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(1652)

SERIAL C1604**ILLAWARRA SERVICES PTY LTD EMPLOYEES AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Illawarra Services Pty Ltd.

(Nos. IRC 1617 and IRC 1949 of 2002)

Before Commissioner Connor

22 July 2002

AWARD**PART A****GENERAL CONDITIONS**

DIVISION 1 - APPLICATION AND OPERATION OF AWARD

1. Award Title

This award is entitled Illawarra Services Pty Ltd Employees Award.

2. Arrangement

PART A - GENERAL CONDITIONS

DIVISION 1 - APPLICATION AND OPERATION OF AWARD

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3. Area, Incidence and Duration

3.1 Application

This award applies to all employees (including apprentices within clause 38, Apprentices) of Illawarra Services Pty Ltd employed in classifications appearing in Part C - Monetary Rates - Restructured Classifications.

3.2 Effective Date

This award takes effect on and from the first pay period beginning on or after 22 July 2002 and remains in force until 30 June 2004 (the nominal term).

3.3 This award shall apply to the employees covered by the award to the exclusion of all other awards.

3.4 Any references throughout this award to "(deleted - not relevant)" refers to the BHP Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2000.

4. Definitions

In this award the following definitions apply:

4.1 "Day workers" are employees excluding shift workers, but including employees on night work within clause 19, Night Work for Day Workers and Day Shift Workers, of this award.

4.2 "Shift workers" are employees working on a two or three shift system, or a one shift system whose ordinary hours includes weekend shifts. For shift workers, each day, including Sunday and public holidays, is considered as being the day on which the majority of the shift falls.

4.3 "Monday to Saturday shift workers" means shift workers whose ordinary working hours are between Monday to Saturday.

4.4 "Annual leave rate of pay" means:

4.4.1 In the case of:

- (a) annual leave under clause 26, Annual Leave, and clause 27, Days Added to the Period of Annual Leave or Long Service Leave, of this award taken by an employee immediately before or after leave under the *Annual Holidays Act 1944*;
- (b) payment in respect of annual leave or days added to the period of annual leave being made to employees under clauses 26 and 27 of this award upon the termination of the employment of an employee at the same time as payment is being made under the *Annual Holidays Act 1944*, in respect of such termination,

the ordinary pay of the employees calculated in accordance with the *Annual Holidays Act 1944*, for the leave taken or payments made under that Act.

4.4.2 In the case of annual leave under clause 26 of this award and days added to the period of annual leave under clause 27 of this award being taken otherwise than immediately before or after leave under the *Annual Holidays Act 1944*, the ordinary pay of the employees calculated in accordance with the *Annual Holidays Act 1944*, as if such leave had been taken under the Act.

4.4.3 "Company" means Illawarra Services Pty Ltd.

5. No Extra Claims

5.1 General

It is a term of this award arising from the Steel Industry Wages Agreement 2000-2001 that the unions (with whom this award is made) undertake, for the period until 31 December 2003, not to raise any further claims, award or over-award, including claims arising from national or state wage cases. There will be agreed scope to arbitrate, if necessary, unresolved issues about classification restructuring or work value claims.

5.2 Leave Reserved

Leave is reserved to apply in respect of the procedure contained in clause 36, Procedure for Resolving Claims, Issues and Disputes, for resolving claims, issues and disputes.

DIVISION 2 - RATES OF PAY AND RELATED MATTERS

6. Rates of Pay

6.1 Rates of Pay

The minimum rates of pay for any classification, subject to the other provisions of this award, are set out in Table 1 - Restructured Ironworker Rates of Pay, Table 2 - Graded Trades Rates of Pay, and Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications of this award. These rates are inclusive of the adult basic wage of \$121.40.

6.2 Restructured Rates of Pay

The classifications appearing in Part C - Monetary Rates - Restructured Classifications of this award are new classifications which have been established as a result of restructuring processes carried out in the departments and sections of Port Kembla Steelworks in which the new classifications appear.

6.3 Retention of Rate

Clause 11, Retention of Rate, of this award has no application to the classifications appearing in Table 2 - Graded Trades Rates of Pay, of Part C - Monetary Rates - Restructured Classifications of this award.

6.4 Ordinary Rate

In addition to the award rate of pay prescribed for the purpose of subclause 6.1 of this clause, an employee will be paid the applicable over-award or bonus for the employee's classification to make up the employee's ordinary or weekly rate of pay.

7. Superannuation

7.1 Superannuation Legislation

The subject of superannuation is dealt with exhaustively by Federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and section 124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. Subject to this legislation, superannuation is also dealt with by the trust deed and rules of the BHP Billiton Superannuation Fund.

7.2 Salary Sacrifice

7.2.1 Despite any other provisions of this award, for the purpose of calculating ordinary time earnings, the rate of pay per week prescribed for the purpose of clause 6, Rates of Pay, of this award is reduced by the amount which an employee elects by notice in writing to the Company to sacrifice in order to enable the Company to make a superannuation contribution for the benefit of the employee.

7.2.2 Election Form

For an employee's election to be valid, the employee must complete an election form provided by the Company.

7.2.3 Leave

The reduced rate of pay and the superannuation contributions provided for in this subclause apply for periods of annual leave, long service leave and other periods of paid leave.

7.2.4 Calculation of Other Payments

All other award payments, including termination payments, calculated by reference to the employee's rate of pay, will be calculated by reference to the rate of pay per week prescribed for the employee for the purpose of clause 6, Rates of Pay of this award.

7.2.5 Revoking Election

Unless otherwise agreed by the Company, an employee may only revoke or vary his or her election once in each 12 months. Not less than one month's written notice will be given by an employee of revocation or variation of the employee's election.

7.2.6 Termination of Scheme

If at any time while an employee's election is in force, there are changes in taxation or superannuation laws, practice or rulings that materially alter the benefit to the employee or the cost to the Company of acting in accordance with the election, either the employee or the Company may, upon one month's notice in writing to the other, terminate the election.

7.2.7 Superannuation Guarantee

The Company will not use any superannuation contribution made in accordance with an employee's election to meet its minimum employer obligation under the *Superannuation Guarantee Administration Act 1992* (Cth) or any legislation which succeeds or replaces it.

8. Special Rates (All Purpose)

In addition to the rates of pay prescribed for the purposes of clause 6, Rates of Pay, the following special rates will apply:

8.1 Mechanical and Electrical Tradespersons and Maintenance Non-Trades Employees

8.1.1 Large Power Houses

(deleted - not relevant)

8.1.2 Ship Repairing

(deleted - not relevant)

8.1.3 Electrical Trades Licences

An additional amount as set out in Item 3 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications of this award will be paid per 38-hour week to an employee employed and working as an electrical tradesperson possessing a Qualified Supervisor's Certificate (Electrician) or a Certificate of Registration (Electrician) issued by the appropriate authority.

8.1.4 Scaffolder's Licence

An additional amount as set out in Item 4 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications of this award will be paid per 38-hour week to a rigger and/or roper and/or splicer who holds a Certificate of Competency as a rigger under the *Construction Safety Act 1912* (NSW) and who possesses and uses a Certificate of Competency as a scaffolder under the Act. These allowances are not cumulative.

8.2 Plumbers

8.2.1 Licences

A plumber may receive an allowance per hour as set out in Item 5 of Table 4 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award when required to act on his or her plumber's and/or gasfitter's and/or drainer's licence. A gasfitting licence is deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services. The provisions of clause 10, Maximum Payment, of this award will not apply to this paragraph.

8.2.2 A plumber, licensed plumber and/or lead burner who is a holder of a certificate of registration under the *Plumbers, Gasfitters and Drainers Act 1979* (NSW) will be paid a registration allowance per hour as set out in Item 6 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications of this award on the production of such certificate.

8.3 All Purposes

The allowances arising from this clause are paid for all purposes of the award, except where otherwise prescribed.

9. Disability Rates

In addition to the rates of pay prescribed for the purposes of clause 6, Rates of Pay, of this award, the following special rates will apply:

9.1 General

9.1.1 Hot Places

Electrical and mechanical tradespersons and maintenance non-trades employees working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius will be paid an allowance per hour extra as set out in Item 7 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications of this award. This is subject to the following:

- (a) in places where the temperature exceeds 54 degrees Celsius, employees will be paid per hour extra as set out in Item 7;
- (b) where work continues for more than two hours in a temperature exceeding 54 degrees Celsius, employees will also be entitled to 20 minutes' rest after every two hours' work without deduction of pay;
- (c) the temperature will be decided by the supervisor of the work after consultation with the employees who claim the extra rate.

9.1.2 Hot Work

Hot work is done in places where the temperature raised by artificial means is above 49 degrees Celsius. Employees whilst so engaged on work, as specified below, will receive an additional amount per hour as set out in Item 8 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications:

- (a) bricklayers and labourers assisting bricklayers whilst engaged on hot work;
- (b) (deleted - not relevant).

9.1.3 Wet Work

Employees working in any place where his or her clothing or boots become saturated, whether by water, oil or otherwise, will be paid an amount per hour extra as set out in Item 9 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. This rate is not payable to an employee who is provided by the Company with protective clothing and/or footwear. Any employee who becomes entitled to this extra rate is to be paid such extra rate for such part of the day or shift as he or she is required to work in wet clothing or boots.

9.1.4 Dirty Work

Mechanical and electrical tradespersons and maintenance non-trades employees engaged in work other than ship repair work which a supervisor and employee agree is of an unusually dirty or offensive nature will be paid per hour extra as set out in Item 10 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications:

- (a) Mechanical and maintenance non-trades employees engaged in ship repair work which a foreperson and employee agree is of an unusually dirty or offensive nature will be paid for at an amount per hour extra as set out in Item 10;
- (b) In the case of disagreement between the supervisor and employee, the dispute settling procedure prescribed in clause 36, Procedure for Resolving Claims, Issues and Disputes, of this award will be followed.

9.1.5 Restrictive Spaces

Mechanical and electrical tradespersons and maintenance non-trade employees working in restrictive spaces (as defined) will be paid per hour extra as set out in Item 11 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications:

- (a) For the purpose of this clause, "restrictive space" means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or cramped position or without proper ventilation and, subject thereto, includes such space:
 - (i) in the case of a ship - inside complete tanks, chain lockers and peaks, in bilges, under engine beds, under engine rooms and stoke-hold floors or under or inside boilers;
 - (ii) in the other cases - inside boilers, steam drums, mud drums, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

9.1.6 High Places

Electrical and mechanical tradespersons and maintenance non-trades other than riggers and splicers, employees working in any building or structure in a bosun's chair or swinging scaffold, or engaged in the construction, erection, repair and/or maintenance of ships, steel frame buildings, bridges, gasometers or other structures at a height of 15 metres or more directly above the nearest horizontal plain will be paid an amount per hour extra as set out in Item 12 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

9.1.7 Oil Tanks

Employees working on repairs in oil tanks will be paid per hour extra as set out in Item 13 of Table 4 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications.

Any employee so engaged for more than half of one day or shift will be paid the prescribed allowance for the whole of day or shift.

9.1.8 Explosive-powered Tools

Employees required to use explosive-powered tools will be paid per hour extra the amount as set out in Item 14 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, with a minimum payment as set out in this award (subject to the minimum payments set out in Item 14).

9.1.9 Slag Wool

Maintenance employees handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise will, when employed on ship repairing or on construction, repair or demolition of furnaces, walls, floors and/or ceilings, be paid an amount per hour extra as set out in Item 15 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

9.2 Plumbers Disability Rates

(deleted - not relevant).

9.3 Electrical Tradespersons

9.3.1 Toxic Substances

- (a) electrical tradesmen required to use toxic substances will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials;
- (b) electrical tradesmen using such materials will be provided with and will use all safeguards as are required by the appropriate Government authority;
- (c) electrical tradesmen using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5 kg or over, will be paid an amount per hour extra as set out in Item 21 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
- (d) electrical tradesmen working in close proximity to employees so as to be affected by the use of such substances or materials will be paid an amount per hour extra as set out in Item 22 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
- (e) for the purpose of this subclause, toxic substances include epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system are deemed to be materials of a like nature.

9.4 Bricklayers and Labourers

(deleted - not relevant).

9.5 Other Employees

9.5.1 Applying Obnoxious Substances

- (a) a tradesperson painter or brush hand engaged in either the preparation and/or the application of epoxy-based materials or materials of a like nature will be paid an amount per hour extra as set out in Item 26 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;

- (b) in addition, tradesperson painters or brush hands applying such material in buildings which are normally air-conditioned will be paid an amount extra per hour for any time worked when the air-conditioning plant is not operating as set out in Item 27 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
- (c) where there is an absence of adequate natural ventilation, the employer will provide ventilation by artificial means and/or supply an approved type of respirator and, in addition, protective clothing will be supplied where recommended by the appropriate Government authority;
- (d) tradesperson painters or brush hands working in close proximity to tradesmen painters or brush hands so engaged will be paid an amount per hour extra as set out in Item 28 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
- (e) for the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system will be deemed to be materials of a like nature;
- (f) this clause does not apply to employees who are paid rates fixed by Federal awards or to electrical tradespersons or linespersons.

9.5.2 Foundry Allowance

(deleted - not relevant).

9.5.3 Spray Painting

A tradesperson painter engaged on all spray painting carried out in other than a properly constructed booth, approved by the appropriate Government authority, will be paid an amount per hour extra as set out in Item 30 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

9.6 Rates Not Subject to Penalty Additions

The disability rates prescribed in this clause will be paid irrespective of the times at which the work is performed and are not be subject to any premium or penalty additions.

9.7 Special Rates Not Cumulative

Where an employee is entitled to more than one of the extra rates for disabilities which exist on the same job, the employer is bound to pay only the highest rate. This subclause does not apply to subclauses 9.1.1 Hot Places, 9.1.3 Wet Work, 9.1.4 Dirty Work, 9.1.5 Restrictive Spaces or 9.1.6 High Places, of this clause, the rates for which are cumulative.

9.8 Tools

9.8.1 The rates of pay for tradesperson classifications and apprentices appearing in Table 2 - Graded Trades Rates of Pay and Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications, are inclusive of tool allowances for such tradespersons.

9.8.2 The Company will provide for the use of tradespersons all necessary power tools, special purpose tools, precision measuring instruments and, for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.

- 9.8.3 Where it was the practice as at 5 November 1979 for the Company to provide all tools ordinarily required by tradespersons in the performance of their work, the Company may continue that practice.

10. Maximum Payment

- 10.1 Shift allowance and special rates are not subject to any premium or penalty additions.
- 10.2 All rates prescribed by this award must not exceed double the rate prescribed by clause 6, Rates of Pay, or clause 8, Special Rates (All Purpose), of this award, or the corresponding clauses of a Federal award. This subclause does not apply to any excess due to payments arising from clause 9, Disability Rates, clause 15, Shift Work Allowances for Shift Workers, or clause 18, Sunday and Public Holiday Rates (in respect of work done on public holidays) of this award or the corresponding clause of a Federal award.

11. Retention of Rate

- 11.1 Retention of Total Rate - Appointments on or after 29 May 2001

11.1.1 Organisational Change

An employee who is appointed on or after 29 May 2001 to a classification which receives a lower total rate of pay than the classification held immediately prior to the appointment, due to the rationalisation of the Company's operations, the introduction of technological change, or changes in work practices, is subject to the following arrangements:

(a) Two or more years' service

An employee with two or more years' continuous service with the Company will retain the total rate of pay applicable to the previous classification. The following adjustments apply:

- (i) In the first and second years after the date of appointment, all changes in the total rate of pay applicable to the previous classification.
- (ii) In the third year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.
- (iii) No further adjustments are applicable in subsequent years.

(b) Less than two years' service

An employee with less than two years' continuous service with the Company will retain the total rate of pay applicable to the previous classification. The following adjustments apply:

- (i) In the first year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.
- (ii) No further adjustments are applicable in subsequent years.

(c) When the total rate of pay of the employee's new classification exceeds the total rate of pay of the previous classification as adjusted under subparagraphs (a) or (b) of this paragraph, the employee will subsequently receive the total rate of pay of the new classification.

11.1.2 Market Change

An employee who is appointed on or after 29 May 2001 to a classification which receives a lower total rate of pay than the classification held immediately prior to the appointment, due to the market changes affecting the Company's operations, is subject to the following arrangements:

- (a) An employee with two or more years' continuous service with the Company will retain the total rate of pay applicable to the previous classification. The following adjustments apply:
 - (i) In the first year after the date of appointment, all changes in the total rate of pay applicable to the previous classification.
 - (ii) In the second year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.
 - (iii) No further adjustments are applicable in subsequent years.
- (b) When the total rate of pay of the employee's new classification exceeds the total rate of pay of the previous classification as adjusted under subparagraph (a) of this paragraph, the employee will subsequently receive the total rate of pay of the new classification.

11.1.3 Definition of Total Rate of Pay

The "total rate of pay" is calculated by adding the award rate of pay applicable under this award, and the appropriate over-award or bonus payment. The total rate of pay excludes all allowances and penalty rates.

An exception to this is the leading hand allowance. Inclusion of the leading hand allowance into the total rate of pay only applies if an employee has been receiving the allowance for greater than six months, but ceases to be entitled to that allowance for reasons outlined in paragraphs 11.1.1 and 11.1.2 of this subclause.

11.2 Retention of Rate - Appointments Prior to 29 May 2001

11.2.1 Where, as a result of the rationalisation of the Company's operations, the introduction of technological change, or changes in work practices, an employee is appointed prior to 29 May 2001 to a classification or classifications which receive lower earnings from the award rate of pay or bonus (or both) than did his or her classification immediately prior to the appointment or the first appointment ("the previous classification"):

- (a) If the employee has two or more years' continuous service with the Company, he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:
 - (i) In the first and second years after the date of an employee's appointment, all changes in the award rate of pay or bonus applicable to the previous classification;
 - (ii) In the third year after the date of appointment, half of any changes in the award rate of pay or bonus applicable to the previous classification;
 - (iii) Thereafter, no further adjustments.

Provided that, when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or she shall thereafter receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

- (b) If the employee has less than two years' continuous service with the Company, he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:
- (i) In the first year after the date of appointment half of all changes in the award rate of pay or bonus applicable to the previous classification;
- (ii) Thereafter, no further adjustments.

Provided that, when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or she shall thereafter receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

11.2.2 Where, as a result of a market change affecting the Company's operations, an employee is appointed prior to 29 May 2001 to a classification or classifications which receive lower earnings from the award rate of pay or bonus (or both) than did his or her classification immediately prior to the appointment or the first appointment ("the previous classification"), if the employee has two or more years' continuous service with the Company he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:

- (a) In the first year after the date of his appointment, all changes in the award rate of pay or bonus applicable to the previous classification.
- (b) In the second year after the date of his or her appointment, half of any changes in the award rate of pay or bonus applicable to the previous classification.
- (c) Thereafter, no further adjustments.

Provided that, when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or she shall thereafter receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

11.2.3 Where an employee, as a result of the circumstances specified in paragraphs 11.2.1 and 11.2.2 of this subclause, ceases to be entitled to a leading hand allowance, he or she shall (provided he or she had been receiving such leading hand allowance throughout the six months immediately proceeding such cessation of his or her entitlement thereto) retain the leading hand allowance to which he or she was entitled immediately proceeding such cessation of his or her entitlement subject to the same qualifications and adjustments as are specified in paragraphs 11.2.1 or 11.2.2 of this subclause in relation to the award rate of pay and bonus in the circumstances which result in the employee ceasing to be entitled to such leading hand allowance.

11.3 Agreement to Buy-out

There is scope for the Company and an employee and his or her union to agree to a one-off payment to buy out entitlements under subclauses 11.1 or 11.2 of this clause.

11.4 Definition of Award Rate of Pay

In this clause "award rate of pay" means the applicable rate of pay per 38-hour week set out in Table 1 - Restructured Ironworker Rates of Pay or Table 2 - Graded Trades Rates of Pay (excluding tool allowance), of Part C - Monetary Rates - Restructured Classifications.

The award rate of pay excludes all allowances and penalty rates.

12. Time and Payment of Wages

- 12.1 All wages will be paid fortnightly by electronic funds transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.
- 12.2 Each pay period will commence at 7.20 a.m. on Sunday computed from 7.20 a.m. on 1 June 1958.
- 12.3 Any variation of this award expressed to operate from the beginning of a pay period will operate as if each fortnightly pay period comprises two separate weekly pay periods.

DIVISION 3 - HOURS OF WORK

13. Hours of Duty

13.1 Full-time Employees

Ordinary working hours will be an average of 38 hours per week over the full cycle of the relevant work roster. Ordinary working hours will not exceed:

- 13.1.1 Eight hours during any consecutive 24 hours, or up to 12 hours during any consecutive 24 hours where there is agreement between the Company and the majority of employees concerned in the relevant work area; or
- 13.1.2 152 in 28 consecutive days;

except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.

13.2 Day Workers

- 13.2.1 Ordinary working hours will be worked Monday to Friday, inclusive, between the hours of 6.00 a.m. and 6.00 p.m. each day.
- 13.2.2 On each day worked, Monday to Friday, inclusive, not less than 30 minutes nor more than 45 minutes will be allowed to day workers for a meal and, except in the case of urgent breakdown work necessary to secure an immediate resumption of operations, will be allowed between the hours of 11.30 a.m. and 1.20 p.m.

13.3 Shift Workers

- 13.3.1 20 minutes will be allowed to shift workers each shift for crib which will be counted as time worked.
- 13.3.2 In the case of 12-hour shift systems, two 20-minute crib breaks will be taken approximately four hours apart. Each crib break will be taken in accordance with the needs of the operation and will be counted as time worked.

14. Employees Presenting Themselves for Work and Not Required

Subject to the provisions of clause 32, Contract of Employment, of this award, an employee who presents him or herself for ordinary work without notice that he or she will not be required will be paid at least four hours' pay.

DIVISION 4 - SHIFT WORK AND OVERTIME

15. Shift Work Allowances for Shift Workers

15.1 Subject to the provisions contained in this award which provide otherwise, shift workers will be paid, in addition to the rates payable under this award, the following shift work allowances:

15.1.1 Shift workers whilst working rotating shifts (day shift, night shift, afternoon shift), with regular weekly changes - at the applicable rate per 38-hour week as set out in Item 31 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications of this award, in respect of all shifts worked.

Exceptions to this are that:

- (a) each such rotating shift worker, when engaged under a roster system which does not provide for at least one third of his or her working time in the full cycle of the roster being on day shift, will be paid an additional shift allowance at the rate per 38-hour week as set out in Item 32 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, in respect of each of any number of afternoon and/or night shifts more than two-thirds of his or her working time in the roster worked by the employee;
- (b) working time on day shift will, if necessary, include shifts rostered off on day shift not exceeding an average over the full cycle of the roster of one per 38-hour week.

15.1.2 Shift workers whilst working shift work which involves regular weekly changes as follows:

- (a) day shift, night shift;
- (b) day shift, afternoon shift;
- (c) day shift, day shift, afternoon shift;
- (d) day shift, day shift, night shift;

will be paid the applicable amount per 38-hour week as set out in Item 33 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications of this award.

15.1.3 Shift workers whilst working shift work on shift systems as follows:

- (a) night shift, afternoon shift;
- (b) night shift only;
- (c) afternoon shift only;

will be paid the applicable amount per 38-hour week as set out in Item 34 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

15.1.4 Shift workers who work any afternoon or night shift other than under the shift systems set out in paragraphs 15.1.1, 15.1.2 and 15.1.3 of this subclause, and are not paid in respect of any day shift worked, will be paid at the applicable amount per shift for each afternoon or night shift worked as set out in Item 35 of Table 4 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications of this award.

15.1.5 Each shift allowance prescribed above is on a shift basis the rate being determined in each case by dividing the shift allowance prescribed by five.

15.2 In this clause "night shift" means any shift finishing after 12.00 a.m. and at or before 8.00 a.m.

- 15.3 Despite any other provisions of this clause, or clause 16, Saturday Rates for Shift Workers, or clause 18, Sunday and Public Holiday Rates, or clause 19, Night Work for Day Workers and Day Shift Workers, or clause 22, Overtime, of this award:
- 15.3.1 Electrical fitters, electrical mechanics and assistants to electrical tradespersons who are regularly employed in the shipping department will, while so working on shift work in that department, be paid in respect of ordinary time the following shift work allowances for the shifts specified below:
- (a) on day shifts Monday to Friday - nil;
 - (b) on afternoon shifts Monday to Friday - an amount equal to 50% of the award ordinary wage rate;
 - (c) on night shifts Monday to Friday - an amount equal to 100% of the award ordinary wage rate.
- 15.3.2 Such shift allowances will not be paid in respect of any shift for which weekend and public holiday penalty rates are payable or in respect of any overtime shift.
- 15.3.3 An employee working shift work on Saturdays, Sundays or public holidays, or working overtime, will be entitled to the following wage rates in addition to his or her ordinary wage rates:
- (a) Saturday work - 100%;
 - (b) Sunday work - 150%;
 - (c) public holiday work - 150%;
 - (d) overtime work on other than Sundays and public holidays - 100%;
 - (e) overtime work on Sundays and public holidays - 150%.
- 15.3.4 Any amount prescribed by this subclause will be calculated to the nearest 10 cents, any broken part of 10 cents in the result not exceeding 5 cents being disregarded.

16. Saturday Rates for Shift Workers

Shift workers who have an ordinary shift rostered on a Saturday will be paid at the rate of time and one-half.

17. Shift Workers Whose Ordinary Working Period Includes Sundays and Public Holidays as Ordinary Working Days

Employees may be required to work seven-day shift work to meet the needs of the business. These employees will be required to work Sundays and public holidays as ordinary working days.

18. Sunday and Public Holiday Rates

- 18.1 An employee will be paid at the rate of:
- 18.1.1 double time for all work done on Sundays;
 - 18.1.2 double time and one-half for all work done on the public holidays prescribed in clause 23, Public Holidays, of this award.

- 18.2 A shift commencing on a Sunday or public holiday will be paid for at the Sunday or public holiday rates throughout and a shift which does not commence on a Sunday or public holiday, though it extends into a Sunday or public holiday, will not carry Sunday or public holiday rates for any part of this shift.

19. Night Work for Day Workers and Day Shift Workers

- 19.1 Subject to clause 10, Maximum Payment, of this award, but otherwise despite anything contained in this award:

19.1.1 a Day Worker who is required in lieu of ordinary day work; or

19.1.2 a Day Shift Worker who is required in lieu of a day shift on which he or she would ordinarily be rostered,

to work at night for periods of not less than a full shift on less than five consecutive nights, or on less than four consecutive nights when the fifth night is his or her 38-hour week rostered off night, will be paid at the rate of time and one half of the ordinary rate of pay for the purpose of clause 6, Rates of Pay, of this award or the corresponding clause of a Federal award, except:

19.1.3 on Saturdays, Sundays, 38-hour week rostered off days and holidays; and

19.1.4 in respect of any night for which the employee has not been given at least 48 hours' notice,

when the employee will be paid at overtime rates for Day Workers. No shift allowance is payable in respect of night work under this clause.

- 19.2 In this clause "night" means any hours between 3.20 p.m. and 7.20 a.m., and "Day Shift Worker" means a shift worker employed on a shift system involving day shift only.

20. Transfer of Day Workers from Day Work to Shift Work

- 20.1 Day workers may be employed as and become shift workers and paid accordingly. The period of transfer will not be less than:

20.1.1 five shifts; or

20.1.2 four shifts when the fifth shift is his or her 38-hour week rostered off shift.

- 20.2 Day workers should be given at least 48 hours' notice by the Company of the transfer to shift work. If this notice is not given by the Company, he or she will be paid at overtime rates for any shift upon which he or she are employed as a shift worker under this clause.

21. Transfer of Shift Workers

- 21.1 A shift worker who is required to work on a shift on which he or she would not ordinarily be rostered will be paid at overtime rates for any such shift. This provision does not apply if:

21.1.1 the Shift Worker has been given at least 48 hours' notice of the requirement to transfer; or

21.1.2 the Shift Worker is reverting to the shift on which he or she would ordinarily have been rostered.

22. Overtime

- 22.1 Day Workers

Day workers for all time worked:

- 22.1.1 in excess of, or outside, the ordinary working hours and time prescribed by this award; or
- 22.1.2 in excess of five hours without a meal break (except in the case of urgent breakdown work necessary to secure an immediate resumption of operations),

will be paid at a rate of time and one-half for the first two hours and at the rate of double time after that.

22.2 Shift Workers

Shift workers for all time worked:

- 22.2.1 in excess of the ordinary working shift hours prescribed by this award; or
- 22.2.2 on more than 11 shifts in 12 consecutive days; or
- 22.2.3 on a rostered shift off; or
- 22.2.4 in excess of five and one-half hours without a crib break,

will be paid at the rate of time and one half for the first two hours and at the rate of double time after that.

This subclause will not apply when the time is worked:

- 22.2.5 by arrangement between the employees themselves; or
- 22.2.6 for the purpose of effecting the customary rotation of shifts.

22.3 General

22.3.1 Minimum Eight Hour Rest

- (a) Where overtime work is necessary, it should, where reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the end of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not had at least eight consecutive hours off duty between those times will, subject to this subclause, be released after the completion of working overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company such an employee resumes or continues working without having had eight consecutive hours off duty, he or she will be paid at double rate until he or she is released from duty for such period and he or she will then be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such period.

If, immediately after taking an eight-hour rest period, an employee is required to report for work outside his or her ordinary day or shift commencing time and reasonable means of transport are not available, the Company should convey or supply the employee with transport to work.

22.3.2 Minimum Payment

- (a) a day worker required to work on a Saturday, Sunday, a 38-hour week rostered day off or a public holiday; or

- (b) a Monday to Saturday shift worker required to work on a Sunday, a 38-hour week rostered day off or a public holiday,

will be paid for a minimum of four hours' work. Provided that, where the actual working time is less than four hours, the working period will not be regarded as overtime for the purposes of paragraph 22.3.1 of this clause.

22.3.3 Rounding Up to Nearest Quarter of an Hour

For the purposes of this clause, a fraction of a quarter of an hour of overtime counts as a quarter of an hour if more than five minutes have been worked.

22.3.4 Payment for Call-out

An employee recalled from his or her home to work overtime will be paid for a minimum of four hours' work. If the actual time worked is shorter than four hours, the working period will not be regarded as overtime for the purpose of paragraph 22.3.1 of this subclause. For the purpose of this clause, a recall from home to work overtime takes place when the employee is notified at home of the requirement to return to work. An employee recalled from his or her home to work overtime will, at the employee's option, be provided with a suitable meal free of cost for each normal meal break falling during the overtime for which he or she was called out, or be paid for a meal allowance as set out in Item 36 of Table 4 of Part C - Monetary Rates - Restructured Classifications of this award.

22.3.5 Crib

An employee required to continue at work on overtime for more than one and a half hours after his or her ordinary ceasing time, who was not notified before leaving work on the previous day or shift that he or she would be required to work overtime, may choose to receive either:

- (a) a suitable meal free of cost, and another meal for each subsequent meal break into which the work extends; or
- (b) payment of a meal allowance as set out in Item 36 of Table 4, Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award.

22.3.6 Spoilt Meal

If an employee reports to work on notified overtime to find that he or she is not required to work, or is required to work less than one and a half hours, and he or she has brought a meal to work, he or she is entitled to payment of a meal allowance as set out in Item 36 of Table 4 of Part C - Monetary Rates - Restructured Classifications of this award, as compensation.

22.3.7 Transport Home

Where an employee working overtime finishes work at a time when reasonable means of transport is not available to them, the Company will:

- (a) within a reasonable time transport the employee to:
- (i) a reasonable distance from his or her home; or
- (ii) a place to which the employee usually travels by public transport when returning home from work; or

- (iii) a place from which he or she can, within a reasonable time, obtain public transport to a reasonable distance from his or her home or the place to which he or she usually travels by public transport when returning home from work; or
- (b) pay the employee his or her current rate of pay for the time reasonably occupied in reaching his or her home.

DIVISION 5 -TYPES OF LEAVE AND PUBLIC HOLIDAYS

23. Public Holidays

- 23.1 The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, Queen's Birthday, the local Eight Hour Day, Christmas Day and Boxing Day and the picnic day of the steel industry unions, if any, are observed and special days appointed by proclamation as public holidays throughout the State, are to be public holidays.

Day workers and Monday to Saturday shift workers not required to work on a public holiday will be paid for the public holiday at the ordinary rates of pay under clause 6, Rates of Pay, and clause 8, Special Rates (All Purpose) of this award, or the corresponding clause of a Federal award, and the applicable bonus.

- 23.2 This provision for payment does not apply to:

- 23.2.1 an employee whose rostered shift falls on a public holiday (subject to the provisions of subclause 27.2 of clause 27, Days Added to the Period of Annual Leave or Long Service Leave) of this award;
- 23.2.2 an employee who is absent without leave, or reasonable excuse, on the working day before or after a public holiday.

24. Sick Leave

- 24.1 Illness or Incapacity

An employee who is absent for his or her ordinary working hours due to personal illness or incapacity, and not due to his or her own serious and wilful misconduct, is entitled to be paid at ordinary time rates of pay and applicable bonus payment for the time of his or her absence, subject to the following:

- 24.1.1 Workers' Compensation

An employee is not entitled to be paid for an absence of any period for which he or she is entitled to workers' compensation.

- 24.1.2 Absence Notification

An employee must inform the Company of his or her inability to attend work within 24 hours of the commencement of his or her absence. An employee should state the nature of the illness or incapacity and the estimated duration of his or her absence.

- 24.1.3 Proof of Absence

An employee must prove to the satisfaction of the Company or, in the event of a dispute, the Industrial Relations Commission of New South Wales that he or she is or was unable to attend for duty on the day or days for which payment under this clause is claimed on account of his or her illness or incapacity.

- 24.2 Entitlements

- 24.2.1 Calculation of Entitlements

An employee is entitled to sick pay for the number of ordinary working hours based on the years of his or her continued employment as follows:

- (a) an employee with less than one year's continued employment is entitled to 40 ordinary hours;
- (b) an employee with one or more years' continued employment but less than ten years' continued employment is entitled to 64 ordinary hours;
- (c) an employee with ten or more years' continued employment is entitled to 80 ordinary hours;
- (d) claimed leave will be deducted from the employee's accrued leave.

24.2.2 Accumulation of Entitlements

Unused sick leave will accumulate each year of continuous employment with the Company, whether under this or any other award. Accumulated sick leave may be used in subsequent years of continued employment subject to the conditions prescribed by this clause. The maximum period of accumulation is 16 years, from the end of the year in which he or she accrued.

24.2.3 Three Months' Minimum Service

There is no entitlement to sick leave until an employee has completed three months' continuous service.

24.2.4 Continuous Service

For the purpose of this clause, continuous service is considered as not being broken by:

- (a) any absence from work on leave granted by the Company; or
- (b) any absence from work due to personal illness, injury or other reasonable cause which the employee has provided sufficient proof.

These absences will not be taken into account in computing the qualifying period of three months.

25. Personal/Carer's Leave

25.1 Use of Sick Leave

25.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (b) of paragraph 25.1.3 of this subclause, who needs the employee's care and support, is entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 24, Sick Leave, of this award for absences to provide care and support for such persons when he or she is ill. Such leave may be taken for part of a single day.

25.1.2 The employee will, 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.

- 25.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) 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
 - (iii) 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
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purpose of this subparagraph:
 - (A) "relative" means a person related by blood, marriage or affinity;
 - (B) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (C) "household" means a family group living in the same domestic dwelling.

25.1.4 An employee will, wherever practicable, give the Company 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 will notify the Company by telephone of such absence at the first opportunity on the day of absence.

25.2 Unpaid Leave for Family Purpose

25.2.1 An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (b) of paragraph 25.1.3 of subclause 25.1 of this clause who is ill.

25.3 Annual Leave

25.3.1 An employee may elect with the consent of the Company, 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.

25.3.2 Access to annual leave, as prescribed in 25.3.1 of this subclause, will be exclusive of any shutdown period provided for elsewhere under this award.

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

25.4 Time Off in Lieu of Payment for Overtime

- 25.4.1 An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the election.
- 25.4.2 Overtime taken as time off during ordinary-time hours will be taken at the ordinary-time rate, that is, an hour for each hour worked.
- 25.4.3 If, having elected to take time as leave in accordance with paragraph 25.4.1 of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 12-month period or on termination of employment.
- 25.4.4 Where no election is made in accordance with paragraph 25.4.1 of this subclause, the employee will be paid overtime rates in accordance with the award.

25.5 Make-up Time

- 25.5.1 An employee may elect, with the consent of the Company, 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.
- 25.5.2 An employee on shift work may elect, with the consent of the Company, 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.

25.6 Rostered Days Off

- 25.6.1 An employee may elect, with the consent of the Company, to take a rostered day off at any time.
- 25.6.2 An employee may elect, with the consent of the Company, to take rostered days off in part-day amounts.
- 25.6.3 An employee may elect, with the consent of the Company, 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 Company and employee, or subject to reasonable notice by the employee or the Company.
- 25.6.4 This subclause is subject to the Company informing each union which is both party to the award and which has members employed at the Works of its intention to introduce an enterprise system of rostered day off flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

26. Annual Leave

26.1 Day Workers and Monday to Saturday Shift Workers

For annual leave provisions see the *Annual Holidays Act 1944*.

26.2 Shift Workers under clause 17, Shift Workers Whose Working Period Includes Sundays and Public Holidays as Ordinary Working Days

- 26.2.1 In addition to the annual holiday of four weeks provided by section 3 of the *Annual Holidays Act 1944* for a year of employment, seven-day shift workers under clause 17 are entitled to the additional leave specified below:

- (a) if an employee has worked as a seven-day shift worker for the full year, he or she is entitled to one week's additional leave;
- (b) subject to subparagraph (d) of this paragraph, if an employee has worked as a seven-day shift worker for only a portion of the year, he or she is entitled to one additional day of leave for every 33 ordinary shifts worked as a seven-day shift worker;
- (c) subject to subparagraph (d) of this paragraph, an employee will be paid for additional leave at the annual leave rate of pay for the number of ordinary hours of work for which the employee would have been rostered for duty during the period of additional leave;
- (d) where the additional leave calculated under this subclause is or includes a fraction of a day, the fraction will not form part of the leave period. Any fraction will be discharged by payment only;
- (e) in this clause, reference to one week and one day includes holidays and non-working days.

26.2.2 Where an employee's employment is terminated and he or she is therefore entitled under section 4 of the *Annual Holidays Act 1944* to payment in lieu of an annual leave with respect to a period of employment, he or she is also entitled to an additional payment of three hours at the annual leave rate of pay for each 21 shifts of service as a seven-day shift worker which he or she worked during his or her period of employment.

26.3 Monday To Saturday Shift Workers Who Are Regularly Rostered For Duty On Saturdays As Ordinary Working Days

In addition to the annual holiday of four weeks provided by section 3 of the *Annual Holidays Act 1944* for a year of employment, Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days are entitled to the additional leave specified below:

- 26.3.1 For every 13 Saturdays upon which an employee worked an ordinary shift as a Monday to Saturday shift worker who is rostered for duty on Saturdays as ordinary working days, he or she is entitled to one day additional leave for that year.
- 26.3.2 Where the additional leave calculated under this subclause is or includes a fraction of a day, the fraction will not form part of the leave period. Any fraction will be discharged by payment only.
- 26.3.3 The additional entitlements under this subclause will apply only to leave which becomes fully due on or after 23 September 1980.

26.4 All Employees - Annual Leave Loading

- 26.4.1 An employee will be paid a loading of 20% for the period of his or her annual leave, calculated on the less of:
 - (a) his or her ordinary pay pursuant to the *Annual Holidays Act 1944* and, where applicable, his or her annual leave rate of pay pursuant to this clause and clause 27, Days Added to the Period of Annual Leave or Long Service Leave, of this award; or
 - (b) the sum of:
 - (i) the employee's award rate of pay for ordinary time at the commencement of his or her annual leave as prescribed for the purpose of clause 6, Rates of Pay, of this award; and

- (ii) the employee's applicable bonus payable at the commencement of his or her annual leave; and
- (c) provided that an employee who would have worked on shift work had he/she not been on annual leave will be paid whichever is the greater of:
 - (i) the loading; or
 - (ii) the shift work allowances specified in clause 15, Shift Work Allowances for Shift Workers, and the weekend penalty rates specified in clause 16, Saturday Rates for Shift Workers, and (in respect of Sundays only) clause 18, Sunday and Public Holiday Rates, of this award that would have been payable to the employee in respect of ordinary time during his or her period of annual leave had he or she not been on annual leave.

26.4.2 The loading prescribed by this subclause will apply to payment in lieu of a fully due annual holiday on termination of employment, but will not apply to proportionate annual holiday payment on termination of employment.

27. Days Added to the Period of Annual Leave Or Long Service Leave

27.1 Seven-day Shift Workers

A seven-day shift worker under clause 17, Shift Workers Whose Working Period Includes Sundays and Public Holidays as Ordinary Working Days, of this award, is entitled to one added day of annual leave or long service leave, if a public holiday prescribed in clause 23, Public Holidays, of this award falls within the period of leave.

27.2 Rostered Off Duty

An employee who is rostered off duty on a day which is a public holiday prescribed by this award and who is not required to work on that day will:

- 27.2.1 By mutual consent, be paid, in the pay for the period in which the public holiday falls, for the public holiday at the rate payable pursuant to clause 23, Public Holidays; or
- 27.2.2 have one day added to his or her annual leave period

This subclause does not apply when the public holiday falls:

- 27.2.3 on a Saturday or Sunday, except in the case of employees employed as seven-day shift workers under clause 17, Shift Workers Whose Working Period Includes Sundays and Public Holidays as Ordinary Working Days, of this award; or
- 27.2.4 on a Sunday in the case of employees employed as Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.

27.3 Rate for Added Days

Any day or days added in the case of annual leave will be paid for at the annual leave rate of pay. Any day or days added in the case of long service leave will be paid at the long service leave rate of pay.

27.4 Discharging Added Days

Any day or days added in accordance with subclauses 27.1 or 27.2 of this clause will be the working day or working days immediately following the period of annual leave to which the employees are entitled under clause 26, Annual Leave, or clause 28, Long Service Leave of this award.

27.5 Definition of Working Days

For the purposes of subclause 27.4 of this clause, "working days" will be:

- 27.5.1 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a day worker - any day of the week including a day on which employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave, but excluding a Saturday, a Sunday or a public holiday prescribed by this award.
- 27.5.2 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a Monday to Saturday shift worker - any day of the week other than a Sunday or a public holiday prescribed by this award, including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave.
- 27.5.3 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a seven-day shift worker under clause 17, Shift Workers Whose Working Period Includes Sundays and Public Holidays as Ordinary Working Days - any day of the week, including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave.

27.6 Termination Payment

Where an employee's employment has been terminated and he or she becomes entitled, under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, he or she is also entitled to an additional payment for each day accrued to them under subclause 27.2 of this clause at the annual leave rate of pay.

27.7 Seven-day Shift Workers

An employee who is employed as a seven-day shift worker who:

- 27.7.1 has a day added to his or her annual leave pursuant to subclauses 27.1 and 27.2 of this clause; and
- 27.7.2 such a day falls on a public holiday prescribed by clause 23, Public Holidays, on which the employee would have been rostered to work an ordinary shift were it not for his or her entitlement to an added day,

will be paid for such day, in addition to his or her entitlement under subclause 27.3 of this clause, at the rate prescribed by subclause 23.1 of clause 23, Public Holidays of this award.

28. Long Service Leave

- 28.1 For long service leave provisions see the *Long Service Leave Act 1955*.
- 28.2 Despite the *Long Service Leave Act 1955*, the award rate element of ordinary pay for long service leave will be either:
- 28.2.1 the rate determined in accordance with the *Long Service Leave Act 1955*; or
- 28.2.2 the rate applicable to the employee at the commencement of his or her long service leave entitlement,
- whichever is the greater.

- 28.3 An employee is entitled to have all days which are prescribed as public holidays by clause 23, Public Holidays, of this award treated as days appointed by the Governor as public holidays for the purposes of the application to him or her of section 4 (4A) of the *Long Service Leave Act 1955*.

29. Jury Service

- 29.1 An employee required to attend jury service:

29.1.1 during his or her ordinary working hours; or

29.1.2 immediately following an ordinary night shift or immediately before an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending for jury service, is not reasonably able to report for work on the night shift or afternoon shift,

will be reimbursed by the Company the difference between the amount paid to them by the Court for his or her attendance for jury service and his or her ordinary time rate of pay and applicable bonus for the period he or she would have worked had he or she not attended for jury service.

- 29.2 An employee must notify the Company as soon as possible of the date upon which he or she is required to attend for jury service.

- 29.3 An employee must give the Company proof of his or her attendance, the duration of such attendance, and the amount received from the Court in respect of the jury service.

30. Compassionate Leave

- 30.1 Entitlement

An employee, other than a casual employee, will be entitled to up to two days' compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause 30.3 of this clause. In addition to the ordinary-time rate of pay, the employee will be paid the amount of over-award or bonus he/she would have otherwise received during ordinary working hours.

- 30.2 An employee is not entitled to compassionate leave if the period of leave coincides with any other period of paid leave.

- 30.3 Compassionate leave will be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (b) of paragraph 25.1.3 of subclause 25.1 of clause 25, Personal/Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.

- 30.4 Compassionate leave may be taken in conjunction with other leave available under subclauses 25.2, 25.3, 25.4, 25.5 and 25.6 of the said clause 25. In determining such a request, the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

- 30.5 Notification

The employee must notify the Company as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.

31. Parental Leave

For parental leave provisions refer to Part 4, Parental Leave, of Chapter 2, Employment, of the *Industrial Relations Act 1996*, as amended from time to time.

DIVISION 6 - EMPLOYMENT RELATIONSHIP

32. Contract of Employment

32.1 Weekly Employment

Employment will be on a weekly basis, subject as provided for elsewhere in this award.

32.2 Probation

Employees will be on probation for the first three months of his or her employment. Employment will be on a daily basis at the weekly rate fixed and may be terminated for the first week at a day's notice and subsequently may be terminated on one week's notice, or by the payment in lieu or forfeiture of one week's wages, as the case may be.

32.3 Termination

Subject to clause 32.2 of this clause, employment may be terminated by one week's notice on either side, given at any time during the week, or by the payment or forfeiture of one week's wages, as the case may be. Where an employee has given notice, or has been given notice by the Company, he or she will, upon request, be granted leave of absence without pay for one day or shift during the period of notice in order to look for alternative employment.

32.4 Performance of Work

Employees must perform such work as the Company may, from time to time, reasonably require. An employee who does not perform or attend for his or her duty will lose his or her pay for the actual time of non-attendance or non-performance, except as provided by clause 24, Sick Leave.

32.5 Deduction of Pay for Non-work

This clause does not affect the right of the Company to deduct payment for any day during which an employee cannot be employed usefully because of any strike, or through any breakdown of machinery, or due to any cause for which the Company reasonably cannot be held responsible.

32.6 Stand Down

Despite the provisions of this clause, the Company has the right to stand an employee down for refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee. The Company may deduct payment for any day or portion of a day during which the employee is stood down, subject to the following:

32.6.1 Investigation

No employee may be stood down before an adequate investigation of the circumstances of the alleged offence has been made or before the employee has had an opportunity to state his or her case and present witnesses to the facts. This does not apply in the case of a group standing down.

32.6.2 Only Superintendent May Stand Down

Only the employee's superintendent may make a decision as to the standing down of the employee when the superintendent is on duty.

32.6.3 Limited Ability of Supervisor to Stand Down

The right of the employee's supervisor to stand down an employee is limited to situations where the employee's superintendent is not on duty. The supervisor can only stand down an employee for a period not exceeding the balance of the shift, and only in cases where

the employee refuses duty or where the supervisor reasonably is of the opinion that the continued presence of the employee on the plant would be likely to:

- (a) constitute a hazard either to that employee or to other employees, or to plant and equipment; or
- (b) interfere with normal and orderly functioning of the Company's operations; or
- (c) be prejudicial to discipline.

32.6.4 Superintendent Interview Following Supervisor Standing Down

Where a supervisor stands an employee down, the supervisor will arrange for the employee to be interviewed by the superintendent not later than the commencement of the employee's next rostered shift of duty or another mutually arranged time. The superintendent, after reviewing the case, must inform the employee of his or her decision on the matter.

32.6.5 Appeal

An employee is entitled to appeal to the relevant Company human resources representative for his or her department against any decision of a superintendent. Despite the appeal, the superintendent's decision takes effect pending the determination of the appeal.

32.6.6 Working in Other Departments

If an employee is working in a department other than his or her normal department, the employee may be stood down by the appropriate supervisor for that department, subject to the other parts of this clause.

32.6.7 Definition of Superintendent

"Superintendent" includes:

- (a) any officer with authority higher than that of a superintendent;
- (b) any officer acting as a superintendent's deputy in the absence of a superintendent;
- (c) in a department where there is no officer with the title of superintendent, the supervisor who is in charge and in his or her absence his or her deputy.

32.6.8 Definition of Department

"Department" includes a section of the plant called a "department" and any other separately administered section of the plant.

32.6.9 Definition of Group Standing Down

"Group standing down" means the standing down of a group of not less than four employees who have refused duty or who have committed misconduct whilst acting in concert.

32.7 Summary Dismissal

This clause does not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct. Where an employee is summarily dismissed, wages will be payable up to the time of dismissal only, subject to the following:

32.7.1 Investigation

No employee may be dismissed without notice before an adequate investigation of the circumstances of the alleged offence has been made.

32.7.2 Only Superintendent May Dismiss

Only the employee's superintendent may make a decision to dismiss the employee without notice.

32.7.3 Must State Reasons for Dismissal

When a superintendent decides to dismiss an employee without notice, the superintendent must give the employee the reasons for the dismissal without notice.

32.7.4 Contesting Dismissal

If immediately following a dismissal without notice the dismissed employee, or the employee's delegate, tells the superintendent that the dismissal will be contested:

- (a) the dismissal will take effect seven calendar days from the time that the employee was told of his or her dismissal; and
- (b) during these seven calendar days, despite the provisions of subclause 32.6 of this clause, the employee will be stood down without pay.

32.7.5 Definitions

The word "superintendent" has the same meaning as in subclause 32.6.7 of this clause.

33. Requirements to Work in Accordance With the Needs of the Industry

33.1 Overtime

For the purpose of meeting the needs of the industry, the Company may require an employee to work reasonable overtime, including work on a Sunday and a public holiday, at the rate prescribed by this award. Unless reasonable excuse exists, the employee will work in accordance with this requirement.

33.2 Change of Shift System

Subject to clause 20, Transfer of Day Workers from Day Work to Shift Work, and clause 21, Transfer of Shift Workers, of this award, for the purpose of meeting the needs of the industry the Company may require any employee to transfer from one shift system to another shift system prescribed by this award at the applicable rate. Unless reasonable cause exists, an employee will work in accordance with this requirement.

34. Termination of Employment Due to Retrenchment Or Redundancy

34.1 Retrenchment

34.1.1 Application

This subclause applies to collective dismissals by way of retrenchment, whether made at the same time or over a period of time and where the dismissals relate to circumstances affecting the Company's enterprise and not to the conduct of the employees. It does not

apply to the termination of employment on account of the introduction of mechanisation or technological change.

34.1.2 Informing Unions and Employees Affected

The Company is obliged to inform the union parties to this award, and the Company's employees who may be affected by any retrenchments, of the facts and circumstances of the proposed retrenchments as soon as the Company becomes aware that the retrenchments are necessary.

34.1.3 Notice of Termination

Despite any other provision of this award, an employee being dismissed will receive four weeks' written notice of dismissal, or four weeks' pay in lieu of notice given.

34.1.4 Leave to Seek Alternative Employment

If an employee is required to work out his or her four weeks' notice, the employee is entitled to one day's leave with pay in each of the four weeks to enable him or her to look for alternative employment.

34.1.5 Severance Payment

An employee is entitled to a severance payment whichever is the higher of:

- (a) payments prescribed under the *Employment Protection Act* 1982 or any legislation which succeeds or replaces it; or
- (b) the severance payment prescribed below:
 - (i) Four weeks' basic pay as defined; and
 - (ii) Payments related to age and service, according to the following table:

Age at time of termination	Less than 6 months' continuous service	Benefits after 6 months' continuous service
Under 55	No payment	1.25 weeks' basic pay for each year of continuous service, or part thereof on a pro rata basis.
55 or older	No payment	1.5 weeks' basic pay for each year of continuous service, or part thereof on a pro rata basis.

The scheme under subparagraph (b) of this paragraph has a maximum payment of 26 weeks' pay.

A week's basic pay refers to the award wage, plus applicable over-award or bonus. Basic pay does not include shift work allowances, weekend penalties or overtime.

34.1.6 Less than Six Months' Service Not Entitled

Employees retrenched who have less than six months' continuous service are not entitled to severance pay under this subclause.

34.2 Mechanisation or Technological Change

34.2.1 Application

This subclause applies despite the provision of clause 32, Contract of Employment, where, on account of the introduction or proposed introduction by the Company of

mechanisation or technological changes in the industry covered by this award, the Company proposes to terminate the employment of an employee.

34.2.2 Notice of Termination

An employee covered by this subclause will be given three months' notice of the termination of his or her employment. If the employment of an employee is terminated and the Company fails to give such notice in full:

- (a) The Company will pay the employee at the ordinary rate of pay for the employee's classification for a period equal to the difference between three months and the period of the notice given; and
- (b) The period of notice required by this paragraph is deemed to be service with the Company for the purpose of the *Annual Holidays Act 1944* and the *Long Service Leave Act 1955* or any Act amending or replacing either of those Acts.

34.2.3 Less than 12 Months' Service Not Entitled

Employees who have less than 12 months' continuous service are not covered by this subclause.

34.2.4 Dismissal for Other Reasons Not Prejudiced

The right of the Company to dismiss an employee for reasons specified in clause 32, Contract of Employment, is not prejudiced by the fact that the employee has been given notice under this subclause of the termination of his or her employment.

34.3 Notifications

34.3.1 Application

This subclause applies if the Company proposes to introduce into the industry covered by this award mechanisation or technological changes which will result in one or more employees becoming redundant.

34.3.2 When Notifications Must Be Given

At least six months before the introduction of mechanisation or technological changes referred to in paragraph 34.3.1 of this subclause, the Company shall give notifications in accordance with paragraph 34.3.3 and, if it is not practicable for the Company to give such notifications at least six months before such introduction, then the Company shall give the notifications as early as it is practicable for the Company to give them.

34.3.3 Whom Notifications are to be Given To

The notifications to be given in accordance with paragraph 34.3.2 of this subclause are notifications in writing to:

- (a) the Industrial Registrar;
- (b) the Director of the Vocational Guidance Bureau;
- (c) the Director of Technical and Further Training; and
- (d) the state secretaries of the relevant unions.

34.3.4 Content of Notifications

The notifications to be given in accordance with paragraph 34.3.2 of this subclause shall state:

- (a) the number of employees who may become redundant;
- (b) the occupation of these employees;
- (c) the approximate date when the employment of these employees is likely to terminate.

35. Anti-Discrimination

35.1 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.

35.2 It follows that, in fulfilling his or her obligations under the dispute resolution procedure prescribed by clause 36 of 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.

35.3 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.

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

- 35.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 35.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 35.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 35.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

35.5 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 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.”

36. Procedure for Resolving Claims, Issues and Disputes

36.1 Introduction

The parties intend that the level of direct action in the Company's operations, particularly strikes, be greatly reduced in order to provide a basis for a reduction of the ordinary weekly hours of work in the steel industry to 38 and to minimise contraction of the industry's operations.

To enable claims, issues and disputes to be progressed while work proceeds normally, the following procedure will apply:

36.1.1 Departmental Claims, Issues And Disputes

- (a) Employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible. If the reply cannot be given by the end of the next ordinary working shift, a progress report will be given.
- (b) Failing agreement, employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the superintendent or deputy. The superintendent or deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible. If a reply cannot be given by the end of the superintendent's or deputy's next ordinary working day, a progress report will be given.
- (c) Failing agreement, employee(s) and/or delegate(s) and/or official(s) of the union(s) involved will place the claim, issue or dispute before the Company's Employee Relations Department. The claim, issue or dispute and all relevant circumstances relating to it will then be fully reviewed by the management of the Company and by the union(s) involved and all reasonable steps will be taken in an endeavour to resolve the matter.
- (d) Failing agreement, the claim, issue or dispute will be referred to the appropriate industrial relations tribunal, if the union(s) wants to pursue it further.
- (e) The above procedures in subparagraphs (a) to (c) of this paragraph do not apply to claims, issues or disputes relating to genuine safety matters. In such matters the Company will undertake immediate investigations including discussions with the employee(s) and/or delegate(s) and/or official(s) of the union(s) involved. As necessary the appropriate Government authority will be involved.

36.1.2 General Claims, Issues And Disputes

- (a) The official(s) and delegate(s) of the union(s) involved will place the claim, issue or dispute before the Company's Employee Relations Department, which will take all reasonable steps to reply as soon as possible.
- (b) Failing agreement, the claim, issue or dispute will be referred to the appropriate industrial relations tribunal if the union(s) wants to pursue it further.

36.2 Other Rights and Duties

The provisions of this clause will not affect in any way any other rights and duties of any party to this award pursuant to the *Industrial Relations Act* 1996 or any other Act or at common law in relation to any matter.

36.3 Review of Procedure

The operation of this clause will be jointly reviewed by the parties at regular intervals.

DIVISION 7 - MISCELLANEOUS

37. Delegates

37.1 Recognition of Delegates

- 37.1.1 The Company will recognise an employee who is a delegate representing the employees in a shop or department where he or she is employed. A delegate will be allowed the necessary time to interview the employees for whom the delegate represents, the Company or its representatives, during working hours, where there is a dispute affecting employees in his or her shop or department.
- 37.1.2 The Company will not be bound to recognise as a delegate any employee whom the union concerned has sent written notification to the Company that it does not recognise that employee as a delegate.
- 37.1.3 The Company will, upon request, provide each recognised delegate with a suitable locker for the purpose of storing relevant union material at the workplace.

37.2 Delegates' Training

- 37.2.1 The Company recognises the unions' desire for delegates' training and will cooperate with unions to facilitate release and pay ordinary wages to delegates attending a agreed courses in cases where:
- (a) there is prior consultation with the Company about the course and the ability to release particular employees from the job;
 - (b) the course is aimed at improving industrial relations and deals with relevant matters in a positive and responsible manner;
 - (c) when appropriate, there is an opportunity for Company participation in or contribution to the course.

The Company will not unreasonably refuse to release delegates to attend training courses that comply with subparagraphs (a), (b) and (c) of this paragraph.

38. Apprentices

Where any provisions of this award, so far as they relate to apprentices, are inconsistent with the provisions of this clause, the provisions of this clause will, to the extent of the inconsistency, prevail.

38.1 Conditions of Employment

The ordinary conditions of employment, including method of payment, award holidays, hours and overtime, will be those contained in this award, provided an apprentice whilst under 18 years of age will not be allowed to work shift work, and an apprentice will not work shift work unless working under the control of a tradesperson in the same trade. An apprentice will not be required to work overtime during the first year of his or her apprenticeship unless he or she is willing to do so.

38.2 Lost Time

The Company may deduct from the wages of an apprentice amounts proportionate to the working time lost by the apprentice in any wage period when suspended under the provisions of subclause 38.3 of this clause or owing to his or her absence from the service of the Company, unless such absence is caused by:

- 38.2.1 the Company's fault;
- 38.2.2 illness not exceeding one week in each year of service, duly certified by a qualified medical practitioner;

38.2.3 the occurrence of any public holiday prescribed by this award.

38.3 Disciplinary Code

38.3.1 Apprentices may be suspended by the Company without pay during such period of suspension for the following reasons, and subject to the undermentioned limitations of each suspension, viz:

Nature of Offence or Misdemeanour

Disobedience, Laziness, Bad Timekeeping, General Misconduct, etc.

First Offence - The apprentice will be cautioned and told that this caution will be noted on his or her history card.

Second Offence - The apprentice may be suspended for a period not exceeding five working days (without pay). Time lost by such suspension will be made up at the end of each year.

Third Offence - The apprentice may be suspended for a period not exceeding ten working days (without pay). Time lost by such suspension will be made up at the end of each year.

Following a suspension, the apprentice may be brought before the Company's Internal Apprenticeship Authority which will admonish the apprentice and advise them that his or her offence or misdemeanour, if persisted in, may lead to cancellation of his or her indenture in accordance with Part 4 of the *Industrial and Commercial Training Act 1989*. Insolence, Wilful Disobedience, Wilful Damage to Property, Neglect of Safety Precautions which may result in injury to himself or fellow employees, Theft, Assault or Other Serious and Wilful Misconduct

First Offence - The apprentice may be instantly suspended for a period not exceeding five working days (without pay). Time lost by such days' suspension will be made up at the end of each year.

Second Offence - The apprentice may be instantly suspended for a period not exceeding ten working days (without pay). Time lost by such suspension will be made up at the end of each year.

Following a suspension, the apprentice may be brought before the Company's Internal Apprenticeship Authority which will admonish the apprentice. If such conduct is persisted in, the apprentice may be suspended immediately and his or her indenture may be cancelled in accordance with Part 4 of the *Industrial and Commercial Training Act 1989*.

38.3.2 When the Company intends to suspend an apprentice, it will immediately so advise the Commissioner for Vocational Training and the union or unions covering the apprentice's trade.

38.3.3 When the Company suspends an apprentice, the suspension will be effected by handing or delivering to the apprentice a notice in writing specifying:

- (a) particulars of the offence alleged to have been committed;
- (b) the period of suspension;
- (c) that future misconduct may cause the Company to seek cancellation of the indenture;

- (d) the address of the Commissioner for Vocational Training; and
 - (e) that the apprentice is entitled to apply to the Commissioner for Vocational Training at that address, by letter, to have the suspension set aside.
- 38.3.4 The Company will forward a copy of the notice to the Commissioner for Vocational Training, the union or unions covering the apprentice's trade and to the parent or guardian of the apprentice on the same day as the notice is handed or delivered to the apprentice.
- 38.3.5 Any purported suspension not effected in accordance with the above will be of no effect.
- 38.3.6 Nothing in this clause will affect the rights or obligations of any party to the apprenticeship under the *Industrial and Commercial Training Act* 1989.
- 38.4 Wages
- 38.4.1 The minimum weekly rates of pay for apprentices are as set out in Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications of this award.
- 38.4.2 The total wages of apprentices will be calculated to the nearest five cents, any broken part of five cents in the result not exceeding half of five cents to be disregarded.
- 38.4.3 An employee who is under 21 years of age on the expiration of his or her apprenticeship and subsequently works as a minor in the occupation to which he or she has been apprenticed will be paid at not less than the adult rate prescribed for that classification.
- 38.4.4 The special rates provisions in this award will apply to apprentices in the trades where tradespersons are paid these special rates.
- 38.4.5 Tool Allowance - A tool allowance will be paid to apprentices as prescribed in Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications of this award. The allowance will apply for all purposes of the award.
- 38.4.6 Where it was the practice as at 14 December 1979 for the Company to provide all tools ordinarily required by an apprentice in the performance of his or her work, the Company may continue that practice and in that event the allowance prescribed in paragraph 38.4.5 of this subclause will not apply to such apprentices.

39. Department Work Redesign Agreement

- 39.1 Departments within the Company's operations may from time to time make Work Redesign Agreements which include new rates of pay and conditions of employment for employees covered by this award which differ from the provisions contained in the Part A - General Conditions and Part C - Monetary Rates - Restructured Classifications. A Work Redesign Agreement will take effect when this award is varied to incorporate the Agreement in Division 2 - Work Redesign Agreements of Part B - Agreements. Upon taking effect, the provisions of a Work Redesign Agreement will prevail over provisions contained in Part A - General Conditions and Part C - Monetary Rates - Restructured Classifications to the extent of any inconsistency.
- 39.2 The rates of pay contained in Part C - Monetary Rates - Restructured Classifications for each Department's Work Redesign Agreement are inclusive of the adult basic wage prescribed for the purposes of the *Industrial Relations Act* 1996.

PART B

AGREEMENTS

DIVISION 1 - GENERAL AGREEMENTS

40. Payment for Training

40.1 Scope of Agreement

This agreement applies to Company-authorised training to allow employees to:

40.1.1 carry out the full range of duties of his or her current classification; and/or

40.1.2 progress within the appropriate Employee Job Development model,

provided that the employee's attendance at authorised training has been approved by supervision after consideration of the employee's and Company's needs, including operational requirements. Any refusal by supervision to grant such approval is subject to review under the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

This agreement does not apply to training which is generally not associated with:

40.1.3 allowing employees to carry out the full range of duties of his or her current classification; and/or

40.1.4 the appropriate Employee Job Development model,

such as occupational health and safety committee training, trade union training, full-time training (e.g. apprentices) or training such as that covered by the Approved Student and Cadet Schemes and University Degrees.

So far as is reasonably practicable, having regard to operational requirements and the need to minimise labour costs additional to those of the employee's paid ordinary hours, an employee's training will be done during the employee's ordinary hours of work (including where appropriate by rescheduling those hours).

40.2 Payments

Where with the approval of the Company an employee attends training authorised by the Company, the employee's attendance will be on the following basis:

40.2.1 TAFE and other externally provided training whether conducted on or off the plant:

(a) during ordinary working hours - no deduction from the employee's ordinary wages;

(b) outside ordinary working hours - attendance and payment at single-time payment will be approved in accordance with the needs of the authorised training. Generally this training will not exceed six hours per week except that additional training may be approved and single-time payment will be made if exceptional training requirements exist.

40.2.2 Other classroom training:

(a) during ordinary working hours - no deduction from the employee's ordinary wage;

(b) outside ordinary working hours - single-time payments.

40.2.3 Computer-aided or computer-based training during ordinary working hours - no deduction from the employee's ordinary wage.

40.2.4 Computer-aided or computer-based training outside ordinary working hours - single-time payment for the time spent training up to the maximum of the course duration as determined by the course designer or course coordinator. No payment will be made for

time beyond that duration. Any refusal of payment is subject to review under the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

40.2.5 On-the-job training:

- (a) during ordinary working hours - no deduction from the employee's ordinary wage;
- (b) outside ordinary working hours - single-time payment for the employee's initial training period. However, once the employee has completed the initial training period and commences experience training, the appropriate award overtime rates of pay will apply.

For the purposes of this subparagraph:

"initial training" is the training which an employee undertakes to the point where the employee's supervision is satisfied that the employee has acquired sufficient knowledge and understanding of a skill, task or function to perform that skill, task or function; and

"experience training" is the training, if applicable, following initial training during which an employee is gaining experience in the skill, task or function which is required for the purpose of accreditation.

40.3 Repeat Training

40.3.1. If an employee fails to pass an accreditation stage:

- (a) but has genuinely applied him or herself to training (as determined by supervision), supervision will authorise and pay the employee for additional training at a mutually agreed time (which fits in with the employee's departmental requirements and does not disadvantage other employees);
- (b) and has not made a genuine effort (as determined by supervision), the employee will be placed at the bottom of the training waiting list for that training requirement. The employee will not be paid for repeat training outside ordinary working hours and, unless circumstances require a different approach, repeat training will not be arranged during ordinary working hours.

40.3.2. Repeated failure will result in counselling by supervision to determine a solution.

40.3.3. Any disputes arising in relation to subparagraphs (a) and (b) of paragraphs 40.3.1 and to paragraph 40.3.2 of this subclause will be progressed through the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

40.4 Refresher Training

In the case of an employee who is undertaking authorised refresher training (e.g. a forklift driver who has not driven a forklift for five years), the employee will receive payment in accordance with the appropriate payment for training provision in subclause 40.2 of this clause.

40.5 Definitions

40.5.1. "ordinary working hours" means:

the employee's normal working hours in the case of a day worker;

the employee's rostered on shifts in the case of a shift worker;

the employee's rescheduled rostered on shifts in the case of a shift worker whose shifts have been rescheduled for the purposes of approved training.

- 40.5.2. "ordinary wage" means the employee's ordinary wage (including shift and weekend premiums and any allowances but excluding disability allowances if these are not experienced) and bonus. It is paid for time spent in tuition, travelling and examination only.
- 40.5.3. "single-time payment" means the employee's ordinary award wage and bonus and excludes shift and weekend premiums, overtime, special rates, etc. It is paid for the time spent in tuition and examination only.
- 40.5.4. "classroom training" means training conducted by a trainer, supervisor or other suitably qualified person in any training centre, conference room, crib room or office.

40.6 Miscellaneous

- 40.6.1. An employee is training until he or she receive accreditation for the skills being learned.
- 40.6.2. Where an employee is required to travel from work, during ordinary working hours, to attend TAFE or other externally provided training, or travel from training back to work, the employee will be allowed up to 30 minutes travelling time. This travelling time will be paid at the employee's ordinary wage. If the travelling time is outside the employee's ordinary working hours, no payment will be made.
- 40.6.3. Employees will not be expected to work excessive hours and attend at the same time (i.e. an employee will not be expected to work and train on sequence of doublers).

40.7 Exceptions to subclause 40.2 of this clause

- 40.7.1. If an employee is required to attend authorised training outside ordinary working hours on a Saturday, Sunday, Public Holiday or rostered day off, the employee will be entitled to the appropriate penalty payments or, by agreement, time off in lieu.

For the purposes of this paragraph:

- (a) "appropriate penalty payments" means the appropriate award overtime payments;
- (b) shift allowance is not paid on any shift; and
- (c) "time off in lieu" is equal time, not penalty time (e.g. if an employee trains for eight hours on Saturday and it is agreed that the employee has time off in lieu, the employee has eight hours off work).
- 40.7.2. Employees attending authorised training on compulsory "ring roster days" or "21st shifts" will be paid according to his or her roster (i.e. overtime rates).
- 40.7.3. Employees asked to remain at work or attend work outside his or her ordinary working hours for the purpose of performing work will be paid overtime. If, during such work, training is carried out (e.g. during a mechanical breakdown), the employee will continue to be paid overtime for the training period.
- 40.7.4. No payment will be made for:
- (a) time spent in personal study and/or private tuition;
- (b) time spent enrolling in authorised external courses (e.g. TAFE);
- (c) time spent in preparation of assignments;

- (d) waiting time between courses;
- (e) time spent on text-based self-guided learning.

40.8 Payment of Course Fees

Unless an employee has failed to complete training through insufficient effort or application, the Company will reimburse to the employee the cost of any authorised training fees associated with authorised training. Textbooks and other material associated with the training will be paid by the employee.

40.9 Award Provisions

The provisions in this award covering transfer of day workers to shift work, transfer of shift workers and transportation home from the plant when reasonable means of transport are not available will apply to employees required to train.

41. Lump Sum Payment Scheme

41.1 Purpose of the Agreement

This clause provides for a quarterly Performance Recognition Payment directly related to business performance improvement measured against performance indicators.

The purpose of the agreement is to:

- 41.1.1 Reinforce commitment to the understandings set out in Port Kembla Steelworks Steel Industry Agreements, to work to ensure a viable steel-making industry at Port Kembla.
- 41.1.2 Assist in achieving the Company's critical business objectives. In this regard the parties commit themselves to co-operating in measures to achieve and maintain a world class steelworks.
- 41.1.3 Recognise the contribution of employees to improved performance when this has occurred.

41.2 Payment

Performance recognition payments at the end of each quarter will be made to all employees of the Company on the payroll at the end of that quarter for which the payment is made, except: employees off work on non-accident pay workers' compensation. This performance recognition payment will be calculated as a percentage of total gross earnings, as defined.

Employees who leave the Company during the period will not be eligible for payment.

41.3 Principles of Payments System

The terms of the performance improvement recognition payments system are:

- 41.3.1 In addition to other payments, there will be a quarterly performance recognition payment directly related to reasonably achievable business performance improvements measured against the agreed performance indicator.

The agreed performance indicator at Port Kembla Steelworks will be determined by the Company following consultation with the unions who are party to this award.
- 41.3.2 The performance recognition payments will be paid at the end of each quarter and will be calculated as a percentage of total gross earnings.

For this purpose, total gross earnings does not include payments in respect of absences on workers' compensation by employees not in receipt of accident pay or termination payments or performance recognition payments paid during the quarter but related to a previous quarter.

41.3.3 The percentage of total gross earnings to be paid will be determined by reference to the actual performance measured against the 4.5% target performance indicator.

41.3.4 On achievement of the agreed performance targets, 4.5% of total gross earnings as defined for the purpose of the Scheme, with payments varying above and below this amount possible depending on performance.

The maximum quarterly payment to be made under this Scheme will not exceed 5.5% of gross earnings.

41.3.5 Payments will be included in the direct deposit and (itemised separately) on the pay docket of the first administratively convenient pay fortnight following the end of a quarter. Payments will be taxed at the individual's appropriate marginal rate in the pay fortnight in which the payment is made. The payments, including tax deductions, will be included in each employee's Group Certificate.

41.4 Required Actions

The parties acknowledge that the continued viability of the Port Kembla Steelworks is dependent upon the parties agreeing to work towards taking continual steps to reduce total costs of sales, increasing prime product tonnes invoiced and promoting adherence to agreed dispute settling procedures.

41.5 The Company will, during the nominal term of this award, apply payments based on those payable to the Port Kembla Steelworks employees generally. After the nominal term, lump sum payments based on this scheme will not apply. The parties will develop a business performance scheme specific to Illawarra Services Pty Ltd to be implemented after the nominal term of this award.

42. No 2 Blower Station Work Redesign Agreement

(deleted - not relevant)

43. Blast Furnace Team Work Redesign Agreement

(deleted - not relevant)

44. Temper Mills Work Redesign Agreement

(deleted - not relevant)

45. Raw Materials Handling Work Redesign Agreement

(deleted - not relevant)

PART C

MONETARY RATES - RESTRUCTURED CLASSIFICATIONS

Table 1 - Restructured Ironworker Rates of Pay

	Annualised Base Salary (on or after 6 December 2001) \$
Coal Washer Operator Entry	30,747.60

Coal Washery Operator 1	35,053.20
Coal Washery Operator 2	37,060.40
Coal Washery Operator 3	38,792.00
Coal Washery Operator 4	41,126.80
Coal Washery Operator 5	43,383.60
Coal Washery Operator 6	44,714.80
Truck Compound Operator 1	30,747.60
Truck Compound Operator 2	35,770.80
Truck Compound Operator 3	37,741.60

Table 2 - Graded Trades Rates of Pay

	Annualised Base Salary (on or after 6 December 2001) \$
1. Electrical Trades (inclusive of tool allowance of \$10.80 per 38 hour week) Electrical Tradesperson (E)	
Base Level	40,799.20
Level 1	42,291.60
Level 2	43,664.40
Level 3	45,567.60
Level 4	47,044.40
Level 5	47,918.00
Level 6	50,070.08
2. Mechanical Trades (inclusive of tool allowance of \$10.80 per 38 hour week) Graded Tradesperson (M)	
Base Level	39,993.20
Level 1	41,444.00
Level 2	42,759.60
Level 3	44,621.20
Level 4	46,051.20
Level 5	46,878.00
Level 6	48,947.60

Table 3 - Apprentices

	Rate of Pay per 38-hour week on or after 8 April 2001 \$	
1. Four Year Term	Rate of Pay	Tool Allowance
Apprentice 1st Year	231.90	4.30
Apprentice 2nd Year	299.50	5.60
Apprentice 3rd Year	398.70	7.65
Apprentice 4th Year	457.30	9.00
2. Three Year Term	Rate of Pay	Tool Allowance
Apprentice 1st Year	265.50	4.90
Apprentice 2nd Year	398.70	7.65
Apprentice 3rd Year	457.30	9.00

Table 4 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
3	8 8.1.3	Special Rates Electrical Trades Licences: Qualified Supervisor's Certificate (Electrician) Allowance Certificate of Registration (Electrician) Allowance	Per 38-hour week 26.00 14.00
4	8.1.4	Scaffolder's Licence: Certificate of Competency as a Scaffolder: Class 1 or 2 Class 3 or 4	Per 38-hour week 7.10 4.00

5	8.2 8.2.1	Plumbers - Licences: 1. Plumber's licence 2. Gasfitter's licence 3. Drainer's licence 4. Plumber's and gasfitter's licence 5. Plumber's and drainer's licence 6. Gasfitter's and drainer's licence 7. Plumber's and gasfitter's and drainer's licence	Per hour 0.66 0.66 0.56 0.90 0.90 0.90 1.26
6	8.2.2	Certificate of Registration Allowance	0.53
7	9 9.1.1	General Disability Rates Hot Places: Electrical and mechanical tradespersons and maintenance non-trades employees - Temperature raised artificially to between 46 and 54 degree Celsius Temperature exceeds 54 degrees Celsius	Per hour 0.38 0.48
8	9.1.2	Hot Work: Temperatures raised by artificial means to above 49 degrees Celsius	Per hour 0.38
9	9.1.3	Wet Work: Mechanical tradespersons and maintenance non-trades employees	Per hour 0.38
10	9.1.4	Dirty Work: Mechanical and electrical tradespersons and maintenance non-trades employees engaged in work other than ship repair work Ship Repair Work	Per hour 0.38 0.48
11	9.1.5	Restrictive Spaces: Mechanical and electrical tradespersons and maintenance non-trades employees	Per hour 0.48
12	9.1.6	High Places: Electrical and mechanical tradespersons and maintenance non-trades other than riggers and splicers	Per hour 0.28
13	9.1.7	Oil Tanks: Mechanical tradespersons and maintenance non-trades employees	Per hour 0.38
14	9.1.8	Explosive Powered Tools: All employees Minimum payment	Per hour 0.13 0.97
15	9.1.9	Slag Wool:	0.48 per hour
21	9.3 9.3.1	Electrical Tradespersons - Toxic Substances:	Per hour

22		Quantities of 0.5 kg or over Working in close proximity to	0.49 0.42
26	9.5 9.5.1	Other Employees - Applying Obnoxious Substances: Preparation and/or application of epoxy-based materials or like substances	Per hour 0.48
27		Applying such epoxy-based substances when the air-conditioning plant is not operating	0.30
28		Working in close proximity to employees so engaged	0.41
30	9.5.3	Spray Painting: Tradespersons and brush hand painters spray painting in a booth not approved by Government authority	Per hour 0.42

	15	Shift Work Allowances for Shift Workers	From first pay period commencing on or after 7 June 2000	From first pay period commencing on or after 8 April 2001
31	15.1.1	Shift workers whilst working rotating shifts	56.80 per 38-hour week	59.10 per 38-hour week
32	15.1.1 (a)	When at least one third of working time in the full cycle of the roster is not on day shift	37.90 per 38-hour week	39.40 per 38-hour week
33	15.1.2	Rotating shift worker when engaged under a roster system which does not provide for at least one-third of working time in the full cycle of the roster on day shift		
		(a) day shift, night shift	56.80 per 38 hour week	59.10 per 38-hour week
		(b) day shift, afternoon shift	48.40 per 38-hour week	50.30 per 38 hour week
		(c) day shift, day shift, afternoon shift	48.40 per 38-hour week	50.30 per 38-hour week
		(d) day shift, day shift, night shift	48.40 per 38-hour week	50.30 per 38-hour week
34	15.1.3	Shift workers working shift work on shift systems as follows:		
		(a) night shift, afternoon shift	75.70 per 38-hour week	78.70 per 38-hour week
		(b) night shift only	75.70 per 38-hour week	\$78.70 per 38-hour week
		(c) afternoon shift only	75.70 per 38-hour week	78.70 per 38-hour week
35	15.1.4	Shift workers who work any afternoon shift or night shift other than under 15.1.1, 15.1.2 and 15.1.3 above and not paid in respect of any day shift worked	22.80 per shift	23.70 per shift
36	22.3.4, 22.3.5 (b) And	Overtime, meal allowance	7.60 per meal	

	22.3.6	
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Table 4 - Annualised Salary Rates of Pay

(deleted - not relevant)

Table 5 - Unanderra Coil Processing

(deleted - not relevant)

Table 6 - Port Kembla Transport Facility

(deleted - not relevant)

PART D

APPENDIX - UNRESTRICTED CLASSIFICATION

(deleted - not relevant)

P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(1655)

SERIAL C1633**591 GEORGE STREET PROJECT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5351 of 2002)

Before The Honourable Justice Walton, Vice-President

27 September 2002

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
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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 (a) Productivity allowance
	7.3 (b) Transport Drivers
8.	Environment, Health, Safety and Rehabilitation (EHS&R)
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- 11.3 Rostered Days Off
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 - 17.1 Visiting Union Officials
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 - 25.5 Make-up Time
 - 25.6 Rostered days off
- 26. Enterprise Bargaining Agreements
- 27. Observance of Award and Statutory Requirements

Annexure A - Parties

Annexure B - Authority to Obtain from DIMA details of
Immigration status

Annexure C - Target Programme Milestones

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 Moonfare 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 591 George Street Project Award 2002 made between the Parties.

"Moonfare." means Moonfare Pty Ltd. of 8 Central Street Sydney NSW 2000.

"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 Moonfare Pty Ltd. and/or any subcontractor engaged by Moonfare Pty Ltd. to work on the Project, including subcontractors' respective subcontractors plus other subcontractors engaged by Moonfare 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 Part 2 of Annexure B as amended by the Monitoring Committee from time to time.

"Project" means the construction works contracted to Moonfare Pty Ltd at 591 George Street, Sydney.

"Project Manager" means the Project Manager for the Project appointed by Moonfare Pty Ltd from time to time.

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

"Scheduled Milestones" means those targets described in Part 1 of Annexure B as amended under subclause 7.3 from time to time.

"T.E.T.A" means Transport Education Training Australia.

"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 Moonfare 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 within the terms of existing Enterprise Agreements and Awards and it's 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 15 July 2002 until Practical Completion

7. Industry Standards

- 7.1 Superannuation and Redundancy
 - (a) The Parties acknowledge that a contribution of \$80.00 per week 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. This contribution will increase to \$90.00 per week from 1 July 2002.
 - (b) The Employers will make a contribution of \$56 per week (increasing to \$61 per week from 1 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 to this Award.
- 7.3 Project Productivity Allowance

(a) Subject to subclause 7.3(b) the Employer will pay a productivity allowance for persons engaged on the project of \$2.00 for each hour worked on the Project, in exchange for the productivity work practices detailed within this Award and the Programme Milestones listed in Annexure C. The productivity allowance shall be paid as a flat rate and shall not attract any premium or penalties.

(b) Transport Drivers

(i) Employees - Rates 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 has 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.
- (b) The Parties recognise the EHS&R induction training provided by T.E.T.A. for casual and permanent transport workers who fall within the scope of the award.

8.2 Environment, Health and Safety Plans

- (a) All Employers must submit an environment, health safety and rehabilitation management plan. 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 agreed 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 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, Moonfare Pty Ltd. and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and Moonfare 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 effecting more than one Employer occurring, the following procedure will be adopted:

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of Moonfare Pty Ltd. and the Union delegate;
- (c) Discussion between site management representatives of Moonfare Pty Ltd. and the Union organiser;
- (d) Discussion between senior management of Moonfare Pty Ltd. and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and Moonfare 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 consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
- (a) developing more flexible ways of working;
 - (b) enhancing occupational, health and safety;
 - (c) productivity plans, and
 - (d) compliance with Award and other statutory requirements by employers.
- 10.4 If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.
- 10.5 The Monitoring Committee will determine if milestones have been met as required by subclause 7.3.
- 10.6 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. 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 Learning Initiatives

Each Employer shall be required to demonstrate to Moonfare Pty Ltd. implementation of commitment to skill enhancement and workplace reform while working on the Project.

11.2 Inclement Weather

- (a) The Parties to this Award will collectively proceed towards 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 on site union delegate and site management, 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.

11.3 Rostered Days Off

- (a) A procedure for the implementation of Rostered Days Off (RDOs) will be agreed on the Project. The purpose 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.

11.4 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.

11.5 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 Moonfare Pty Ltd. of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, Moonfare 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. Single Bargaining Unit

- 16.1 This Award was negotiated by the Labor Council of New South Wales on behalf of the Unions and by Moonfare Pty Ltd. in its own right and on behalf of the Employers.

17. Union Rights

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

17.1 Visiting Union Officials

- (a) Where practicable, 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

17.2 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 records;

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

where practicable, i.e. on large sites, a union office;

where a union office room is not practicable, access to a meeting room;

use of the telephone for legitimate union business;

from existing resources, and when required access to:-

a word-processor, typewriter, or secretarial support at the workplace;

to personal computers (PC), CD ROM and E-mail and the Internet at the workplace;

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.

17.3 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, 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) Ensure that all supervisors are trained in the provisions of the Project Award and the employer's policy on union membership.

18. Australian Content

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

19. Protective Clothing

- 19.1 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.

- 19.2 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.
- 19.3 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
- 19.4 Employers will consult with the Labor Council of NSW to be provided with a list of Australia Manufacturers who do not use illegal or exploited labour in the manufacturing of their work clothes.
- 19.5 Notwithstanding anything else contained in this clause all Transport Employees/Contractors will be supplied with Safety Footwear, 1 set of Clothing and 1 Jacket prior to the commencement of work at the site. However the Company does not need to supply the above if the said Employee/Contractor has been issued with the clothing by the Principal Contractor within the previous twelve (12) months and the Principal Contractor can substantiate that fact.

20. Workers Compensation and Insurance Cover

- 20.1 Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.
- 20.2 Moonfare 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.
- 20.3 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.
- 20.4 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;
- 20.5 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 immediately
- 20.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

21. Apprentices

- 21.1 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.

22. Training and Workplace Reform

- 22.1 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 a appropriate access to training and removing any barriers to the use of skills acquired.

23. Project Death Cover

- 23.1 Moonfare Pty Ltd. will guarantee the 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.

24. Anti-Discrimination

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 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.
- 24.5 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."

25. Personal/Carers Leave

25.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 25.1 (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.

25.2 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 25.1 (c)(ii) above who is ill.

25.3 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 25.3(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.

25.4 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 25.4(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 25.4(a), the Employee shall be paid overtime rates in accordance with the award.

25.5 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.

25.6 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.

26. Enterprise Bargaining Agreements

The parties to this award acknowledge that it is an objective of the unions that all contractors/sub-contractors including transport companies should have in place appropriate enterprise agreements with the relevant unions.

- 26.1 This Award is intended to operate in conjunction with, and as a supplement, to a subcontractor's enterprise bargaining agreements.
- 26.2 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).
- 26.3 All subcontractors will be encouraged to have enterprise bargaining agreements with the relevant unions.
- 26.4 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 agreement then discussions will take place between the parties to seek a resolution.

27. Observance of Award and Statutory Requirements

- 27.1 All contractors and subcontractors including transport companies shall abide by the conditions of relevant awards, and or enterprise bargaining agreements and all statutory obligations.
- 27.2 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.
- 27.3 Moonfare Pty Ltd. in association with the accredited site union delegate will check monthly payments of subcontractors' companies engaged on site superannuation, redundancy and extra insurance to ensure payments for employees have been made as required.
- 27.4 Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations.
- 27.5 When an employer receives a statement pursuant to Section 127(3) of the Industrial Relations Act of NSW they shall provide on request the union delegate on site with a copy of such statement within 7 days.
- 27.6 The union delegate or union official shall advise Moonfare Pty Ltd. if they believe the information which has been provided by the subcontractor is not correct.

ANNEXURE A

(Parties)

PART 1

EMPLOYERS:

Moonfare Pty Ltd.

PART 2

UNIONS:

Labor Council of New South Wales

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

Communication Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia (NSW) Branch - Plumbing Division;

Electrical Trades Union of Australia, New South Wales Branch;

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

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

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**591 George Street****Target Programme Milestones**

Milestone	Work Description	Target Date
1	Excavation complete	21/10/02
2	L2 Transfer Structure complete	4/02/03
3	Whole Structure complete	7/09/03
4	Tower Crane removal	22/11/03
5	Office Tower Handover	18/12/03
6	Whole Project Handover	11/03/04

Note:

1. The above 'Target Programme Milestones' are provided to generally achieve or better the original Contract Programme. It is acknowledged that these milestones, 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 21 October 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.

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

Printed by the authority of the Industrial Registrar.

(345)

SERIAL C1649**CHARITABLE INSTITUTIONS (PROFESSIONAL PARAMEDICAL
STAFF) (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 4617 of 2002)

Before Mr Deputy President Sams

6 September and 9 October 2002

VARIATION

1. Delete subclause 3.10, of clause 3, Salaries, of the award published 31 August 2001 (327 I.G. 399), and insert in lieu thereof the following:
 - 3.10 The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Salaries**

Classification	Current rate \$/week	SWC 2002 adjustment \$/week	Wage rate as from 13.9.2002 \$/week
Scientific Officer -			
1st year of service	573.20	18.00	591.20
2nd year of service	591.40	18.00	609.40
3rd year of service	622.30	18.00	640.30
4th year of service	659.10	18.00	677.10
5th year of service	698.40	18.00	716.40
6th year of service	737.30	18.00	755.30
7th year of service	766.70	18.00	784.70
8th year of service and thereafter	788.80	18.00	806.80
Senior Scientific Officer -			
1st year of service	841.90	18.00	859.90
2nd year of service	867.30	18.00	885.30
3rd year of service	889.10	18.00	907.10
4th year of service	911.00	18.00	929.00
5th year of service	933.70	18.00	951.70
6th year of service	962.40	18.00	980.40
7th year of service	989.00	18.00	1,007.00
8th year of service and thereafter	1,012.10	18.00	1,030.10
Senior Scientific Officer In Charge In charge of a section of a laboratory -			
1st year	841.90	18.00	859.90
2nd year	867.30	18.00	885.30
3rd year and thereafter	889.10	18.00	907.10
In charge of a laboratory of an			

agency having an ADA of			
Less than 200 ADA -			
1st year	911.00	18.00	929.00
2nd year	933.70	18.00	951.70
3rd year and thereafter	962.40	18.00	980.40
More than 200 ADA -			
1st year	962.40	18.00	980.40
2nd year	989.10	18.00	1,007.10
3rd year and thereafter	1,012.10	18.00	1,030.10
Principal Scientific Officer -			
1st year of service	1,042.50	18.00	1,060.50
2nd year of service	1,066.50	18.00	1,084.50
3rd year of service	1,092.70	18.00	1,110.70
4th year of service	1,116.80	18.00	1,134.80
5th year of service	1,141.60	18.00	1,159.60
6th year of service	1,166.50	18.00	1,184.50
7th year of service	1,191.30	18.00	1,209.30
8th year of service	1,216.50	18.00	1,234.50
9th year of service	1,241.10	18.00	1,259.10
10th year of service and thereafter	1,266.80	18.00	1,284.80
Trainee Scientific Officer -			
1st year of service	349.90	18.00	367.90
2nd year of service	393.00	18.00	411.00
3rd year of service	413.70	18.00	431.70
4th year of service	461.50	18.00	479.50
5th year of service	511.40	18.00	529.40
6th year of service	551.90	18.00	569.90
Medical Records Administrator -			
Grade 1	564.40	18.00	582.40
Grade 2	574.60	18.00	592.60
Grade 3	584.60	18.00	602.60
Grade 4	594.20	18.00	612.20
Grade 5	607.30	18.00	625.30
Grade 6	618.40	18.00	636.40
Grade 7	630.90	18.00	648.90
Grade 8	660.80	18.00	678.80
Nurse Counsellor -			
1st year of service	564.20	18.00	582.20
2nd year of service	587.20	18.00	605.20
3rd year of service	618.40	18.00	636.40
4th year of service	646.60	18.00	664.60
5th year of service	679.60	18.00	697.60
6th year of service	706.70	18.00	724.70
7th year of service	732.10	18.00	750.10
8th year of service	752.30	18.00	770.30
9th year of service	784.70	18.00	802.70

Dental Officer			
On appointment -			
Less than 2 years service	662.00	18.00	680.00
with 2 and less than 4 years service	711.10	18.00	729.10
with 4 and less than 5 years service	758.10	18.00	776.10
with 5 or more years' service	810.10	18.00	828.10
on completion of 12 months on maximum of scale			

1st year	862.60	18.00	880.60
2nd year	912.20	18.00	930.20
Senior Dentist -			
1st year	941.70	18.00	959.70
2nd year	970.20	18.00	988.20
Dental Chairside Assistant -			
1st year of service	294.60	18.00	312.60
2nd year of service	324.60	18.00	342.60
3rd year of service	352.80	18.00	370.80
4th year of service	385.80	18.00	403.80
5th year of service	411.90	18.00	429.90
6th year of service	444.70	18.00	462.70
7th year of service	458.20	18.00	476.20
8th year of service	466.20	18.00	484.20
9th year of service	473.50	18.00	491.50
Dietitians			
General Scale -			
1st year of service	591.40	18.00	609.40
2nd year of service	622.30	18.00	640.30
3rd year of service	659.10	18.00	677.10
4th year of service	698.40	18.00	716.40
5th year of service	737.30	18.00	755.30
6th year of service	766.70	18.00	784.70
7th year of service	788.80	18.00	806.80
Grade 1			
1st year of service	841.90	18.00	859.90
2nd year of service	867.30	18.00	885.30
Therapists (other than Speech Pathologists) Salaries -			
1st year of service	573.20	18.00	591.20
2nd year of service	591.40	18.00	609.40
3rd year of service	622.30	18.00	640.30
4th year of service	659.10	18.00	677.10
5th year of service	698.40	18.00	716.40
6th year of service	737.30	18.00	755.30
7th year of service	766.70	18.00	784.70
8th year of service and thereafter	788.80	18.00	806.80
Speech Pathologists -			
1st year of service	573.20	18.00	591.20
2nd year of service	591.40	18.00	609.40
3rd year of service	622.30	18.00	640.30
4th year of service	659.10	18.00	677.10
5th year of service	698.40	18.00	716.40
6th year of service	737.30	18.00	755.30
7th year of service	766.70	18.00	784.70
8th year of service and thereafter	788.80	18.00	806.80

Audiologists -			
1st year of service	558.50	18.00	576.50
2nd year of service	581.40	18.00	599.40
3rd year of service	612.80	18.00	630.80
4th year of service	643.10	18.00	661.10
5th year of service	675.40	18.00	693.40
6th year of service	705.50	18.00	723.50
7th year of service	731.80	18.00	749.80
8th year of service	755.30	18.00	773.30

9th year of service	784.30	18.00	802.30
Psychologists -			
1st year of service	559.20	18.00	577.20
2nd year of service	581.80	18.00	599.80
3rd year of service	612.40	18.00	630.40
4th year of service	642.00	18.00	660.00
5th year of service	674.60	18.00	692.60
6th year of service	705.00	18.00	723.00
7th year of service	730.80	18.00	748.80
8th year of service	783.50	18.00	801.50
Clinical Psychologists -			
1st year of service	754.50	18.00	772.50
2nd year of service	796.60	18.00	814.60
3rd year of service	835.60	18.00	853.60
4th year of service	878.10	18.00	896.10
5th year of service	917.30	18.00	935.30

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Allowance	Amount \$
1	3.1 (d)	Qualification Allowance	31.20 p/wk
2	3.8 (c)	Audiologist's Allowance	38.70 p/wk
3	3.7 (c)	In Charge Allowance In charge of 1 to 5 other therapists of the same discipline In charge of 6 to 9 other therapists of the same discipline In charge of 10 to 19 other therapists of the same discipline In charge of 20 or more other therapists of the same discipline	89.00 p/wk 119.40 p/wk 144.80 p/wk 170.60 p/wk
4	3.7 (c)	Senior Assistant's Allowance	17.60 p/wk
5	3.7 (c)	Location Responsibility Allowance Responsible for 4 to 5 other therapists of the same discipline Responsible for 6 to 9 other therapists of the same discipline Responsible for 10 or more therapists of the same discipline	35.60 p/wk 52.40 p/wk 65.30 p/wk
6	3.7 (c)	Sole Therapist's Allowance	26.10 p/wk
7	7.2	Scientific Officers - On-Call Allowance	9.50 p/on-call
8	7.3	Therapists - On-Call Allowance	6.20 p/on-call 30.90 p/wk
9	7.4	Medical Records Administrators-On-Call Allowance	6.20 p/on-call 30.90 p/wk
10	10.2 (a)	Breakfast Allowance	6.00 p/shift
11	10.2 (b)	Evening Meal Allowance	10.00 p/shift
12	10.2 (c)	Luncheon Allowance	8.00 p/shift
13	21.2	Travelling Allowance	0.526 p/kilometre
14	22.3	Uniform Allowance	1.66 p/wk
15	22.4	Laundry Allowance	0.94 p/wk

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

P. J. SAMS *D.P.*

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(374)

SERIAL C1572

NURSING HOMES PROFESSIONAL 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 4618 of 2002)

Before Commissioner McLeay

4 September 2002

VARIATION

1. Delete subclause 30.1 of clause 30, State Wage Case Adjustments, of the award published 19 January 2001 (321 I.G. 692), as varied, and insert in lieu thereof the following:

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

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

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

PART B**MONETARY RATES****Table 1 - Salaries**

Classification	Current Rate Per week \$/week	SWC 2002 Adjustment \$/week	Wage Rate as from 1.11.2002 \$/week
Nurse Counsellor -			
1st year of scale	563.50	18.00	581.50
2nd year of scale	586.40	18.00	604.40
3rd year of scale	617.70	18.00	635.70
4th year of scale	645.90	18.00	663.90
5th year of scale	679.00	18.00	697.00
6th year of scale	705.00	18.00	723.00
7th year of scale	731.00	18.00	749.00
8th year of scale	753.40	18.00	771.40
9th year of scale & thereafter	783.70	18.00	801.70
Dietician -			
1st year of scale	591.00	18.00	609.00
2nd year of scale	621.80	18.00	639.80
3rd year of scale	658.60	18.00	676.60
4th year of scale	698.10	18.00	716.10
5th year of scale	736.90	18.00	754.90
6th year of scale	766.30	18.00	784.30
7th year of scale	788.30	18.00	806.30

Grade 1 -			
1st year of scale	841.40	18.00	859.40
2nd year of scale	866.70	18.00	884.70
Physiotherapist, Occupational Therapist, Music Therapist, Speech Pathologist -			
1st year of scale	572.80	18.00	590.80
2nd year of scale	591.00	18.00	609.00
3rd year of scale	621.80	18.00	639.80
4th year of scale	658.60	18.00	676.60
5th year of scale	698.10	18.00	716.10
6th year of scale	736.90	18.00	754.90
7th year of scale	766.30	18.00	784.30
8th year of scale & thereafter	788.30	18.00	806.30
Welfare Officers (State) -			

1st year of scale	496.70	18.00	514.70
2nd year of scale	523.10	18.00	541.10
3rd year of scale	546.80	18.00	564.80
4th year of scale	568.90	18.00	586.90
5th year of scale	618.80	18.00	636.80
Adults - Grade 2 -			
1st year of scale	615.90	18.00	633.90
2nd year of scale	639.30	18.00	657.30
Social Workers -			
1st year of scale	563.50	18.00	581.50
2nd year of scale	586.40	18.00	604.40
3rd year of scale	617.70	18.00	635.70
4th year of scale	645.90	18.00	663.90
5th year of scale	679.00	18.00	697.00
6th year of scale	705.60	18.00	723.60
7th year of scale	731.00	18.00	749.00
8th year of scale	753.40	18.00	771.40
9th year of scale & thereafter	783.70	18.00	801.70

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount \$
1	3.3	Therapist in Charge Allowance	95.60 per week
2	6.2	Meal Allowance -	
		For breakfast when commencing overtime work at or before 6.00 a.m.	8.60
		For an evening meal when overtime is worked for at least one hour immediately following their normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 p.m.	16.40
		For luncheon when overtime extends beyond 2.00 p.m. on Saturdays, Sundays, or holidays.	11.10
3		Uniform Allowance -	
	20.3	In lieu of supplying uniforms	1.70 per week
	20.4	In lieu of laundering uniforms	0.95 per week

4	21	Mileage Allowance - Motor Car: First 8,000 kilometres per year 1,600 cc and over Under 1600 cc	0.526 p/km 0.376 p/km
		Over 8,000 kilometres per year 1,600 cc and over Under 1600 cc	0.187 p/km 0.157 p/km
		Motor Cycle:	0.248 p/km

3. This variation shall take effect from the first pay period to commence on or after 1 November 2002.

J. McLEAY, Commissioner.

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(383)

SERIAL C1631

THE NORTHCOTT SOCIETY (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 5127 of 2002)

Before Commissioner McLeay

25 September 2002

VARIATION

1. Insert after the heading, Wages and Allowances, of clause 1, Arrangement, of the award published 8 September 2000 (318 I.G. 490), the following new clause and subject matter:

6A. State Wage Case Adjustments

2. Insert after clause 6, Area, Incidence and Duration, the following new clause:

6A. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Cases of May 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.
3. Delete Part B, Monetary Rates and Allowances, of the award, and insert in lieu thereof the following:

PART B

MONETARY RATES AND ALLOWANCES

Note: - Divide Annual figures by 52.1785 to obtain weekly figures

Divide weekly figures by 38 to obtain hourly rates.

Classification		Current Rate \$	SWC 2002 Adjustment \$	Wage Rate as from 1.7.2002 \$
Clinical Support Worker	Year 1	30,803	939.00	31,742
	Year 2	31,750	939.00	32,689
	Year 3	33,459	939.00	34,398
	Year 4	35,155	939.00	36,094
	Year 5	36,973	939.00	37,912
	Year 6	38,779	939.00	39,718
	Year 7	40,584	939.00	41,523
	Year 8	42,655	939.00	43,594
	Year 9	44,383	939.00	45,322
Community Support Worker (Non-Graduate) Grade 1	Year 1	30,058	939.00	30,997
	Year 2	31,843	939.00	32,782
	Year 3	33,592	939.00	34,531
	Year 4	35,369	939.00	36,308
	Year 5	37,049	939.00	37,988
Community Support Worker (Non-Graduate) Grade 2	Year 1	38,819	939.00	39,758
	Year 2	40,548	939.00	41,487
	Year 3	42,521	939.00	43,460
Community Support Worker (Graduate) Grade 1	Year 1	34,967	939.00	35,906
	Year 2	36,647	939.00	37,586

	Year 3	38,944	939.00	39,883
	Year 4	41,016	939.00	41,955
	Year 5	43,459	939.00	44,398
	Year 6	45,418	939.00	46,357
	Year 7	47,277	939.00	48,216
	Year 8	48,932	939.00	49,871
	Year 9	51,306	939.00	52,245
Community Support Worker (Graduate) Grade 2		54,253	939.00	55,192
Community Support Worker (Graduate) Grade 3		58,239	939.00	59,178
Community Support Worker (Graduate) Grade 4		61,294	939.00	62,233
Community Support Worker (Graduate) Grade 5		64,344	939.00	65,283
Educator	Year 1	35,815	939.00	36,754
	Year 2	37,638	939.00	38,577
	Year 3	39,607	939.00	40,546
	Year 4	41,424	939.00	42,363
	Year 5	43,310	939.00	44,249
	Year 6	45,404	939.00	46,343
	Year 7	46,547	939.00	47,486
	Year 8	47,679	939.00	48,618
	Year 9	49,577	939.00	50,516
	Year 10	51,559	939.00	52,498
	Year 11	52,949	939.00	53,888
Employment Adviser (Non-Graduate) Grade 1	Year 1	30,058	939.00	30,997
	Year 2	31,843	939.00	32,782
	Year 3	33,592	939.00	34,531
	Year 4	35,369	939.00	36,308
	Year 5	37,049	939.00	37,988
Employment Adviser (Non-Graduate) Grade 2	Year 1	38,819	939.00	39,758
	Year 2	40,548	939.00	41,487
	Year 3	42,521	939.00	43,460
Employment Adviser (Graduate)	Year 1	34,646	939.00	35,585
	Year 2	36,312	939.00	37,251
	Year 3	38,563	939.00	39,502
	Year 4	40,733	939.00	41,672
	Year 5	43,136	939.00	44,075
	Year 6	45,368	939.00	46,307
Information Research Officer	Year 1	34,243	939.00	35,182
	Year 2	35,634	939.00	36,573
	Year 3	37,513	939.00	38,452
	Year 4	39,243	939.00	40,182
	Year 5	41,020	939.00	41,959
	Year 6	43,019	939.00	43,958

	Year 7	44,836	939.00	45,775
Living Skills Educator	Year 1	32,947	939.00	33,886
	Year 2	34,472	939.00	35,411
	Year 3	35,997	939.00	36,936
	Year 4	37,523	939.00	38,462
	Year 5	39,048	939.00	39,987
	Year 6	40,573	939.00	41,512
	Year 7	42,098	939.00	43,037
	Year 8	43,624	939.00	44,563
	Year 9	45,149	939.00	46,088
Peer Support Worker Grade 1	Year 1	25,353	939.00	26,292
	Year 2	26,765	939.00	27,704
	Year 3	28,204	939.00	29,143
	Year 4	29,643	939.00	30,582
Peer Support Worker Grade 2	Year 1	31,082	939.00	32,021
	Year 2	32,521	939.00	33,460
	Year 3	33,960	939.00	34,899
	Year 4	35,399	939.00	36,338
	Year 5	36,838	939.00	37,777
Peer Support Worker Grade 3	Year 1	38,277	939.00	39,216
	Year 2	39,716	939.00	40,655
	Year 3	41,154	939.00	42,093
	Year 4	42,593	939.00	43,532
Recreation Worker (Non-Graduate) Grade 1	Year 1	30,058	939.00	30,997
	Year 2	31,843	939.00	32,782
	Year 3	33,592	939.00	34,531
	Year 4	35,369	939.00	36,308
	Year 5	37,049	939.00	37,988
Recreation Worker (Non-Graduate) Grade 2	Year 1	38,819	939.00	39,758
	Year 2	40,548	939.00	41,487
	Year 3	42,521	939.00	43,460
Recreation Worker (Graduate)	Year 1	34,646	939.00	35,585
	Year 2	36,312	939.00	37,251
	Year 3	38,563	939.00	39,502
	Year 4	40,733	939.00	41,672
	Year 5	43,136	939.00	44,075
	Year 6	45,368	939.00	46,307
Regional Coordinator Grade 1		47,541	939.00	48,480
Regional Coordinator Grade 2		49,773	939.00	50,712
Regional Coordinator Grade 3		52,005	939.00	52,944
Residential Coordinator	Year 1	34,107	939.00	35,046
	Year 2	35,022	939.00	35,961
	Year 3	36,100	939.00	37,039
	Year 4	37,970	939.00	38,909
	Year 5	39,820	939.00	40,759
	Year 6	41,813	939.00	42,752
	Year 7	43,779	939.00	44,718

	Year 8	45,752	939.00	46,691
	Year 9	48,015	939.00	48,954
	Year 10	49,905	939.00	50,844
Residential Support Worker	Year 1	29,656	939.00	30,595
	Year 2	30,255	939.00	31,194
	Year 3	30,843	939.00	31,782
	Year 4	31,558	939.00	32,497
	Year 5	32,138	939.00	33,077
Service Coordinator/Team Leader Grade 1	Year 1	40,573	939.00	41,512
	Year 2	42,098	939.00	43,037
	Year 3	43,624	939.00	44,563
	Year 4	45,149	939.00	46,088
Service Coordinator/Team Leader Grade 2	Year 1	45,538	939.00	46,477
	Year 2	47,801	939.00	48,740
	Year 3	49,697	939.00	50,636
Social Worker Grade 1	Year 1	34,967	939.00	35,906
	Year 2	36,647	939.00	37,586
	Year 3	38,944	939.00	39,883
	Year 4	41,016	939.00	41,955
	Year 5	43,459	939.00	44,398
	Year 6	45,418	939.00	46,357
	Year 7	47,277	939.00	48,216
	Year 8	48,932	939.00	49,871
	Year 9	51,306	939.00	52,245
Social Worker Grade 2		54,253	939.00	55,192
Social Worker Grade 3		58,239	939.00	59,178
Social Worker Grade 4		61,294	939.00	62,233
Social Worker Grade 5		64,344	939.00	65,283
Support Worker - Post School Options Grade 1	Year 1	25,549	939.00	26,488
	Year 2	26,972	939.00	27,911
	Year 3	28,423	939.00	29,362
	Year 4	29,873	939.00	30,812
Support Worker - Post School Options Grade 2	Year 1	31,323	939.00	32,262
	Year 2	32,773	939.00	33,712
	Year 3	34,223	939.00	35,162
	Year 4	35,673	939.00	36,612
	Year 5	37,123	939.00	38,062
Therapist Grade 1	Year 1	35,648	939.00	36,587
	Year 2	36,986	939.00	37,925
	Year 3	39,255	939.00	40,194
	Year 4	41,956	939.00	42,895
	Year 5	44,861	939.00	45,800
	Year 6	47,711	939.00	48,650
	Year 7	50,022	939.00	50,961

Therapist Grade 2		51,642	939.00	52,581
Therapist Grade 3		55,546	939.00	56,485
Therapist Grade 4		57,404	939.00	58,343
Orthotist/Prosthetist Grade 1	Year 1	39,967	939.00	40,906
	Year 2	42,303	939.00	43,242
	Year 3	44,444	939.00	45,383
	Year 4	46,774	939.00	47,713
Orthotist/Prosthetist Grade 2	Year 1	49,366	939.00	50,305
	Year 2	51,142	939.00	52,081
	Year 3	52,529	939.00	53,468
Technical Officer Grade 1	Year 1	32,467	939.00	33,406
	Year 2	33,221	939.00	34,160
	Year 3	33,938	939.00	34,877
	Year 4	34,718	939.00	35,657
	Year 5	35,446	939.00	36,385
	Year 6	36,729	939.00	37,668
	Year 7	37,890	939.00	38,829
	Year 8	38,903	939.00	39,842
Technical Officer Grade 2		41,495	939.00	42,434
Technical Officer Grade 3		42,887	939.00	43,826
Technical Officer Grade 4		44,280	939.00	45,219
Technical Officer Grade 5		47,002	939.00	47,941
Administrative Officers Grade 1	Year 1	25,632	939.00	26,571
	Year 2	27,083	939.00	28,022
	Year 3	28,534	939.00	29,473
	Year 4	29,984	939.00	30,923
Administrative Officers Grade 2	Year 1	31,534	939.00	32,473
	Year 2	33,134	939.00	34,073
	Year 3	34,734	939.00	35,673
	Year 4	36,333	939.00	37,272
Administrative Officers Grade 3	Year 1	38,194	939.00	39,133
	Year 2	39,818	939.00	40,757
	Year 3	41,442	939.00	42,381
	Year 4	43,067	939.00	44,006
Administrative Officers Grade 4	Year 1	44,741	939.00	45,680
	Year 2	46,415	939.00	47,354
	Year 3	48,089	939.00	49,028
	Year 4	49,763	939.00	50,702
Fundraiser Grade 1	Year 1	34,721	939.00	35,660
	Year 2	36,581	939.00	37,520
	Year 3	38,442	939.00	39,381
Fundraiser Grade 2	Year 1	40,922	939.00	41,861
	Year 2	43,154	939.00	44,093
	Year 3	45,386	939.00	46,325
Fundraiser Grade 3	Year 1	47,866	939.00	48,805
	Year 2	50,346	939.00	51,285
	Year 3	52,826	939.00	53,765

Communications Officer Grade 1	Year 1	34,721	939.00	35,660
	Year 2	36,581	939.00	37,520
	Year 3	38,442	939.00	39,381
Communications Officer Grade 2	Year 1	40,922	939.00	41,861
	Year 2	43,154	939.00	44,093
	Year 3	45,386	939.00	46,325
Communications Officer Grade 3	Year 1	47,866	939.00	48,805
	Year 2	50,346	939.00	51,285
	Year 3	52,826	939.00	53,765
General Service Officers Grade 1	Year 1	27,085	939.00	28,024
	Year 2	28,561	939.00	29,500
	Year 3	30,036	939.00	30,975
	Year 4	31,512	939.00	32,451
General Service Officers Grade 2	Year 1	33,186	939.00	34,125
	Year 2	34,811	939.00	35,750
	Year 3	36,435	939.00	37,374
	Year 4	38,060	939.00	38,999

Allowances		Current Allowance	SWC 2002 Adjustment	Allowance as From 1.7.2002
		\$	\$	\$
Therapists required to supervise student Placements	per day/shift	4.20	3.5%	4.30
Sleepovers (Clause 24(C))	per shift	46.00	3.5%	47.60

4. This variation shall take effect from the first pay period to commence on or after 25 September 2002. In respect to the increases contained in the variation they shall take effect by administrative action on and from 1 July 2002.

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(287)

SERIAL C1573

**PRIVATE HOSPITAL PROFESSIONAL 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 4610 of 2002)

Before Commissioner McLeay

4 September 2002

VARIATION

1. Delete subclause 19.1 of clause 19, State Wage Case Adjustments, of the award published 16 March 2001 (323 I.G. 35), as varied, and insert in lieu thereof the following:

19.1 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 over-award 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 - Salaries

Classification	Current Rate \$/week	SWC 2002 adjustment \$/week	Wage Rate as from 1.2.2003 \$/week
Medical Officers -			
Resident -			
1st year of service	649.30	18.00	667.30
2nd year of service	705.00	18.00	723.00
3rd year of service	769.00	18.00	787.00
4th year of service	827.90	18.00	845.90
Registrar			
1st year of service	769.60	18.00	787.60
2nd year of service	827.90	18.00	845.90
3rd year of service	886.50	18.00	904.50
4th year of service	942.70	18.00	960.70
Senior Registrar	1,028.40	18.00	1,046.40
Scientific Officers -			
1st year of scale	572.80	18.00	590.80
2nd year of scale	591.00	18.00	609.00
3rd year of scale	621.80	18.00	639.80
4th year of scale	658.60	18.00	676.60
5th year of scale	698.10	18.00	716.10
6th year of scale	736.90	18.00	754.90
7th year of scale	766.30	18.00	784.30
8th year of scale	788.30	18.00	806.30
Senior Scientific Officer -			
1st year of scale	841.40	18.00	859.40
2nd year of scale	866.70	18.00	884.70
3rd year of scale	888.60	18.00	906.60
4th year of scale	910.40	18.00	928.40
5th year of scale	933.20	18.00	951.20
6th year of scale	962.00	18.00	980.00
7th year of scale	988.70	18.00	1,006.70
8th year of scale	1,011.50	18.00	1,029.50
Senior Scientific Officer-In-Charge -			
(a) In charge of a section of a laboratory			
1st year	841.40	18.00	859.40
2nd year	866.70	18.00	884.70
Thereafter	888.60	18.00	906.60
(b) In charge of a laboratory at a hospital having an A.D.A. of -			
(i) Less than 200 -			

1st year	910.40	18.00	928.40
2nd year	933.20	18.00	951.20
Thereafter	961.00	18.00	979.00
(ii) More than 200 -			
1st year	962.00	18.00	980.00
2nd year	988.70	18.00	1,006.70
Thereafter	1,010.80	18.00	1,028.80
Principal Scientific Officer -			
1st year of scale	1,042.20	18.00	1,060.20
2nd year of scale	1,065.90	18.00	1,083.90
3rd year of scale	1,092.30	18.00	1,110.30
4th year of scale	1,116.30	18.00	1,134.30
5th year of scale	1,141.30	18.00	1,159.30
6th year of scale	1,166.00	18.00	1,184.00
7th year of scale	1,190.30	18.00	1,208.30
8th year of scale	1,216.00	18.00	1,234.00
9th year of scale	1,240.60	18.00	1,258.60
10th year of scale	1,266.30	18.00	1,284.30
Trainee Scientific Officer -			
1st year of scale	346.50	18.00	364.50
2nd year of scale	368.50	18.00	386.50
3rd year of scale	412.30	18.00	430.30
4th year of scale	461.20	18.00	479.20
5th year of scale	510.90	18.00	528.90
6th year of scale	551.50	18.00	569.50
Nurse Counsellor -			
1st year of scale	563.50	18.00	581.50
2nd year of scale	586.40	18.00	604.40
3rd year of scale	617.70	18.00	635.70
4th year of scale	645.90	18.00	663.90
5th year of scale	679.00	18.00	697.00
6th year of scale	705.60	18.00	723.60
7th year of scale	731.00	18.00	749.00
8th year of scale	753.40	18.00	771.40
Thereafter	783.70	18.00	801.70
Psychologists, Audiologists and Research or Project Officers -			
1st year of service	559.20	18.00	577.20
2nd year of service	581.80	18.00	599.80
3rd year of service	612.40	18.00	630.40
4th year of service	642.00	18.00	660.00
5th year of service	674.60	18.00	692.60
6th year of service	705.00	18.00	723.00
7th year of service	730.80	18.00	748.80
8th year of service	783.50	18.00	801.50
Clinical Psychologists -			
1st year of service	754.50	18.00	772.50
2nd year of service	796.60	18.00	814.60
3rd year of service	835.60	18.00	853.60
4th year of service	878.10	18.00	896.10
5th year of service	917.30	18.00	935.30
Librarian - Graduate -			
1st year of service	553.70	18.00	571.70
2nd year of service	572.60	18.00	590.60
3rd year of service	598.10	18.00	616.10
4th year of service	621.70	18.00	639.70
5th year of service	645.90	18.00	663.90

6th year of service	662.40	18.00	680.40
7th year of service	697.70	18.00	715.70
Dietitians -			
1st year of scale	591.00	18.00	609.00
2nd year of scale	621.80	18.00	639.80
3rd year of scale	658.60	18.00	676.60
4th year of scale	698.10	18.00	716.10
5th year of scale	736.90	18.00	754.90
6th year of scale	766.30	18.00	784.30
7th year of scale	788.30	18.00	806.30
Grade 1 -			
1st year of scale	841.40	18.00	859.40
2nd year of scale	866.70	18.00	884.70
Physiotherapists, Occupational Therapists, Music Therapists, Speech Pathologists -			
1st year of scale	572.80	18.00	590.80
2nd year of scale	591.00	18.00	609.00
3rd year of scale	621.20	18.00	639.20
4th year of scale	658.60	18.00	676.60
5th year of scale	698.10	18.00	716.10
6th year of scale	736.90	18.00	754.90
7th year of scale	766.30	18.00	784.30
8th year of scale	788.30	18.00	806.30
Medical Records Administrator -			
1st year of service	562.20	18.00	580.20
2nd year of service	572.40	18.00	590.40
3rd year of service	582.80	18.00	600.80
4th year of service	592.80	18.00	610.80
5th year of service	604.10	18.00	622.10
6th year of service	617.50	18.00	635.50
7th year of service	630.70	18.00	648.70
8th year of service	660.20	18.00	678.20
Welfare Officers - Social - Adults - Grade 1 -			
1st year of scale	496.70	18.00	514.70
2nd year of scale	523.10	18.00	541.10
3rd year of scale	546.80	18.00	564.80
4th year of scale	568.90	18.00	586.90
5th year of scale	618.80	18.00	636.80
Adults - Grade 2 -			
1st year of scale	615.90	18.00	633.90
2nd year of scale	639.30	18.00	657.30
Social Workers -			
1st year of scale	563.50	18.00	581.50
2nd year of scale	586.40	18.00	604.40
3rd year of scale	617.70	18.00	635.70
4th year of scale	645.90	18.00	663.90
5th year of scale	679.00	18.00	697.00
6th year of scale	705.60	18.00	723.60
7th year of scale	731.00	18.00	749.00
8th year of scale	753.40	18.00	771.40
9th year of scale	783.70	18.00	801.70

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount \$
1	3.4	Principal Scientific Officer - Qualification Allowance	39.20 p/wk

2	3 (3.6)(b)	Psychologists, Audiologists and Research or Project Officers - Allowance Further Allowance	43.40 p/wk 43.40 p/wk
3	3 (3.9)	Physiotherapist, Occupational Therapist, Speech Pathologist - In-Charge Allowance	92.70 p/wk
4	6 (6.2) (a) (b) (c)	Meal Allowance - Overtime - Breakfast Lunch Evening	8.60 11.10 16.40
5	20 (20.3)	Uniform Allowance	1.70 p/wk
6	20 (20.4)	Laundry Allowance	0.95 p/wk
7	23	Mileage Allowance - Motor Car - First 8,000 kilometres per year: 1,600 cc and over Under 1600 cc Over 8,000 kilometres per year: 1,600 cc and over Under 1600 cc	0.526 p/km 0.376 p/km 0.187 p/km 0.157 p/km
		Motor Cycle -	0.248 p/km

3. This variation shall take effect from the first pay period to commence on or after 1 February 2003.

J. McLEAY, Commissioner.

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(482)

SERIAL C1635

MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch,
industrial organisation of employees.

(No. IRC 3552 of 2002)

Before Commissioner O'Neill

21 October 2002

VARIATION

1. Delete Part B, Monetary Rates, of the award published 22 June 2001 (325 I.G. 652), and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Present Weekly Rate \$	Increase \$	New Weekly Rate \$
Support Worker	458.40	18.00	476.40
Support Worker (Qualified Cook)	472.00	18.00	490.00
Child Care Worker -			
Step 1	453.80	18.00	471.80
Step 2	458.40	18.00	476.40
Step 3	462.80	18.00	480.80
Step 4	467.40	18.00	485.40
Advance Child Care Worker			
Step 1	478.30	18.00	496.30
Step 2	490.30	18.00	508.30
Step 3	501.20	18.00	519.20
Advanced Child Care Worker Qualified			
Step 1	542.50	18.00	560.50
Step 2	551.60	18.00	569.60
Step 3	560.80	18.00	578.80
Co-ordinator - Unqualified Small			
Step 1	497.50	18.00	515.50
Step 2	511.50	18.00	529.50
Step 3	522.40	18.00	540.40
Co-ordinator - Unqualified Large			
Step 1	509.10	18.00	527.10
Step 2	521.00	18.00	539.00
Step 3	532.00	18.00	550.00
Co-ordinator - Qualified Small			
Step 1	569.30	18.00	587.30
Step 2	578.40	18.00	596.40
Step 3	587.60	18.00	605.60

Co-ordinator - Qualified Large			
Step 1	588.40	18.00	606.40
Step 2	597.50	18.00	615.50
Step 3	604.70	18.00	622.70

Table 2 - Additional Rates And Allowances

Item No.	Clause No.	Brief Description	Present Amount \$	Increase \$	New Amount \$
1	10(ii)(a)	Broken Shift	46.65 p/week 9.35 p/day	3.5%	48.30 p/week 9.65 p/day
2	10(ii)(b)	Excess Fares	6.45 p/week	3.9%	6.70 p/week
3	10(iii)	Uniform: Laundry Allowance	3.80 p/week	1.9%	3.90 p/week
4	10(iv)	Cooks Uniforms: Laundry Allowances	6.00 p/week	1.9%	6.10 p/week
5	10(vi)(a)	Qualification Allowance Commercial Cookery Basic Certificate	4.60 p/week	3.5%	4.80 p/week
6	10(vi)(b)	Hotel and Restaurant Cookery Certificate	9.85 p/week	3.5%	10.20 p/week
7	12(iv)	Meal Money	5.25 p/meal	2.9%	5.40 p/meal
8	10(ix)	Authorised Supervisor	13.60 p/week	3.5%	14.10 p/week

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

B. W. O'NEILL, Commissioner.

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(782)

SERIAL C1579

**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE
OF NSW SKILLED TRADES)**

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 4903 of 2002)

Before Commissioner McLeay

20 September 2002

VARIATION

1. Delete Part B, Monetary Rates, of the award published 21 June 2002 (334 I.G. 557), and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 (Schedule A)

Weekly Wages - and Tool Allowances

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

(Note: Excepting for Electrical Trades classifications, Tool Allowances are expense related allowances).

Description	Weekly Wage Level 1 From 1/7/2002	Weekly Wage Level 2 (Level 1 plus 5%) from 1/7/2002	Weekly Wage Level 3 (Level 1 plus 10%) from 1/7/2002	Weekly Wage Level 4 (Level 1 plus 15%) from 1/7/2002	Tool Allowance From 11/9/02
Fitter, Motor Mechanic and Welder First Class	614.30	645.00	675.70	706.50	21.50
Mechanical Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter. Welder Special Class is paid as Welder 1st Class plus Additional Wage Rates plus Tool Allowance.					
Plumber	620.10	651.10	682.10	713.10	21.50
Plumbers acting on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.					
Carpenter	615.80	646.60	677.40	708.20	21.50
Painter/Spray Painter	615.80	646.60	677.40	708.20	5.30
Signwriter	629.60	661.10	692.60	724.00	5.30
Plasterer	615.80	646.60	677.40	708.20	17.70
Floor/Wall Tiler and Bricklayer	615.80	646.60	677.40	708.20	15.20
Upholsterer	636.30	668.10	699.90	731.70	6.00
Blindmaker	611.00	641.60	672.10	702.70	6.00
Electrical Tradesperson	651.80	684.40	717.00	749.60	
Electrical Instrument Fitter	682.80	716.90	751.10	785.20	
Elec Fitter & Asst to Chief Eng.-Syd Hosp/Elec Fitter & Asst to Chief Eng - Other Hosp/Plant Electrician/Electrician in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rates plus Tool Allowance					
Sci. Instrument Maker and Tool Maker	634.70	666.40	698.20	729.90	21.50

Table 2 (Schedule A)**Additional and Special Rates/Allowances from 1 July 2002**

The date referred to in this Table is a reference to the first full pay period to commence on or after 1 July 2002.

Clause	Allowance Type	Operative date 1/7/2002 \$
7(i)	Electricians License Grade A Grade B	29.68 16.18

7(ii)	Lead Burner	0.61
7(iii)	Plumbers - combination of licenses	
	Plumbers license	29.47
	Gasfitters license	29.47
	Drainers license	24.00
	Plumbers & gasfitters license	38.90
	Plumbers & drainers license	38.90
	Gasfitters & drainers license	38.90
	Plumbers, gasfitters & drainers license	54.22
7(iv)	Plumbers/Gasfitters/Drainers Reg. Cert	0.58
7(v)	Electric Welding	0.46
7(vi)	Computing Quantities	3.71
7(vii)	Boiler Attendants Certificate	4.57
7(viii)	BMC Operator	23.78
7(ix)	Motor Mechanic	0.47
	Motor Mechanic per day	1.88
7(x)	Out of hours paging	9.47
7(xi)	Elec Fitter & Asst to Chief Eng.-Sydney Hospital	41.90
	Elec Fitter & Asst to Chief Eng.-Other Hosp.	33.43
	Electrician in Charge of Generating Plant less than 75 kilowatts.	12.32
	Electrician in charge of Generating Plant 75 Kilowatts or more	42.76
	Plant Electrician	40.19
7(xii)	Welder Special Class	7.65
8	Tool Allowance - Electrical Trades	12.22
9(i)(b)	Leading Hand Electrician	40.19
9(ii)	Leading Hand - Other than Electricians	
(a)	I/C up to 5 employees	30.64

(b)	I/C 6 up to 10 employees	40.08
(c)	I/C over 10 employees	51.34
10(i)	Cold Place	0.48
10(ii)	Confined Spaces	0.58
10(iii)	Dirty Work	0.48
10(iv)	Height Money	0.48
10(v)	Hot Places - 46C - 54C	0.48
	Hot Places - more than 54C	0.58
10(vi)(a)	Insulation Material	0.58
10(vi)(b)	Asbestos	0.58
10(vii)	Smoke Boxes etc	0.35
	Oil fired Boiler	1.21
10(viii)(a)(1)	Wet Places - other than rain	0.48
10(viii)(a)(2)	Rain	0.48
10(viii)(b)	Mud Allowance	3.76
10(ix)(a)(b)	Acid Furnaces etc.	2.47
10(x)	Depth Money	0.48
10(xi)(a)	Swing Scaffolds other than plasterers	
	First four hours	3.50
	Thereafter	0.74
10(xi)(b)	Swing Scaffolds - plasterers	0.11
10(xii)	Spray Application	0.48
10(xiii)	Working Secondhand timber	1.87
10(xiv)	Roof Work	0.48
10(xv)	Explosive Powered Tools	1.15
10(xvi)	Morgues	0.55
10(xvii)(a)	Toxic, Obnox - Epoxy Materials	0.58

10(xvii)(b)	Toxic, Obnox Sub A/C not operating	0.41
10(xvii)(d)	Close proximity to above	0.48
10(xviii)	Psychiatric Patients (PH Ward)	0.41
10(xix)	Animal House	0.33
10(xxi)	Asbestos Eradication	1.63
10(xxiii)(a)	Psychiatric Hospitals	0.95
10(xxiii)(b)	Geriatric Allowances	0.34
	Allandale/Garra warra	0.32
	Lidcombe (former)	
11	Thermostatic Mixing Valve	16.15
12	Chokages	5.62
13	Fouled Equipment	5.62
25(i)	Climatic and Isolation Allowance	5.34
	Climatic and Isolation Allowance	10.70

Table 3 (Schedule A)**Expense Related Allowances (Excluding Tool Allowances)****From the first full pay period to commence on or after 11 September 2002**

Award Clause	Allowance Description	Dollar (\$)
5 (viii)	Meal allowance for meal on overtime	16.20
	For each subsequent meal	7.00
14(a)	Employee required to work at a job away from accustomed place of work	14.90 per day
24 (vii) (b)	Laundry Allowance	80 cents per week
26 (ii)	Damage to clothing and tools - insurance to the extent of	1209.70
33	Living away from home allowance	332.80 per week or 47.60 daily
24 (viii)	Ambulance Service - uniform provided up to the value of	287.80 per annum

Table 4 (Schedule A)**Apprentices Wages and Allowances from 1 July 2002**

The date referred to in this table is a reference to the first full pay period to commence on or after that date.

Apprentice Weekly Wages	1st Year from 1/7/2002	2nd Year from 1/7/2002	3rd Year from 1/7/2002	4th Year from 1/7/2002
Plumber, Fitter, Electrician, Carpenter, Painter, Motor Mechanic and Bricklayer	268.10	356.10	460.20	532.00
Passing Exams - \$ per week		1st year	2nd year	3rd year
		1.00	3.10	4.10
Tool Allowances for Apprentices are the same as those of the corresponding Tradesperson at Table 1, except for Apprentice Electricians, who shall be paid the Tool Allowance for Electrical Traces at Table 2.				
Other Allowances at Table 2, which are relevant to Apprentices (disability allowances etc), will also apply				

2. This variation shall take effect in respect to wages, special rates and allowances and apprentices' rates and allowances from the first full pay period to commence on or after 1 July 2002. In respect to expense related allowances they shall take effect from the first full pay period to commence on or after 11 September 2002

J. McLEAY, Commissioner.

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(544)

SERIAL C1634

POTTERY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 5352 of 2002)

Before Commissioner O'Neill

8 October 2002

VARIATION

1. Delete clause 5.1, of Part 5, Wages and Related Matters, of the award published 1 June 2001 (325 I.G. 87), and insert in lieu thereof the following:

5.1 Classifications -

GROUP ONE

Factory cleaner

General hand

Boxer or wrapper

Hand decorator ornamentor, flower pot maker

Cistern assembly

Grinder, raw materials, pump or filter press attendant

Glazer (b)

Finisher, tow wheel operator, sandpapering not caster

GROUP TWO

Clay mixer

Glaze mixer

Extruder operator

Grinder or cutter

Glazer (a)

Spray gun operator (b)

Kiln setting

Caster (b)

GROUP THREE

Ceramic drill operator

Caster (a)

Mould maker

Surface grinder

Split tile extruder section

Spray gun operator (a)

Examiner or packer (a) & (b)

Lab tester

GROUP FOUR

Kiln operator

Forklift driver

GROUP FIVE

Block and/or case maker

Front end loader driver (a)

Lab Assistant

GROUP SIX

Front end loader driver (b)

Maintenance operator

Modeller group 2

GROUP SEVEN

Modeller group 1

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

Classification	Rate \$
Group One Factory cleaner General hand Boxer or wrapper Hand decorator ornamentor, flower pot maker Cistem assembly Grinder, raw materials, pump or filter press attendant	434.10
Glazer (b) Finisher, tow wheel sandpapering not caster	
Group Two Clay mixer Glaze mixer Extruder operator Grinder or cutter Glazer (a) Spray gun operator (b) Kiln setting Caster (b)	438.60
Group Three Ceramic drill operator Caster (a) Mould maker Surface grinder Split tile extruder section Spray gun operator (a) Examiner or packer (a) (b) Lab tester	444.40
Group Four Kiln operator Forklift driver	451.10
Group Five Block and/or case maker Front end loader driver (a) Lab assistant	457.70
Group Six Front end loader driver (b) Maintenance operator Modeller group 2	469.60
Group Seven Modeller group 1	484.60

3. This variation shall take effect from the first full pay period to commence on or after 8 October 2002.

B. W. O'NEILL, Commissioner.

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SERIAL C1636

CORKS AND CORK PRODUCTS MANUFACTURE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 5292 of 2002)

Before The Honourable Justice Staunton

25 September 2002

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Corks and Cork Products Manufacture (State) Award published 19 January 2001 (321 I.G. 845) as varied, be rescinded on and from 25 September 2002.

P. J. STAUNTON *J.*

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SERIAL C1656

**TRANSPORT INDUSTRY - WOOD AND COAL (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4986 of 2002)

Before The Honourable Mr Justice Peterson

25 September 2002

ORDER

The Commission orders that -

1. The Transport Industry Wood and Coal (State) Industrial Committee published 21 June 1996 (293 I.G. 564) be dissolved.
2. There be established a new Transport Industry - Wood and Coal (State) Industrial Committee for the industries and callings of -

Wood and coal carters, including drivers of motor and other power-propelled vehicles, grooms, stablemen and stablewomen, yardmen and yardwomen, brakesmen and brakeswomen and extra hands and labourers employed in connection therewith in the State, excluding the County of Yancowinna;

excepting employees within the jurisdiction of the Colliery Mechanics (South) and Colliery Mechanics (West) Industrial Committees;

excepting also employees of The Council of the City of Sydney.

3. The said committee shall consist of one representative of employers and one representative of employees.

4. The representative of employers shall be appointed upon nomination as prescribed, by the New South Wales Road Transport Association Inc.
5. The representative of employers shall be appointed upon nomination as prescribed, by the Transport Workers' Union of Australia, New South Wales Branch.
6. This order shall take effect on and from 25 September 2002.

R. J. PETERSON J.

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SERIAL C1657

**TRANSPORT INDUSTRY - MOTOR BUS DRIVERS AND
CONDUCTORS (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4980 of 2002)

Before The Honourable Mr Justice Peterson

10 October 2002

ORDER

The Commission orders that -

1. The Transport Industry Motor Drivers and Conductors (State) Industrial Committee published 10 May 1996 (292 I.G. 789), be dissolved.
2. There be established a new Transport Industry - Motor Bus Drivers and Conductors (State) Industrial Committee for the industries and callings of -

Motor bus drivers and conductors employed on motor coaches, cars, omnibuses and all passenger motor vehicles for hire or plying for hire, and all motor vehicles used for the purpose of carrying passengers or workmen or workwomen, notwithstanding such vehicles are not for hire or plying, provided that such vehicles, whether or not for hire or plying for hire, are normally capable of carrying eight or more sitting passengers or persons, other than motor wagons which are not used for the purpose of conveying passengers or workmen, or workwomen, in the State, excepting the County of Yancowinna;

excepting -

Employees who are not engaged in business or trade;

All persons employed by the Sydney Electricity;

Employees of the State Rail Authority of New South Wales and State Transit Authority of New South Wales;

Employees of the City of Newcastle;

Employees of the Australian Gas Light Company;

Employees for The Commissioner for Motor Transport.

3. The said committee shall consist of two representatives of employers and two representatives of employees.
4. The representatives of employers shall be appointed upon nomination as prescribed, by the Bus and Coach Industrial Association of New South Wales. The following employer organisations shall have alternate nominating rights as prescribed: one by the Australian Business Industrial and one by Motor Traders' Association of New South Wales.
5. The representatives of employees shall be appointed upon nomination as prescribed, by the Transport Workers' Union of Australia, New South Wales Branch.
6. This order shall take effect on and from 10 October 2002.

R. J. PETERSON *J.*

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SERIAL C1659

**MILK TREATMENT, &c., DISTRIBUTION (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4981 of 2002)

Before The Honourable Mr Justice Peterson

10 October 2002

ORDER

The Commission orders that -

1. The Milk Treatment, &c., and Distribution (State) Industrial Committee published 20 August 1993 (246 I.G. 299), be dissolved.
2. There be established a new Milk Treatment, &c., and Distribution (State) Industrial Committee for the industries and callings of -

All employees of Australian Co-operative Foods Limited; Perfection Dairies Pty Ltd; Petersville Ltd; United Dairies Pty Ltd and Nepean Dairies and milk carters, relief milk carters, milkers, ice carters, general relieving hands, drivers of horses and motor wagons, special delivery carters, carters of milk in bulk, employees engaged in the collection of bulk milk and/or cream at farms who are required to grade milk before collection, brakespersons, and extra hands, milk weighers, receivers, measurers, tasters, milk testers, butterroom employees (other than those engaged in the manufacture of butter); washers of cans and tank room employees, useful hands, and all assistants in such work employed by dairymen or dairywomen, and/or milk vendors and/or others engaged in the distribution of milk and/or ice and/or ice cream in the State, excluding the County of Yancowinna;

excepting -

Employees within the jurisdiction of the Clerical and Administrative Employees (State) Industrial Committee;

Employees within the jurisdiction of the Retail Employees (State) Industrial Committee;

Employees within the jurisdiction of the Butter, &c., Factory Employees (State) Industrial Committee;

Employees of milk vendors when such employees are engaged solely as shop assistants;

All employees engaged in rural industries;

Employees of general carriers and contract carriers when such employees are engaged in the carting of ice cream and/or milk;

Employees within the jurisdiction of the Butter, &c., Factory Employees (Newcastle and Northern) Industrial Committee;

Employees covered by Industrial Agreement No. 2902 and any agreement made replacing the said agreement.

3. The said committee shall consist of three representatives of employers and three representatives of employees.
4. The representatives of employers shall be appointed upon nomination as prescribed, one by Employers First, one by Australian Business Industrial and one by Australian Co-operative Foods.
5. The representatives of employees shall be appointed upon nomination as prescribed, two by Transport Workers' Union of Australia, New South Wales Branch and one by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch. The following employee organisations shall have alternate nominating rights as prescribed: one by The Australian Workers' Union, New South Wales; one by Construction, Forestry, Mining and Energy Union (New South Wales Branch) - (General and Construction Division); one by Electrical Trades Union of Australia, New South Wales Branch; one by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch; one by National Union of Workers, New South Wales Branch; and one by The New South Wales Plumbers and Gasfitters Employees' Union.
6. This order shall take effect on and from 10 October 2002.

R. J. PETERSON *J.*

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SERIAL C1660

**TRANSPORT INDUSTRY - MIXED ENTERPRISES (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4982 of 2002)

Before The Honourable Mr Justice Peterson

10 October 2002

ORDER

The Commission orders that -

1. The Transport Industry - Mixed Enterprises (State) Industrial Committee published 6 September 1996 (294 I.G. 1065), be dissolved.
2. There be established a new Transport Industry - Mixed Enterprises (State) Industrial Committee for the industries and callings of -

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

and

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

and

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

and

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

and

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

and

Drivers, extra hands and depot hands engaged in or in connection with the handling, delivery, collection and/or disposal of receptacles containing female sanitary items;

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

and excepting employees of -

State Rail Authority of New South Wales;

Urban Transit Authority of New South Wales;

Sydney Water;

The Hunter District Water Board;

The Council of the City of Sydney;

The Sydney County Council;

The Council of the City of Newcastle;

Municipal, shire and county councils;

Electricity Commission of New South Wales;

The Australian Gas Light Company;

The North Shore Gas Company Limited;

Electric Light and Power Supply Company limited;

South Maitland Railways Pty Limited;

Blue Circle Southern Cement Limited;

Australian Iron and Steel Proprietary Limited, within the jurisdiction of the Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited) Industrial Committee and the Quarries (Australian Iron and Steel Pty Limited) Industrial Committee.

and excepting also employees within the jurisdiction of the following Industrial Committees -

Transport Industry - Quarried Materials (State);

Steel Works Employees (Broken Hill Proprietary Company Limited);

Quarries, &c. (Broken Hill Proprietary Company Limited);

Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited);

Quarries (Australian Iron and Steel Pty Limited);

Australian Wire Industries Pty Ltd - Newcastle Wiremill;

Smelting, &c. (Electronic R & S Company, &c.)

Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilizers Limited);

Cement Workers, &c. (State);

John Lysaght (Australia) Limited Port Kembla;

John Lysaght (Australia) Limited Newcastle;

John Lysaght (Australia) Limited Unanderra;

Australian Wire Industries Pty Ltd - Newcastle Ropery;

Australian Wire Industries Pty Ltd - Sydney Wiremill;

Sugar Workers (CSR Limited);

Transport Industry - Trade Waste (State);

Transport Industry - Wood and Coal (State);

Transport Industry - Wholesale Butchers (State);

Carters, Retail Grocers (Newcastle);

Transport Industry - Waste Collection and Recycling (State);

Colliery Mechanics (North);

Colliery Mechanics (South);
Colliery Mechanics (West);
Metalliferous Mining (State);
Engine Drivers, &c., Metalliferous Mining (State);
Butchers, Retail (State);
Butchers, Wholesale (Country);
Butchers, Wholesale (Cumberland);
Smallgoods Manufacturers (State);
Milk Treatment, &c., and Distribution (State);
Aerated Waters, &c. (State);
Cold Storage, &c., Employees (State);
Cold Storage, &c., Employees (Northumberland);
Bread Industry (State);
Pastrycooks, &c. (State);
Motor Car Washers, &c. (State);
Quarries, Gravel and Sand Pits (State);
Butter, &c., Factory Employees (Newcastle and Northern);
Butter, &c., Factory Employees (State);
Fruit Packing Houses Employees (State);
Malted milk Manufacturing (State);
Sawmillers, &c. (State);
Sugar Manufacturers (State);
Tubemakers of Australia Limited, Newcastle;
Tubemakers of Australia Limited, Yennora;
Shoalhaven Scheme;
Googong Dam Project;
County Councils (Electricity Undertakings) Employees;
Shortland County Council;
University Employees, &c. (State);

and excepting also -

Motor lorry drivers, assistants, loaders, washers and greasers employed by breweries;

Persons coming within the jurisdiction of the Crown Employees (Skilled Tradesmen) Industrial Committee.

and excepting further -

Employees covered by the following awards -

General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award; Gangers (State) Award; Boral Resources (Country) Pty Limited Concrete Batching Industry (State) Award.

3. The said committee shall consist of two representatives of employers and two representatives of employees.
4. The representatives of employers shall be appointed, upon nomination as prescribed, one by Employers First, and one by Australian Business Industrial. The following employer organisations have alternative nominating rights as prescribed: one by Timber Trade Industrial Association; one by Clay Brick & Paver Association of New South Wales; one by The Australian Industry Group, New South Wales Branch; one by Textile Rental and Laundry Association of New South Wales; and one by Roads and Traffic Authority.
5. The representatives of employees shall be appointed, upon nomination as prescribed, by Transport Workers' Union of Australia, New South Wales Branch.
6. This order shall take effect on and from 10 October 2002.

R. J. PETERSON *J.*

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SERIAL C1662

**TRANSPORT INDUSTRY - QUARRIED MATERIALS (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial union of employees.

(No. IRC 4983 of 2002)

Before The Honourable Mr Justice Peterson

10 October 2002

ORDER

The Commission orders that -

1. The Transport Industry - Quarried Materials (State) Industrial Committee published 21 June 1996 (293 I.G. 562), be dissolved.
2. There be established a new Transport Industry - Quarried Materials (State) Industrial Committee for the industries and callings of -

All employees principally engaged in or in connection with the cartage of quarried materials, etc., including any material or any by-product of any material, excluding coal and coal related products, which has been removed from a quarry, a sand pit or a mine, provided that such material is for use in manufacturing or construction purposes, and slag and slag by-products, excluding coal-slag products;

Excepting employees within the jurisdiction of the following industrial committees:

Asphalt Makers (State);

Cement Workers, &c. (State);

Labourers, Railway and Road Construction, &c. (State);

Lime Makers, &c. (State);

Metalliferous Miners, &c., General (State);

Rock and Ore Milling and Refining (State).

3. The said committee shall consist of one representative of employers and one representative of employees.

4. The representative of employers shall be appointed, upon nomination as prescribed, by Quarry Masters Association.
5. The representative of employees shall be appointed, upon nomination as prescribed, by Transport Workers' Union of Australia, New South Wales Branch.
6. This order shall take effect on and from 10 October 2002.

R. J. PETERSON *J.*

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SERIAL C1723

**COMMERCIAL TRAVELLERS (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers', New South Wales Branch, industrial organisation of employees.

(No. IRC 6293 of 2002)

Before The Honourable Mr Justice Schmidt

15 November 2002

ORDER

The Commission orders that -

1. The Commercial Travellers (State) Industrial Committee published 14 June 1996 (293 I.G. 378), be dissolved.
2. There be established a new Commercial Travellers (State) Industrial Committee for the industries and callings of -

All persons, in the State, excluding the County of Yancowinna, employed away from the employer's place of business soliciting orders for articles, goods, wares, merchandise or materials or promoting sales or orders in addition to soliciting orders for articles, goods, wares, merchandise, or materials, including (but without limited the generality of the foregoing) persons employed away from the employer's place of business:

- (a) by a wholesale or party wholesale warehouse person or by a manufacturer, manufacturer's agent or indent agent for the purpose of soliciting orders for articles, goods, wares, merchandise or materials:
 1. for resale; or
 2. for wholesale; or
 3. for use in the manufacture, production, distribution, assembly, packaging or preparation of commodities for sale;
- (b) soliciting orders for:
 1. the sale of theatre screen advertising space;
 2. docket, docket books or business machines supply rolls for internal use by the wholesale or retail trade; or
 3. the sale and/or hiring of neon signs or other fluorescent advertising signs; or

4. office stationary and office supplies from banks, municipal and/or shire councils, insurance offices or government departments; or
 5. cash registers, mechanical bookkeeping and accounting machinery and systems and the like, excepting typewriters and manual adding machines; or
 6. glassware and mechanical and/or electrical equipment in connection with the hotel and club liquor bar trade; or
 7. technical services; or
 8. the freighting or transportation of articles, goods wares, merchandise or materials; or
- (c) introducing new drugs and medical supplies and/or instruments to medical practitioners and/or hospitals or
- (d) buying for some person, firm or company engaged in wholesale business for resale in any form; or
- (e) predominantly soliciting orders for building materials and supplies from building, tiling, painting, plumbing, glazing or electrical contractors; or
- (f) soliciting orders for farm and trade machinery and equipment; or
- (g) soliciting orders on behalf of printers, manufacturing stationers, paper manufacturers and paper importers;

excepting

Livestock buyers and/or wholesale meat and skin salesmen;

Persons substantially engaged in distributing samples, window dressers, demonstrators or persons engaged in market research;

Persons other than persons within paragraphs (a), (b), (c), (d) and (e) hereof, employed in the sale of goods by retail away from the employer's place of business;

Real Estate Agents;

Salesmen employed by Stock and Station Agents within the area of the County of Northumberland, the Parish of Stockton and the Municipality of Raymond Terrace;

and also excepting employees of -

Australian Gas Light Company;

Australian Iron and Steel Proprietary Limited

Australian Wire Industries Pty Ltd - Newcastle Wiremill;

Australian Wire Industries Pty Ltd - Sydney Wiremill;

Broken Hill Proprietary Company Limited

Council of the City of Newcastle;

The North Shore Gas Company Limited;

Sydney Electricity.

and excepting also employees within the jurisdiction of the following Industrial Committees -

John Lysaght (Australia) Limited, Port Kembla;

John Lysaght (Australia) Limited, Unanderra;
Motor Vehicle Salesmen (State);

Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);

Tubemakers of Australia Limited, Newcastle;

3. The said committee shall consist of two representatives of employers and two representatives of employees.
4. The representatives of employers shall be appointed, upon nomination as prescribed, one by Australian Business Industrial and one by Employers First.
5. The representatives of employees shall be appointed, upon nomination as prescribed, by National Union of Workers¹, New South Wales Branch.
6. This order shall take effect on and from 15 November 2002 for a period of three years.

M. SCHMIDT J.

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SERIAL C1714

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA02/349 - Vrachnas Betabake Pty Ltd Enterprise Agreement 2002

Made Between: Vrachnas Betabake Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA 02/280

Approval and Commencement Date: Approved 25 November 2002 and commenced 1 November 2002.

Description of Employees: Applies to employees at the Vrachnas Betabake site located at 312 Horsley Road, Milperra NSW 2214, who fall within the coverage of the Pastrycooks (Specified Wholesalers) Award.

Nominal Term: 1 November 2003.

EA02/350 - Patrick Logistics Limited Ingleburn (Intermodal Facility) Enterprise Agreement 2002

Made Between: Patrick Logistics Limited -&- the Transport Workers' Union of Australia, New South Wales Branch.

New/Variation: New.

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

Description of Employees: Applies to employees engaged by Patrick Logistics Limited, whose letter of appointment specifies that their terms and conditions of employment are governed by this agreement at 4 Inglis Road, Ingleburn NSW 2565, or any other new site, and who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 25 November 2004.

EA02/351 - Pristine Waters Council Enterprise Agreement October 2001

Made Between: Pristine Waters Council -&- the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales.

New/Variation: New.

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

Description of Employees: Applies to all employees of Pristine Waters Council (other than those on contract) who fall within the coverage of the Local Government (State) Award 2001, and the Local Government Engineers Senior Staff (New South Wales) Award 1999.

Nominal Term: 30 June 2003.

EA02/352 - The Australian Workers' Union & Traffic Man Pty. Limited Enterprise Agreement 2002

Made Between: Traffic Man Pty Limited -&- The Australian Workers' Union, New South Wales.

New/Variation: New.

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

Description of Employees: Applies to all employees of Traffic Man Pty. Limited engaged on, or in connection with traffic control and associated activities, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Nominal Term: 1 November 2005.

EA02/353 - Penford Australia Limited - Tamworth - Enterprise Agreement 2002

Made Between: Penford Australia Limited -&- the Electrical Trades Union of Australia, New South Wales Branch, National Union of Workers, New South Wales Branch, The Australian Workers' Union, New South Wales.

New/Variation: Replaces EA 01/5

Approval and Commencement Date: Approved 12 November 2002 and commenced 30 May 2002.

Description of Employees: Applies to all employees at the starch plant operated by Penford Australia Limited, located at 176-182 Marius Street, Tamworth, who fall within the coverage of the Starch Manufacturers, &c. (State) Award, Metal Engineering and Associated Industries (State) Award and the Electricians, &c. (State) Award.

Nominal Term: 30 September 2004.

EA02/354 - The Nuance Group (Australia) Pty Limited Central Bond Warehouse Enterprise Agreement 2001

Made Between: Nuance Global Traders (Australia) Pty Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA 00/126

Approval and Commencement Date: Approved and commenced 17 October 2002.

Description of Employees: Applies to all employees of The Nuance Group (Australia) Pty Ltd, located at 17, O'Riordan Street, Alexandria who fall within the coverage of the Storemen and Packers, Bond and Free Stores (State) Award.

Nominal Term: 27 September 2003.

EA02/355 - Fairfield City Council Bulk Waste Clean Up Service Enterprise Agreement

Made Between: Fairfield City Council -&- the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 20 September 2002.

Description of Employees: Applies to employees of Fairfield City Council, employed as drivers and operators within Council's Bulky Waste Clean Up Service, who fall within the coverage of the Local Government (State) Award 2001.

Nominal Term: 31 December 2003.

EA02/356 - Milreعه Pty. Limited and The Australian Workers Union, Greater NSW Branch Enterprise Agreement 2002

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

New/Variation: New.

Approval and Commencement Date: Approved and commenced 19 November 2002.

Description of Employees: Applies to all employees of Milreعه Pty Ltd, except for project specific agreements to which the AWU is a party, and who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Nominal Term: 19 November 2005.

EA02/357 - Northern Suburbs Cemetery & Crematorium Trust Trading as Macquarie Park Cemetery Enterprise Agreement 2002

Made Between: Northern Suburbs Cemetery and Crematorium Trust -&- The Funeral and Allied Industries Union of New South Wales Branch.

New/Variation: Replaces EA 96/245.

Approval and Commencement Date: Approved 12 November 2002 and commenced 1 July 2002.

Description of Employees: Applies to all employees of Northern Suburbs Cemetery & Crematorium trading as Macquarie Park Cemetery, who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

Nominal Term: 1 July 2005.

EA02/358 - Unimin Australia Limited - Tallawang Enterprise Agreement 2002

Made Between: Unimin Australia Limited -&- The Australian Workers' Union, New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 20 November 2002.

Description of Employees: Applies to employees of Unimin Australia Limited, who fall within the coverage of the Metalliferous Mining Industry (State) Award 1995.

Nominal Term: 1 July 2004.

EA02/359 - Wintergarden Medical Centre Enterprise Agreement

Made Between: Dr Murray Ludington, Wintergarden Medical Centre -&- Linda Davidson, Audrey Higgins, Eileen McDonald, Fiona Whimster.

New/Variation: New.

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

Description of Employees: Applies to all employees of Wintergarden Medical Centre, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

Nominal Term: 25 November 2005.

EA02/360 - Street Cleansing Section Local Workplace Agreement

Made Between: City of Sydney Council -&- the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

New/Variation: Replaces EA 98/32.

Approval and Commencement Date: Approved 14 November 2002 and commenced 30 July 2002.

Description of Employees: Applies to all employees of the Council of City of Sydney employed in the Street Cleansing Section who fall within the coverage of the City of Sydney Wages/Salary Award 1998.

Nominal Term: 30 July 2005.

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VOLUME 337**INDEX****Key to Abbreviations Used:**

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

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