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(1640)

SERIAL C1299

SINTER MACHINE EMISSION REDUCTION PROJECT CONSENT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2294 of 2002)

Before Mr Deputy President Grayson

23 May 2002

AWARD

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1.0 Title

- 1.1 This Award shall be known as the Sinter Machine Emission Reduction Project Consent Award.

2.0 Objectives and Commitments

- 2.1 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) Commitment of the parties to avoiding industrial action on the Project;
 - (d) Recognition that the Project stands alone and shall not be used as a precedent;
 - (e) Continued development of communication processes which facilitate participation by all Employers, Employees and Unions;
 - (f) Introduction of new technology and associated change to enhance productivity;
 - (g) Improved quality of work; and
 - (h) Increase the scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees.
 - (i) Provision of a career structure for all Employees based on skills and competencies;
 - (j) Provision of high standards of occupational health & safety on the Project;
 - (k) All parties acknowledge their responsibility for delivering a safe Project;
 - (l) Improved impact of the Project on the environment.
 - (m) Implementation of this Award, and compliance with all relevant statutory provisions;
 - (n) Elimination of unproductive time.
 - (o) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements.
 - (p) Improved wages and conditions for all employees working on the project including increased job satisfaction
 - (q) Increasing leisure time for employees by eliminating excessive hours of work.
 - (r) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
 - (s) At all times the parties will co-operate and act so as to ensure no disruption to manufacturing operations at adjoining BHP operations.

3.0 Definitions

- 3.1 Company means BHP Steel (AIS) Pty Ltd.
- 3.2 Contractor means any Company, Contractor or Sub-Contractor engaged to do Project Work
- 3.3 Enterprise Agreement shall include a Certified Agreement, Enterprise Agreement, Consent Award reflecting an enterprise arrangement or an enterprise flexibility arrangement recognised by an award provision.
- 3.4 Industry Award and Award shall mean the following awards of the Industrial Relations Commission of New South Wales or Australian Industrial Relations Commission:
- 3.4.1 National Building and Construction Industry Award 2000 (and state counterpart awards).
- 3.4.2 National Metal and Engineering On-Site Construction Industry Award 1989 (and state counterpart awards).
- 3.4.3 Electrical, Electronic and Communications Contracting Industry (State) Award published 15 September 2000 (318 I.G. 645).
- 3.4.4 Mobile Crane Hiring Award 1996.
- 3.4.5 Transport Industry - Mixed Enterprises Interim (State) Award published 17 July 1992 and award review published 23 November 2001 (329 I.G. 748).
- 3.5 Practical Completion is defined as the point of introduction of hot waste gas into the plant for processing. At this point BHP takes responsibility for the operation of the plant from the Contractor.
- 3.6 Project Completion shall mean the completion of Project Work up to the stage Practical Completion.
- 3.7 Project Manager shall mean the owner's integrated team of Hatch/BHP Steel.
- 3.8 Project Site shall mean the area or areas within the Port Kembla Steelworks shown as the project site on the map in Schedule 2.
- 3.9 Project Work means site construction work (as defined by the coverage of industry awards) carried out under construction packages managed by the Project Manager of the Sinter Machine Emission Reduction Project at Port Kembla Steelworks, Port Kembla, NSW.
- 3.10 The following activities are not considered Project Work under this Award.
- 3.10.1 Commissioning activities by BHP personnel.
- 3.10.2 Demolition Work carried out on the site to remove the above ground structures associated with the No 1 and No 2 Sinter Machines.
- 3.10.3 Any maintenance related activities
- 3.10.4 Supply of site amenities and connection of services to them.

4.0 Application of the Award

- 4.1 This Award shall only apply to Project Work performed on the Project Site.
- 4.2 Transport Drivers

The Parties agree that the Award does not apply to off site or purely incidental activities such as the delivery of site materials or couriers. This Award will apply to Transport Drivers who are employed by

any Contractor if the relevant Contractor makes deductions from the remuneration of that Transport Driver in accordance with the "Pay As You Earn" provisions of the *Income Tax Assessment Act 1936*. The Parties agree that if the Award does apply to any Transport Driver, he or she will only receive the Project Allowance specified in 9.3.2 after he or she is required, by their Employer, to be involved on the Project for longer than two hours in any calendar day.

5.0 Operation and Duration of the Award

- 5.1 Notwithstanding 5.2, this Award shall operate from 23 May 2002 and shall remain in force until practical completion of the project.
- 5.2 Payments under this Award shall be backdated to the start of Project Work on the Project Site, 6th August 2001, to the extent that Contractors will make up any difference between wages and allowances paid and those set down in Schedule 1.
- 5.3 The backdating under clause 5.2 shall lapse if the Parties, prior to Wednesday 6th March 2002, do not ratify this Award.
- 5.4 This Award shall operate and bind all Parties, notwithstanding actual or alleged breach of the Award by any Party until it expires as provided for in sub-clause 5.1.
- 5.5 This Award shall be read in conjunction with the relevant Industry Awards and to the extent of any inconsistency between this Award and any Award, this Award shall prevail. Inconsistency shall arise in any case where this Award deals with a matter that is covered by the relevant award.
- 5.6 This Award shall not operate so as to reduce the entitlements of any employee with respect to the total of their existing wages and conditions. Provided that project specific conditions relating to another project shall not constitute existing wages and conditions.
- 5.7 No employee shall be entitled to seek conditions in addition to those provided by this Award on the basis that any other employee has received the benefit of the above sub-clause 5.6.

6.0 Parties to the Award

- 6.1 This Award shall be binding on the following organisations of employees and their members:
 - 6.1.1 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; [AMWU].
 - 6.1.2 Construction, Forestry, Mining and Energy Union (NSW Branch); [CFMEU].
 - 6.1.3 Electrical Trades Union of Australia, NSW Branch [ETU]
 - 6.1.4 The Australian Workers' Union (Port Kembla, South Coast and Southern Highlands Branch); (AWU).
 - 6.1.5 Transport Workers Union (NSW Branch - South Coast Sub-Branch) [TWU].
- 6.2 This Award shall be binding on the Company and Contractors performing Project Work and their employees engaged on Project Work.

7.0 General Conditions of Employment

- 7.1 It is a term and condition of employment and of the obligations and rights occurring under this Award that an employee shall;
- 7.2 Work in a safe manner at all times including properly using all appropriate protective clothing and equipment provided by the employer for specified circumstances including but not limited to safety helmet, safety footwear, hearing and eye protection; and

- 7.3 Be available, ready and willing to perform such work, including shift work, as their employer shall reasonably require on the days and during the hours necessary for the employer to best meet the employer's contractual obligations on the Project; and
- 7.4 Comply with any request of their employer to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration prescribed herein; and
- 7.5 Recognise the requirement of the employer to have an appropriate mix of classifications and skills during any hours of work; and
- 7.6 Use any technology and perform any duties which are within the limits of the employee's skill, competence and training provided that they can be safely and legally performed; and
- 7.7 Follow procedures and co-operate with work practices designed to deliver safe work and Best Practice outcomes on the Project; and ,
- 7.8 Comply with the Grievance Procedure of this Award.
- 7.9 Employees may be engaged on a casual, daily or weekly basis but only where that particular form of employment is provided for in the relevant industry award or enterprise award. Employees must be engaged in accordance with the provisions of the relevant award or agreement, as amended by this Award. In particular, daily hire employees must be given notice of non-engagement or dismissal before ceasing work on their last day of employment or be paid a day's pay in lieu of notice.
 - 7.9.1 Contractors will consult with the relevant Union when a requirement to hire casual labour arises
- 7.10 Notwithstanding any existing award or other rights an employee may have, an employee may be terminated without notice in circumstances justifying summary dismissal including serious misconduct and neglect of duty.
- 7.11 An employee subject to summary dismissal or a delegate subject to transfer off the Project shall be afforded at least 72 hours notice of such dismissal or transfer. Such notice may be served off site, in the case of dismissals only, if the employer so directs and shall be without prejudice to the merits of the employer's and employee's position on the dismissal.

8.0 Inductions

- 8.1 Prior to the commencement of work on site, all project employees may be required to attend and undertake the following induction sessions:
 - 8.1.1 Construction Industry Advisory Board (NSW) General Induction (Greencard)
 - 8.1.2 BHP General Induction (Compulsory unless accompanied at all times by an inducted person)
 - 8.1.3 BHP Driver Induction (if duties require)
 - 8.1.4 Ore Preparation Induction (Required for any work outside the fenced portion of the Project Site)
 - 8.1.5 SMERP Site Induction (Compulsory unless accompanied at all times by an inducted person)
- 8.2 Officials of the signatory parties may attend these sessions. Employees will have to demonstrate a clear understanding of the issues raised in the induction, prior to beginning actual work.
- 8.3 Inductions are primarily concerned with the safety of the individual employee and will emphasise their responsibility to work in a manner that does not endanger either themselves or others. Other information the inductions will provide include:
 - 8.3.1 the scope, purpose and anticipated duration of the project

- 8.3.2 the Project Award and how it governs the contract of employment of each employee
- 8.3.3 compliance with the requirements for legislative, employer, employee and environmental standards
- 8.3.4 the cooperative objectives of this Project Award
- 8.3.5 the specific dispute resolution procedures of this Project Award

9.0 Rates of Pay and Allowances

- 9.1 The applicable rates of pay and allowances for Project Work are given in Schedule 1.
- 9.2 The Project Wage Rates include all award and enterprise agreement wage entitlements, including but not limited to, base rate, supplementary payment, safety net adjustment, industry allowance, special allowance, follow the job allowance or the like, tool allowance, special rates, disability payments, BHP (AIS) Disability Allowance, productivity allowance etc., and excepting only those allowances set out in clause 9.3.1 and 9.3.2 of this Award.
- 9.3 Additional Allowances
 - 9.3.1 Fares and Travel

Employees shall be entitled to an allowance (where applicable under the relevant award referred to in 3.4) in accordance with Schedule 1, for each day actually worked to cover the cost of fares and travel to and from the work site. This allowance is not payable to employees who start and finish work at the Contractor's premises and are transported to and from the Project Site at the expense of the employer during working hours.
 - 9.3.2 Project Site Allowance

A project allowance, in accordance with Schedule 1, shall be paid to employees for each hour worked on the project. This allowance shall be paid as a flat amount for each hour worked, and shall not attract any premium or penalty. This Project Site Allowance is in recognition of all special rates relating to the nature of the project, conditions on the project site, and the work to be performed.
 - 9.3.3 BHP (AIS) Disability Allowance

The BHP (AIS) Disability allowance is included in the wage tables in Schedule 1. This allowance is in lieu of heat allowance, cold allowance, confined space allowance, height allowance and other particular disabilities experienced on the BHP (AIS) site.
 - 9.3.4 Contractor's with an EBA Productivity Allowance shall pay that allowance or the BHP (AIS) Disability Allowance (9.3.3) whichever is the greater.
 - 9.3.5 In all cases the Project Allowance (9.3.2) shall be paid in addition to the allowance of 9.3.4.
- 9.4 Superannuation
 - 9.4.1 Minimum employer superannuation contributions shall be in accordance with the Superannuation Guarantee Legislation or the amount specified in Schedule 1 whichever is the greater.
 - 9.4.2 Superannuation contributions for each employee shall be made to the agreed fund, for the term of this award, provided that only one fund per employer is permitted.
- 9.5 Redundancy

- 9.5.1 Redundancy contributions for each employee shall be made to either ACIRT or MERT, provided that only one fund per employer is permitted. The entitlement is specified in Schedule 1 of this Award.

10.0 Wage Increases

- 10.1 Employees covered by this Award shall be entitled to the following cumulative increases in the Project Wage Rates set out in Schedule 1 to this Award. Any increases in award rates of pay, including but not limited to increases arising from National or State Wage Case movements (including Safety Net Adjustments) shall be absorbed, fully or as far as it is possible, into Project Wage rates including increases set out hereunder.

10.1.1 1st July 2002 - 2.5%

10.1.2 1st January 2003 - 2.5%

11.0 Protective Clothing and Equipment

- 11.1 Each Contractor engaged on Project Work on the Project shall ensure that their employees are appropriately clothed with long sleeves and long pants made from cotton or cotton blend drill material and steel capped safety boots.

- 11.2 In addition to the clothing, Contractors shall ensure that employees are equipped with, trained in the use of, and use at all times when required, Safety Helmet, eye protection, hearing protection, sun cream and any other PPE required for specific job tasks.

- 11.3 Job - Related Equipment

- 11.3.1 Each Contractor will supply the following protective equipment/materials for use on specific work tasks:

High visibility vest or clothing;

Factor 15+ protective sun screen;

Hearing protection;

Eye protection;

Gloves;

Safety harnesses;

Gumboots;

Hat Brims;

Dust Masks

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

- 11.4 Clothing Issue

- 11.4.1 Australian made (where practical) protective clothing will be available to all employees at the completion of 152 hours period with the project. The protective clothing will be two (2) long sleeved shirts and two (2) pairs of long trousers.

- 11.4.2 For the time period May to September, one (1) warm, water resistant jacket will be issued. Electricians will be issued with a wool jacket in lieu thereof.

12.0 Accident Insurance Cover

- 12.1 Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with a mutually agreed scheme.

13.0 Unacceptable Employment Practices

- 13.1 No employer or employee on the Project is to engage in pyramid sub-contracting, all-in-payments, cash-in hand payments or schemes to avoid award or statutory obligations, including inappropriately treating employees as sub-contractors and inappropriate application of taxation.
- 13.2 Should any suspected deviation from the foregoing be found to exist, the union concerned will notify the contractor and the Project Manager immediately for investigation. If found to be correct, such deviation will be stopped immediately, rectified and all statutory entitlements paid.
- 13.3 Contractors, subcontractors, consultants and suppliers must comply with the provisions of applicable:
- 13.3.1 Awards, and/or enterprise agreements, and
- 13.3.2 Legislative requirements
- 13.4 Contractors should ensure that their subcontractors, consultants and suppliers comply with their legal obligations regarding their employees. Any relevant information is to be obtained through proper and lawful means, and in a way that respects confidentiality.
- 13.5 Arrangements or practices designed to avoid award and/or legislative obligations including inappropriately treating a genuine employee as an independent contractor and/or inappropriate application of the Australian Business Number (ABN) system of taxation are not permitted. All in payment systems, sham sub-contract arrangements and cash in hand payments are strictly prohibited.

14.0 On Site Register

- 14.1 The Project Manager will require that all contracts with Contractors include the following terms and conditions:
- 14.1.1 That all sub-contractors shall have contracts in writing, and
- 14.1.2 That this Award shall form part of the conditions of such contracts, and bind all such contractors and sub-contractors, and
- 14.1.3 That sub-contractors will be required to meet all statutory, award and legal obligations for their employees.
- 14.2 The Project Manager shall instruct each contractor to keep, on site a register containing information of every employer and employee engaged on the site. Each contractor shall supply a copy to the Project Manager.
- 14.3 The Register shall contain the following from Employees:
- 14.3.1 Name and address of Employee
- 14.3.2 Classification and Certificate details
- 14.3.3 Induction date

- 14.3.4 Start Date on Construction Site
 - 14.3.5 Union and ticket number (where applicable and if voluntarily provided)
 - 14.3.6 Superannuation scheme name and employee number
 - 14.3.7 Long Service Leave Number
 - 14.3.8 CTAS or equivalent Number
 - 14.3.9 This information, certified as correct to their employer, will be supplied prior to the employee commencing work on site. Contractors will pass the information to the Project Manager
 - 14.3.10 Failure to comply with this clause may result in employees being removed from the Project.
- 14.4 The Register shall contain the following information from employers;
- 14.4.1 Registered business name and address of employer and CAN number
 - 14.4.2 Workers Compensation Policy Number, Underwriter and Currency Certificate
 - 14.4.3 Public Liability Policy Number, Underwriter and Currency Certificate
 - 14.4.4 Superannuation Fund Name and employer number
 - 14.4.5 Long Service Leave employer number
 - 14.4.6 Redundancy, Trust name and employer number
 - 14.4.7 Travel and / or living away from home declaration
 - 14.4.8 CTAS or equivalent Number
 - 14.4.9 This information, certified as correct and current, shall be provided to the Project Manager prior to the commencement of work on site by an employer/contractor
 - 14.4.10 Failure to comply with this clause may result in persons being removed from the Project.

15.0 Union Rights

- 15.1 The Parties to this award acknowledge the right of employees to be active union members and respect the right of the union to organise and recruit employees.
- 15.2 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.
- 15.3 All Contractors shall allow up to one (1) paid hour per month for Union communication meetings.

16.0 Right of Entry of Union Officials

- 16.1 Accredited Union Officials will have access to the site in accordance with the relevant State or Federal Legislation.
- 16.2 Prior to entry to the Project Site all Union Officials exercising their right of entry will report to the Project Manager's office.

17.0 Visiting Union Officials

- 17.1 Union officials (party to this Award) when arriving on site, shall call at the site office and introduce themselves to a Management representative of the Employer, prior to pursuing their union duties on site.
- 17.2 Union officials shall produce their right of entry permits, if required, and observe the relevant Construction Awards, the *Occupational Health and Safety Act 2000* and Regulations, and other statutory/legislative obligations for entry to the site.
- 17.3 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.
- 17.4 All such wages books and other payment records shall be made available within 2 working days on site or at another convenient, appropriate place, provided notice is given to the Employers and the Project Manager by the Union.
- 17.5 Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Awards, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other Employer Statutory requirements.

18.0 Union Membership

- 18.1 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.
- 18.2 To assist in this process the Employer may:
 - 18.2.1 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;
 - 18.2.2 Ensure that all supervisors are trained in the provisions of the Project Award.

19.0 Rights of the Delegate

- 19.1 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.
- 19.2 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 provided there is no disruption to the progress of normal work.
- 19.3 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:
 - 19.3.1 moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;
 - 19.3.2 changing a delegate's shifts or rosters so that communication with members is prevented or significantly impeded;
 - 19.3.3 disrupting duly organised meetings.
- 19.4 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, as follows:

- 19.4.1 at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;
 - 19.4.2 the introduction of new technology and other forms of workplace change;
 - 19.4.3 Career path, reclassification, training issues; and to initiate discussions and negotiating on any other matters affecting the employment of members.
- 19.5 In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegate shall be afforded the following entitlements:
- 19.5.1 the right to reasonable communication with other delegates and management in relation to industrial matters, where such communication is dealt with or concluded during normal breaks in work.
- 19.6 The employer of a delegate shall provide to the delegate the following:
- 19.6.1 a notice board for the placement of Union notices at the discretion of the delegate.
 - 19.6.2 where a union office room is not practicable, access to the crib room will be made available.
 - 19.6.3 reasonable use of the telephone for legitimate union business.
 - 19.6.4 from existing resources, and when required access to a photocopier or facsimile machine.
 - 19.6.5 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 relating to this project only.

20.0 Environment, Health, Safety and Rehabilitation (EHS&R)

- 20.1 Induction
- 20.1.1 All Employees must attend the Inductions specified in 8.0.
- 20.2 Environment, Health and Safety Plans
- 20.3 Employers have submitted or are required to submit the following plans. Copies of these documents will be made available for employees upon request.
- 20.3.1 Construction Management Plan, (incorporating the Environmental Management Plan for Construction)
 - 20.3.2 Safety Management Plan (from each contractor)
 - 20.3.3 Specific Construction Safety Studies submitted to the Department of Planning (incorporating risk analysis of the works and hazard minimisation)
 - 20.3.4 SMERP Construction Safety Booklet (issued to each employee at Site Induction)
- 20.4 The Safety Committee
- 20.4.1 The Safety Committee will be properly constituted (with an agreed constitution). All members of the safety committee will undertake agreed Occupational Health and Safety training.
- 20.5 Implementation of this Clause

- 20.5.1 The Parties acknowledge and agree that all Parties are committed to safe working procedures.
- 20.5.2 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.
- 20.5.3 The Parties agree that in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and that 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.

21.0 Inclement Weather

- 21.1 The parties will adopt a reasonable approach with respect to inclement weather procedures and what constitutes 'inclement weather'. The object is to minimise lost time due to inclement weather and the purpose of this Clause is to establish common procedures so that the welfare and safety of Employees is respected and work can continue in an orderly fashion during periods of inclement weather. Employees will accept transfers from an exposed work area to a work area not affected by inclement weather if useful work is available within the scope of the Employee's skill, competence and training.
- 21.2 During and after periods of inclement weather the Project Manager, after consultation with the employee safety representatives, will determine any steps necessary to ensure that work can continue in a safe manner. In all cases, priority will be given to ensuring that a safe workplace is provided and safe systems of work are used. Nothing in this procedure will negate or contradict the rights of the safety committee under the terms of the *Occupational Health and Safety Act 2000*.
- 21.3 Remaining on Site

Where, because of wet weather, the employees are prevented from working:

- 21.3.1 for more than an accumulated total of four hours of ordinary time in any one day; or
- 21.3.2 after the meal break for more than an accumulated total of 50% of the normal afternoon work time: or
- 21.3.3 during the final two hours of the normal work day for more than an accumulated total of one hour, the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.
- 21.3.4 Provided that where, by agreement between, the employer and / or his / her representative and the employees' representative the persons remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees hours.
- 21.3.5 Provided further that wet time occurring during overtime shall not be taken into account for the purposes of this sub-clause.
- 21.4 Rain at starting time

Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:

- 21.4.1 The rain stops; or

- 21.4.2 Adequate protection is provided. Protection shall, where necessary, be provided for the employee's tools.
- 21.4.3 Provided that, for the purposes of this clause, a "dry area" shall mean a work location that has not become saturated by rain or where water would not drip on the employees.
- 21.4.4 Consistent with the provisions of this Award, employees are not to leave the job without the approval of the Project Manager.

22.0 Dispute Prevention Procedures

- 22.1 The Parties agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between Contractors and their Employees and to ensure that the Project achieves completion within the specified time and cost.
- 22.2 If an Employee has a grievance arising out of his or her employment with the employer, the Employee may notify the Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought.
- 22.3 If the matter is not resolved by the Supervisor, the Employee may request that the Supervisor refer the grievance to the Project Manager. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate and designated area Union organiser.
- 22.4 If the matter is still not resolved, the Employee may request the Project Manager to refer the grievance to the Vice President Engineering and Environment, BHP Steel and the relevant Union Secretary or nominee.
- 22.5 If the above process does not resolve the grievance either of the parties may refer the grievance to the NSW Industrial Relations Commission for determination.
- 22.6 Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising. Neither party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

23.0 Procedure for Settling Disagreements Over Safety Issues

- 23.1 Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless access to safe working areas is unsafe. However, any problem of access shall be immediately rectified and Employees/workers will use any alternate safety access to such safe working areas while the usual access is being rectified.
- 23.2 Should a particular project be in dispute on the basis that the whole project is thought to be unsafe, the following procedures shall apply:-
- 23.2.1 Employees shall not leave the site.
- 23.2.2 Immediate inspection of the project involving both Company and Employee representatives shall take place.
- 23.2.3 The Project Manager will nominate the Order of priority of the work areas to be inspected.
- 23.2.4 The inspection shall identify the safety rectification work needed to take place in each work zone.
- 23.2.5 As zones are agreed for rectification, all employees/workers who can be gainfully employed shall immediately commence rectification works.

- 23.2.6 Upon verification that such rectification has been completed, productive work will resume. Such resumption of work shall take place progressively as each work area has been cleared.
- 23.2.7 Should any dispute arise then the Project Manager will immediately call a Work Cover Inspector to assist on the procedures required for rectification.

24.0 No Extra Claims Commitment

- 24.1 No claims for wages or conditions in excess of this Award during its period of operation will be made.

25.0 Demarcation Disputes Procedure

- 25.1 It is recognised by the parties to this Award that because of the nature of this project (ie. the mix of work, size of the total work area and location involved), there is a genuine need to have in place a mechanism capable of swiftly dealing with a demarcation issues as they arise.
- 25.2 It is therefore agreed that:
- 25.2.1 As work is confirmed, and where potential demarcation problems are evident, full discussion shall take place between the employer (contractor, sub-contractor and/or supplier of supplementary labour) and the appropriate Union representatives.
- 25.2.2 If it is not resolved at this level the Project Manager's representative shall be immediately informed in writing and he/she shall advise the South Coast Labor Council within 24 hours. The Project Manager's representative shall, where practical take this action at least five (5) working days prior to the actual commencement of the work.
- 25.2.3 The Council, when so advised, shall arrange for discussions to take place within the Union movement with a response being provided to the Project Manager's representative within 48 hours.
- 25.2.4 Nothing in this procedure shall operate so as to prevent work from commencing or continuing as contracted, after the expiry of the five (5) working days mentioned above.
- 25.2.5 If the matter is not resolved it shall be dealt with in accordance with Clause 22.0 - Dispute Prevention Procedure.
- 25.2.6 The parties agree that the outcome of any matter dealt with by the terms of this clause shall not be used as a precedent, reference, example or exhibit in any way whatsoever in matters arising from this work location.
- 25.2.7 While this procedure is being followed, work shall continue normally on the basis of the initial or existing allocation of Union coverage. This shall not prejudice the position of any party.
- 25.2.8 Should a demarcation dispute arise subsequent to work commencing then the procedure set out in this Clause above shall be followed excluding the reference to five (5) working days.
- 25.2.9 Nothing in this clause shall be read to mean that an employer or a Union has abrogated their rights in relation to settlement of any demarcation dispute.

26.0 Anti Discrimination

- 26.1 It is the intention of the parties bound by this award to seek to achieve the object in s3(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.

- 26.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 26.3 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.
- 26.4 Nothing in this clause is to be taken to affect:
- 26.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 26.4.2 offering or providing junior rates of pays to persons under 21 years of age;
 - 26.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 26.4.4 a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
 - 26.4.5 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:

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

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

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

27.0 Personal/Carers Leave

- 27.1 Use of Sick Leave
- 27.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 27.2.2 who needs the employees care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - 27.1.2 The employees shall, if required, establish 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.
- 27.2 The entitlement to use sick leave in accordance with this subclause is subject to:
- 27.2.1 the employee being responsible for the care and support of the person concerned; and
 - 27.2.2 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 facto partner of the 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:

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

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

27.2.5 "household" means a family group living in the same domestic dwelling.

27.3 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 their 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.

27.4 Unpaid Leave for Family Purpose

27.4.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 27.2 above who is ill.

27.5 Annual Leave

27.5.1 Subject to the *Annual Holidays Act 1944*, an employee may elect, with the consent of the employer, 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.

27.5.2 Access to annual leave, as prescribed in paragraph 27.5.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

27.5.3 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.

27.6 Time Off in Lieu of Payment for Overtime

27.6.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

27.6.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

27.6.3 If, having elected to take time as leave in accordance with paragraph 27.4.1 of this subclause, the leave is not taken for whatever reason, payment for the time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

27.6.4 Where no election is made in accordance with the said paragraph 27.4.1, the employee shall be paid overtime rates in accordance with the award.

27.7 Make-up Time

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

27.8 Rostered Days Off

- 27.8.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 27.8.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 27.8.3 Where the employer and employee agree, rostered days off may be accumulated which occur as a result of employees working in accordance with the provisions of this subclause. These accumulated days may be taken at any time mutually agreed between the employer and the employee.
- 27.8.4 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.
- 27.8.5 This subclause is subject to the employer informing the union if it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

28.0 Immigration Compliance

- 28.1 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 the Project Manager of the importance of immigration compliance. Where there is concern that an employer on the Project is engaging illegal immigrants, the Project Manager will act decisively to ensure compliance.
- 28.2 Employers are required prior to employees commencing work on-site to check the legal right of employees to work. The authorisation form attached to this Award as per Appendix B will assist in providing evidence of the employees legal status.

29.0 Australian Content

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

30.0 Workers Compensation and Insurance Cover

- 30.1 Employers must ensure that all employees that they engage to work on the project are covered by workers compensation insurance.

- 30.2 The Company will audit 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 accredited Union officials on request.
- 30.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation.
- 30.4 All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury
- 30.5 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.
- 30.6 In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- 30.7 Employers must ensure that they are aware of and will abide the *Workplace Injury Management and Workers Compensation Act 1998*, which provide that:
- 30.7.1 The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;
- 30.7.2 All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately.
- 30.7.3 An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
- 30.7.4 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.
- 30.7.5 An Employer who has received compensation money from an insurer shall as soon as practicable pay the money to the person entitled to the compensation.
- 30.8 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

31.0 Avoidance of Employee Entitlements

- 31.1 The parties agree that ‘all-in’ payment and or ‘cash-in-hand’ payments, or sham subcontract arrangements, (i.e. payments designed to avoid tax, and statutory/EBA or award entitlements) will not be accepted on site. Where such practices are identified they will be immediately stopped. Refer also to Clause 13.0 Unacceptable Employment Practices.

32.0 Enterprise Bargaining Agreements

- 32.1 The parties to this award acknowledge that it is an objective of the unions that all contractors/sub-contractors should have in place appropriate enterprise agreements with the relevant unions.
- 32.2 This Award is intended to operate in conjunction with, and as a supplement, to a subcontractor’s enterprise bargaining agreements.
- 32.3 The Parties agree to minimise 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).
- 32.4 All subcontractors will be encouraged to have appropriate and current enterprise agreements.

33.5 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.

33.0 Observance of Award and Statutory Requirements

- 33.1 All contractors and subcontractors shall abide by the conditions of relevant awards, and or enterprise agreements and all statutory obligations.
- 33.2 Each contractor on the project will provide their union delegate with a copy of payments made to the relevant superannuation, redundancy, insurance or other relevant funds upon request.

SCHEDULE 1

Wage Rates of Pay

Civil Trades Classifications	Rate per Hour without BHP (AIS) Allowance \$	Rate per Hour * \$
CW1	16.39	17.14
CW2	17.11	17.86
CW3 (non trade)	17.82	18.57
CW3 (trade)	18.45	19.20
CW4	19.37	20.12
CW5	20.29	21.04
CW6	21.21	21.96
CW7	22.12	22.87
CW8	23.05	23.80

Metal Trades Classifications	Rate per Hour * \$
Trades Assistant	17.96
Rigger Scaffolder	18.90
Tradesperson	19.46

Electrical Trades Classifications	Rate per Hour * \$
Grade 1	16.58
Grade 2	17.38
Grade 3	18.16
Grade 4	18.96
Grade 5 Unlicensed	20.11
Grade 5 Qual S/V	20.97
Grade 6 Qual S/V	21.78
Grade 7 Qual S/V	23.36
Grade 8 Qual S/V	24.94
Grade 9 Qual S/V	25.74
Grade 10 Qual S/V	28.12

* Note: includes the BHP (AIS) Disability Allowance (refer 9.3.3)

Allowances

- Fares and Travel - \$20.00 per day (refer 9.3.1)
- Project Allowance - \$2.00 per hour, flat (refer 9.3.2)

Superannuation

Employer contributions shall be \$75.00 per week or in accordance with the Superannuation Guarantee Legislation (refer 9.4), whichever is the maximum.

Redundancy
Redundancy payment - \$56.00 per week (refer 9.5)

SCHEDULE 2

For the map of the site location boundaries please see IRC No. 2294 of 2002.

SCHEDULE 3

Authority To Obtain Details Of Immigration Status

I,

(Family Name):

(Given Names):

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 the Principal at the Sinter Machine Emission Reduction Project and authorised trade union officer on request.

I also understand that 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 No.:

Fax No.:

Please send or fax this form to:

The Department of Immigration and Multicultural Affairs

Phone: (02) 92584730

Fax: (02) 92584763

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(1639)

SERIAL C1280

**SYDNEY OLYMPIC PARK VISITORS SERVICES (STATE) AWARD
2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2204 of 2002)

Before Commissioner Macdonald

23 May 2002

AWARD

1. Title

This award shall be known as the Sydney Olympic Park Visitors Services (State) Award 2002.

2. Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Intention
4.	Rates of Pay
5.	Conditions of Engagement (Full-time, Part-time and Fixed-term Employees)
6.	Hours of Work (Full-time, Part-time and Fixed-term Employees)
7.	Casual Employees
8.	Meal Breaks
9.	Excess Hours Worked (Full-time, Part-time and Fixed-term Employees)
10.	Public Holidays
11.	Sick Leave
12.	Anti-Discrimination
13.	State Personal/Carer's Leave
14.	Bereavement Leave
15.	Parental Leave
16.	Redundancy
17.	Training Wage
18.	Payment of Wages
19.	Annual Leave and Annual Leave Loading
20.	Job Representative
21.	Labour Flexibility
22.	Uniforms and Protective Clothing
23.	Tools and Equipment
24.	Change Rooms and Amenities
25.	Grievance and Dispute Resolution Procedures
26.	Area, Incidence and Duration
27.	No Extra Claims
28.	No Reduction of Entitlements
29.	Payroll Advice
30.	Superannuation
31.	Rehabilitation Services

PART B

MONETARY RATES

Table 1 - Rates of Pay

PART C

CLASSIFICATIONS

3. Intention

The principal intentions of this award are:

- (i) to promote harmonious industrial relations at the Sydney Olympic Park site as defined in clause 26, Area, Incidence and Duration;

- (ii) to maximise standards of service to the public and park's users, measured against those applying in the leisure and recreation industry nationally and internationally;
- (iii) to facilitate the development of a multi-skilled workforce;
- (iv) to establish flexible operational arrangements to meet the needs of the employer, its clients and those of the workforce;
- (v) to establish the Sydney Olympic Park as world-class sporting, leisure, cultural, educational, commercial, tourist, entertainment and environmental venue;
- (vi) to provide the workforce with a comprehensive information service regarding their wages, conditions of employment and other related matters.

4. Rates of Pay

- (i) The minimum rates of pay for employees covered by this award shall be those set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

(ii)

Junior Rates	Percentage of Appropriate Rate
At 18 years	75
At 19 years	85
At 20 years	100

- (iii) The classifications (skills/definitions) for employees covered by this award shall be those classifications set out in Part C, Classifications.

5. Conditions of Engagement (Full-time, Part-time and Fixed-term Employees)

- (i) An employee shall be engaged as either a full-time, part-time, fixed-term or casual employee.
- (ii) A full-time employee is an employee who is engaged to work an average of 38 hours per week, Monday to Sunday.
- (iii) A part-time employee is an employee engaged to work a minimum of ten hours per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- (iv) Full-time and part-time employees shall be engaged by the week and their engagement shall only be terminated by the employer or employee by the giving of one week's notice or by the payment in lieu or forfeiture, as the case may be, of the appropriate wage in lieu of notice.
- (v) A fixed-term employee shall be employed for a fixed period. The engagement of a fixed-term employee may be varied by agreement between the employer and the employee.
- (vi) The provisions outlined in subclauses (iv) and (v) of this clause shall not affect the right of the employer to dismiss any employee without notice for misconduct or other neglect of duty.
- (vii) Notwithstanding the provisions applying to paid leave, the employer shall have the right to deduct payment for time lost by an employee who fails to attend for duty without leave to absent himself/herself for the actual time of such non-attendance.

6. Hours of Work (Full-time, Part-time and Fixed-term Employees)

- (i) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 per week, Monday to Sunday, between the hours of 7.00 a.m. and 11.00 p.m. The ordinary hours may be extended to between 6.00 a.m. and 2.00 a.m. to cover special events, provided that the employer gives the relevant

employees seven days' notice of the extension of ordinary hours, or upon agreement between the employer and the employee.

- (ii) Where employees are required to work outside the ordinary hours of work, employee will be paid a loading of 15% for hours worked (other than overtime hours) between 2.00 a.m. and 6.00 a.m. in accordance with subclause (i) of this clause.
- (iii) Notwithstanding the provisions of subclauses (i) and (ii) of this clause, the ordinary hours of work for an employee engaged in the safeguarding of property shall not exceed an average of 38 per week, and may be worked as ordinary hours any hour of the day. This provision shall only apply to employees classified at Level 3 or 4 under this award.
- (iv) The employer shall arrange the working hours of the 38 hours per week:
 - (a) by employees working less than eight hours per day;
 - (b) by employees working less than eight hours on one or more days in each week;
 - (c) by employees working up to ten hours on one or more days in the week.
- (v) Employees shall be entitled to receive four sets of two consecutive days off in each 28 day period.
- (vi) Notwithstanding the provisions of subclauses (i) and (iii) of this clause, the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or the consent of the employees at any time.

7. Casual Employees

- (i) Subject to subclause (v) of this clause, a casual employee is an employee engaged and paid as such. A casual employee shall be paid the appropriate hourly rate as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, for all hours worked Monday to Sunday, regardless of start and finish times.
- (ii) The casual hourly rate contained in this award contains a component in lieu of any entitlement to sick leave, bereavement leave, long service leave and annual leave. Moreover, casual employees shall not be entitled to claim the benefits of clause 13, State Personal/Care's Leave, clause 16, Redundancy, clause 18, Payment of Wages, and clause 21, Labour Flexibility.
- (iii) A casual employee shall receive a minimum payment of four hours for each engagement, to be worked consecutively, except in the case of tour guides or training sessions, which shall be two hours.
- (iv) Casual rosters may be changed by management, provided that shifts are not shortened to less than the minimums referred to above. Further, employees shall be advised of their anticipated finishing time at the commencement of a shift. However, nothing in this subclause shall be construed to affect the employer's right to shorten an engagement after it has commenced.
- (v) Casual employees who are required to work on a public holiday shall be entitled to double time and one half of the base weekly pay rate for each hour worked on the public holiday.
- (vi) Where a casual employee is required to work 14 hours in any 24 hour period, the casual employee shall have at least ten consecutive hours off duty before their next engagement.

8. Meal Breaks

- (i) All employees shall be entitled to the following meal breaks:
 - (a) when required to work no more than four hours - one 10 minute paid break.
 - (b) when required to work more than four but no more than six hours - two 10 minute paid breaks.

- (c) when required to work an eight hour shift - two 10 minute paid breaks and a 30 minute unpaid break.
- (d) when required to work more than two hours after having worked an eight hour shift - an additional 10 minute paid break after every additional two hours' work.
- (ii) The employer and employee shall determine the time at which a rest break shall be taken.
- (iii) Notwithstanding the provisions of subclause (i) of this clause, the employer and employee can determine the appropriate time to take a meal break by mutual agreement.
- (iv) An employee required to work through a period when a meal break should be taken shall receive overtime for the time so worked at the rate of time and a half of the base ordinary weekly rate.
- (v) An employee who is required to work for a continuous period amounting to more than five hours from the time of commencing work shall be entitled to be absent from work until the employee has had 10 consecutive hours off duty. Should the said 10 hours or any part thereof coincide with the employees ordinary hours of work or the next shift, the employee shall be paid at ordinary rates for the time which falls within the employees ordinary hours of work or the next shift.

9. Excess Hours Worked (Full-time, Part-time and Fixed-term Employees)

- (i) All hours worked in excess of an average of 38 in any one week outside the spread of hours prescribed in subclause (i) of clause 6, Hours of Work (Full-time, Part-time and Fixed-term Employees), or in excess of 10 hours on one day, shall be paid as overtime or given as time off in lieu. This subclause does not apply to casual employees.
- (ii) All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- (iii) By mutual agreement, excess hours shall be paid as overtime or taken as time off in lieu. Time off in lieu will be the equivalent number of actual hours worked. All accrued time off in lieu shall be taken two months after it falls due, unless there is mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.
- (iv) Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (v) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times, shall be released after the completion of such overtime until 10 consecutive hours have been allowed without loss of pay for ordinary working time occurring during such absence.
- (vi) For the purpose of this clause, "excess hours" means overtime.

10. Public Holidays

- (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State are observed shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.

Provided that any of the abovementioned holidays may be substituted for another day off by agreement between the employer and employee(s), to be taken within one month of the said holiday or adjacent to a period of annual leave.

- (ii) In addition to the holidays prescribed in subclause (i) of this clause, full-time, part-time and fixed-term employees shall be entitled to take a paid picnic day which shall be observed on the first Monday in

December or which shall be taken at a time mutually agreeable to the employer and the employee(s), provided that the employee shall provide to the employer proof of purchase of a ticket to the AWU's picnic day function, 10 working days prior to the event.

- (iii) Any full-time, part-time or fixed-term employee who is required to work on a public holiday shall be entitled to time and one half hours pay for each hour worked, as well as a day off in lieu at a time mutually agreed or double time and one half for each hour worked on the public holiday.
- (iv) An employee who is absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- (v) An employee whose day(s) off duty coincides with a public holiday shall not be entitled to receive an additional day in lieu.
- (vi) Casual employees who are required to work on a public holiday shall be entitled to double time and one-half of the base weekly pay rate for each hour worked on the public holiday.

11. Sick Leave

- (i) A full-time, part-time or fixed-term employee shall be entitled to 10 days' sick leave pro rata per year. Part-time employees shall be entitled to a proportionate amount of sick leave.
- (ii) If the full period of sick leave is not taken on any one year, the whole or untaken portion shall accumulate from year to year.
- (iii) An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to Workers' Compensation.
- (iv) Where an employee is ill or incapacitated on a rostered day or shift off, he/she shall not be entitled to sick pay on that day, nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- (v) Where an employee is absent for more than one consecutive day, or more than five single days in one year, the employee shall provide the employer with a doctor's certificate.
- (vi) The employee shall, wherever possible, prior to the commencement of the absence of sick leave, inform the employer of his/her inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

12. Anti-Discrimination

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

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligation 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.”

13. State Personal/Carer's Leave

- (i) Use of sick leave
 - (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 11, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish, 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:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) 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 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.

- (3) 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 their 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.

(ii) Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (2) of paragraph (c) of subclause (i) who is ill.

(iii) Annual leave

- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.

(iv) Time off in lieu of payment for overtime

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

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

(vi) Rostered days off (RDOs)

- (a) An employee may elect, with the consent of the employer, to take an RDO at any time.
- (b) An employee may elect, with the consent of the employer, to take RDOs in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all RDOs 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 employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union to participate in negotiations.

14. Bereavement Leave

A full-time, part-time or fixed-term employee shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death within Australia of a member of the employee's family or household prescribed in paragraph (c) of subclause (i) of clause 13, State Personal/Carers' Leave

Provided further that an employee on a weekly hiring shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of a member of the employee's family or household prescribed in paragraph (c) of subclause (i) of clause 13, and where such employee travels outside Australia to attend the funeral.

Bereavement leave may be taken in conjunction with other leave available under clause 13, State Personal/Carers' Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the employer.

15. Parental Leave

A full-time, part-time or fixed-term employee shall be entitled to parental leave pursuant to the provisions of the *Industrial Relations Act 1996*.

16. Redundancy

See the Theatrical Employees Redundancy (State) Award published 15 December 2000 (321 I.G. 20).

17. Training Wage

See the New South Wales Theatrical Employees (Training Wage) (State) Award published 1 November 1996 and award review published 8 February 2002 (331 I.G. 198).

18. Payment of Wages

Wages will be paid weekly in arrears by electronic funds transfer (EFT).

19. Annual Leave and Annual Leave Loading

- (i) Full-time and part-time employees shall receive annual leave of five weeks per annum, plus 17.5% annual leave loading, upon the completion of each 12 months' service.
- (ii) The loading referred to in subclause (i) of this clause shall be paid to all weekly employees, upon the anniversary of their entitlement, as a lump sum.
- (iii) Fixed-term employees who are engaged on a contract of less than 12 months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than 12 months in total, as an aggregate of full-time, part-time or casual employment.

20. Job Representative

- (i) A job representative appointed by the employees shall be allowed the necessary time during working hours to interview the supervisor or officer-in-charge on matters affecting the employees whom he/she represents.
- (ii) The Australian Workers' Union, New South Wales, job delegates who are full-time employees shall be allowed up to five days' paid leave per year to attend approved courses run by the union.
- (iii) Casual employees appointed as job representatives shall be provided paid leave up to eight hours in a calendar year to attend union-sponsored training, provided that not more than two individuals are nominated for such training per calendar year by the union.

21. Labour Flexibility

Employees covered by this award shall perform all work within their skill and competence including, but not limited to, work which is incidental but not peripheral to their main tasks and functions.

22. Uniforms and Protective Clothing

Employees are required to wear a uniform. The employer will provide the following items of uniform:

- (i) shirt;
- (ii) hats; and
- (iii) other items from time to time.

Employees are responsible for supplying basic items of uniform (such as black trousers, black shoes and socks), complying with the employer's uniform policy.

Protective clothing and very cold weather clothing will be supplied on an as-required basis to the employees free of charge and will remain the property of the employer.

Upon termination of employment, all uniforms and property belonging to the employer shall be returned by the employee to the employer. The employer reserves the right to withhold all wages due pending receipt of all property of the employer issued to the employee.

23. Tools and Equipment

All tools and equipment required by the employee(s) to perform their duties shall be provided by the employer.

24. Change Rooms and Amenities

The employer shall provide limited change room facilities for the use of the employee(s), free of charge. Such change rooms shall be equipped with hot and cold showers and shall be fitted with locker accommodation where practicable.

Employees required to work out in the open shall be issued with block-out cream.

Further, employees shall have access to fresh water at their work sites.

25. Grievance and Dispute Resolution Procedures

- (i) Procedures relating to grievances of individual employees
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

- (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing a proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by the union for the purpose of each procedure.
- (ii) Procedures relating to disputes, etc. between the employer and the employees
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, work must continue as directed by the employer.
 - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by the union for the purpose of each procedure.

26. Area, Incidence and Duration

- (i) This award shall regulate the terms and conditions of employees engaged within the scope of the classification structure contained in subclause (iii) of clause 4, Rates of Pay, to perform such functions as therein described at the Sydney Olympic Park, Homebush, and employed by an employer contracted to provide such services by the Sydney Olympic Park Authority and/or its successor.
- (ii) This award shall take effect on and from 23 May 2002 and shall remain in force until 30 April 2004.
- (iii) This award shall not apply to employees engaged by the operators (or subcontractors) of the following:
 - (a) Sydney International Athletics Centre;
 - (b) Sydney International Aquatic Centre;
 - (c) State Sports Centre;
 - (d) Royal Agricultural Society Showground site;
 - (e) Stadium Australia (Olympic Stadium);
 - (f) Sydney SuperDome;
 - (g) Sydney International Tennis Centre;
 - (h) Novotel/ Ibis Hotel;

and this award shall not apply to any future venues, of any description, and/or structures created at the Sydney Olympic Park.

27. No Extra Claims

It is a term of this award that the union undertakes not to pursue any extra claims, a ward or over-award, of any nature, for the duration of the award.

28. No Reduction of Entitlements

No existing employee at the date of the implementation of this award shall suffer a reduction in either conditions or rates of pay, whether award-based or not, simply as a consequence of the existence of this award and its impacting on their employment.

29. Payroll Advice

All employees shall be issued with a written payroll advice indicating all deduction made from the wage, classification and hourly rate of pay, superannuation details, gross and net pay for the period, within five working days of the completion of the pay period concerned or otherwise as required to comply with the requirements of the *Industrial Relations Act 1996*.

30. Superannuation

The employer shall make superannuation contributions into a complying fund on behalf of all eligible employees in accordance with the relevant Commonwealth legislation excepting that the employer shall be required to make the said contribution on a monthly basis.

The Australian Public Superannuation Fund (APS) is recognised as the industry-complying fund.

31. Rehabilitation Services

Notwithstanding the employers right to choose an appropriate rehabilitation provider, Australian Injury Management Pty Limited (AIM) is recognised as a suitable rehabilitation provider.

PART B

MONETARY RATES

Table 1 - Rates of Pay

The following shall be the ordinary hourly rates for employees engaged between Monday and Sunday, excluding public holidays.

Classification	Weekly Employees (per hour)	Casual Hourly Rates
Level 1	\$13.00	\$15.80
Level 2	\$14.60	\$17.75
Level 3	\$16.25	\$19.75
Level 4	\$19.35	\$23.50

The parties agree that the monetary figures contained in this award reflect the outcome of the 2001 State Wage Case. Further, it is also agreed that the above rates will be adjusted in line with the monetary outcomes or percentage adjustments of the 2002 and 2003 State Wage Cases.

PART C

CLASSIFICATIONS

Level 1

Shall be an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision. Employees at this level may include the initial recruit, who may have limited relevant experience.

Indicative of some of the duties that an employee at this level may perform are car park attendant and event marshall.

An employee at this level will be able to communicate with the public in a courteous and tactful manner. This position will work under close supervision and undergo on-the-job training.

Upon completion of 400 hours of employment, an employee would be reclassified to Level 2.

Level 2

Shall be an employee who has:

- (a) undertaken structured training recognised by the employer as being relevant; or
- (b) completed 400 hours' employment at the level required of a Level 1 operative or equivalent work within the Leisure and Recreation Venue Management Sector, including acting as a traffic controller in regard to an avenue or event at which this award applies.

An employee at this level would:

demonstrate a capacity to work in a team environment under routine supervision and assist with the provision of on-the-job training to a limited degree; and

where appropriate, hold and maintain first aid and other qualifications recognised as being in accordance with the safe and effective conduct of duties involving public and employee health and safety; and

undertake retail transactions and/or be responsible for the presentation of tours or information sessions.

In addition to the requirements of Level 1 employees, the following are indicative of the duties that an employee at this level may perform - ticket sales agent, venue tour guide, general operational assistant, event staff centre and communications centre staff.

Level 3

An employee at this level shall exercise discretion within one's own level of skill, training and authority. The employee would have delegated responsibility for work under his/her control or supervision in terms of allocation of duties, co-ordination of workflows, checking progress, quality of work and resolving problems.

In addition to the requirements of Level 1 and 2 employees, the following is indicative of the duties that an employee at this level may perform - event staff team leader, supervising employees at Levels 1 and 2.

Level 4

Shall be an employee who, subject to broad guidance or direction, reports to more senior staff as required and has appropriate levels of experience and/or qualifications commensurate with the duties.

In addition to the requirements of Level 1, 2 and 3 employees, the following is indicative of the duties an employee at this level may perform - an event supervisor, supervising employees at Levels 1, 2 and 3.

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

(523)

SERIAL C1353

**IPLEX PIPELINES AUSTRALIA PTY LIMITED (HOBAS PLANT)
ENTERPRISE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Iplex Pipelines Australia Pty Ltd.

(No. IRC 7914 of 2001)

Before The Honourable Justice Walton, Vice-President

4 April 2002

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Terms of Employment
2.	Anti-Discrimination
3.	Consultation
4.	Classifications
5.	Hours
6.	Operation of 38-Hour Week
7.	Wages
8.	Shift Work Allowance for Shift Workers
9.	Overtime
10.	Sunday Work

11. Meal Times and Meal Allowances
12. Holidays
13. Annual Leave
14. Payment of Wages
15. General Conditions
16. Leave (Sick Leave/Carer's Leave/RDO)
17. Bereavement Leave
18. Technological Change
- 18A. Redundancy
19. Long Service Leave
20. Attendance at Repatriation Centres
21. Application of State Wage Cases
22. Accident Pay
- 22A. Income Protection
23. Jury Service
24. Settlement of Disputes
25. Performance Payments System
26. Improvements During the Life of This Agreement
- 26A. Exclusion of this Agreement
27. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rate (Second Instalment)

Table 2 - Others Rates and Allowances (Second Instalment)

Appendix A - Iplex Performance Payments System -
Conditions

PART A

1. Terms of Employment

- (i) Iplex has a commitment towards employing a workforce of full time permanent team members supplemented by part-time, fixed term contract and casual team members, all established through the payroll, in order to meet operational requirements.
- (ii) Employment Practices

Recruitment procedures aim to ensure that selection for employment is based solely on merit, using fair and structured procedures and processes. These include:

Completing an "Application for Employment" form.

Assessing applicants' skills and ability to perform the requirements of the job.

Confirming previous employment history.

Assessing health to ensure applicant is suited to the job.
- (iii) Probationary Employment

A team member (other than a casual) recruited by Iplex shall be employed on a maximum of eight weeks probation. During the probationary period the team member will be required to successfully complete the Orientation Program. Following successful completion of the probationary period, team members will be confirmed as permanent, from the date of commencement of the probation period. Those who are not made permanent will have their probation employment terminated without eligibility to redundancy payments.

(iv) Full Time Team Members

- (a) Full time team members are engaged and paid on a weekly basis and work an average of 38 hours per week
- (b) Either party may terminate employment of a weekly employee by giving one week's notice in writing or making payment in lieu of notice. In cases of misconduct, an employee may be dismissed without notice.
- (c) Employees who fail to report for work without having given any reason for doing so, and fail to contact the company to advise the likely return to work, Iplex will consider that such employee has abandoned employment, and will take appropriate action.
- (d) In the event an employee terminate his/her employment, all company equipment is to be returned, and staff account paid before final payment can be calculated.

(v) Fixed Term Team Members

Iplex may have the need to engage fixed term team members to meet customer requirements for seasonal work, special projects or events and known prolonged absences by full time team members.

Iplex may employ persons for these purposes for a mutually agreed period or project of a minimum of 2 months and a maximum of 12 months. Such team members are entitled to pro rata remuneration and conditions as provided in this Agreement based on the equivalent full time or part time position. At the conclusion of the employment period or project, the team members will be paid any outstanding entitlement but are not entitled to any redundancy payment.

(vi) Permanent Part Time Team Members

- (a) Persons available to work on a regular basis, less than 38 hours per week, but not less than 15 hours per week, may be engaged as part time team members. Each daily engagement shall not be less than 4 hours. Any hours to be worked between 30 and 38 hours per week shall be subject to Agreement between the team member and Iplex.
- (b) Permanent part time team members are entitled to pro rata remuneration and conditions (for hours worked), based on the equivalent full time position.
- (c) A full-time team member who wishes to convert to part-time employment shall be permitted to do so if Iplex agrees and subject to the conditions in this clause. If such a team member transfers from full-time to part-time employment all accrued Agreement conditions and legislative rights shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment in this Agreement.

(vii) Casual Team Members

Casual employee shall mean an employee engaged as such for a period of less than three months, with a further three-month extension being negotiated if plant loading requires. The level of casual labour, permanent part or fixed term team member shall not exceed 40 per cent of the plant's total workforce. It can, however, be increased by agreement with the Union. The employment of a casual employee may

be terminated by one hour's notice. Casual Team member will be offered permanent position on priority if vacancy arises.

(viii) Contractors

This Agreement does not apply to contractors. Contractors are defined as external organisations, persons or agency/temporary staff (not established on the Iplex payroll) who are contracted to provide specialist or specific contracting services to the business. Contractual arrangements of this nature usually have a short-term commercial viability and are not normally long-term arrangements.

Use of contractors will only occur where utilisation of on-site team members cannot deliver the same productive and cost efficient service arrangements.

- (ix) Deductions may be made from an employee's wages for time absent unless sanctioned by this award or permitted by the Company.
- (x) In the event the work of the factory being stopped by a breakdown of machinery or any other stoppage beyond the control of management, all weekly employees who present themselves for work shall be found work for that day or shall be paid one day's wages in lieu thereof. The Company may, when such breakdown or stoppages occur, give notice to the employees that their services shall not be required on the following day. The employees shall not be entitled to any further payment in respect of any further days on which they are out of employment by reason of such breakdown or stoppage. The employees, whenever possible shall consider using their accumulated RDO's/Annual Leave on any further breakdown or stoppages that is beyond the control of the management.
- (xi) For the purpose of calculating service or continuity of employment in respect of long service leave, annual leave and/or sick leave payments under this award, any break of employment occasioned by the operation of subclause (x) of this clause shall be disregarded.
- (xii) Statement of Service - Upon request by an employee, the Company shall give an employee a signed statement of service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the employee was employed.
- (xiii) The Company may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training.
- (xiv) When business demand declines, the employer may require the employee to stand down for a period of 2 full weeks, and a maximum of 4 full weeks without pay.
- (xv) Clause 1 (xiv) will only be implemented after clauses 13(iii), (iv) and 16.3 (f) are executed.

2. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the award which, by its terms or operations, has direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1997*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the *Anti-discrimination Act 1997*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

“Nothing in 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.”

3. Consultation

- (i) A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise shall be established for consultation on matters affecting the efficiency and productivity of the enterprise.
- (ii) It is agreed that the Consultative Committee will remain in place after the date of effect of this award, to provide an ongoing communication forum within the organisation.
- (iii) The committee is committed to continually improving our operation through the ongoing implementation of the Continuous Improvement (CI) concept.
- (iv) The committee agrees to monitor the CI groups results to establish benchmarks in the following areas, while allowing for performance measurement and the quantification of results as a basis for further quality and efficiency improvements:

Total Rejects.

In-Line Inspection.

Distribution and Packaging.

This statement should in no way be interpreted or used to limit the development of future CI projects.

During the term of this award the committee will maintain the current commitment to developing CI projects to resolve productivity problems identified by employees during the process analysis carried out by the Consultative Committee.

- (v) In addition to the above, all parties to the Award are committed to achieving productivity and quality improvements during the life of the Award. These will be achieved through a variety of consultative processes, education, and training programs. Future Awards made between the parties will be reflective of the site achievements through the efforts of all concerned.

4. Classification and Employment Arrangements

Employees will be paid at the highest classification for which they are skilled and accredited to perform.

5. Hours

- (i) Day Workers - The ordinary hours of labour, inclusive of meal times, shall be an average 38 per week over a full roster cycle and shall not exceed eight hours per day, Monday to Friday, inclusive, between the hours of 6.00am and 6.00pm.
- (ii) Shift Workers -
 - (a) The ordinary working hours of employees working on either a two-shift or three-shift roster system shall be an average of 38 per week over a full roster cycle; in each case the shifts shall be worked by rotation or fixed shifts not exceeding eight hours each.
 - (b) A 15-minute compulsory shift changeover shall be worked prior to the shift starting time. Payment for the shift changeover is to be paid at the appropriate penalty rate.
 - (c) A shift shall be known and shall be regarded as being wholly within the day upon which it commences even though part of such shift may carry over into the following day. Provided that, at the request of the employees concerned, the method of working shifts is changed so as to provide for a commencement of the weekly shifts at or before midnight on a Sunday, only the time worked before midnight shall be paid at the rate of double time; provided further, that all ordinary time worked on a shift, the greater part of which falls on a Saturday, shall be paid for at the rate of time and one-half.
- (iii) An employee who has completed a period of work, including overtime, shall not recommence duty before at least nine and three-quarter hours have elapsed.

The provisions of this paragraph shall apply as if seven and three-quarter hours were substituted for nine and three-quarter hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
 - (b) where a shift worker does not report for duty; or
 - (c) where a shift is worked by arrangement between the employees themselves.
- (iv) The starting and finishing times of all employees when once fixed shall not be altered without seven days' notice to the employees concerned; provided that, by mutual agreement between the Company and the Union and/or the Union Delegate, the starting and finishing times may be altered without such notice being given.
 - (v) The parties are committed to discuss the implementation of continuous seven-day operation should business needs demand it. The parties acknowledge this will include the modification of terms of this award inconsistent with a seven-day operation.
 - (vi) 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 work 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 an employee takes time off ordinary hours and work those hours at a later time), at the shift worker rate which would have been applicable to the hours taken off.
 - (vii) Working Off Site
 - (a) Iplex, by agreement with the Union and the Team member/s, may from time to time request a Permanent Team Member/s to work in sites other than Hobas plant, ie, away from Sydney Metropolitan district. This is regarded as working off site.

- (b) Iplex, will pay for all of the travelling, meals & accommodation expenses which incurred for such a duration.
- (c) Team member/s who agreed to such duties shall be paid per day, the amount of wage that would have been received in respect of the ordinary time plus any allowances that would have been worked had the employee not been off site. The current overtime policy will apply after the normal 8 working hours per day.
- (d) Iplex will pay the Team Member/s involved for the total travel time on weekdays at the normal current pay rate and total travel time on weekends at the appropriate overtime rate. Current overtime policy will apply to any hours worked on the top of the travel time.
- (e) Team Member/s who agreed to such duties shall be entitled to 4 hours time in lieu for every full working day worked out of the Hobas site.

6. Operation of 38-Hour Week

- (i) The ordinary hours of work shall be an average of 38 hours per week as provided in clause 5, Hours.
- (ii) Circumstances may arise where roster cycles of varying lengths will apply to various groups or sections of employees in the plant or establishment concerned.

7. Wages

- (i) Subject to the other provisions of this award, the minimum rate of pay for employees shall be the rate prescribed for the classification or class of work performed by such employee as set out in Table 1 - Wage Rates (Second Instalment), of Part B, Monetary Rates.
- (ii) Casual employees shall be paid at the rate fixed for the class of work they are called upon to do, plus 20 per cent.
- (iii) Any employee appointed to act as a first-aid attendant in addition to normal duties shall be paid an additional allowance per day or shift as set out in Item 1 of Table 2 - Other Rates and Allowances (Second Instalment).
- (iv) Group Leader
 - (a) Group Leader shall mean an employee appointed as such whom, in addition to performing his/her normal work, has a specific responsibility for supervising the work of other employees.
 - (b) A Group Leader shall be paid not less than the highest rate of employees supervised and shall be paid the wage as set out in Classification 5 of the said Table 1.
- (v) Acting Team Leader - 2IC
 - (a) An Acting Team Leader shall mean an employee appointed on a shift basis to assume the basic responsibilities of a Team Leader as determined from time to time. The parties agreed that the definitions of "Team Leader" and "Acting Team Leader" will be subject to review at Consultative Committee level. Provided that any wage levels agreed for the aforementioned classifications shall be subsequently reflected in the Award.
 - (b) The committee agrees that, under the circumstances where the permanent Team Leader is not present and a replacement is not practical, the nominated employee will fill the position of Acting Team Leader. This will allow for the efficient use of the plant at all times while developing career paths.
 - (c) Acting Team Leader rate is an allowance as set out in Item 3 of the said Table 2. It shall be paid in addition to the Group Leader rate if applicable.

- (vi) The weekly rate of pay in addition to weekly award wage rates of pay prescribed by column I of Table 1, shall be paid from the beginning of the first full pay period to commence on or after 12 December 2000.
- (vii) The weekly rate of pay and addition to weekly award wage rates of pay prescribed by column III of Table 1, shall be paid from the beginning of the first full pay period to commence on or after 12 December 2001.
- (viii) Other rates and allowances prescribed by column I of Table 2, shall be payable from the beginning of the first full pay period on or after 12 December 2000.
- (ix) Other rates and allowances prescribed by column III of Table 2, shall be payable from the beginning of the first full pay period on or after 12 December 2001.

8. Shift Work Allowance

Adult shift workers whilst on a afternoon shift shall be paid an allowance as set out in Item 4 of Table 2 - Other Rates and Allowances (Second Instalment), of Part B, Monetary Rates.

Adult shift workers whilst on night shift shall be paid an allowance as set out in Item 5 of the said Table 2.

9. Overtime

- (i)
 - (a) All time worked in excess of the hours mentioned in clause 5, Hours, or outside the starting and finishing times prescribed therein shall be paid for the rate of time and one-half for the first two hours and double time for hours worked thereafter.
 - (b) For Day workers to work from midnight and 6.00 am he/she shall be paid at the rate of double time for all time worked during the said period.
- (ii) An employee required to work overtime on Saturday and/or Sunday or on holidays, except in the case of breakdown, shall be given, where possible, at least three days' notice that he/she will be required to work.
- (iii) All overtime on a Saturday shall be paid for at overtime rates with a minimum payment of four hours at such rate, provided that such minimum payment shall not apply to overtime worked as a continuation of ordinary hours on a Friday.
- (iv) If after the end of the ordinary day's work, an employee is then informed of the requirement to work, the employee concerned shall be paid at the appropriate overtime rate for a minimum period of two hours.
- (v) If an employee is required to work overtime or an additional unrostered shift and finishes at a time where transport is not reasonably available the employer shall provide that employee with transport to the nearest public transport or to his/her home.

10. Sunday Work

All overtime worked on a Sunday shall be paid for at the rate of double time with a minimum payment of four hours at such rate.

11. Meal Times and Meal Allowances

- (i) Day workers shall be allowed not less than thirty minutes for a meal between 12 noon and 1.30pm.

- (ii) Shift workers shall be allowed twenty minutes for a paid meal break and 10 minutes for a paid tea break. Breaks shall be taken at times agreed between the employee and the Team Leader so as to minimise production interruptions.
- (iii) An employee required to work overtime one hour or more after the usual ceasing times shall be paid the rate prescribed in Item 6 of Table 2 - Other Rates and Allowances (Second Instalment), of Part B, Monetary Rates, for the first meal and again for a second meal if more than a further four hours overtime is worked. An employee shall be paid meal money if he/she works three or more hours overtime prior to normal starting time. Should an employee be notified of the intention of work overtime and then not be called upon to do so, that employee shall be paid the meal money rate prescribed by the said Item 6.
- (iv) A paid break of thirty minutes duration shall be allowed for each four hours of overtime worked if the employee continues to work after such break. Provided that if an employee is required to work four hours overtime immediately following the completion of a normal day's work he/she shall be allowed a meal break within two hours of the commencement of such overtime.

11A. Travel Allowance

Use of own vehicle - Employees who may be required by the Company to use their own vehicle on a company business shall receive an allowance of \$0.52/Km.

12. Holidays

The days upon which the holidays mentioned below are observed shall be holidays and shall be allowed without loss of pay, viz.:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with any special holiday declared in the Sydney Metropolitan area, and the Picnic Day of the Australian Liquor, Hospitality and Miscellaneous Workers Union of Australia, New South Wales Branch, which shall be agreed upon to meet the requirements of the business.

All time worked on public holidays shall be paid at double time and one-half with a minimum payment of four hours at such rate.

13. Annual Leave

- (i) See *Annual Holidays Act 1944*.
- (ii) An annual leave loading of 20 per cent of the ordinary-time classification rate shall be paid where an employee proceeds on annual leave.
- (iii) When business demand declines, the employer may give one week notice for an employee to take their annual leave. Notwithstanding the above, the employer will in the first instance require the employee to take their accumulated Rostered Day Off (RDO) first.
- (iv) The maximum time period for the taking of annual leave in relation to clause 13(iii) above will be one full week in each calendar year and with a maximum of 2 occasions per calendar year.

14. Payment of Wages

- (i) Wages shall be paid weekly on a day fixed by the Company other than a Saturday, Sunday or holiday. All wages shall be paid by electronic funds transfer.
- (ii) Termination payments may be made by electronic funds transfer, cheque or cash, at the discretion of the Company.

15. General Conditions

All permanent employees shall be provided with all necessary protective clothing, footwear and safety accessories by the Company. Such clothing and equipment shall be cleaned, maintained, serviced and replaced by the Company. Use of mandatory items is a condition of employment.

16. Leave

16.1 Sick Leave

- (i) A permanent employee with not less than three months service shall be paid sick leave if unable to attend work for reason for personal illness or injury (excepting illness or injury for which there is an entitlement to workers' compensation) and notifies and provides satisfactory evidence that the absence was due to personal ill-health.
- (ii) A permanent employee shall be able to claim one day per calendar year Sick Leave without a Doctor's Certificate.
- (iii) An employee shall not be entitled during his/her first year of service with the employer to leave in excess of five days' working time.
- (iv) An employee shall not be entitled during the second and subsequent years with the employer to leave in excess of ten days' working time.
- (v) There shall be unlimited accumulation of untaken sick leave.

16.2 Personal/Carer's Leave

1. Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 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 provided for in subclause 16.1, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative, or affinity of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
 - (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
2. Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section (ii) of subparagraph (c) of paragraph 1 who is ill.
3. Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in subparagraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
4. Time Off In Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employee within twelve (12) months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be paid at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with subparagraph 4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be paid at the expiry of the twelve (12) month period or on termination.
 - (d) Where no election is made in accordance with subparagraph 4(a), the employee shall be paid overtime rates in accordance with the award.
5. Make-up Time

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

16.3 Rostered Day 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) Only one team member will be absent on a Rostered Day Off on any day. Accrual of RDO's will be made available up to 5 days.
- (e) Under special circumstances, an employee may elect, with the consent of the employer, to take a rostered day off at any time. Whenever possible, five working days notice should be given.
- (f) The employer may require the employee to take accumulated RDOs when business demand declines. Such RDOs will be a maximum of 5 days on any one occasion.

17. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in Clause 16.2, subparagraph (c)(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under Clause 16.2 Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

18. Technological Change

Notwithstanding the provisions of subclauses (i) and (ii) of Clause 1, Terms of Employment, where, on account of the introduction of proposed introduction by the Company of mechanisation or technological changes in the industry in which he/she is engaged, the Company terminates the employment of an employee who has been employed by the Company for the preceding 12 months, the employee shall be given three months notice of the termination of his/her employment. Provided that, if the Company fails to give such notice in full:

- (i) the employee shall be paid at the rate specified for the employee's ordinary classification in clause 7, Wages, for a period equal to the difference between three months and the period of notice given, and

- (ii) the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the Company summarily to dismiss an employee for misconduct shall not be prejudiced by the fact that the employee has been give notice pursuant to this subclause of the termination of his/her employment.

When the Company gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanisation or technological changes, within 14 days thereafter he/she shall give notification in writing to the Secretary of the Australian Liquor, Hospitality and Miscellaneous Workers Union of Australia, New South Wales Branch, of that fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

18A. Redundancy

- (i) In the event the Company makes an employee redundant, the employee shall be entitled to receive 4 weeks pay in lieu of notice and 4 weeks pay for each year of service and part thereafter. Employees with fewer than one-year service will receive a minimum of 4 weeks severance pay. Prior to any such decision being taken, the Company shall consult with the employees and their Union.
- (ii) Permanent employees 50 years of age and older shall be entitled to an extra week's pay on top of the 4 weeks severance pay for every year of service.
- (iii) In addition all such affected employees shall be entitled to the nominated benefits as detailed:
- (a) Annual Leave: Accrued entitlement will be paid out (including pro-rata loading).
- (b) Long Service Leave: Pro-rata will be paid out after 1-year of service.
- (c) Superannuation: Paid in accordance with the Trust Deed of the Fund.
- (d) RDO : Accrued entitlement will be paid out.
- (e) Shift Worker: Redundant permanent employees who work shift work will receive an additional \$268.75 (plus any pay increase in the life of this award) severance payment for each year of service. Provided that any pro-rata of service will count as one completed year of service for the purpose of calculating the entitlement. (i.e. An employee with 2 and one-third years of service will receive \$806.25/An employee with fewer than one year of service will receive a minimum of \$268.75 (plus any pay increase).

Employee Assistance:

Outplacement will be made available via Drake Recruitment Agency.

Consideration for vacancies at other Iplex/Crane sites.

19. Long Service Leave

See *Long Service Leave Act 1955*.

20. Attendance at Repatriation Centres

Employees, being ex-service personnel, shall be allowed, as time worked, lost time incurred whilst attending repatriation centres of medical examination and/or treatment. Provided that -

- (i) Such lost time does not exceed eight hours on each occasion.
- (ii) Payment shall be limited to the difference between ordinary wages rates for time lost and any payment received from the Repatriation Department as a result of each such visit.

- (iii) The provisions of this clause will apply to a maximum of four such attendances in any one year of service with an employer.
- (iv) The employee produces evidence satisfactory to the Company that he/she is required to, and subsequently does, attend a repatriation centre.

20A. Attendance Blood Bank

- (i) Normal Blood Donor - for every quarter the Donor is entitled to have time pay to attend such an occasion, but shall not exceed 8 hours on each time.
- (ii) Special Donor - the Donor is entitled to have time pay to attend such an occasion on each month, but shall not exceed 8 hours on each time.

21. Application of State Wage Cases

There will be no extra claims during the life of this award, except when a decision varying wages and other award provisions is handed down by the Industrial Relations Commission of New South Wales flowing from a decision of the Australian Industrial Relations Commission in a National Wage Case which is of general application.

22. Accident Pay

Employees absent from work and in receipt of workers' compensation shall be paid by the Company, in addition to any workers' compensation they will receive in accordance with the *Workers' Compensation Act 1987* or other relevant legislation, a subsidy of an amount to increase the workers' compensation payment received to the worker's weekly wage for a maximum period of 26 weeks.

22A. Income Protection

The Company will provide Income Protection insurance for a maximum period of 26 weeks. During first 2 weeks, the employees will not receive their Income Protection, but may utilise their sick leave, annual leave or accrued Rostered Day Off.

23. Jury Service

- (i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage that would have been received in respect of the ordinary time plus any allowances that would have been worked had the employee not been on jury service.
- (ii) An employee shall notify the Company as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Settlement of Disputes

Objective - To promote the resolution of disputes by measures based on consultation, co-ordination and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and consequential loss of production wages.

Group Rules -

- (1) There shall be commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

- (2) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (3) Sensible times shall be allowed for the completion of the various stages of the discussions.
- (4) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.
- (5) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other banks or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (6) The Company shall ensure that all practices applied during the operation of the procedures are in accordance with safe working practices and consistent with established custom and practice at the workplace.

Procedure -

- (1) An employee or group of employees who wish to raise any matter in which they are directly concerned will, in the first instance, discuss it with the appropriate Team Leader/Shift Manager.
- (2) If unresolved, the employee/s have the right to approach the next appropriate level of management.
- (3) If the employee/s are then not satisfied, they may consult the union delegate.
- (4) If the matter is still unresolved, the employee, Union or Team Leader/Shift Manager will report the matter to the appropriate Manager who, if he/she cannot resolve it, will discuss the matter with the appropriate union delegate and the employee's concerned.
- (5) If the matter cannot be settled in the manner outlined above, the union delegate may report the matter to the appropriate union official. The union official may then make formal representation to the Production Manager.
- (6) If the above fails, the matter will be referred to the Industrial Relations Commission of New South Wales.

25. Performance Payments System

To encourage performance improvements and allow employees to benefit from improvements to which they contribute, a performance payments system will operate from the commencement of this award. KPIs (Key Performance Indicators) will be discussed and agreed by the parties such that bench marks are set for the calculation of the Performance Bonus. The mechanism of calculating these KPIs will be fully explained before they are implemented. After the implementation, these KPIs will be reviewed after six months. The objective is to make sure the targets of these KPIs are achievable.

If these KPIs are achieved in each quarter, a bonus of 1% of the operator's quarter base pay will be paid as a lump sum. The details of these KPIs and benchmarks are defined in Appendix A.

26. Improvements During the Life of This Agreement

All parties are committed to achieving productivity and quality improvements during the life of the Enterprise Award. The parties are committed to this process for future negotiations concerning the Iplex site.

Finally, the parties to this Award recognise that should additional training be needed and additional skills result the current classification structure and rates of pay will need to be reviewed. In such circumstances the Union reserves the right to pursue these issues with the Company at the appropriate time.

26A. Exclusion of This Agreement

To the extent that this Award is silent the Plastic Moulding, &c. (State) Award published 2 November 2001 (329 I.G. 83) shall apply.

27. Area, Incidence and Duration

This Award shall apply to all employees of the classes mentioned herein, employed by Iplex Pipelines Australia Pty. Limited and its plant in 1 Devon Street, Rosehill, engaged in the production of centrifugally cast, resin-bonded, fibre-reinforced pipes.

This award rescinds and replaces the Iplex Pipelines Australia Pty Ltd Enterprise (State) Award published 28 July 2000 (317 I.G. 395).

This award shall take effect from the beginning of the first full pay period on or after 12 December 2001 and shall remain in force for a period of 12 months.

The parties to this award:

- (i) Iplex Pipelines Australia Pty. Limited (Hobas Plant) at its plant in Devon Street Rosehill.
- (ii) Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.

PART B

MONETARY RATES

Table 1- Wage Rates (Second Instalment)

Classification	First Instalment Rate of Pay	3.5% Increase payable (from first full pay period on or after 12 Dec 2001)	New Weekly Award Wage (from first full pay period on or 12 December 2001)
1 Dispatch Hand	\$550.61	\$19.27	\$569.88
2 Pipe Finishing hand	\$550.61	\$19.27	\$569.88
3 Coupling Winder Operator	\$562.87	\$19.70	\$582.57
4 Pipe Feeder Operator w/Stamp	\$592.96	\$20.75	\$613.71
5 Group Leader	\$623.30	\$21.82	\$645.12
6 Q. A. Inspector	\$662.32	\$23.18	\$685.50
7 Process Technician Grade 1	\$689.32	\$24.13	\$713.45
8 Process Technician Grade 2	\$743.50	\$26.02	\$769.52

Table 2- Other Rates and Allowances (Second Instalment)

Description	First Instalment Allowance Rates	3.5% Increase payable (from first full pay period on or after 12 Dec 2001)	New Allowance Rates (from first full pay period on or after 12 Dec 2001)
Item 1 - First aid (per week)	\$18.30	\$0.64	\$18.95
Item 2 - Group leader (per week)	\$30.30	\$1.06	\$31.35
Item 3 - 2IC (per shift)	\$22.45	\$0.79	\$23.25
Item 4 - Afternoon shift (per shift)	\$19.60	\$0.69	\$20.30

Item 5 - Night shift (per shift)	\$33.65	\$1.18	\$34.85
Item 6 - Meal Money (per meal)	\$7.05	\$0.25	\$7.30
Item 7 - Stamp (per week)	\$25.00	\$0.88	\$25.90

Notation: The rate shown in column I applied by administrative decision agreed by the parties on or from the first pay period after 12 December 2000.

APPENDIX A

Iplex Performance Payments System - Conditions

1. The aim of the performance payments systems is to encourage performance improvements and allow employees to benefit from improvements to which they contribute. Payments will be made in accordance with the attached Iplex Performance Payments' matrix attached. Provided that payments to employees arising from this system shall not be paid in circumstances of any strike or bans imposed by employees.

The following KPIs are agreed :

- (a) A20 Feeder Output - We will measure the number of pipes output from the A20 Feeder by making use of the computer model which has been demonstrated to & agreed by all of the Feeder Operators.
 - (b) Scrap Rate - It is to be reduced from the current average of 10.5% by 10% to 9.45%. The Scrap rate is a measure of cut back of pipes and scrap pipes. Pipes due to QA tests and downgraded pipes are not included in the calculation.
 - (c) Lost Time Injury (LTI) - We try to aim for no LTI for each quarter. If we have 1-2 days of LTI the bonus will be halved and if the LTI is greater than 2 days, no Bonus will be paid.
2. Employees entitled to performance payments are all weekly paid employees covered by this Award (this includes casual employees).

Any employee who has more than 5 days leave without pay in a month will not have an entitlement to a performance payment.

New employees must be employed for a full calendar month in order to have an entitlement to a payment.

Everyone receives the same payment regardless of their position, any paid absences, skill levels, etc.

3. Pro-rata payments will be made only in cases of raw material unavailability.
4. Payments (for improvements achieved) will be paid during the following month.
5. The Consultative Committee will review the operation of the performance payments system at 3 monthly intervals or more often if there is a clear need for amendment.
6. The parties agree technology changes in the Iplex operation will require review of the Performance Payments System. Any alteration made as a result of technology changes would have the intent of maintaining the status quo.

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

Printed by the authority of the Industrial Registrar.

(539)

SERIAL C1390

PLUMBERS AND GASFITTERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The New South Wales Plumbers and Gasfitters Employees' Union, industrial organisation of employees.

(No. IRC 3361 of 2002)

Before The Honourable Justice Haylen

28 June 2002

VARIATION

1. Delete paragraph (e) of subclause (2) of clause 6, Wages, of the award published 12 September 1997 and reviewed award published 25 February 2000 (313 I.G. 709) as varied, and insert in lieu thereof the following:
 - (e) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case and Minimum Rates adjustments.

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

Table 1 - Rates of Pay

(effective first full pay period on or after 16 August 2002)

(i) Wages -

Classification	Amount \$
Journeyman Plumber Margin for Skill -	369.10 per week

Arbitrated Safety Net Adjustments -	106.00 per week
Hourly Rate -	16.11 per hour
Ships Plumber Margin for Skill-	369.10 per week
Arbitrated Safety Net Adjustments -	106.00 per week
Hourly Rate -	15.85 per hour

- (ii) Wages Apprentices - Indentured Apprentices - For apprentices employed by employers bound by this award, other than those employed in ship's plumbing, the following wage rates shall apply:

Years of Service	Former Rate Per Week \$	Industry Allowance Per Week \$	Special allowance Per week \$	SWC 2002 \$	Total Per Week \$
Building Industry -					
1st year	171.00	19.70	17.10	6.00	213.80
2nd year	250.00	19.70	25.30	8.80	303.80
3rd year	329.40	19.70	32.50	11.50	393.10
4th year	387.40	19.70	38.70	13.60	459.40
For all other apprentices -					
1st year	171.00			6.00	177.00
2nd year	250.00			8.80	258.80
3rd year	329.40			11.50	340.90
4th year	387.40			13.60	401.00

Trainee Apprentices - Building Industry-

Years of Service	Former Rate Per Week \$	Industry Allowance Per week \$	Special Allowance Per Week \$	SWC 2002 \$	Total Per Week \$
Building Industry -					
1st year	193.20	19.70	18.40	6.80	238.10
2nd year	281.10	19.70	27.90	9.80	338.50
3rd year	363.50	19.70	35.30	12.70	431.20
4th year	409.00	19.70	43.10	14.30	486.10
For all other apprentices -					
1st year	193.20			6.80	200.00
2nd year	281.10			9.80	290.90
3rd year	363.50			12.70	376.20
4th year	409.00			14.30	423.30

3. Delete Item Nos. 1 to 54 and 73 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

(effective first full pay Period on or after 16 August 2002)

Item No.	Clause No.	Brief Description	Amount \$
1	6(2)(a)(i),(ii), (iii)	Journeyman Plumber (Other than Ship's Plumber) - Industry Allowance	19.70 per week

	6(2)(b)	Tool Allowance Supplementary Payment Special Allowance Registration Allowance Amount deducted from hourly rate of journeyman plumber for Drainer	20.30 per week 52.10 per week 7.70 per week 0.52 per hour 0.05
2	6(2)(c)(i),(ii), (iii),(iv) 6(2)(d)(iii)(a)	Ship's Plumber - Industry Allowance Tool Allowance Supplementary Payment Special Allowance Registration Allowance Ships Plumbers Apprentice	10.40 per week 20.30 per week 52.10 per week 7.70 per week 0.52 per hour 4.35 per week

3	7(i)(a)	Plumber's Licence	0.68 per hour
4	7(i)(b)	Gasfitter's Licence	0.68 per hour
5	7(i)(c)	Drainer's Licence	0.58 per hour
6	7(i)(d)	Plumber's and Gasfitter's Licence	0.91 per hour
7	7(i)(e)	Plumber's and Drainer's Licence	0.91 per hour
8	7(i)(f)	Gasfitter's and Drainer's Licence	0.91 per hour
9	7(i)(g)	Plumber's, Gasfitter's and Drainer's Licence	1.25 per hour
10	7(ii)	Licensed Drainer	0.58 per hour
11	7(iii)(a)	Lead Burner	0.59 per hour
12	7(iii)(b)	Lead Burner in Chemical Works	0.81 per hour
13	7(iii)(c)(1)	Oxyacetylene or Electric Welding Certificate Minimum Payment	0.42 per hour 2.95 per day
14	7(iii)(c)(2)	Certificate Holder performing welding to AS4041 - 1998 Minimum	0.61 per hour 4.68 per day
15	7(iii)(d)	Computing quantities or make-up estimates	0.45 per hour
16	8(i)	Tool Allowance Apprentices	20.30 per week
17	9	Leading Hands - In charge of up to two employees In charge of three to five employees In charge of six to ten employees In charge of ten or more employees	0.61 per hour 0.73 per hour 0.95 per hour 1.20 per hour
18	10	Employed on any chokage or oil chokage etc.	5.05 per day
19	11(i)	Wet Work	0.45 per hour
20	11(ii)	Insulation Material	0.55 per hour
21	11(iii)	Cold Work	0.45 per hour
22	11(iv)	Work on WC's, urinals, soil or waste pipes where used principally by venereal patients	0.55 per hour
23	11(v)	Hot Work - Between 46 and 54 degrees Celsius Exceeding 54 degrees Celsius	0.43 per hour 0.55 per hour
24	11(vi)	Work with second-hand materials of an unusually dirty or offensive nature	0.45 per day
25	11(vii)	Employed inside buildings where chlorine gas and/or hydrogen sulphide gas re-manufactured	0.56 per day
26	11(viii)	Engaged on electric welding applicable to plumbing	0.12 per hour
27	11(ix)	Operator of explosive powered tools	1.06 per day
28	11(x)(a)	Work in maximum security	1.13 per hour
29	11(x)(b)	Work in geriatric hospital	0.31 per hour
30	11(xi)	Roof Repairs Minimum Payment	0.63 per hour 0.63
31	11(xiii)	Employed in mental institutions	0.38 per hour

32	11(xiv)	Engaged in tunnel and sewer work and in underground shafts exceeding 3 metres in depth	0.46 per hour
33	11(xv)	Engaged on alterations or repairs to boilers, flues, furnaces, retorts and kilns	1.19 per hour
34	11(xvi)	Engaged on the construction of chimneys and air shafts where construction exceeded 15 metres in height Additional amount for work above each further 15 metres	0.45 per hour 0.45 per hour
35	11(xvii)	Employees required to work in a bosun's chair or on a swinging scaffold - First 4 hours For each hour thereafter	3.23 0.67 per hour
36	11(xviii)	Work on any structure at a height of more than 12.2 metres	0.45 per hour
37	11(xix)	Employees in sanitary works	4.95 per day
38	11(xx)	Employees in slaughtering yards	0.30 per hour
39	11(xxii)(a)	Employees working west and north of and excluding State highway No. 17 etc, up to the Western Division	0.73 per day
40	11(xxii)(b)	Employees working in the Western Division	1.19 per day
41	11(xxii)(c)	Employees working in the southern districts	1.19 per day
42	11(xxiii)	Engaged in cramped position or without sufficient ventilation	0.55 per hour
43	11(xxiv)	Employees required to use materials containing asbestos or to work near asbestos	0.55 per hour
44	11(xxv)	Towers Allowance - Exceeding 15 metres - for all work above 15 metres For work above each further 15 metres	0.45 per hour 0.45 per hour
45	11(xxvi)(c)	Toxic Substances - Employees using	0.55 per hour
		Employee working in close proximity	0.45 per hour
46	11(xxx)(d)	Engaged in asbestos eradication	1.49 per hour
47	12(i)	Employees working in ballast tanks, oil tanks and side tanks	0.55 per hour
48	12(ii)	Employees working in ship's bilges or under engine room or boiler room flooring	0.41 per hour
49	12(iii)	Employees working in and around diesel engines	0.41 per hour
50	12(iv)	Employees working in a confined space	0.58 per hour
51	12(v)(1)	Employees working inside a hull	0.70 per hour
52	12(v)(2)	Employees working in torpedo compartments, ballast tanks, oil tanks, below floor plates	1.26 per hour
53	12(vi)	Plumber in pipe laundry	0.90 per hour
54	13(iii)	Multi-story Allowance - from commencement to 15th floor from 16th to 30th floor from 31st to 45th floor from 46th to 60th floor from 61st floor onwards	0.36 per hour 0.43 per hour 0.67 per hour 0.85 per hour 1.07 per hour
73	43(ii)	First Aid Allowance	1.90

4. This variation shall take effect from the first pay period to commence on or after 16 August 2002.

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(539)

SERIAL C1474

PLUMBERS AND GASFITTERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The New South Wales Plumbers and Gasfitters Employees' Union, industrial organisation of employees.

(No. IRC 1021 of 2002)

Before Commissioner Patterson

4 April 2002

VARIATION

1. Delete Items 1, 2, 16, 55 to 72 and 74 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates of the award published 25 February 2000 (313 I.G. 709), as varied, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	6(2)(a)(i),(ii), (iii) 6(2)(b)	Journeyman Plumber (Other than Ship's Plumber) - Industry Allowance Tool Allowance Supplementary Payment Special Allowance Registration Allowance Amount deducted from hourly rate of journeyman plumber for Drainer	19.05 per week 20.30 per week 52.10 per week 7.70 per week 0.50 per hour 0.05 per hour
2	6(2)I(i),(ii), (iii),(iv) 6(2)(d)(iii)(a)	Ship's Plumber - Industry Allowance Tool Allowance Supplementary Payment Special Allowance Registration Allowance Ships Plumbers Apprentice	10.00 per week 20.30 per week 52.10 per week 7.70 per week 0.50 per hour 4.20 per week
16	8(i)	Tool Allowance Apprentices	20.30 per week
55	14(1)(a),(c)	Fares Allowance	12.60 a day
56	14(I)(h)	Km Allowance	0.69
57	14(1)(j)(b)(ii)	Km Allowance	0.37
58	15(i)	Travelling Allowance (within the counties of Cumberland, Northumberland or Camden) - Apprentices - 1st year 2nd year	 11.80 per day 12.25 per day

		3rd year 4th year	12.30 per day 12.50 per day
59	15(ii)	Travelling Allowance (in the cities of Penrith, Newcastle or Campbelltown) - Apprentices - 1st year 2nd year 3rd year 4th year	11.80 per day 12.25 per day 12.30 per day 12.50 per day
60	16(ii)(b)	Living Away Allowance	303.10 per week 43.40 per day
61	16(iii)(a)(iii)	Travel Meal Allowance	8.60
62	16(iii)(b)	Travel Allowance - Return Journey	15.30
63	16(v)(a)	Travel Allowance - Weekend Return	25.70
64	16(vi)(b)	Camping Allowance	130.35 per week 19.10 per day
65	17(iii)	Travel Allowance - Apprentices	15.30
66	17(iv)	Living Away Allowance - Apprentices	303.10 per week
67	18(iii)(vi)(a)	Return Home Allowance	25.70
68	18(vi)(b)	Living Away Allowance	303.10 per week
69	19(i)(ii)(b)	Living Away Allowance - Apprentices	303.10 per week
70	19(ii)(a)	Return Home Allowance	25.70
71	20(ii),(vii)(c)	Meal Money	8.60
72	21(v)	Meal Money	8.60
74	47(b)(i)	Tool Reimbursement	1,182.00

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

R. J. PATTERSON, Commissioner.

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(517)

SERIAL C1398**OCCUPATIONAL HEALTH NURSES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 3234 of 2002)

Before Commissioner McLeay

12 July 2002

VARIATION

1. Delete subclause (ii) of clause 6, Salaries, of the award published 1 December 2000 (320 I.G. 836) as varied, and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be 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**

	Former Wage Rate \$	SWC May 2002 Adjustment \$	Total Rate \$
Assistant in Nursing			
1st year of service	436.20	18.00	454.20
2nd year of service	447.30	18.00	465.30
3rd year of service	458.50	18.00	476.50
Thereafter	470.00	18.00	488.00
Enrolled Nurse			
1st year of service	478.00	18.00	496.00
2nd year of service	492.00	18.00	510.00
3rd year of service	513.40	18.00	531.40
4th year of service	531.10	18.00	549.10
Thereafter	543.40	18.00	561.40

Occupational Health Nurse Under Supervision			
1st year of service	709.40	18.00	727.40
2nd year of service	741.50	18.00	759.50
Relieving Nurse	741.50	18.00	759.50
UGI Qualification	766.30	18.00	784.30

Sole Occupational Health Nurse	766.30	18.00	784.30
Senior Occupational Health Nurse	840.50	18.00	858.50
Senior Occupational Health Nurse in Charge	880.90	18.00	898.90
Principal Occupational Health Nurse	942.50	18.00	960.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(v)	Meal Allowance	8.35 per meal
2	8(i)	Close Call	5.65 per day
3	8(ii)	Own vehicle Allowance Under 1600cc Over 1600cc	51.98 cents per km 70.48 cents per km
4	26(i)	Uniform Allowance	510.81 per annum or 9.83 per week
5	26(ii)	Laundry Allowance	5.74 per week
6	26(iii)	Stocking Allowance	3.59 per week

3. This variation shall take effect from the beginning of the first pay period to commence on or after 12 July 2002.

J. McLEAY, Commissioner.

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(510)

SERIAL C1400**NURSES, &c., OTHER THAN IN HOSPITALS, &c (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 3235 of 2002)

Before Commissioner McLeay

12 July 2002

VARIATION

1. Delete subclause (iii) of clause 4, Salaries, of the award published 12 January 2001 (321 I.G. 527), as varied, and insert in lieu thereof the following:
 - (iii) 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**

	Former Wage Rate \$	SWC May 2002 Adjustment \$	Total Rate \$
Assistant in Nursing			
1st year	436.20	18.00	454.20
2nd year	447.30	18.00	465.30
3rd year	458.50	18.00	476.50
4th year	470.00	18.00	488.00
Enrolled Nurse			
1st year	478.00	18.00	496.00
2nd year	492.00	18.00	510.00
3rd year	513.40	18.00	531.40
4th year	531.10	18.00	549.10
Thereafter	543.40	18.00	561.40
Registered Nurse			

1st year	557.70	18.00	575.70
2nd year	572.40	18.00	590.40
3rd year	598.90	18.00	616.90
4th year	625.20	18.00	643.20

5th year	653.40	18.00	671.40
6th year	681.40	18.00	699.40
7th year	709.40	18.00	727.40
8th year	741.50	18.00	759.50
UG1	766.30	18.00	784.30
Supervisory Nurse	779.90	18.00	797.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(iv)	Meal	6.58 per meal
2	6(i)	On Call During Meal	5.18 per day
3	6(ii)	On Call	12.33 per shift
4	17(i)	Uniform	6.03 per week
5	17(i)	Stockings	2.98 per week
6	17(ii)	Laundry	4.61 per week
7	18(i)	Vehicle Allowance Standing Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 litres Vehicle Allowance Running Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 litres	132.98 per week 146.39 per week 150.45 per week 25.22 cents per km 28.19 cents per km 29.18 cents per km
8	18(iii)(a)	Vehicle Allowance Casual Usage	56.32 cents per km

3. This variation shall take effect from the beginning of the first pay period to commence on or after 12 July 2002.

J. McLEAY, Commissioner.

(626)

SERIAL C1455

STOREMEN AND PACKERS, WHOLESALE DRUGSTORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5077 of 2001)

Before Commissioner Patterson

28 August 2001

VARIATION

1. Delete subclause (d) of clause 5, Arbitrated Safety Net Adjustments, of the award published 23 April 1999 (309 I.G. 13), as varied, and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2001. These adjustments may be offset against:
 - (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Schedule A - Minimum Award Wage Rates, and insert in lieu thereof the following:

SCHEDULE A

Minimum Award Wage Rates

Classification	Former Award Rate 6 October 2000 \$	SWC 2001 \$	Minimum Award Wage Rates Per Week 6 October 2001 \$
Storemen and Packer - Level 1	439.70	13.00	452.70
Storemen and Packer - Level 2	454.70	13.00	467.70
Storemen and Packer - Level 3	460.50	13.00	473.50
Storemen and Packer - Level 4	479.30	13.00	492.30
Storemen and Packer - Level 5	492.20	15.00	507.20

3. Delete Schedule B, Allowances and Special Rates, and insert in lieu thereof the following:

SCHEDULE B**Allowances and Special Rates**

Item No.	Subject	Amount \$
1	In charge of 1 - 5 employees	19.28 per week
2	In charge of 6 - 10 employees	22.98 per week
3	In charge of more than 10 employees	27.85 per week
4	Hazardous stores work	1.17 per day
5	Forklift allowance	56 cents per hour
6	Mobile crane allowance	69 cents per hour
7	Morning/afternoon shift allowance	10.14 per shift
8	Night shift allowance	13.57 per shift
9	Travel allowance	59 cents per km
10	Meal allowance	8.80 per meal
11	First aid attendant	2.20 per day

3. This variation shall take effect from the first pay period to commence on or after 6 October 2001.

R. J. PATTERSON, Commissioner.

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(912)

SERIAL C1471

STOREMEN AND PACKERS, GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5075 of 2001)

Before Commissioner Patterson

28 August 2001

VARIATION

1. Delete subclause (b) of clause 10A, Arbitrated Safety Net Adjustments, of the award published 18 August 2000 (317 I.G.1097), as varied, and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Minimum Award Wage Rates

Classification	Former Award Rates (Per Week) 6 October 2000 \$	Minimum Award Wage Rates (Per Week) 6 October 2001 \$
Storeman and Packer Level 1	439.70	452.70
Storeman and Packer Level 2	454.70	467.70
Storeman and Packer Level 3	460.50	473.50
Storeman and Packer Level 4	479.30	492.30
Storeman and Packer Level 5	492.20	507.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	Amount \$
1	10(iii)	In charge of:	
2		1 to 5 employees	14.50 per week
3		6 to 10 employees	21.90 per week
4		11-15 employees	29.90 per week
5		Over 15 employees	37.55 per week
5	10(v)	Single employee	11.60 per week
6	10(vi)(a)	Operates fork lift	0.57 per hour

7	10(vi)(b)	Operates mobile crane	0.71 per hour
8		Not to exceed	0.71 per hour
9	10(vii)	In iron yards, etc., handling various materials	4.90 per week
10	10(viii)	Packing crockery, etc.	11.06 additional
11	10(ix)	Blending of honey	12.02 additional
12	10(x)	Reclaiming waste butter	12.02 additional
13	10(xi)	Carrying bagged stuff, etc	
		exceeding 68.04 kg	0.37 per hour
14		exceeding 81.65 kg	0.42 per hour
15	18	Overtime - more than 1 hour	8.80 per meal
16		Notified and not called upon	8.80
17	19(i)	Dirty work	0.38 per hour extra
18	19(ii)	Hot places -	
		between 46 and 54.4° Celsius	0.38 per hour extra
19		exceeds 54.4° Celsius	0.49 per hour extra
20	19(iii)	Wet places	0.38 per hour extra
21	20(i)(a)(b)	Obnoxious materials	0.69 per hour extra
		Other obnoxious materials	0.58 per hour extra
22	21(iii)	Use of own vehicle	0.59 per km
23	22	First-aid	1.80 per day

3. This variation shall take effect from the first pay period commencing on or after 6 October 2001.

R. J. PATTERSON, Commissioner.

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(131)

SERIAL C1409

CLERICAL EMPLOYEES IN RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3429 of 2002)

Before The Honourable Justice Glynn

9 July 2002

VARIATION

1. Delete subclause (vi) of Clause 10, Classification Structure and Wages, of the award published 5 June 1998 and the reviewed award published 11 August 2000 (317 I.G. 778), as varied, and insert in lieu thereof:
 - (vi) 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 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 (i) Adults, of Table 1 - Wages, of Part B Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

The following minimum rates of wages shall take effect from 28 July 2002.

(i) Adults -

Grade	Weekly Rate Pre SWC 2002 \$	SWC 2002 \$	Weekly Rate \$
1	452.60	18.00	470.60
2	471.80	18.00	489.80
3	507.20	18.00	525.20

3. Delete Table 2 - Other Rates and Allowances, from Part B Monetary Rates and insert in lieu thereof.

Item No.	Clause No.	Brief Description	Amount \$
1	4(iii)(b)	Overtime/Meal Money	
		excess of 1 hour	9.35
		exceeds of 5 hours	9.35
2	9(iii)	Casual Employees' Loadings for Certain Ordinary Hours	
		(a) For engagements up to an including four hours (any length of engagements for Special and Confection Shops)	
		Adult males and adult females	5.30
		Employees under 21 years of age	3.50

		(b) For engagements exceeding four hours (general shops only) Adult males and adult females Employees under 21 years of age	10.75 5.95
3	10(iv)	First-aid attendant	1.41 per day
4	10(v)	Extra language spoken	7.10 per week
5	19	Meal Allowance Meal Allowance/Sunday beyond 1pm Meal allowance/Late trading night	9.35 9.35
6	35(ii)	Vehicle allowances Bicycle Motorcycle Motor car up to 2,000 cc Motor car 2,000 cc and over	9.60 per week 28.70 per week 99.90 per week 119.10 per week
7	35(ii)	Occasional Use of Own Car for Business up to 2,000 cc 2000 cc and over	0.46 per km 0.50 per km
8	35(iii)	Laundry allowance Part time and casual Maximum payment Articles made of nylon or similar material Part-time and casual Maximum payment	7.90 per week 2.65 per shift 7.90 per week 4.76 per week 1.56 per shift 4.76 per week

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

L. C. GLYNN J.

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WAREHOUSE EMPLOYEES' - GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by Shop, Distributive and Allied Employees' Association, New South Wales, and another industrial organisations of employees.

(Nos. IRC 3178 and 3179 of 2002)

Before The Honourable Justice Glynn

17 June 2002

VARIATION

1. Delete subclause (iv) of clause 4, State Wage Case Adjustments, of the award published 23 November 2001 (329 I.G. 860), as varied, and insert in lieu thereof the following:
 - (iv) 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 (i) Adult Employees, of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

(i) Adult Employees -

Group No.	Classification	June 1999 SWC Per week \$	May 2000 SWC Per week \$	May 2001 SWC Per week \$	May 2002 SWC Per week \$	Total rate Per week \$
1	Checker	12.00	15.00	13.00	18.00	455.70
2	Assembler	12.00	15.00	13.00	18.00	455.70
3	Replenisher/Stockhand	12.00	15.00	13.00	18.00	455.70
4	Sorter	12.00	15.00	13.00	18.00	455.70
5	Wrapper/Tier	12.00	15.00	13.00	18.00	455.70
6	Indoor Salesperson	12.00	15.00	13.00	18.00	455.70
7	Department Manager - in charge of:					
	(i) from 1 to 4 Assistants	12.00	15.00	13.00	18.00	470.30
	(ii) from 5 to 12 Assistants	12.00	15.00	13.00	18.00	478.70
	(iii) from 13 to 25 Assistants	12.00	15.00	13.00	18.00	487.60
	(iv) over 25 assistants	12.00	15.00	13.00	18.00	492.30

Includes three \$8.00 Arbitrated Safety Net Adjustments, the August 1997 SWC and 1998 SWC.

3. Delete Items 1, 2 and 4 of Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	4(v)	Allowance for Section Head	8.20 per week
2	4(vi)	Qualified Parts Salesman	14.40 per week
4	23(ii)	First-aid	1.84 per day

4. This variation shall take effect from the first full pay period to commence on or after 12 July 2002.

L. C. GLYNN *J.*

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INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by Shop, Distributive and Allied Employees' Association, New South Wales, and another, industrial organisations of employees.

(Nos. IRC 3176 and 3177 of 2002)

Before The Honourable Justice Glynn

17 June 2002

VARIATION

1. Delete subclause (d) of clause 12, Wages, of the award published 25 May 2001 (324 I.G. 1181), as varied, and insert in lieu thereof the following:

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

(i) any equivalent over award payments, and/or

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

2. Delete (i) Adult Employees of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

(i) Adult Employees -

Classification	SWC 1999 \$	SWC 2000 \$	SWC May 2001 \$	SWC May 2002 \$	Total rate per week \$
Checker (first 3 months)	12.00	15.00	13.00	18.00	470.65
Assembler (first 3 months)	12.00	15.00	13.00	18.00	470.65
Checker	12.00	15.00	13.00	18.00	491.50
Assembler	12.00	15.00	13.00	18.00	491.50
Indoor Salesperson	12.00	15.00	13.00	18.00	489.80
Section Leader	12.00	15.00	13.00	18.00	510.30
Buyer	12.00	15.00	13.00	18.00	510.30
Buyer in charge	12.00	15.00	15.00	18.00	525.20
Department Manager - Second in Charge	12.00	15.00	15.00	18.00	525.20
Department Manager	12.00	15.00	15.00	18.00	566.95

This table represents the total rate for each classification after the minimum rates adjustment process is completed.

3. Delete Items 1, 2, 4 and 5 of Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
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1	9(e)(i)	Morning or Afternoon Shift Allowance	13.18 per shift
2	9(e)(ii)	Night Shift Allowance	17.80 per shift
4	35(f)	First-aid	1.98 per shift
5	35(g)	Dirty Work, etc.	0.40 per hour

4. This variation shall take effect from the first full pay period to commence on or after 6 July 2002.

L. C. GLYNN *J.*

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(285)

SERIAL C1382

DRUG FACTORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, and another, industrial organisations of employees.

(No. IRC 3183 and 3184 of 2002)

Before The Honourable Justice Glynn

21 June 2002

VARIATION

1. Delete subclause (a) of clause 4, Arbitrated Safety Net Adjustment, of the award published 26 August 1981, reprinted 16 May 1984, further reprinted 8 November 1991 and the reviewed award published 1 June 2001 (325 I.G. 1) as varied, and insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

Item No	Classification	Base Rate (Includes June 1999) SWC \$	May 2000 SWC Per Week \$	May 2001 SWC Per Week \$	May 2002 SWC Per Week \$	Total Rate Per Week \$
DIVISION I -						
1	Chief Chemist	535.05	15.00	15.00	18.00	583.05
2	Research Chemist	496.15	15.00	15.00	18.00	544.15
3	Analytical and/or process Chemist	468.20	15.00	13.00	18.00	514.20
4	Trainee Chemist - First year of adult service	417.30	15.00	13.00	18.00	463.30
	Second year of adult service	433.70	15.00	13.00	18.00	479.70
	Third year of adult service	450.20	15.00	13.00	18.00	496.20
5	Laboratory Assistant	425.30	15.00	13.00	18.00	471.30
DIVISION II -						
6	Pill Making	429.30	15.00	13.00	18.00	475.30
7	Pill and Tablet Making	429.30	15.00	13.00	18.00	475.30
8	Manufacturing complex Pharmaceuticals involving a chemical change	429.30	15.00	13.00	18.00	475.30
9	Granulating (hand, Machine and/or hot table)	429.30	15.00	13.00	18.00	475.30
DIVISION III -						
10	Tablet Compressing	423.20	15.00	13.00	18.00	469.20
11	Hydrogen Peroxide	423.20	15.00	13.00	18.00	469.20
12	Spirit recovery still operator	423.20	15.00	13.00	18.00	469.20
13	Spiritous percolating	423.20	15.00	13.00	18.00	469.20
14	Nail Lacquer	423.20	15.00	13.00	18.00	469.20
15	Manufacturing empty hard Gelatine capsules	423.20	15.00	13.00	18.00	469.20

16	Machine attendant	423.20	15.00	13.00	18.00	469.20
DIVISION IV						
17	Fluid Magnesia	418.70	15.00	13.00	18.00	464.70
18	Emulsions (cod liver oil and paraffin types)	418.70	15.00	13.00	18.00	464.70
19	Toothpaste	418.70	15.00	13.00	18.00	464.70
20	Ointments	418.70	15.00	13.00	18.00	464.70
21	Cosmetics for males and Females	418.70	15.00	13.00	18.00	464.70
22	Perfumes	418.70	15.00	13.00	18.00	464.70
23	Creams	418.70	15.00	13.00	18.00	464.70
24	Lotions and repellents	418.70	15.00	13.00	18.00	464.70
25	Hair Sprays	418.70	15.00	13.00	18.00	464.70
26	Hair oils and hair tints	418.70	15.00	13.00	18.00	464.70
27	Manufacturing pharmaceuticals not Otherwise provided for	418.70	15.00	13.00	18.00	464.70
28	Bottle Checker and sorter	418.70	15.00	13.00	18.00	464.70
29	Filling raw materials, partly processed materials &/or finished products into bulk receptacles for subsequent processing	418.70	15.00	13.00	18.00	464.70
30	Manufacture for any of the above items for aerosol packs	418.70	15.00	13.00	18.00	464.70
DIVISION V -						
31	Laboratory Attendant	409.50	15.00	13.00	18.00	455.50
32	Household chemicals, cleaners and detergents	409.50	15.00	13.00	18.00	455.50
33	Bottle washer (by hand or machine)	409.50	15.00	13.00	18.00	455.50
34	Quality Inspector	409.50	15.00	13.00	18.00	455.50
35	APC and Seiditz powder machine operator	409.50	15.00	13.00	18.00	455.50
36	Filling and finishing retail packs up to transfer point from factory end of line packaging departments to warehouse and dispatch departments	409.50	15.00	13.00	18.00	455.50
37	Cutting, filling or sealing Ampoules	409.50	15.00	13.00	18.00	455.50
38	All other employees not otherwise provided for	409.50	15.00	13.00	18.00	455.50

3. Delete Items 1, 2, 3, 4, 5, 6, 8 and 9 of Table 2 - Other Rates and Allowances, of the said Part B and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	3(d)(i)	Junior trainee lab assistants who undertake an appropriate certificate course	1.50 per week
2	3(d)(ii)	Senior hands	4.30 per week
3	3(d)(iii)	Charge Hands' Allowances:	

		In charge of 1 to 5 employees	16.70 per week
		In charge of 6 to 10 employees	20.00 per week
		In charge of more than 10 employees	24.00 per week
4	3(d)(iv)	Employees appointed as checkers	3.60 per week
5	15(e)(i)	Engaged on morning or afternoon shifts	13.22 per shift
6	15(e)(ii)	Engaged on night shifts	17.80 per shift
8	28(f)	Required to perform work of an unusually dirty, dusty and/or offensive nature or temperatures of abnormal heat/cold	0.40 per hour
9	28(q)	Appointed as a first-aid attendant	2.40 per day or shift

4. Delete Part C - Industry/Skill Level Rates, and insert in lieu thereof the following:

PART C

INDUSTRY/SKILL LEVEL RATES

Table 1 - Industry/Skill Level A

Where the accredited training course and work performed are for the purposes of generating skills which have been defined for work at industry/skill level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	200.00	219.00	266.00
Plus 1 year out of school	219.00	266.00	309.00
Plus 2 years	266.00	309.00	359.00
Plus 3 years	309.00	359.00	410.00
Plus 4 years	359.00	410.00	
Plus 5 years	410.00		

Table 2 - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	200.00	219.00	256.00
Plus 1 year out of school	219.00	256.00	294.00
Plus 2 years	256.00	294.00	345.00
Plus 3 years	294.00	345.00	392.00
Plus 4 years	345.00	392.00	
Plus 5 years	392.00		

Table 3 - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level C.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	200.00	219.00	248.00
Plus 1 year out of school	219.00	248.00	278.00

Plus 2 years	248.00	278.00	311.00
Plus 3 years	278.00	311.00	347.00
Plus 4 years	311.00	347.00	
Plus 5 years	347.00		

4. This variation shall take effect from the first full pay period to commence on or after 6 July 2002.

L. C. GLYNN *J.*

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(576)

SERIAL C1380

RESTAURANT, &c., EMPLOYEES' RETAIL SHOPS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees, and another.

(Nos. IRC 3186 and 3187 of 2002)

Before The Honourable Justice Glynn

17 June 2002

VARIATION

1. Delete clause 35, Wages of the award published 6 October 1982, reprinted 11 October 1991, and the reviewed award published 31 August 2001 (327 I.G. 368), as varied, and insert in lieu thereof the following:

35. Wages

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

- (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Wages, of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Wages

Adult Basic Wage: \$121.40 Per Week.

Classification	Former Rate Per Week \$	SWC 2002 \$	Total Wage Per week \$
Weekly Employees - Cafeteria (where food or refreshments for consumption on premises are self-served by customers)			
Head Cook	461.20	18.00	479.20
Other Cooks	454.80	18.00	472.80
Cashier	446.10	18.00	464.10
Cafeteria Attendants	444.80	18.00	462.80
General Hands	444.80	18.00	462.80
Restaurants - Where five or more cooks are usually employed			
Chef	486.60	18.00	504.60
Second Cook	469.70	18.00	487.70
Grill, stove or relief cook	463.30	18.00	481.30
Sweets Cook	461.20	18.00	479.20
Assistant or vegetable cook	455.90	18.00	473.90

Where four cooks are usually employed			
Chef	474.40	18.00	492.40
Second Cook	466.70	18.00	484.70
Grill, stove, relief or sweets cook	461.50	18.00	479.50
Assistant or vegetable cook	455.90	18.00	473.90
Where three cooks are usually employed			
Chef	467.10	18.00	485.10
Second Cook	458.80	18.00	476.80
Other Cook	454.80	18.00	472.80
Where two cooks are usually employed			
Chef	461.10	18.00	479.10

Other cook	454.80	18.00	472.80
Where one cook is usually employed	460.50	18.00	478.50
General Employees - Supervisor	458.30	18.00	476.30
Storeman	446.20	18.00	464.20
Bar Attendant	446.10	18.00	464.10
Cashier	446.10	18.00	464.10
Butcher or larder cook	463.30	18.00	481.30
Waiter/Waitress	444.80	18.00	462.80
Line maid and seamstress	444.80	18.00	462.80
General Hand	444.80	18.00	462.80
Apprentices - Four year apprentice cooks			
1st year	160.90	3.5%	166.50
2nd year	188.20	3.5%	194.80
3rd year	234.50	3.5%	242.70
4th year	280.00	3.5%	289.80
Apprentices - three and one-half apprentice cooks			
1st year	160.90	3.5%	166.50
2nd year	216.30	3.5%	223.90
3rd year	262.30	3.5%	271.50
4th year	283.30	3.5%	293.20

3. Delete Item numbers 4, 5 and 6 of Table 2 - Other Rates and Allowances, of the said Part B and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
4	4(v)(c) (1)(A)	Proficiency - first occasion	1.78
5	4(v)(c) (1)(B)	Proficiency - second occasion	2.86
6	4(v)(c) (1)(C)	Proficiency - third occasion	3.65

4. This variation shall commence from the first full pay period on or after 21 July 2002.

L. C. GLYNN J.

(494)

SERIAL C1473

LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4350 of 2002)

Before Commissioner McKenna

8 August 2002

VARIATION

1. Delete Part B, Monetary Rates, of the award published 4 August 2000 (317 I.G. 519), as varied, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wage Rates

	Rate of Pay per week \$	SWC 2002 Safety Net Adjustment \$	Total Rate of Pay \$
Technical/Trades Band Level 1	535.90	18.00	553.90
Technical/Trades Band Level 2	600.50	18.00	618.50
Technical/Trades Band Level 3	703.00	18.00	721.00
Professional Band Level 1	600.50	18.00	618.50
Professional Band Level 2	703.00	18.00	721.00
Professional Band Level 3	803.50	18.00	821.50
Professional Band Level 4	957.30	18.00	975.30
Apprentice 1st Year	290.75	10.18	300.93
Apprentice 2nd Year	343.55	12.02	355.57
Apprentice 3rd Year	394.55	13.81	408.36
Apprentice 4th Year	444.25	15.55	459.80

NOTE:

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.

Table 2 - Other Rates and Allowances

	Amount \$
Clause 8 - Special Allowances	
(i) Wages	
(a) Dirty work, etc	22 cents per hour
(b) Wet places	27 cents per hour
(c) Confined spaces	27 cents per hour
(d) Working underground	22 cents per hour
(e) Working with raw sewerage	5.08 per day
Clause 9 - Tool Allowances	
(i) Electrical Tradesperson	21.00 per week
(iv)(b) Amount payable by employee for each claim for compensation of loss of tools	53.30
Clause 15 - On Call	

(iii) On call allowance	69.30
Clause 16 - Meal Time and Allowances	
(i) Meal allowance	7.90
(ii)(a) Meal allowance	7.90
(ii)(b) Meal allowance working 4 hours over time	6.00
Clause 25 - Travelling Allowance	
3-10 kms	3.40 per day
10-20 kms	5.90 per day
20-30 kms	8.20 per day
30-40 kms	10.80 per day
40-50 kms	13.40 per day
For each additional kilometre	0.26
Clause 28 - Driving of Motor Vehicles	Use of private vehicle (cents) per kilometre
(ii) (a) Under 2.5 litres	0.52
2.5 litres and over	0.60
(b) Minimum yearly allowance	6,787.60
Clause 29 - Industry Allowance	34.90 per week
Clause 32 - Miscellaneous	
(ii)(a) West of the line allowance	1.03 per day
(iii) First-aid allowance	2.03 per day

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

D. S. McKENNA, Commissioner.

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(782)

SERIAL C1407

**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 the Health Administration Corporation.

(No. IRC 3792 of 2002)

Before Commissioner McLeay

17 July 2002

VARIATION

1. Insert in alphabetical order in clause 1, Index, of the award published 21 June 2002 (334 I.G. 557) the following new clause number and subject matter:

6B. Salary Packaging

2. Insert after clause 6A, Salary Sacrifice to Superannuation, the following new clause:

6B. Salary Packaging

1. By agreement with their employer, employees may elect to package a portion (but no more than 50%) of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing shall not exceed 50% of salary.

(NOTE: So long as the Ambulance Service of NSW is not a Public Benevolent Institution as determined by the Australian Taxation Office, this clause does not apply to employees of the Ambulance Service of NSW.)

2. Where an employee elects to package a portion of salary:
 - (a) Subject to Australian taxation law, the packaged portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that packaged portion.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 6, Wages, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. The salary packaging scheme utilises the Public Benevolent Institution (PBI) taxation status, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed up, equal the fringe benefits exemption cap of \$17,000. Where the grossed up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost onto the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre tax dollars.
4. The parties agree that the application of the fringe benefits tax exemption cap and the PBI status of NSW Health Services are subject to prevailing Australian taxation laws.
5. If an Employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
6. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.

7. Employees accepting the offer to salary package do so voluntarily.

Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.

8. The employer and the employee shall comply with procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
3. This variation shall take effect on and from 17 July 2002.

J. McLEAY, Commissioner.

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