increase the productivity of the Project.
- (b) A roster of RDOs will be prepared, following consultation with the workforce and Parties to this Award.
- (c) Records of each Employee's RDO accruals will be recorded on the employees pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.
- (d) Where practicable, Saturday work prior to the published industry RDO's will not be worked.

11.3 Maximising Working Time

- (a) The Parties agree that crib and lunch breaks may be staggered for Employees so that work does not cease during crib and lunch. There will be no unreasonable interruption of the comfort of employees having lunch with the amenities to be maintained in a clean and hygienic state at all times.

11.4 Hours of Work

- (a) Ordinary hours of work shall be 8 hours per shift between 6.00am and 6.00pm Monday to Friday. However, ordinary hours may commence from 5.00am by agreement between the Employer, Employee and relevant Union.

12. Immigration Compliance

- 12.1 The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by John Holland Pty. Ltd. of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, John Holland Pty Ltd will act decisively to ensure compliance.
- 12.2 Employers are required prior to employees commencing work on-site to check the legal right of employees to work. The authorization form attached to this Award as per Appendix B will assist in providing evidence of the employee's legal status.

13. Long Service Compliance

- 13.1 If applicable, and in accordance with the *NSW Building and Construction Industry Long Service Leave Act*, no Employee will be engaged on site unless he or she is a worker registered with the NSW Long Service Payments Corporation. All Employers (if applicable) engaged on site will be registered as employers in accordance with the NSW Building and Construction Industry Long Service Payments Act and will strictly comply with their obligations.

14. No Extra Claims

- 14.1 The Parties agree that they will not pursue extra claims in respect of matters covered by this Award (including but not limited to any claim for a disability allowance) during the term of this Award.

15. No Precedent

- 15.1 The Parties agree not to use this Award as a precedent and that this Award will in no way create a claim for flow-on of on-site wage rates and conditions.

16. Union Rights

The Parties to this Award acknowledge the right of employees to be active union members and respect the right of unions to organise and recruit employees. The Parties to this Award also acknowledge that good communication between union officials, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

16.1 Visiting Union Officials

- (a) Union officials (party to this Award) when arriving onsite, shall call at the site office and introduce themselves to a Management representative of the Employer, prior to pursuing their union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe the relevant Building Awards, the Occupational Health and Safety Act and Regulations, and other statutory/legislative obligations for entry to the site.

- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.
- (d) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided notice is given to the Employers and the Project Manager by the Union.
- (e) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Building Awards, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other Employer Statutory requirements

16.2 Workplace Delegates

DEFINITION

In this clause the expression "delegate" means an employee who is the accredited representative of the Union at an employer's work place, and if there is more than one delegate in respect of the workforce of that employer then the expression "delegate" means each and every such delegate so accredited by the Union in relation to that employer's workforce.

- (a) Rights of the Delegate
 - (i) The Parties acknowledge it is the sole right of the Union and its members to elect the delegate for each work site, who shall be recognised as the authorised representative of the Union at the site.
 - (ii) The delegate shall have the right to approach or be approached by any employee of the employer to discuss industrial matters with that employee during normal working hours.
 - (iii) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:
 - moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;
 - changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded;
 - disrupting duly organised meetings.
 - (iv) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members:
 - at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;
 - the introduction of new technology and other forms of workplace change;
 - Career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of members.
 - Ensuring that workers on site are paid their correct wages, allowances and other lawful entitlements.
 - To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.

- (v) In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegate shall be afforded the following rights:

the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;

at least 10 days paid time off work to attend relevant Union training courses/forums;

paid time off to attend meetings of delegates in the industry, as authorized by the relevant union.

- (vi) The employer of a delegate shall provide to the delegate the following:

a lockable cabinet for the keeping of work related records;

a lockable notice board for the placement of Union notices at the discretion of the delegate;

where practicable, and only if agreed by the Parties, a union office;

where a union office is not practicable or agreed by the Parties, access to a meeting room;

use of the telephone for legitimate union business associated with the Project;

from existing resources, and when required for legitimate project related union business, access to:-

a word-processor, typewriter;

e-mail;

a photocopier or facsimile machine.

- (vii) There shall be no deduction to wages where the Union requires a delegate to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the workplace.

16.3 Union Membership

Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership.

To assist in this process the Employer shall:

- (a) If requested by the union, and on the written authority of the employee, provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly basis with enough information supplied to enable the union to carry out a reconciliation;
- (b) Supply all employees with a union application form at the same time as employees are provided with their taxation declaration form;
- (c) Provide the union with access to talk to new employees at induction training;
- (d) Nothing in this clause shall be contrary to the relevant legislation.

6.4 Site Delegate

The Parties to this Award recognise that the Project workforce will elect a Site Delegate who shall be the Principal spokesperson for the Site workforce/delegates.

17. Australian Content

- 17.1 The Project Manager shall endeavour to maximise Australian content in materials and construction equipment on the Project where practical and feasible.

18. Protective Clothing

- 18.1 Employers will provide their Employees engaged on site with legally produced Australian made protective clothing and footwear on the following basis:

(a) Safety Footwear

Appropriate safety footwear shall be supplied on commencement if not already provided, to all persons engaged on site and will be replaced on a fair wear and tear provided they are produced to the Employer as evidence.

(b) Clothing

Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year as a result of fair wear and tear and are produced to the Employer as evidence.

(c) Jackets

Each person, after accumulated employment on site of 152 hours shall be eligible to be issued with warm bluey jacket or equivalent, which will be replaced once per calendar year on a fair wear and tear basis.

- 18.2 In circumstances where any Employee(s) of Employers are transferred to the Project from another project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue to this Project until the expiry of the calendar year or on a fair wear and tear basis.
- 18.3 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or EBA shall not be entitled to the provisions of this clause
- 18.4 Employers will consult with the Labor Council of NSW to be provided with a list of recommended Australian Manufacturers who do not use illegal or exploited labour in the manufacturing of their work clothes.

19. Workers Compensation and Insurance Cover

- 19.1 Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.
- 19.2 John Holland Pty. Ltd. will audit Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.
- 19.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:
- (a) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury

- (b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer, and their supervisor.
 - (c) In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- 19.4 Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act* 1998, which provide that:
- (a) The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;
 - (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The employer must notify the insurer within 48 hours of a significant injury;
 - (c) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
 - (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
 - (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 19.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the employer shall notify the relevant union as soon as possible.
- 19.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

20. Apprentices

- 20.1 As part of the Project's commitment to industry training, a ratio of one apprentice/ trainee to every five tradespersons within each Employer's workforce is to be maintained.

21. Training and Workplace Reform

- 21.1 The Parties are committed to achieving improvements in productivity and innovation through cooperation and reform. Employers are expected to demonstrate their commitment to develop a more highly skilled workforce by providing their Employees with career opportunities through appropriate access to training and removing any barriers to the use of skills acquired.

22. Project Death Cover

- 22.1 John Holland Pty. Ltd. will guarantee that the legal beneficiary of any employee who dies as a consequence of working on the project will be paid a death benefit of \$25,000. Such benefit shall be paid within fourteen (14) days of the production of appropriate documentation. This payment shall be in addition to any other entitlement that might be paid to the beneficiary as a consequence of the death of the employee.

23. Anti-Discrimination

- 23.1 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 ground of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 23.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with 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.
- 23.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 23.4 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.
- 23.5 This clause does not create legal rights or obligations in addition to those imposed upon the Parties by legislation referred to in this clause.

NOTES

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

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

24. Personal/Carers Leave

24.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 24.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, 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 spouse of the Employee; or

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

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

a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or

a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other: and

"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.

24.2 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 24.1 (c)(ii) above who is ill.

24.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), 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 24.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

24.4 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 twelve (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 according with paragraph 24.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 24.4(a), the Employee shall be paid overtime rates in accordance with the award.

24.5 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 a later time), at the shift work rate, which would have been applicable to the hours taken off.

24.6 Rostered days off

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

25. Enterprise Bargaining Agreements

The Unions, party to this award, acknowledge their objective that all contractors/sub-contractors including transport companies should have in place appropriate enterprise agreements with the relevant unions.

- 25.1 This Award is intended to operate in conjunction with, and as a supplement to, a subcontractor's enterprise bargaining agreement.
- 25.2 The Parties agree to minimize the impact of any industrial action on the project that may arise out of the negotiation or renegotiation of subcontractors' enterprise bargaining agreements (EBA's).
- 25.3 All subcontractors will be encouraged by the unions to have enterprise bargaining agreements.
- 25.4 Where conditions relating to amounts and method of payment of Project productivity/site Allowances are specifically mentioned in a sub contractor's enterprise agreement and are at variance with the conditions of this Award, then discussions will take place between the Parties to seek a resolution.

26. Observance of Award and Statutory Requirements

- 26.1 All contractors and subcontractors including transport companies shall abide by the conditions of relevant awards, and or enterprise bargaining agreements and all statutory obligations.
- 26.2 The parties agree that 'all-in' payment and or 'cash-in-hand' payments, (i.e. a payments designed to avoid tax, and statutory/EBA entitlements) and sham subcontract arrangements will not be accepted on site. Where such practices are identified they will be immediately stopped.
- 26.3 John Holland Pty. Ltd. in association with the accredited site union delegate will check monthly payments related to superannuation, redundancy and extra insurance to ensure payments for employees have been made by subcontractors engaged on the site, as required.
- 26.4 Each subcontractor engaged on site will be specifically advised and monitored as required regarding compliance with their lawful obligations with respect to payroll tax.

- 26.5 When an employer receives a statement pursuant to Section 127(3) of the *Industrial Relations Act* 1996 (NSW) they shall provide the union delegate on site with a copy of such statement within 7 days, if requested.
- 26.6 The union delegate or union official shall advise John Holland Pty Ltd if they believe the information which has been provided by the subcontractor is not correct.

27. Execution

Signed for and on behalf of the Labor Council of New South Wales by:

Print Name:

Date:

Signed for and on behalf of the Construction, Forestry, Mining and Energy Union (New South Wales Branch) by:

Print Name:

Date:

Signed for and on behalf of the Communication Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia (NSW) Branch - Plumbing by:

Print Name:

Date:

Signed for and on behalf of Electrical Trades Union of Australia, New South Wales Branch by:

Print Name:

Date:

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch (also known as AMWU) by:

Print Name:

Date:

Signed for and on behalf of the Transport Workers' Union of Australia, New South Wales Branch by:

Print Name:

Date:

Signed for and on behalf of John Holland Pty. Ltd. by:

Print Name:

Date:

ANNEXURE A

(Parties)

PART 1

EMPLOYERS:

John Holland Pty. Ltd.

Sub-contractors of John Holland employed to undertake works on the Project.

PART 2**UNIONS:**

Labor Council of New South Wales

Construction, Forestry, Mining and Energy Union (New South Wales Branch)

Electrical Trades Union of Australia, New South Wales Branch

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch (also known as AMWU)

Transport Workers' Union of Australia, New South Wales Branch

ANNEXURE B

Authority to obtain from DIMA details of immigration status

I, (Family name)

(Given name(s))

Date of birth:

Nationality:

Visa number:

Passport number:

authorise the Department of Immigration and Multicultural Affairs (DIMA) to release by fax to(Name of employer representative)

details of my immigration status and entitlement to work legally in Australia.

This information will only be made available to a representative of a principal contractor and authorised trade union officer on request.

I also understand the above-named will only use this information for the purpose of establishing and verifying only my legal entitlement to work in Australia and for no other purpose.

Signed:

Dated:

Name of employer:

Phone:

Fax:

Please send or fax this form to:

The Department of Immigration and Multicultural Affairs

Phone: (02) 9258 4730

Fax: (02) 9258 4763

ANNEXURE C**STOCKLAND WETHERILL PARK PROJECT**

TARGET PROGRAMME MILESTONES

Milestone	Works Description	Target Date
1	Complete Precast Erection	14 September 2002
2	Erect Structural Steel North Grid 48	9 October 2002
3	Hand Over Target	3 February 2003
4	Overall Project Completion	29 April 2003
5		
6		

NOTE:

1. The above "Target Programme Milestones" are provided to generally achieve or better the original Contract Programme. It is acknowledged that these milestone may be adjusted from time to time by the Monitoring committee in order to reflect unavoidable project delays.
2. The first milestone assessment date shall be 14 September, 2002 and regularly thereafter. Payments shall be made progressively on a weekly basis if it is agreed by the Monitoring Committee that the milestones for the project are being or have been met, in accordance with this Award.
3. If, at any time, the Monitoring committee cannot agree that the milestones are being or have been met, then Productivity Incentive Payments may be suspended until the matter is resolved in accordance with this Award.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(548)

SERIAL C1571**PRIVATE HOSPITAL EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Health and Research Employees' Association of New South Wales, industrial organisation of employees.

(No. IRC 4619 of 2002)

Before Commissioner McLeay

4 September 2002

VARIATION

1. Delete subclause (ii) of clause 3, Wages, of the award published 25 January 2001 (321 I.G. 1008), as varied, and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be off-set against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May, 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Current rate \$/week	SWC 2002 adjustment \$/week	Wage Rate as From 13.9.2002 \$/week
Administrative Staff -			
Clerk - Age Scale: Under 18 years of age	288.40	3.5%	298.50
Clerk - Grade I			
First year of service	457.30	18.00	475.30
Second year of service	470.60	18.00	488.60
Third year of service	482.70	18.00	500.70
Fourth year of service	492.70	18.00	510.70
Fifth year of service and thereafter	502.70	18.00	520.70
Clerk - Grade II			
First year of service	519.30	18.00	537.30
Second year of service and thereafter	534.30	18.00	552.30
Clerk - Grade III			
First year of service	549.60	18.00	567.60
Second year of service and thereafter	562.90	18.00	580.90
Clerk - Grade IV			
First year of service	575.70	18.00	593.70
Second year of service and thereafter	587.50	18.00	605.50
Clerk - Grade V			
First year of service	603.10	18.00	621.10
Second year of service and thereafter	615.60	18.00	633.60
Provided that employees on the Age Scale who are substantially engaged on stenographic duties, or as a comptometer or ledger posting machine operator, shall be paid a weekly allowance as part of salary of the amount per week set out in Item 12 of Table 2 - Other Rates and Allowances.			
Central Sterile Supply Department Aides - Junior Scale - Under 18 years of age	320.10	3.5%	331.30
Adult -			
First year of service	486.10	18.00	504.10
Second year of service	493.90	18.00	511.90
Third year of service and thereafter	501.80	18.00	519.80

Assistant Supervisor of C.S.S.D. 500 beds and over	590.90	18.00	608.90
200 but less than 500 beds	537.50	18.00	555.50
100 but less than 200 beds	520.10	18.00	538.10
Supervisor of C.S.S.D. 500 beds and over	689.30	18.00	707.30
200 but less than 500 beds	638.30	18.00	656.30
100 but less than 200 beds	590.90	18.00	608.90
Central Sterile Supply Department Aides, other than Supervisors and Assistant Supervisors, who possesses the Sterilising Certificate shall be paid an allowance of the amount per week set out in Item 13 of Table 2 - Other Rates and Allowances			
Maintenance Staff			
Boiler Attendant - Certificated	490.60	18.00	508.60
With maintenance of Plant Duties	495.50	18.00	513.50
Where a boiler attendant attends to more than one boiler and/or performs work other than that of a boiler attendant he shall be paid an additional amount per week as set out in Item 14 of Table 2 Other Rates and Allowances			
Maintenance Supervisor (Non- Tradesman) - In charge of staff	569.50	18.00	587.50
Otherwise	557.60	18.00	575.60
Maintenance Supervisor (Tradesman)- In charge of staff	646.00	18.00	664.00
Otherwise	604.00	18.00	622.00
Engineer (Certificated) - First year of service	666.30	18.00	684.30
Second year of service and thereafter	707.70	18.00	725.70
Nuclear Medicine Department			
Nuclear Medicine Technologist - First year of experience	558.30	18.00	576.30
Second year of experience	573.20	18.00	591.20
Third year of experience	600.30	18.00	618.30
Fourth year of experience	627.40	18.00	645.40
Fifth year of experience	655.70	18.00	673.70
Sixth year of experience	684.10	18.00	702.10
Seventh year of experience	713.50	18.00	731.50
Eighth year of experience and thereafter	746.90	18.00	764.90

Senior Nuclear Medicine Technologist	804.00	18.00	822.00
Chief Nuclear Medicine Technologist - Grade I	921.20	18.00	939.20
Grade II	977.60	18.00	995.60
Other Medical/Technical Staff Group			
Anaesthetic and Operating Theatre Technician - With Diploma	520.70	18.00	538.70
Provided that an Anaesthetic and Operating Theatre Technician who is the possessor of a Diploma issued by the Australian Society of Anaesthetic and Operating Theatre Technicians Shall be paid.	543.80	18.00	561.80

Senior Anaesthetic and Operating Theatre Technician	556.10	18.00	574.10
Electro-Cardiograph Recorder/ Technician -			
First year of experience	520.70	18.00	538.70
Third year of experience and thereafter	529.10	18.00	547.10
Senior Electro-Cardiograph Recorder/Technician	541.30	18.00	559.30
Heart/Lung Assistant	528.90	18.00	546.90
Heart/Lung Technician	553.20	18.00	571.20
Neurophysiological Technician -			
First year of experience	543.80	18.00	561.80
Second year of experience	556.10	18.00	574.10
Senior Neurophysiological Technician			
Grade I	568.70	18.00	586.70
Grade II	607.70	18.00	625.70
Grade III	658.60	18.00	676.60
Surgical Bootmaker -			
First year of experience	548.20	18.00	566.20
Second year of experience and thereafter	555.70	18.00	573.70
Orthotist -			
First year of service	548.30	18.00	566.30
Second year of service	558.60	18.00	576.60
Third year of service	567.70	18.00	585.70
Fourth year of service and thereafter	575.90	18.00	593.90
Chief Orthotist -			
Sole, or in charge of one other	604.90	18.00	622.90
Chief Orthotist -			
In charge of two or more orthotists			
First year of service	604.90	18.00	622.90
Second year of service and thereafter	622.90	18.00	640.90
Wardsperson -			
First year of service	485.60	18.00	503.60
Second year of service and thereafter	488.70	18.00	506.70
Surgical Dresser -			
First year of service	490.50	18.00	508.50
Second year of service	494.10	18.00	512.10
Third year of service and thereafter	499.10	18.00	517.10

Recreation Activities Officer -			
First year of experience	501.80	18.00	519.80
Second year of experience	513.30	18.00	531.30
Third year of experience and thereafter	521.00	18.00	539.00
Diversional Therapist with Associate Diploma			
First year of experience	497.00	18.00	515.00
Second year of experience	523.30	18.00	541.30
Third year of experience	547.20	18.00	565.20
Fourth year of experience	569.20	18.00	587.20
Fifth year of experience and thereafter	592.20	18.00	610.20
Years of experience as a Diversional Therapist with Associate Diploma employed under the Private Hospital Employees' (State) Award or any award replacing that award will be recognised for appointment and incremental progression.			
Technical Assistant -			

First year of service	501.80	18.00	519.80
Second year of service	513.30	18.00	531.30
Third year of service and thereafter	521.00	18.00	539.00
Pharmacy Department			
Pharmacy Assistant (Graduate/Unregistered) -	524.10	18.00	542.10
Pharmacists (Registered) -			
First year of experience	573.20	18.00	591.20
Second year of experience	591.40	18.00	609.40
Third year of experience	622.30	18.00	640.30
Fourth year of experience	659.00	18.00	677.00
Fifth year of experience	698.40	18.00	716.40
Sixth year of experience	737.30	18.00	755.30
Seventh year of experience	766.70	18.00	784.70
Eighth year of experience and thereafter	788.80	18.00	806.80
Chief Pharmacist (Practising Pharmacist) - Sole pharmacist in charge or in charge of 3 or less registered or unregistered assistants			
First year of service	841.90	18.00	859.90
Second year of service	867.30	18.00	885.30
Third year of service	889.10	18.00	907.10
In charge of 4 or more registered or unregistered assistants			
First year of service	911.00	18.00	929.00
Second year of service	933.70	18.00	951.70
Third year of service	962.40	18.00	980.40
Pharmacists who are in possession of a Fellowship of the Society of Hospital Pharmacists shall be paid in addition to the rates prescribed an allowance per week of the amount set out in Item 15 of Table 2 - Other Rates and Allowances.			
Radiographic Staff			
Radiographer -			
First year of experience	558.30	18.00	576.30
Second year of experience	573.20	18.00	591.20
Third year of experience	600.30	18.00	618.30
Fourth year of experience	627.40	18.00	645.40
Fifth year of experience	655.70	18.00	673.70
Sixth year of experience	684.10	18.00	702.10
Seventh year of experience	713.50	18.00	731.50
Eighth year of experience and thereafter	746.90	18.00	764.90
Senior Radiographer in a Section	804.00	18.00	822.00
Assistant Chief Radiographer	823.40	18.00	841.40
Chief Radiographer or Sole Radiographer at Hospitals with an adjusted Daily Average of			
Under 100 beds	823.40	18.00	841.40
100 beds but less than 200	870.10	18.00	888.10
200 beds but less than 300	921.20	18.00	939.20
300 beds but less than 500	977.60	18.00	995.60
500 beds but less than 750	1,031.30	18.00	1,049.30
Chief Radiographer, Diagnostic Radiographer at a hospital having an adjusted daily average of occupied Beds of 750 or more	1,058.40	18.00	1,076.40
Radiographers who are in possession of a Fellowship of the Australian Institute of Radiography shall be paid an allowance of the amount per week set out in Item 16 of Table 2 - Other Rates and Allowances.			
A radiographer employed in a hospital who is required to provide a weekly service to another hospital or hospitals shall be paid in accordance with the following:			

(a) Where a radiographer is classified and paid as a Chief Radiographer in his own hospital, he shall be adjusted to the rate prescribed for a Chief Radiographer based on the combined A.D.A. of the hospitals within the group service, provided that if on this basis the employee would not be entitled to an adjustment to a higher salary rate, the employee shall be paid an allowance of the amount per week set out in Item 17 of Table 2-Other Rates and Allowances.			
(b) Where the employee is not classified and paid as a Chief Radiographer, the employee shall be paid the weekly rate prescribed for a Senior Radiographer.			
Support Services Staff			
General Services Officer, Grade I - (includes Maid, Laundry Hand, Seamstress)			
Junior (under 18 years of age)	386.60	3.5%	400.10
Adult (18 years of age and over)	463.00	18.00	481.00
General Services Officer, Grade II - (includes Kitchenhand, Ward Assistant, Wash House Employee, Industrial Washing Machine Operator, Porter/cleaner, Cleaner, General Useful)	474.10	18.00	492.10
General Services Officer, Grade III - (includes Handyperson, Storeperson, Assistant Cook)	482.50	18.00	500.50
General Services Officer, Grade IV -			
First year of service	493.90	18.00	511.90
Second year of service	501.80	18.00	519.80
Third year of service and thereafter	513.30	18.00	531.30
Cook -			
Grade A	507.20	18.00	525.20
Grade B	495.40	18.00	513.40
Chef -			
First year of service	525.10	18.00	543.10
Second year of service and thereafter	534.70	18.00	552.70
Catering Officer -			
First year of service	567.10	18.00	585.10
Second year of service and thereafter	575.30	18.00	593.30
Housekeeper -			
First year of service	493.10	18.00	511.10
Second year of service and thereafter	496.10	18.00	514.10
Laundry Foreman and Forewoman	502.70	18.00	520.70
If in possession of Laundry and Dry Cleaning Certificate	509.60	18.00	527.60
Gardener (Otherwise)	484.90	18.00	502.90
Gardeners (Qualified)	496.60	18.00	514.60
Head Gardener (Otherwise)	510.70	18.00	528.70
Head Gardener (Qualified)	537.60	18.00	555.60
Motor Vehicle Driver	493.20	18.00	511.20
Motor Vehicle Driver (Trucks and Ambulance)	499.50	18.00	517.50
Storekeeper	519.80	18.00	537.80
Technical Staff			
Technical Officer -			
Grade I -			
First year of experience	532.90	18.00	550.90
Second year of experience	543.70	18.00	561.70
Third year of experience	551.70	18.00	569.70
Fourth year of experience	562.80	18.00	580.80
Fifth year of experience	573.20	18.00	591.20
Sixth year of experience	591.40	18.00	609.40

Seventh year of experience	607.90	18.00	625.90
Eighth year of experience and thereafter	622.30	18.00	640.30
Grade II -			
First year of service	659.10	18.00	677.10
Second year of service	678.80	18.00	696.80
Third year of service	698.40	18.00	716.40
Fourth year of service	737.30	18.00	755.30
Senior Technical Officer -			
First year of service	766.70	18.00	784.70
Second year of service	777.70	18.00	795.70
Third year of service and thereafter	788.80	18.00	806.80
Medical Technologist -			
First year of experience	573.20	18.00	591.20
Second year of experience	591.40	18.00	609.40
Third year of experience	622.30	18.00	640.30
Fourth year of experience	659.10	18.00	677.10
Fifth year of experience	698.40	18.00	716.40
Sixth year of experience	737.30	18.00	755.30
Seventh year of experience	766.70	18.00	784.70
Eighth year of experience and thereafter	788.80	18.00	806.80
Senior Medical Technologist in a Section -			
First year of experience	841.90	18.00	859.90
Second year of experience	867.30	18.00	885.30
Third year of experience and thereafter	889.10	18.00	907.10
Chief Medical Technologist - If sole technologist in a hospital or in charge of other technologists or trainees at hospitals having an adjusted daily average of occupied beds of less than 200			
First year of experience	911.00	18.00	929.00
Second year of experience	933.70	18.00	951.70
Third year of experience and thereafter	962.40	18.00	980.40
Provided that where a Chief Medical Technologist is the holder of a Fellowship of the Australian Institute of Medical Technology she/he shall be paid an additional amount per week as set out in Item 18 of Table 2 - Other Rates and Allowances.			

Apprentices			
Apprentice Cook -			
First year	297.20	60% of Cook B	308.00
Second year	408.70	82½% of Cook B	423.60
Third year	458.20	92½% of Cook B	474.90
Apprentice Gardener -			
First year	248.30	50% of Gardener (Qualified)	257.30
Second year	298.00	60% of Gardener (Qualified)	308.80
Third year	397.30	80% of Gardener (Qualified)	411.70
Fourth year	447.00	90% of Gardener (Qualified)	463.10

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6(iii)	Meal allowances (overtime) breakfast lunch dinner	8.80 per meal 11.40 per meal 16.70 per meal
2	7(iii)	Transport allowance - use of own vehicle (overtime hours) vehicles with engine capacity over 1600 cc vehicles with engine capacity 1600 cc and under	24.5 cents per km 20.5 cents per km
3	10(viii)	Apprentices certificate of exam pass each subsequent year	1.50 per week 1.50 per week
4	12(i)	Driving allowances Where required to drive a vehicle required to drive more than 10 hours in any week minimum payment required to drive more than four hours in any day or shift minimum payment	3.80 per week 3.80 3.80 per shift
5	12(ii)(b)	Post mortem assistance allowance weekly allowance where assisting in more than one post mortem per week	6.00 per week 6.00 per post mortem
6	12(iii)	Dirty work, confined spaces allowance	0.32 per hour
7	12(iii)	Confined spaces allowance - inside boiler, flue, etc.	0.55 per hour
8	12(v)	Handling linen of nauseous nature allowance (except in sealed linen bags)	0.17 per hour
9	12(vii)	Leading hand allowance - in charge of 2 to 5 employees in charge of 6 to 10 employees in charge of 11 to 15 employees in charge of 16 to 19 employees	16.30 per week 22.90 per week 29.00 per week 35.40 per week
10	21(iii)	Uniform allowance	1.70 per week
11	21(iv)	Laundering of uniform allowance	1.00 per week
12	Table 1	Stenographic allowance	4.50 per week
13	Table 1	Sterilising Certificate allowance	5.20 per week
14	Table 1	Boiler Attendant allowance	11.80 per week

15	Table 1	Fellowship of the Society of Hospital Pharmacists allowance	16.50 per week
16	Table 1	Fellowship of Australian Institute of Radiography allowance	18.10 per week
17	Table 1	Chief Radiographer service to another hospital allowance	29.00 per week
18	Table 1	Fellowship of Australian Institute of Medical Technology allowance	29.60 per week

3. This variation shall take effect from the first pay period to commence on or after 13 September 2002.

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(006)

SERIAL C1652

**THE ROYAL NEW SOUTH WALES INSTITUTE FOR DEAF AND
BLIND CHILDREN EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Health and Research Employees' Association of New South Wales, industrial organisation of employees.

(No. IRC 4613 of 2002)

Before Mr Deputy President Sams

6 September and 9 October 2002

VARIATION

1. Delete subclause (ii) of clause 3, Rates of Pay, of the award published 19 January 2001 (321 I.G. 716), and insert in lieu thereof the following:

- (ii) 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 over-award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Current Rate \$/week	SWC 2002 adjustment \$/week	Wage Rate as from 13.9.2002 \$/week
(i) Facilities Staff - Technical Staff Group - Technical Assistants/Aides - Junior Scales - At 16 years of age and under At 17 years of age	299.30 337.50	3.5% 3.5%	309.80 349.30
Adult Scales - Grade I - 1st year 2nd year 3rd year	488.90 496.70 508.20	18.00 18.00 18.00	506.90 514.70 526.20
Recreational Activities Officer - 1st year of experience 2nd year of experience 3rd year of experience	496.70 508.20 515.90	18.00 18.00 18.00	514.70 526.20 533.90
Domestic Staff Group - Cleaner	482.10	18.00	500.10
Domestic Assistant - 18 years of age and over Under 18 years of age	463.00 397.00	18.00 3.5%	481.00 410.90
Catering Staff Group - Cook Grade "A" Cook Grade "B" Catering Officer Assistant Catering Officer Assistant Cook Kitchen Hand/Scullery Hand	507.20 490.40 586.30 520.10 483.50 471.60	18.00 18.00 18.00 18.00 18.00 18.00	525.20 508.40 604.30 538.10 501.50 489.60
Laundry Staff Group - Laundry/Linen Hand - 18 years of age or over Under 18 years of age	463.00 399.00	18.00 3.5%	481.00 413.00
Wash House Employee - Industrial or Commercial Washing Machine Operator	471.60	18.00	489.60
Foreperson - Grade A Grade B	516.70 502.70	18.00 18.00	534.70 520.70

Grade C	491.40	18.00	509.40
Seamstress -			
Under 18 years of age and over	463.00	18.00	481.00
Under 18 years of age	396.70	3.5%	410.60
Maintenance and Stores Group -			
Engineer			
1st year of service	666.70	18.00	684.70
2nd year of service	707.70	18.00	725.70
Maintenance Officer (Qualified)	576.00	18.00	594.00
Handyperson	477.50	18.00	495.50
Motor Vehicle Drivers -			
A - Sedan	488.30	18.00	506.30
B - Utility	491.40	18.00	509.40
C - Ambulance/Minibus	494.50	18.00	512.50
D - Larger Vehicle under 5 tonnes	499.30	18.00	517.30
E - Truck, 5 tonnes or over	506.50	18.00	524.50
Head Gardener -			
Qualified	537.60	18.00	555.60
Otherwise	510.70	18.00	528.70
Gardener -			
Qualified	496.60	18.00	514.60
Otherwise	479.90	18.00	497.90
Gardener's Labourer	471.60	18.00	489.60
Groundsperson/General Hand	471.60	18.00	489.60
Storeperson	477.50	18.00	495.50
A stores record keeping allowance in the nature of salary, being 40 per cent of the difference between the storekeeper rate of pay and the storeperson rate of pay, shall be paid in recognition of the duties contained in the duty statement as at 7th February 1995 for the position of Storeperson/Storekeeper. See Item 7 of Table2, Other Rates and Allowances.			
Storekeeper	514.70	18.00	532.70
The level of appointment within the incremental scale will take into account previous experience whether within the Institute or with other employers.			

Leading Hand Allowance -			
In charge of 2 to 5 other employees	16.00	3.5%	16.60
In charge of 6 to 10 other employees	22.60	3.5%	23.40
In charge of 11 to 15 other employees	28.90	3.5%	29.90
In charge of 16 to 19 other employees	35.20	3.5%	36.40
(ii) Residential Care Staff - Employees shall be paid not less than the following minimum salaries:			
(a) Residential Care Assistant			
1st year of service	483.60	18.00	501.60
2nd year of service	491.40	18.00	509.40
3rd year of service	499.20	18.00	517.20
4th year of service	510.80	18.00	528.80
5th year of service	521.00	18.00	539.00
A residential care assistant who completes one of the qualifications necessary for appointment to the classification of residential care worker shall, on completion of such qualification, be promoted to the classification of residential care worker to that incremental step of the scale of residential care worker which takes into account the minimum level for appointment for the qualification completed, provided that a residential care assistant who has completed 12 months service on the 5th year of the scale for residential care assistant and who successfully completes the Associate Diploma in Developmental Disabilities or the Associate Diploma in Education-Habilitation shall be promoted to not less than the 2nd year rate of the incremental scale for residential care worker.			
(b) Residential Care Worker			
1st year of service	521.00	18.00	539.00

2nd year of service	533.50	18.00	551.50
3rd year of service	546.40	18.00	564.40
4th year of service	566.50	18.00	584.50
5th year of service	589.60	18.00	607.60
6th year of service	613.90	18.00	631.90
7th year of service	639.50	18.00	657.50

- (a) Employees who hold the Associate Diploma in Developmental Disabilities or the Associate Diploma in Education-Habilitation shall be appointed at not less than the 1st year of service of residential care worker and shall progress by annual increments to the 5th year of service.
- (b) Employees who hold a degree, diploma or other qualification in a therapy-related or education related discipline shall be appointed at not less than the respective year of the scale of residential care worker, as follows, and shall progress by annual increments to the 7th year of the scale:
- (i) A degree or diploma requiring the equivalent of a minimum of three years' full-time study - the 3rd year of service;
 - (ii) A degree with honours (four year course) or degree and/or diploma requiring a minimum of the equivalent of four years' full-time study or a Master's degree or higher qualification - the 4th year of service;
- (c) Employees who hold other tertiary qualifications considered by the employer to be of relevance shall have such relevant qualifications taken into account;
- (d) Employees with relevant experience, either with the same or other employers, shall have such relevant experience taken into account;
- (e) Progression - Progression through the incremental scale for employees shall be automatic and occur at the end of each year of service as an employee until the top of the incremental scale is reached, with the proviso that the Head of Department may recommend the withholding of an increment if an employee's performance is considered unsatisfactory.

Classification	Current Rate \$/week	SWC 2002 adjustment \$/week	Wage Rate as from 13.9.2002 \$/week
(iii) Clerical Staff - Clerk (Accounting), Clerk (Fundraising), Clerk Typist, Administrative Assistant -			
Grade 1	487.70	18.00	505.70
Grade 2	497.60	18.00	515.60
Grade 3	514.10	18.00	532.10
Grade 4	529.60	18.00	547.60
Grade 5	543.90	18.00	561.90
Grade 6	556.00	18.00	574.00
Clerical Supervisor (Accounting), Clerical Supervisor (Fundraising) -			
Grade 1	601.50	18.00	619.50
Grade 2	624.90	18.00	642.90
Grade 3	648.90	18.00	666.90
Secretary -			
Grade 1	492.30	18.00	510.30
Grade 2	509.00	18.00	527.00
Grade 3	560.60	18.00	578.60
Grade 4	602.50	18.00	620.50
Data-entry Operator, Text-entry Operator, Word Processor -			

Grade 1	478.70	18.00	496.70
Grade 2	487.70	18.00	505.70
Grade 3	497.60	18.00	515.60
Grade 4	516.70	18.00	534.70
Grade 5	529.60	18.00	547.60
Grade 6	543.90	18.00	561.90
Proofreader -			
Grade 1	478.70	18.00	496.70
Grade 2	487.70	18.00	505.70
Receptionist -			
Grade 1	487.70	18.00	505.70
Grade 2	497.60	18.00	515.60
Grade 3	514.10	18.00	532.10
Grade 4	527.10	18.00	545.10
Clerical Assistant -			
Grade 1	478.70	18.00	496.70
Grade 2	487.70	18.00	505.70
Grade 3	497.60	18.00	515.60
Grade 4	514.10	18.00	532.10
Junior -			
Aged 17 years	308.90	3.5%	319.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8 (iii) 13 (i)	Transport allowance under 1500 cc 1500 cc to 2000 cc 2001 cc to 4000 cc 4001 cc plus	34.6 cents per km 40.4 cents per km 46.3 cents per km 47.9 cents per km
2	10 (vii), 13 (iii)	Remote Call Allowance	11.50 per period
3	13 (iv)	In-service Training Course Allowance	16.50 per week
4	13 (v)	Residential Care Course Allowance	9.50 per week
5	13 (vi), 43 (i)	Broken Shift Allowance	6.20 per shift
6	13 (vii), 45 (i)(d)	Sleepover Allowance	28.30 per night
7	Table 1	Stores Record Keeping Allowance	17.10 per week

3. This variation shall take effect from the beginning of the first pay period to commence on or after 13 September 2002 and remain in force thereafter for a period of twelve months.

P. J. SAMS *D.P.*

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(039)

SERIAL C1514**METAL, ENGINEERING AND ASSOCIATED INDUSTRIES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4240 of 2002)

Before The Honourable Justice Haylen

31 July 2002

VARIATION

1. Delete paragraphs 5.1.1(c) and (d) of clause 5, Rates of Pay and Related Matters, of the award published 8 June 2001 (325 I.G. 209), as varied, and insert in lieu thereof the following:

5.1.1(c) Schedule of Rates of Pay -

Wage Group	Base rate per week \$	Suppl. Payment per week \$	SWC adjustments \$	Weekly award rate \$	Hourly rate \$
Level C14	284.80	40.60	106.00	431.40	11.35
Level C13	299.50	42.60	106.00	448.10	11.79

Level C12	319.20	45.40	106.00	470.60	12.38
Level C11	337.40	48.10	106.00	491.50	12.93
Level C10	365.20	52.00	108.00	525.20	13.82
Level C9	383.50	54.60	108.00	546.10	14.37
Level C8	401.70	57.20	108.00	566.90	14.92
Level C7	420.00	59.80	106.00	585.80	15.42
Level C6	456.50	65.00	106.00	627.50	16.51
Level C5	474.80	67.60	106.00	648.40	17.06
Level C4	493.00	70.20	106.00	669.20	17.61
Level C3	529.50	75.40	106.00	710.90	18.71
Level C2(a)	547.80	78.00	106.00	731.80	19.26
Level C2(b)	584.30	83.20	104.00	771.50	20.30
Level C1(a)	657.40	93.60	104.00	855.00	22.50
Level C1(b)	766.90	109.20	104.00	980.10	25.79

5.1.1(d) The rates of pay in this award include the adjustments payable under 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 subclause 5.3 of clause 5, and insert in lieu thereof the following:

5.3 Apprentice Rates of Pay

5.3.1 Except as provided for in subclause 5.4, Adult Apprentices, the minimum weekly wage rate for apprentices shall be based on the following. The minimum weekly wage for apprentices before the commencement of this award was based on the following percentages of the base rate plus state wage case adjustments for Wage Group C10. At the commencement of this award, the supplement payment for Wage Group C10 of \$52.00 will be added to the said rate for the purposes of determining weekly wages for apprentices. This addition will be phased in on the following basis:

Column 1	Column 2	Column 3	Column 4	Column 5
4-year term apprenticeship	Percentage of Column 3 %	Base rate of C10 plus SWC adjustments plus \$52.00 \$	Total rate per week \$	Hourly Rate \$
First year	42	525.20	220.60	5.81
Second year	55	525.20	288.85	7.60
Third year	75	525.20	393.90	10.37
Fourth year	88	525.20	462.20	12.16

5.3.2 See 5.1.1(d) for the criteria regarding absorption of safety net adjustments.

5.3.3 An employee who is under 21 years of age on the expiration of his or her apprenticeship and thereafter works as a minor in the occupation to which he or she has been apprenticed shall be paid at not less than the adult rate prescribed for the classification.

3. Delete table in paragraph 5.4.3 of clause 5, and insert in lieu thereof the following:

Year of Apprenticeship	Total weekly rate \$
First	378.00

Second	431.40
Third	448.10
Fourth	470.60

4. Delete subclause 5.5 of clause 5, and insert in lieu thereof the following :

5.5 Unapprenticed Junior Rates of Pay

The minimum weekly wage for unapprenticed juniors before the commencement of this award was based on the relevant percentages of the base rate plus state wage case adjustments for Wage Group C13. At the commencement of this award, the supplementary payment for Wage Group C13 of \$42.60 will be added to the said rate for the purposes of determining weekly wages for unapprenticed juniors. This addition will be phased in on the following basis:

5.5.1(a) Unapprenticed Juniors

- (i) The minimum weekly wage rates for unapprenticed juniors shall be as follows:

Column 1	Column 2	Column 3	Column 4
Years of Age	Percentage of Column 3	Base rate of C13 plus SWC adjustments plus \$42.60	Total rate per week
	%	\$	\$
Under 16 years of age	36.8	448.10	164.90
At 16 years of age	47.3	448.10	211.95
At 17 years of age	57.8	448.10	259.00
At 18 years of age	68.3	448.10	306.05
At 19 years of age	82.5	448.10	369.70
At 20 years of age	97.7	448.10	437.80

A junior employee of 18 years of age or more shall be paid 34 cents per week in addition to the rates prescribed herein whilst they are employed as a furnace person or assistant to a furnace person.

5.5.1(b) Unapprenticed Juniors (Foundries)

- (i) The minimum weekly wage rates for unapprenticed juniors (foundries) shall be as follows:

Column 1	Column 2	Column 3	Column 4
Years of Age	Percentage of Column 3	Base rate of C13 plus SWC adjustments plus \$42.60	Total rate per week
	%	\$	\$
Under 16 years of age	36.8	448.10	164.90
At 16 years of age	47.3	448.10	211.95
At 17 years of age	68.3	448.10	306.05
At 18 years of age	83.0	448.10	371.90
At 19 years of age	98.8	448.10	442.70

5. Delete paragraph 5.9.1(f) of subclause 5.9, Allowances and Special Rates, and insert in lieu thereof the following:

5.9.1(f) All purpose Allowances

Item No.	Clause No.	Brief Description	Amount per week \$
1	5.9.1(a)	Leading Hands - In charge of: 3-10 employees 11-20 employees more than 20 employees	 22.75 34.25 43.70
2	5.9.1(b)	Ship Repairing Tradespersons All other employees	 10.45 8.50
3	5.9.1(c)	Multi-Storey Building	16.45
4	5.9.1(d)	Tool Allowance	11.20

6. Delete paragraph 5.9.2(g) and insert in lieu thereof the following::

5.9.2(g) Other Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.2(a)	Motor Allowance	58 cents per kilometre travelled
2	5.9.2(b)	First Aid Allowance	10.50 per week
3	5.9.2(c), 5.9.4(b)(iv) 6.4.11	Meal Allowance	8.80

7. Delete paragraph 5.9.3(s) and insert in lieu thereof the following:

5.9.3(s) Special Rates

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.3(c)	Cold Places	39 cents per hour extra
2	5.9.3(d)	Hot Places Between 46 and 54 Celsius In excess of 54 Celsius	 39 cents per hour extra 50 cents per hour extra
3	5.9.3(e)	Wet Places	39 cents per hour extra
4	5.9.3(f)	Confined Spaces	50 cents per hour extra
5	5.9.3(g)	Dirty Work Ship repair work All other work	 50 cents per hour extra 39 cents per hour extra
6	5.9.3(h)	Height Money	29 cents per hour extra
7	5.9.3(i)	Meat Digesters and Oil Tanks	39 cents per hour extra
8	5.9.3(j)	Sanitary Works	29 cents per hour extra
9	5.9.3(k)	Insulation Materials	50 cents per hour extra
10	5.9.3(l)	Slaughtering Yards	29 cents per hour extra
11 (i) (ii)	5.9.3(m)	Boiler Repairs Smoke boxes, fire boxes, furnaces or flues of boilers Oil fired boilers including the castings, uptakes and funnels, or flues and smoke stacks	 29 cents per hour extra 1.00 per hour extra
12	5.9.3(n)	Explosive Powered Tools	1.00 per day
13	5.9.3(o)	Ships in Dock	29 cents per hour extra
14	5.9.3(p)	Foundry Allowance	30 cents per hour worked
15	5.9.3(q)	Boiling Down Works	29 cents per hour

16	5.9.3(r)	Lead Works	29 cents per hour
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8. This variation shall take effect from the beginning of the first pay period to commence on or after 21 August 2002.

W. R. HAYLEN *J.*

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(132)

SERIAL C1557

CLERICAL AND ADMINISTRATIVE EMPLOYEES (ONESTEEL WIRE PTY LTD - NEWCASTLE WIREMILL) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Federated Clerks' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4661 of 2002)

Before Commissioner Redman

27 August and 16 September 2002

VARIATION

1. Delete paragraph (b) of subclause (x) of clause 1, Classification Structure and Salaries, of the award published 4 September 1998 (306 I.G. 424), as varied, and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2001. 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 subclauses (i) and (ii) of Table 1 - Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:

(i) Adults -

Grade	Former Weekly Rate Pre SWC 2002 \$	SWC 2002 \$	Weekly Award Rate \$
5	609.50	18.00	627.50
4	548.90	18.00	566.90
3	507.20	18.00	525.20
2	473.50	18.00	491.50
1	452.60	18.00	470.60

(ii) Juniors - The minimum rates of salaries per 38-hour week for junior employees shall be:

- (a) Stenographer, comptometer operator, ledger posting or similar accounting machine operator, data processing machine operator, tabulating machine operator, computer operator, card punch machine operator, verifier operator.

Age	Former Weekly Rate \$	SWC 2002 %	Weekly Rate \$
At 17 years of age	225.40	3.5	233.30
At 18 years of age	277.55	3.5	287.25
At 19 years of age	317.35	3.5	328.45
At 20 years of age	374.75	3.5	387.85

(b) All other junior employees -

Age	Former Weekly Rate \$	SWC 2002 %	Weekly Rate \$
Under 17 years of age	176.90	3.5	183.10
At 17 years of age	221.60	3.5	229.35
At 18 years of age	271.50	3.5	281.00
At 19 years of age	307.90	3.5	318.70
At 20 years of age	362.35	3.5	375.05

3. Delete Table 2 - Other Rates and Allowances, of the said Part B and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	10(1)(a)	Shift clerks - rotating shifts	39.40
2	10(1)(a)	Shift clerks - additional shift allowance	26.00
3	10(1)(b)(i)	Day shift, night shift	39.40
4	10(1)(b)(ii)	Day shift, afternoon shift	33.30
5	10(1)(b)(iii)	Day shift, day shift, afternoon shift	33.30
6	10(1)(b)(iv)	Day shift, day shift, night shift	33.30
7	10(1)(c)	Junior shift clerks	39.40
8	10(1)(d)	Adult shift clerks working only afternoon and/or night shifts	52.80
9	10(3)	Afternoon or night shift - other shift system	15.70
10	14(4)(c)(ii)	Overtime for more than 1½ hours - meal allowance	8.55

4. This variation shall take effect from the first full pay period to commence on or after 5 September 2002.

J. N. REDMAN, Commissioner.

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(119)

SERIAL C1558

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (ONESTEEL
WIRE PTY LTD - NEWCASTLE ROPERY) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Federated Clerks' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4662 of 2002)

Before Commissioner Redman

7 August and 16 September 2002

VARIATION

1. Delete paragraph (b) of subclause (x) of clause 1, Classification Structure and Salaries, of the award published 4 September 1998 (306 I.G. 397), as varied, and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (1) any equivalent overaward payments, and/or
 - (2) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclauses (i) and (iii) of Table 1 - Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:
 - (i) Adults -

Grade	Former Weekly Rate Pre SWC 2002 \$	SWC 2002 \$	Weekly Award Rate \$
Grade 5	609.50	18.00	627.50
Grade 4	548.90	18.00	566.90
Grade 3	507.20	18.00	525.20
Grade 2	473.50	18.00	491.50
Grade 1	452.60	18.00	470.60

(iii) Juniors - The minimum rates of salaries per 38-hour week for junior employees shall be:

(a) Stenographer, comptometer operator, ledger posting or similar accounting machine operator, data processing machine operator, tabulating machine operator, computer operator, card punch machine operator, verifier operator:

Age	Former Weekly Rate \$	SWC 2002 %	Weekly Rate \$
At 17 years of age	225.40	3.5	233.30
At 18 years of age	277.55	3.5	287.25
At 19 years of age	317.35	3.5	328.45
At 20 years of age	374.75	3.5	387.85

(b) All other junior employees:

Age	Former Rate Per Week \$	SWC 2001 %	Weekly \$
Under 17 years of age	176.90	3.5	183.10
At 17 years of age	221.60	3.5	229.35
At 18 years of age	271.50	3.5	281.00
At 19 years of age	307.90	3.5	318.70
At 20 years of age	362.35	3.5	375.05

3. Delete Table 2 - Other Rates and Allowances of the said Part B and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	10(1)(a)	Shift clerks - rotating shifts	39.40
2	10(1)(a)	Shift clerks - additional shift allowance	26.00
3	10(1)(b)(i)	Day shift, night shift	39.40
4	10(1)(b)(ii)	Day shift, afternoon shift	33.30
5	10(1)(b)(iii)	Day shift, day shift, afternoon shift	33.30
6	10(1)(b)(iv)	Day shift, day shift, night shift	33.30
7	10(1)(c)	Junior shift clerks	39.40
8	10(1)(d)	Adult shift clerks working only afternoon and/or night shifts	52.80
9	10(3)	Afternoon or night shift - other shift system	15.70
10	14(4)(c)(ii)	Overtime for more than 1 1/2 hours - meal allowance	8.55

4. This variation shall take effect from the first full pay period to commence on or after 5 September 2002.

J. N. REDMAN, Commissioner.

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(747)

SERIAL C1540

FOOD PRESERVERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 475 of 2002)

Before The Honourable Justice Walton, Vice-President
The Honourable Justice Marks
Commissioner McLeay

28 August 2002

VARIATION

1. Insert into the Arrangement of the award published 16 November 2001 (329 I.G. 489), as varied, the following new clause number and subject matter:

10A. Implementation of a 38 Hour Week

2. Delete paragraph 5.10.3 of clause 5, Contracts of Employment, and insert in lieu thereof the following:

5.10.3 Saturdays, Sundays and Holidays - Overtime - The rates of pay for casual employees for overtime or for work on Saturdays, Sundays and holidays shall be time and a half or double time, double time and a half, or treble time, as appropriate, in accordance with clauses 12, Overtime - Rates and Conditions, and 19, Sunday and Holiday Rates, calculated as to casual day workers or day-shift workers on 1/38th of the appropriate weekly rate for the work; for such work by a casual employee on a afternoon or night shift the rates ascertained for day workers or day shift workers shall have added to them in the case of afternoon shift 15 per cent or in the case of night shift 30 per cent.

3. Delete clause 10, Hours of Work, and insert in lieu thereof the following::

10. Hours of Work

- 10.1. The ordinary hours of work shall be 38 per week.
- 10.2. Except for shift workers, the ordinary hours of work shall be worked in five days of not more than eight hours continuously except for breaks for meals between 6.00 a.m. and 6.00 p.m. on Mondays to Fridays inclusive. Provided that where as a result of the introduction of 6.00 am - 6.00 p.m. as ordinary hours of work an existing employee (as at 28 August 2002) may lose regular or usual overtime, that change with respect to that employee shall be preceded by consultation with the employee (and where the employee is a member, consultation with the union) and if the consultation fails to resolve the matter it shall be settled in accordance with the settlement of disputes procedure.
- 10.3. The daily starting and finishing times for day work shall be fixed by the employer within the spread of hours prescribed by 10.2 hereof and shall not be altered except on one week's notice, or during the season, two days' notice, given to the employee.
- 10.4. An employee on day work or day shift may be transferred to an afternoon or night shift on at least 48 hours notice by the employer. Where an employee is so transferred without at least 48 hours notice, the shift or part thereof worked by the employee without that notice shall, for the purpose of this clause be deemed to be part of the employee's ordinary 38 hours of work. Such work shall be paid for at an extra half rate for the first three hours and an extra full rate thereafter on a daily basis in addition to the employee's ordinary rate of pay and appropriate shift penalties. Provided that this subclause shall not apply where with the consent of the employer, an employee agrees with another employee independently to exchange a rostered shift to suit the mutual convenience of the employees concerned.
- 10.5. Rostered days off falling on a public holiday
- 10.5.1 An employee who work continuous work and who by the circumstances of the arrangement of the employee's ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall, at the discretion of the employer, be paid for that day 7.6 hours at ordinary rates or have an additional day added to the employee's annual leave. This provision shall not apply when the public holiday on which the employee is rostered off falls on a Saturday or Sunday.
- 10.5.2 In the case of an employee whose ordinary hours of work are arranged in accordance with 10A.2.2 or 10A.2.4, the week day to be taken off shall not coincide with a public holiday fixed in accordance with clause 18, Holidays. Provided that, the event that a public holiday is prescribed after an employee is given notice of the employee's week day off and the public holiday falls on the week day the employee is to take off, the employer shall allow the employee to take the day off on an alternate week day.

4. Insert after clause 10, Hours of Work, the following new clause 10A, Implementation of 38 Hour Week:

10A. Implementation of 38 Hour Week

- 10A.1 Ordinary hours of work shall be an average of 38 per week as provided in clauses 10, Hours of Work, and 11, Shift Work.
- 10A.2 Except as provided by 10A.4 and 10A.5 hereof, the method of implementation of the 38 hour week may be any of the following:
- 10A.2.1 by employees working less than eight ordinary hours each day; or
- 10A.2.2 by employees working less than eight ordinary hours on one or more days each week; or
- 10A.2.3 by fixing one weekday on which all employees will be off during a particular work cycle;
or

10A.2.4 by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during the cycle.

10A.3 In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.

10A.4 Subject to 10.4, the employer and the majority of employees in the plant or sections or sections concerned may agree that the hours of work are to exceed eight on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply.

10A.5 Circumstances may arise where different methods of implementation of the 38 hour week apply to various groups or sections of employees in the plant or establishment concerned.

10A.6 Notice of days off

Except as provided in 10A.7 and 10A.8 hereof, in cases where, by virtue of the arrangement of employee's ordinary working hours, an employee, in accordance with 10A.2.3 and 10A.2.4 hereof, is entitled to a day off during the employee's work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday the employee is to take off. Provided that lesser period of notice may be agreed by the employer and majority of employees or section or sections concerned.

10A.7 Substitute days

10A.7.1 An employer, with the agreement of the majority of employees concerned may substitute the day an employee is to take off in accordance with 10A.2.3 and 10A.2.4 hereof for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

10A.7.2 An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.

10A.8 Flexibility in relation to rostered days off

10A.8.1 Notwithstanding any other provision of this clause, where the ordinary hours of work of an establishment, plant or section are organised in accordance with 10A.2.3 and 10A.2.4 hereof an employer, the union and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

10A.8.2 Where such agreement has been reached the accrued rostered days off must be taken within twelve months on which they fall due.

10A.8.3 It is understood between the parties that the involvement of the union would be necessary in cases where it has members in the plants concerned and not in non-union establishments.

5. Delete clause 11, Shift Work, and insert in lieu thereof the following:

11. Shift Work

11.1 Definitions of Shift Work

"Day Shift" shall not commence before 6.00 a.m.

"Afternoon Shift" means any shift commencing after 6.00 p.m. and at or before midnight.

"Night Shift" means any shift finishing after midnight and at or before 8.00 a.m.

11.2 Requirements to Work Shift Work

Subject to 11.1, 11.6 and 11.7 hereof and clause 10A, Implementation of 38 Hour Week, an employer may require any employee to perform a week's work on shift work of five shifts of 8 hours each. Such shifts shall be worked between 11.00 p.m. on a Sunday and 8.00 a.m. on the following Saturday.

11.3 Shift Rates

Except where a higher rate of pay is provided under clause 19, Sunday and Holiday Rates, for work on a Sunday or holiday, payment for any afternoon shift shall be at ordinary time plus 15 per cent, and for any night shift shall be at ordinary time plus 30 per cent. Provided that as to casual employees on shift work, subclause 5.10.2 of clause 5, Contracts of Employment, shall apply.

11.4 Meal Breaks on Shift Work

A meal break of 30 minutes shall be allowed to shift workers on all shifts, other than day shift, to be taken as nearly as possible in the middle of the shift. Where three shifts (day, afternoon and night) are worked, the time of such meal break will be counted and paid for as time worked.

11.5 Restrictions

No employees under the age of 18 years shall be employed on night shift.

11.6 Alteration - Times of Duties

The commencing and finishing times of shift work shall be fixed by the employer and shall not be altered except on one week's notice or, during the season, two days' notice, given to the employee.

11.7 Shift Transfers

An employee on afternoon or night shift may be transferred to day work, day shift or another shift on at least 48 hours' notice by the employer. Where an employee is so transferred without at least 48 hours' notice, any day or shift or part thereof worked by the employee shall be deemed to be part of the employee's 38 hours of employment. Such work shall be paid for at an extra half-rate for the first 3 hours and an extra full rate thereafter on a daily basis in addition to the employee's ordinary rate of pay and shift penalties, if applicable. Provided that this subclause shall not apply where, with the consent of the employer, an employee agrees with another employee independently to exchange a rostered shift to suit the mutual convenience of the employees concerned.

6. Delete paragraphs 12.1.1 and 12.1.3. of clause 12, Overtime, and insert in lieu thereof the following:

12.1.1 Day Workers Monday to Friday Inclusive

For all time worked before 6.00a.m. or after 6.00p.m. or before the fixed starting time or after the fixed finishing time on any day, Monday to Friday inclusive, or in excess of 8 ordinary hours on any such day - time and one-half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime work.

12.1.3 Shift Workers

- (a) For all time worked before the fixed starting time of any shift or after the fixed finishing time of any shift or in excess of 8 hours on any shift, or in excess of 38 ordinary hours on shift in any week - time and one-half for the first three hours and double time thereafter,

plus, for all such overtime, 15 per cent of ordinary time if on afternoon shift or 30 per cent of ordinary time if on night shift. Such entitlements shall continue until the completion of overtime work.

- (b) Where work commences on a Saturday, until noon - time and one-half for the first three hours and double time thereafter up to noon, plus for all such work 15 per cent of ordinary time if on afternoon shift; and after noon - double time, plus 15 per cent of ordinary time if on afternoon shift or 30 per cent of ordinary time if on night shift.

7. Delete subclause 21.1 of clause 21, Sick Leave, and insert in lieu thereof the following:

21.1 Except as otherwise provided, an employee (other than a casual) who is absent from work during ordinary hours on account of personal illness, injury, elective surgery, or dental work other than routine dental maintenance, shall in the case of a day worker, be entitled to leave of absence at the ordinary time rate of pay of the appropriate classification and in the case of a shift worker at the ordinary time rate of pay of the appropriate classification plus the employee's relevant shift allowance, of 38 hours of paid sick leave during the employee's first year of employment with the employer and to 61 hours of paid sick leave during each subsequent year of continuous employment, subject to the following conditions and limitations:

8. Delete clause 29, Payment of Wages, and insert in lieu thereof the following:

29. Payment of Wages

- 29.1. The employer may determine the method of payment of wages which shall be paid weekly, during working hours, by one of the following ways:

- (a) Cash;
- (b) Cheque; or
- (c) Electronic funds transfer (EFT) into the employees' nominated financial institution account, without cost to the employee.

- 29.2 Payment of cash or cheque wages - if cash or cheque wages are to be paid, such cash or cheque wages shall be paid without delay prior to the employee ceasing work on the nominated pay day. Employees who are kept waiting for their cash or cheque wages for more than ten minutes after the usual time for ceasing work shall be paid overtime rates for all waiting time. This subclause shall not apply if cash or cheque wages cannot be paid within working time due to circumstances beyond the employer's control.

- 29.3 Payment of wages by EFT - where wages are paid by into an employee's nominated bank account, wages shall be available on the nominated pay day. If the wages are not available on the designated pay day, the employee shall contact the employer, who shall contact the relevant financial institution for the wages to be made available.

If, by the day following the designated pay day, the wages are still not available, employees who are kept waiting for wages to be credited into their nominated bank account for more than ten minutes after the usual time for ceasing work on pay day shall be paid overtime rates for all waiting time. This subclause shall not apply if wages cannot be paid within working time due to circumstances beyond the employer's control.

- 29.4 Payment on termination - upon termination of employment, in the case of cash payment of wages or payment of wages by electronic funds transfer, all wages due to an employee (including a casual) shall be paid to an employee on the day of termination. In the case of payment of wages by cheque, such wages shall be forwarded to the employee by post on the next ordinary working day.

9. This variation shall take effect from the first full pay period to commence on or after 28 August 2002.

M. J. WALTON *J, Vice-President.*
 F. MARKS *J.*
 J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(1391)

SERIAL C1239

AWU NEW SOUTH WALES THOROUGHBRED RACING BOARD (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 7499 of 2001)

Before The Honourable Justice Glynn

27 November 2001

VARIATION

1. Delete Table 1 - Salaries and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 21 May 1999 and award review published 31 May 2002 (333 I.G. 1095), as varied, and insert in lieu thereof the following:

Table 1 - Salaries

The minimum ranges in which persons covered by this award salary shall be set are as follows:

	\$ (per annum)
Racing Officer Grade 1	30,675 - 36,090
Racing Officer Grade 2	33,875 - 42,610
Racing Officer Grade 3	40,395 - 49,245
Racing Officer Grade 4	47,030 - 55,885
Racing Officer Grade 5	58,090

Table 2 - Other Rates and Allowances

	Per kilometre
Motor vehicle allowance	54 cents
Additional Race Day Rates:	
Role:	Daily Rate
(a) Assistant Clerk of Scales, Timekeeper Race Results (clerical)	\$114.10
(b) Assistant Judge, Assistant Starter, Clerk of Scales, Assistant Betting Supervisor	\$136.85
(c) Judge, Starter, Betting Supervisor	\$171.10

*This rate shall be adjusted in line with movements in the Consumer Price Index in a fashion provided in subclause (f) of clause 13, Salary Reviews and Additional Payments. Any results less than half a cent shall be rounded down, with amounts equal to or greater than half a cent to be rounded up to the nearest cent.

2. This variation shall take effect from the first full pay period to commence on or after 27 November 2001.

L. C. GLYNN J.

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(1457)

SERIAL C1566

ALHMU/AWU SUPERDOME ENTERPRISE CONSENT (STATE) AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Entertainment Industry Association.

(No. IRC 698 of 2002)

Before Commissioner Macdonald

6 September 2002

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the ALHMU/AWU Superdome Enterprise Consent (State) Award 1999 published 28 April 2000 (315 I.G. 250) as varied, be rescinded on and from 31 July 2002.

A. W. MACDONALD, Commissioner.

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