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INDUSTRIAL GAZETTE

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SERIAL C2123

STATE WORKING HOURS CASE 2003INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Summons to Show Cause - Commission on its own initiative pursuant to Part 3 of Chapter 2 of the *Industrial Relations Act 1996*.

(No. IRC 4314 of 2002)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Boland
The Honourable Justice Staunton
Commissioner Tabbaa

10 April 2003

ORDER

The Commission makes the following orders:

1. Pursuant to s. 50 and s. 52 of the *Industrial Relations Act 1996*, the Full Bench of the Industrial Relations Commission of New South Wales orders, for the purpose of awards and other matters under the Act, the adoption with modifications as contained in this decision, of the principles and provisions of the National decision of 23 July 2002.
2. Pursuant to order 1, the Commission orders that on application, those awards that specify ordinary time and provide for overtime shall be varied by the insertion of a provision in terms of, or to the effect of, the following clause:
 - 1.1 Subject to clause 1.2 an employer may require an employee to work reasonable overtime at overtime rates.
 - 1.2 An employer may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - 1.3 For the purposes of clause 1.2 what is unreasonable or otherwise will be determined having regard to:
 - 1.3.1 any risk to employee health and safety;
 - 1.3.2 the employee's personal circumstances including any family and carer responsibilities;
 - 1.3.3 the needs of the workplace or enterprise;
 - 1.3.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - 1.3.5 any other relevant matter.
3. These orders shall operate on and from 10 April 2003 until further order of the Commission.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
P. J. STAUNTON *J.*
I. TABBAA, Commissioner.

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ENTERPRISE AWARD 2003-2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4247 of 2003)

Before Mr Deputy President Grayson

8 August 2003

AWARD**1. Title**

This award shall be known as The Integrated Steel Mill Services Pty Limited Enterprise Award 2003-2006.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties to the Award
4.	Memorandum of Understanding
5.	No Extra Claims
6.	Wages
7.	Bonus System
8.	Contract of Employment
9.	Hours of Work
10.	Overtime/Public Holidays Entitlements
11.	Sick Leave
12.	Personal/Carer's Leave
13.	Compassionate Leave
14.	Annual Leave
15.	Annual Leave Loading
16.	Long Service Leave
17.	Public Holidays
18.	Superannuation
19.	Work Appraisal
20.	Disciplinary Procedure
21.	Dispute Settlement Procedures
22.	Notification of Stoppages
23.	Essential Services Dispensation
24.	Termination of Employment
25.	Retrenchment
26.	Termination of Contracts
27.	Work Clothing
28.	Site Representative
29.	Quality Assurance
30.	Training
31.	Non-Smoking Areas
32.	Anti-Discrimination
33.	New Award
34.	Area, Incidence and Duration
	Appendix A - Bonus Matrix
	Appendix B - Continuous Income Payment

3. Parties to the Award

This award is binding upon the following (the parties):

- (a) Integrated Steel Mill Services Pty Limited trading as Steelstone - Sydney Pty Limited (the company); and
- (b) The Australian Workers' Union (the AWU) and its members employed by the company.

4. Memorandum of Understanding

The purpose of this award is to demonstrate from the outset the company's:

Commitment to ensuring the success of the business enterprise

Commitment to the people who make up the business enterprise and the AWU

Commitment to the business relationship with the OneSteel Limited Sydney Steel Mill and its impact on the community and the environment

The objective of this award is to:

- (a) Define the terms and conditions under which all parties are to work and operate.
- (b) Clarify and ensure that all the parties involved have a clear understanding of the terms and conditions from the outset.
- (c) Gain the commitment, agreement and signed approval to the terms and conditions as per the operating award.
- (d) Provide employment for the duration of the contracts between OneSteel Limited and Integrated Steel Mill Services Pty Limited, trading as Steelstone - Sydney Pty Limited.

The parties to this award recognise that Steelstone - Sydney Pty Limited is a "Greenfield Site" and shall work as a multi-skilled operation.

The company will implement measures which will:

Improve efficiency

Provide employees with more varied, more fulfilling and better paid jobs

The company may implement changes to work practices, procedures and systems as a result of technological developments or innovative ideas that will improve efficiency, productivity, profitability and safety. In such circumstances, the company shall discuss with and keep employees informed of proposed changes.

The company is committed to training employees to safely and responsibly implement changes to work practices, procedures and changes that have been approved, selected and adopted by the company.

The company reserves the right to design and redesign the structure and the functions of the jobs in consultation with its employees as the needs of the company change.

Employees will be paid for the skills relevant to the job that they possess, or acquire through training.

Notwithstanding the skills an employee possesses, the company reserves the right to determine how to deploy its employees to perform tasks allocated by the company.

Multi-skilling

Employees should be trained to be multi-skilled in a range of tasks and to flexibly change jobs - not only to meet the requirements of the company, but also to provide more satisfying and meaningful jobs to its

employees. Multi-skilling shall be a condition of employment. However, some employees will have designated jobs at the discretion of the company.

Ease of Rotation of Operators

In the interests of multi-skilling, rotation of all operators within the hot area will take place. The period of rotation will be between 6 and 12 months and determined through consultation. Where an employee transfers from a 12-hour shift to an 8-hour shift, superannuation benefits would be unaffected whilst in rotation.

5. No Extra Claims

No party shall pursue any claims, award or over-award, for the duration of this award.

6. Wages

6.1 Rates of Pay

Employees are currently paid one of the following rates.

Classification	Rate per Hour
Operator Level 1	\$18.58741
Operator Level 2	\$19.87520
Operator Level 3	\$20.79275

- (a) These rates will be increased by an additional 4% from the first pay period commencing on or after 1 January 2003; and
- (b) a further 2% increase in rates shall apply from the first pay period commencing on or after 1 January 2004; and
- (c) a further 2% increase in rates shall apply from the first pay period commencing on or after 1 July 2004; and
- (d) a further 2% increase in rates shall apply from the first pay period commencing on or after 1 January 2005; and
- (e) a further 2% increase in rates shall apply from the first pay period commencing on or after 1 July 2005.

	Current Base	01/01/03 4%	01/01/04 2%	01/07/04 2%	01/01/05 2%	01/07/05 2%
Level 1	18.58741	19.33091	19.71752	20.11188	20.51411	20.92439
Level 2	19.87520	20.67021	21.08361	21.50528	21.93539	22.37410
Level 3	20.79275	21.62446	22.05695	22.49809	22.94805	23.40701
Level 4		22.62446	23.07695	23.53849	24.00926	24.48944

6.2 Categories Definitions

Operator Level 1

An operator performing multi-skilled operations including but not limited to:

General hand, landscaping, operator in training for bobcat work, metal cutting. Cold area loading and excavating and skip lugger operations.

Minimum of 12 months' service at this level. This includes the period of time employed as a casual.

Operator Level 2

An operator performing multi-skilled operations but not limited to:

Competent in all Level 1 operations, BBHD encapsulation, operator in training for hot area operations.

To qualify for the Level 2 rate, an operator must hold a minimum of 3 NSW WorkCover tickets/permits from the list contained in subclause 6.3 of this clause.

Complete a minimum of 24 months' service at this level to be eligible for Level 3.

Operator Level 3

An operator performing multi-skilled operations but not limited to:

Competent in all Levels 1 and 2 operations, hot area duties.

To qualify for the Level 3 rate, an operator must hold a minimum of 4 WorkCover tickets/permits from the list contained in subclause 6.3 of this clause.

The Level 3 rate will also apply to a qualified plant serviceman.

The Level 3 rate is paid at a level to include leading hand responsibility and a confined space allowance on the part of operators so paid.

Note:

Notwithstanding, management reserves the right to waive the timeframe where an employee meets the requirements of Levels 1, 2 or 3.

Operator Level 4

An operator performing multi-skilled operations but not limited to:

Competent in all Levels 2 and 3 operations, hot area duties.

Completed a minimum of 60 months' service at Level 3.

Trainer

At management's discretion, a position is available for a person to fill the role of trainer which would include the role as OH&S representative and trainer, and fulfilment of the quality role in regards to auditing, updating work instructions, procedures and risk assessments. This role would require a minimum of Level 3 Operator and would still operate machinery on a daily basis as required.

6.3 NSW WorkCover Tickets

Operators will be required to obtain WorkCover tickets for machinery used in the site. This machinery and ticketing requirements will change with the nature of the work. For the purposes of operator level qualifications, the following list specifies the most useful tickets at the date of this award. The list will be amended as required to reflect changes in machinery and work.

Such changes will be notified to the employees' representative and posted on the company notice board. An operator will not suffer a reduction in the level of pay as a result of a change to the list of WorkCover tickets.

Ticket Description	Number
Excavator	16
Loader	18
Any Forklift Truck	19
Multi Purpose Crane	25
Dogman	Class 2
Truck Licence	3b

6.4 Allowance for Rain and Dust

An hourly allowance for working in the rain, heat and/or dust of \$0.35 per hour is included in the hourly rate and payable for all purposes of the award.

6.5 Payment of Wages

All employees will be paid fortnightly by means of electronic transfer into a bank account nominated by the employee.

7. Bonus System

Employees may earn up to an additional 6% of wages to be paid twice yearly in June and December each year in accordance with the following schedule:

1.80% for absenteeism

2.40% for lost time injury

1.80% for equipment damage

and in accordance with the Bonus Scheme Matrix (Appendix 1).

The payment for the first 6 months of 2003 will be determined by calculating the bonus on the old and new scheme, with the payment being the greater amount for each individual.

8. Contract of Employment

8.1 Weekly Employment

Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be.

Where an employee has given or been given notice of termination, the employee shall continue in employment until the date of the expiration of such notice. Any employee who has given or been given such notice and, without reasonable cause (proof of which shall lie on him/her), absents himself/herself from work during such period shall be deemed to have abandoned his/her employment and shall not be entitled to payment for work done by him/her within that period. Provided that, where the company has given notice as stated, an employee, on request, shall be granted leave of absence pay for one day in order to look for alternative employment. Leave of absence so granted shall not constitute abandonment of employment for the purpose of this subclause.

This shall not affect the right of the company to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal.

8.2 Stand-down

This clause shall not affect the right of the company to deduct payment for any day the employee cannot be usefully employed because of any strike, or through any breakdown in machinery, or any stoppage of work by any cause for which the company cannot reasonably be held responsible.

8.3 Casual Labour

Casual employees will receive a 20% loading in addition to their normal rate. The 20% loading incorporates any payment which would otherwise be made for annual leave, sick leave and flexi-leave.

In the hiring of casual labour, management will consider the totality of the work involved when deciding whether weekly employees should be worked overtime or casuals engaged. Once management has decided, they will consult with the site delegate.

Employment status will be reviewed after 3 months with the intention of making the casual employee a permanent full-time employee.

If casual employment continues for a second 3-month period, status will be reviewed again at 6 months. If employment is to continue beyond this time, it will be on a permanent full-time basis. The parties agree to review casual loading during the life of the award.

8.4 Part-time Labour

Part-time employees shall be an employee who works a day/s or part of a day/s not less 3 days per week and whose ordinary hours shall not be less than 20 hours per week.

Part-time employees will be paid at an hourly rate equal to the ordinary rate for the category of work performed. Part-time employees shall be entitled to a proportionate amount of annual leave, sick leave and long service leave.

8.5 Fixed-term Employment

The company reserves the right to employ people for a fixed term to meet short-term production fluctuations. Employees will be consulted when such circumstances arise.

8.6 Contractors

When the company requires contractors to carry out work at the company's facilities to perform the tasks of existing employees, it will consult with employees before such contractors are engaged. At all other times contractors may be utilised as necessary.

8.7 Multi-skilling

- (a) The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award.
- (b) The company may direct an employee to carry out such duties and use tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- (c) Any direction issued by the company pursuant to paragraphs (a) and (b) of this subclause shall be consistent with the company's responsibilities to provide a safe working environment.

8.8 Letter of Appointment and Probationary Period

Prior to joining the company, each successful applicant will receive a letter of appointment setting out the conditions of employment and a job description outlining the multi-skilling of the job.

Once signed, the incumbent will be appointed subject to the completion of a probationary period of 3 months' continuous service. Notice will be determined on an hourly basis during such probationary period. A new letter of appointment is to be issued if the conditions of employment undergo significant variations.

8.9 Pre-employment Medical Examination

The parties to this award recognise and accept that a pre-employment medical examination by a doctor nominated by the company is a prerequisite to the employment process. Costs of this medical examination will be borne by the company.

The applicant must be prepared to answer questions about their medical and work history and authorise the examining doctor to report to the company details of any medical matter having a bearing on the applicant's suitability for the position.

8.10 Medical Examinations

The parties to this award agree that all employees are required to submit for an annual medical examination at the request of the company in the company time and at the company's expense.

9. Hours of Work

9.1 Normal 5-day Week Workers - Day and Shift

(a) The ordinary hours of work shall be an average of 38 per week and may be worked on any day or all of the days of the week, Monday to Friday, between the hours of 5.00 a.m. and 5.00 p.m. The ordinary hours of work shall be worked continuously from 7.00 a.m. till 3.30 p.m., except for meal breaks. Provided that the spread of hours may be altered by mutual agreement between the company and the majority of employees in the plant or section(s) concerned.

(b) Definitions for the Purpose of this Clause

"Day shift" means any shift starting after 4.00 a.m. and before 12.00 noon.

"Afternoon shift" means any shift starting after 12.00 noon and before 8.00 p.m.

"Night shift" means any shift starting after 8.00 p.m. and before 4.00 a.m.

(c) Ordinary working hours are to allow for a 30-minute unpaid break within 5 hours of commencement of work. The time of taking meal breaks, whether during ordinary or overtime hours, shall be flexible so as to permit the conduct of continuous operations.

(d) Employees will be required to work shift work on a rotating shift or on a permanent shift system:

Day Shift	8.00 a.m. to 4.00 p.m.
Afternoon	4.00 p.m. to 12.00 midnight
Night Shift	12.00 midnight to 8.00 a.m.

(e) A shift allowance of 15% of the ordinary rate shall be paid to employees whilst working normal-time hours on rotating afternoon and night shifts. Shift allowance is not paid for any overtime.

9.2 Rostered Day Off

- (a) All employees on permanent day shift will be entitled to a rostered day off (RDO) of one day per four weeks.
- (b) RDOs may be accumulated to a maximum of 5 RDOs, which may be taken together following the giving of 2 weeks' notice and subject to the Company's requirements.
- (c) Single RDOs may be taken following the giving of 3 working days' notice and subject to the Company's requirements.

9.3 Continuous 12-hour Shift Workers

This subclause shall apply to shift workers working a 12-hour rostered shift of continuous basis from 7.00 a.m. to 7.00 p.m. or from 7.00 p.m. to 7.00 a.m.

- (a) Payment for rostered shifts shall be:

Monday to Friday	Ordinary time for 12 hours
Saturday	Time and one half for 12 hours
Sunday	Double time for 12 hours
Public Holidays	Double time and one half for 12 hours

- (b) Shift Allowance

For full 12-hour rostered night shifts on any day of the week, an allowance equivalent to 20% of normal time rate for the 12-hour shift will be paid. This allowance will not extend into overtime but will be paid for ordinary time worked during a public holiday.

- (c) Consultation

Employees shall not be removed from their respective shift work until after consultation with management has taken place.

- (d) Crib Breaks

Employees working a 12-hour shift system are entitled to two 20-minute crib breaks to be taken approximately 4 hours apart. Each crib break will be taken in a staggered system within the shift crew to cover the needs of the operation and will be counted as time worked.

10. Overtime/Public Holidays Entitlements

- (a) In computing overtime, each day's work shall stand alone and the rate of pay shall be based on the ordinary time rate of pay excluding shift allowances.
- (b) For all work done outside ordinary hours, the rates of pay shall be time and one half for the first 2 hours and double time thereafter, such double time to continue until the completion of the overtime work.

10.1 Saturdays

All work on Saturdays shall be at time and one half for the first 2 hours and double time thereafter for all hours worked.

10.2 Sundays

All work on Sundays shall be at double time for all hours worked.

10.3 Public Holidays

All work on public holidays shall be at double time and one half for all hours worked and in addition:

- (a) For normal 5-day week workers, both day and shift workers - 8 hours normal time for Monday to Friday public holidays not worked. No entitlement for Saturday and Sunday public holidays.
- (b) For continuous 12-hour shift workers - 12 hours normal time for any public holidays not worked, including Saturday and Sunday public holidays.

10.4 Continuous Shift Workers

Continuous shift workers shall be paid at the rate of double time for all overtime worked on a Saturday and Sunday.

10.5 Recalled for Duty

The minimum payment to an employee who is recalled from their home to work overtime shall be for 4 hours worked at the appropriate rate of pay from the receipt of call, with a maximum of 30 minutes payment as from time of call-out. Call-out shall only apply when the employee is required to start overtime immediately.

10.6 Meal Allowance

When an employee is required to continue to work on overtime for more than one and a half hours after the employee's ordinary ceasing time without having been notified before leaving work the previous day or equivalent time of the requirement to work, overtime shall be paid \$8.80 for each meal. An additional overtime meal allowance will be paid if a full 8 hours' overtime is worked.

10.7 Reasonable Overtime

- (a) Subject to paragraph (b) of this subclause, the company may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of the said paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances, including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the company of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.
- (d) For 12-hour continuous roster workers, "reasonable" overtime shall be taken to include but not be limited to scheduled overtime additional to normal rostered shifts necessary for continuous operation of the roster.

11. Sick Leave

- (a) Employees are required to complete a qualifying period of 3 months' continuous service with the company in order to be entitled to claim payment of wages at the rate of ordinary time lost for personal illness or incapacity not due to one's own serious or wilful misconduct.

- (b) Paid leave of absence will be provided to cover only genuine illness or injury by accident and will be paid for the period of time the employee is unable to attend for duty, subject to satisfactory proof of illness or injury.
- (c) In the case of an employee's inability to continue to work due to total or permanent incapacity due to circumstances other than those arising from a workers' compensation claim, the company shall pay all outstanding entitlements and will ensure that the employee's rights under the superannuation scheme are protected.
- (d) Employees are required to provide a doctor's certificate for all sick leave extending 12 hours' absence from duty.
- (e) The company reserves the right to review each individual case and to suspend payment whilst on sick leave or take disciplinary action in accordance with this award if the nature of such illness or injury by accident can be shown not to be genuine.
- (f) To qualify for sick pay benefits, employees must notify the company of:

Their inability to present for duty at least one hour prior to the commencement of their absence from duty.

The length of time the employee anticipates absence from duty.

Their intention to return to work 8 hours prior to the commencement of their shift.

Notification of intention to be absent from duty can be made either by telephoning personally or by a relative or friend.

To obtain sick pay, employees must complete the company's sick pay claim form and attach any medical certification.

12. Personal/Carer's Leave

12.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (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 at 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 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 purposes of this paragraph:

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

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

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

- (d) An employee shall, wherever practicable, give the company 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 company by telephone of such absence at the first opportunity on the day of absence.

12.2 Unpaid Leave

An employee may elect, with the consent of the company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (c) of subclause 12.1 of this clause who is ill.

12.3 Annual Leave

- (a) An employee may elect, with the consent of the company, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding 5 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 the company may agree to defer payment of the annual leave loading in respect of single-day absences until at least 5 consecutive annual leave days are taken.

12.4 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the company, to take time off in lieu of payment for overtime at a time or times agreed with the company 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. Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

12.5 Make-up Time

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

12.6 Rostered Days Off

An employee may elect, with the consent of the company, to take a rostered day off in whole or in part-day amounts.

13. Compassionate Leave

- (a) An employee, other than a casual employee, shall be entitled to up to 2 working days' compassionate leave without deduction of pay on each occasion of the death in Australia of a person prescribed in subparagraph (2) of paragraph (c) of subclause 12.1 of clause 12, Personal/Carer's Leave. Where the death of a person as prescribed by the said subparagraph (2) occurs outside Australia, the employee shall be entitled to 2 working days' compassionate leave where such employee travels outside Australia to attend the funeral.
- (b) The employee must notify the company as soon as practicable of the intention to take compassionate leave and will provide, to the satisfaction of the company, proof of death.
- (c) Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in the said subparagraph (2), provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Compassionate leave may be taken in conjunction with other leave available under subclauses 12.2, 12.3, 12.4, 12.5 and 12.6 of clause 12, Personal/Carer's Leave. In determining such a request, the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

14. Annual Leave

- (a) See *Annual Holidays Act 1944* (NSW).
- (b) All employees are entitled to 4 weeks' leave in respect of each year of continuous service with the company.
- (c) Employees who work on a 7-day continuous shift roster are entitled to an additional week's leave each year of continuous service with the company.
- (d) Employees are required to take accrued annual leave following each continuous year of service. Such leave shall be taken within 12 months of their entitlement and may be taken in more than one allotment by allocation and approved in writing by management.
- (e) The timing for taking of accrued annual leave shall be arranged between the company and the employee.
- (f) Employees are entitled to a maximum of 3 single days of annual leave per annum following the giving of 3 working days' notice and subject to the company's requirements.

- (g) An annual close-down in accordance with the needs of the company's client (OneSteel Limited) will be implemented as arranged between the company and its employees.
- (h) Other than in subclauses (f) and (g) of this clause, annual leave may only be taken in blocks of one week minimum, which for 7-day continuous shift workers shall be paid based on the average weekly earnings over the full 12-week cycle of the roster. This consists of 51 hours' pay per week block or 10.2 hours per single day taken.

15. Annual Leave Loading

- (a) Before an employee is given and takes a period of annual leave, or where by agreement between the company and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the company shall pay an employee a loading determined in accordance with this clause.
- (b) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (c) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- (d) The loading is the amount payable for the period, or the separate period, as the case may be, at the rate per week of 20% of the appropriate ordinary normal-time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing the annual holiday, but shall not include Saturday, Sunday or public holiday loading for continuous 12-hour roster workers, or for any other allowances, penalty rates, shift allowances or any other payments prescribed by this award.
- (e) Where the employment of an employee is terminated by the company for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (d) of this clause for the period not taken. Except as provided by subclause (a) of this clause, no loading is payable on the termination of an employee's employment.

16. Long Service Leave

- (a) See NSW *Long Service Leave Act* 1955.
- (b) For all service after the 1 January 2003, employees will accumulate at the rate of 13 weeks' service for each 10 years of continuous service, which accumulates at 6.5 days per year.
- (c) From the date of ratification of this award, pro rata long service leave will be able to be accessed or will be paid out on resignation or termination of the employee, other than in circumstances of summary dismissal, after 5 years of continuous service.
- (d) Employees will be encouraged to take long service leave once their length of service is in excess of 5 years. This will be done through mutual agreement and to suit business needs (e.g. unplanned or planned stoppages in production).

17. Public Holidays

17.1 General

- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and an additional day's holiday (known as the Union's Picnic Day) to be observed pursuant to subclause (b) of this clause and any other day gazetted as a public holiday for the State shall be holidays for the purpose of this award.

- (b) As noted above, an employee shall be entitled to one additional day as a holiday in each calendar year known as the Union's Picnic Day. This additional holiday shall be observed on the day mutually agreed between the company and employees. The additional holiday is not cumulative and must be taken within each calendar year.
- (c) No deductions shall be made from the wages of weekly employees for the week in which any of the holidays referred to in subclause (a) of this clause fall.
- (d) Where an employee is absent from employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the company, the employee shall not be entitled to payment for such holiday.
- (e) For public holidays falling during a period of annual or long service leave, the following payments will apply.

17.2 Normal 5-day Week Workers - Day and Shift

For a public holiday falling on Monday to Friday, such employees shall be paid for 8 hours at normal time without leave loading and with no deductions from accumulated leave entitlement. For a public holiday falling on a Saturday or Sunday, there will be no payment or deduction from leave entitlement.

17.3 Continuous 12-hour Shift Workers

For any public holiday falling on a day on which the employee would have been rostered to work if not on leave, such employees shall be paid for 12 hours at normal time without leave loading and with no deduction from accumulated leave entitlement. For any public holiday falling on a day which the employee would have been rostered off if not on leave, payment shall be for 12 hours at normal time with no leave loading and with no deduction from accumulated leave entitlement.

18. Superannuation

A superannuation policy has been established with the AMP Society to provide death and disablement cover as well as retirement benefits for permanent employees. The fund is an accumulation fund which offers each employee a choice of investment.

The fund complies with the legislative requirements of the Superannuation Guarantee Levy. The payment will be based on "ordinary-time earnings", meaning the actual ordinary rate of pay the employee receives for ordinary hours of work, including allowances where applicable.

Rollover facilities are included to allow employees' entitlements from previous employment to be transferred to fund, should they wish to do so. The AMP Society provides funds which perform consistently whilst providing security for the investment. The company will contribute as per the Superannuation Guarantee Levy from the commencement of employment.

Permanent employees may contribute a minimum of \$15.00 per week and may make additional contributions at their discretion. Employees may vary their contribution effective from January each year.

On leaving the company's employment, the employee is to receive his or her contribution plus accumulated interest plus the company's contribution. The employee's benefit on retirement is to comprise his or her contributions plus the company's contribution plus funds rolled over from previous superannuation plans plus accumulated interest. A death and disablement provision is also included for permanent employees.

19. Work Appraisal

- (a) The company policy is to treat each employee in a fair and just manner.
- (b) All employees are expected to meet satisfactory standards of work performance, punctuality, personal conduct and follow the policies, procedures and awards of the company.

- (c) The company shall pay employees in direct proportion to skill competency levels relevant to the job.
- (d) Management shall counsel employees who fail to perform their duties to the satisfaction of the company.

20. Disciplinary Procedure

20.1 General

Whilst this agreement provides the right of the company to dismiss the employees without notice for misconduct, in many circumstances dismissal is too severe a penalty for some breaches of conduct. Accordingly, the parties agree that disciplinary action by way of a warning or suspension can be imposed where misconduct did not warrant dismissal. In these circumstances it is agreed that the following procedures will apply.

20.2 Warning for Minor Breaches of Discipline

A breach of discipline not necessarily warranting dismissal includes the following:

Unsatisfactory timekeeping or unjust absenteeism

Work performance

Failure to properly carry out legitimate instructions

Smoking in a prohibited area

Discriminatory behaviour

Leave of absence from the job site without authorised permission

For any breach of discipline of this type the following action will be taken:

First Warning

The company manager, in the presence of the employee concerned, will discuss the alleged breach and, if substantiated, a "first warning" will be recorded in writing on the employee's personnel record. The union delegate from the appropriate section will be present during the discussions. The employee will receive counselling and be advised of the possible consequences of any further breach.

Second Warning

The company manager, in the presence of the employee concerned, will discuss the second breach and, if substantiated, a "second warning" will be recorded in writing on the employee's personnel record. The union delegate will be present during the discussions. The employee will be advised of the possible consequences of any future breach. A copy of the warning will be given to the employee concerned.

Final Warning/Dismissal

The employee will be given the opportunity to explain his/her behaviour in the presence of the union delegate from the appropriate section. Any explanation offered shall be taken into account before deciding if dismissal is the appropriate action to take.

If the company accepts the explanation and decides that dismissal is not warranted, a final warning may be given to the employee. A copy of the warning will be given to the employee and a copy placed on the employee's personnel file. If the company considers

that dismissal is warranted and the disciplinary procedure has been previously exhausted, then the employee concerned and the union delegate will be advised immediately of the decision.

Duration of Warnings

The period of time prior to a cancellation of the warning will be 12 months.

Personal Records

Employees shall be entitled to view their personal records by request to the company at a prearranged time. Personal records cannot be removed from the office and will be treated as confidential by the company.

20.3 Misconduct

Notwithstanding other provisions of this clause, the company has the right to dismiss any employee without notice for misconduct where it has been clearly demonstrated that the employee's behaviour amounts to conduct that justifies instant dismissal. To protect the interest of all employees and the company, employment may be terminated without notice if an employee is found guilty of conduct that justifies instant dismissal.

Misconduct includes but is not limited to:

Reporting to work under the influence of alcohol/drugs

Wilful disregard of safety regulations that endanger plant or the lives of other persons

Malingering

Being asleep on duty

Theft

Falsifying company records

Fighting

Serious negligence

Wilful refusal of duty

In the event of the dismissal of an employee by the company, any aggrieved employee has the right to consult management, providing employees continue working. Any disruptive action taken by employees will ensure that all matters relating to the dismissal and consequential action taken shall be referred to the Industrial Relations Commission of New South Wales.

The company may, after consultation with the appropriate union representative, offer alternatives to dismissal. These may include, but not be limited to, suspension without pay for a period or reduction in operator level of payment for a fixed term or indefinitely.

The operations co-ordinator shall possess the authority to suspend an employee for the duration of a shift. The matter shall then be presented to management for determination.

21. Dispute Settlement Procedures

The parties to this award accept and agree to process and resolve claims, issues of dispute, areas of disagreement including grievances, conflicts and complaints, or any matter that arises between the union and the company according to the following procedures:

- (a) The parties undertake that, when any such matter arises, the basic intention shall be to resolve such matters as quickly as possible by direct consultation and negotiation.
- (b) Work shall continue as normal and without interruption. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause
- (c) The employees and/or employee representative shall place the matter before the immediate operations co-ordinator. The immediate operations co-ordinator is to ensure that the matter is correctly interpreted, registered and managed according to the following procedure:

Listen and objectively record the following details:

Date/Time/Shift

Person(s) presenting the matter

Establish the facts and collect details. Define the "real" cause of the problem.

Check with the person(s) that the details are correctly understood.

The operations co-ordinator will prepare:

The plan of action to be taken

Timeframe

The operations co-ordinator shall take all reasonable steps to resolve the matter on the spot or as soon as possible.

- (d) In the event that the matter exceeds the level of authority of the operations co-ordinator, or the employee and/or employees' representative is not satisfied with the decision, or progress, or wishes to appeal against the decision, the matter is to be placed before the manager. The manager shall fully familiarise himself with the matter and take all reasonable steps within the manager's authority to resolve the matter to the satisfaction of both parties.
- (e) Should the matter remain unsolved, the appropriate AWU official shall be invited to assist in the resolution of the matter.
- (f) In the event that the matter is not resolved, it is to be placed before the executive management of the company for determination.
- (g) In order to expedite amicable settlement, the company reserves the right to appoint an independent "facilitator" or "conciliator" to advise on a "fair and reasonable" resolution to satisfy both of the parties concerned.
- (h) In the event that the matter cannot be resolved to the satisfaction of both parties, the matter shall be referred to the Industrial Relations Commission of New South Wales. All decisions of the Industrial Relations Commission of New South Wales shall be binding for all the parties concerned.
- (i) Matters raised in relation to bona fide safety issues are to be investigated and corrected as quickly as possible in accordance with the *Occupational Health and Safety Act 2000*.

22. Notification of Stoppages

In the event that a dispute has not been settled to the satisfaction of both parties and the union has determined to call a stoppage, it is required that the AWU shall notify the company in writing:

Its intention to call a stoppage.

The cause of the stoppage.

Three days' notice prior to the commencement of the stoppage as a cooling-off period.

Request to meet with management during and immediately prior to the commencement of the stoppage.

During the course of this cooling-off period, all parties are to take all available action to resolve the matter and avert the stoppage.

23. Essential Services Dispensation

The cornerstone of the award is to ensure continued and uninterrupted operation of OneSteel Limited's Sydney Steel Mill at Rooty Hill and the parties agree to confer and to resolve any issues between them without resort to industrial action.

The employees and the company agree to provide, at all times, a minimum of one man per shift and, if any stoppage lasts longer than 2 days, then the company may bring in an additional man if the continuity of the furnace operation is jeopardised.

The essential services should include but not be limited to:

Operating equipment to maintain production at the -

Melt Shop

Cast Shop

Rolling Mill

Clearing Skips from all (areas) plant and dumping at processing area.

Keeping processing area clear for acceptance of by product materials.

BBHD Encapsulation.

24. Termination of Employment

In the event that company deems it necessary to terminate an employee, the following conditions and procedures are to apply:

- (a) The manager is to advise the employee and the employee representative of the decision and the reasons for it.
- (b) If the manager is satisfied that the circumstances justify instant dismissal, it shall operate from the moment of notice.
- (c) If the employee or delegate contests the dismissal, the manager shall advise the employee that summary dismissal shall be effective in 7 days' time and that, until then, the employee is to be suspended without pay.
- (d) During the course of the 7 days, the matter is to be pursued in accordance with the dispute settlement procedures stated in clause 21.

25. Retrenchment

25.1 General

The company retrenchment provisions apply to employees whose dismissal takes effect prior to the expiration/termination of contracts and the dismissal is due to circumstances affecting the company's viability or resulting from structural efficiency changes.

25.2 Termination of Employment

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

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

25.3 Severance Payment

- (a) In addition to other pay and entitlements that an employee has accrued, the employee shall receive:

4 weeks' pay

No other payment if the employee has less than 12 months' service with the company.

If the employee has more than 12 months of continuous service with the company, the employee is entitled to:

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

Years of Service	Under 45 Years of Age Entitlement
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

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

6 years and over	20 weeks.
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26. Termination of Contracts

- (a) If the company is the successful re-tenderer, existing employees will be given continuity of employment providing appropriate job opportunities are available under the contract.
- (b) If the company is unsuccessful in renewing the contract with OneSteel Limited for Rooty Hill Steelworks, the following conditions apply:

Payment of superannuation benefits accrued

Payment of accrued long service leave

Payment of any annual leave entitlements

Employees will be eligible for the retrenchment provisions.

27. Work Clothing

An annual issue of work clothing will be provided for and is valued at the annual rates below:

- (a) 2003 - \$200.00 inclusive of GST
- (b) 2004 - \$210.00 inclusive of GST
- (c) 2005 - \$220.00 inclusive of GST

28. Site Representative

Employees will be encouraged to appoint one person to represent the company employees. On each of the remaining shifts, one additional working person shall be authorised to provide a communications role between shift employees, the employee representative and the company.

29. Quality Assurance

The company is committed to quality control and assurance. This commitment is a requirement on all management and employees.

The company recognises the value of developing, implementing and gaining the commitment to a fully integrated tailor-made quality control assurance program to the:

- (a) Customer

Assured of a superior quality and service at a more competitive price.

- (b) Employee

Obtains greater job satisfaction due to -

Reduced frustration

Reduced errors, defects or rejects, failures, disruptions, damage, rework and re-handling

Elimination of non-value adding activities

Improved and meaningful decision-making and problem-solving on factors selecting work efficiency and effectiveness

Greater "ownership" in the production process.

(c) Company

Achieves a more commercially viable business enterprise through increased quality production at reduced costs.

30. Training

The company is committed to training employees to perform the tasks required in an efficient, effective, safe and responsible way.

Employees will be required to undergo and complete to the satisfaction of the company, training and/or re-training programs to perform the range of functions required by the company. When it is necessary to attend for training outside working hours at the request of management, employees will be paid at the single-time rate of pay for the duration of the course, plus reasonable travelling and meal expenses.

All employees will undergo a full induction, operational training and safety training program to ensure a smooth transition to accommodate changes in technology and procedures.

31. Non-Smoking Areas

To assist in the safety of all employees, smoking is prohibited in confined areas such as crib and locker rooms, plant cabins and all areas that have air-conditioning.

32. Anti-Discrimination

- (a) 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 carer's responsibilities.
- (b) 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.
- (c) 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.
- (d) Nothing in this clause is to be taken to affect:
 - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation.
 - (ii) Offering or providing junior rates of pay to persons under 21 years of age.
 - (iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (iv) A party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) 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:

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

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

33. New Award

Negotiation to renew and replace this award will commence no later than 1 October 2005.

34. Area, Incidence and Duration

This award relates to all activities conducted by Integrated Steel Mill Services Pty Limited ACN 052 354 104 at the company's operations at OneSteel Limited's Sydney Steel Mill, 22 Kellogg Road, Rooty Hill, and shall supersede all other awards and agreements that may apply to the operations at that site.

This award shall take effect from 8 August 2003 and will remain in force until 31 December 2005.

APPENDIX 'A'

BONUS SCHEME MATRIX

Classification	Weighting	1%	2%	3%	4%	5%	6%
Absenteeism	30%	25-28 hrs	22-24 hrs	19-21 Hrs	16-18 hrs	13-15 hrs	0-12 hrs
LTIFR	40%	N/A	N/A	1	N/A	N/A	0
Equipment Damage	30%	\$9001- \$10000	\$8001- \$9000	\$7001- \$8000	\$6001- \$7000	\$5001- \$6000	<\$5000

Legend

Absenteeism = Average hours absenteeism per employee

LTIFR = Number of lost time Injuries

Equipment Damage = Damage caused by operator error

APPENDIX 'B'

CONTINUOUS INCOME PAYMENT

- (1) Purpose

This scheme is to provide employees with additional security in the event of being unable to attend work due to non-work related illness or injury.

- (2) Principles

Employees are expected to provide for their own security by accessing 6 weeks of existing leave entitlements.

These arrangements are not intended to support casual absences or benefit employees with excessive absenteeism.

(3) Extended Wage Support

Subject to the provisions of this clause, employees will receive financial support at the ordinary rate of pay for their period of incapacity, up to a maximum of 6 months.

In the event that the employee is unable to attend work continuously for greater than 4 weeks due to personal illness or injury, the employee would be required to exhaust a combined minimum of 6 weeks' annual leave and long service leave. If the period of incapacity extends beyond this 6 weeks, the employee will continue to receive financial support for a maximum of an additional 16 weeks.

Where the employee is entitled to benefits arising from personal injury insurance (e.g. motor vehicle CTP insurance, sporting injury insurance, etc.) other than workers' compensation, the wage support otherwise extended under this clause will be reduced by the amount of insurance benefit paid. Where such monies are paid by an insurer substantially after the absence, the employee is required to pay such monies to the company.

Should circumstances arise where the company believes that the conduct of the employee is such that principles outlined in (2) above, the company may initiate a review with the employee and union representative to determine the validity of the continued claim for wage support. This will be done in a consultative process and any disputes arising from this process would be dealt in accordance with the disputes procedure.

(4) Obligations of Employees

Employees are required to provide all reasonable evidence requested by the company as to the nature of their illness or injury, including making themselves available for examination by medical practitioners/specialists nominated by the company.

Employees are required to actively participate in any reasonable rehabilitation or return to work program required by the company.

(5) Exclusions

The above arrangements will not extend to the following:

Employees engaged on a casual or fixed-term basis

Permanent employees with less than 3 months' continuous service

Absences covered by workers' compensation or arising from work-related injury or illness

Casual absences or absences of short duration

Injury or illness arising from the unlawful actions of the employee

Absences which would otherwise be covered by carer's leave

Multiple periods of extended absences

Absences resulting from alcohol, drug or substance abuse

Absences resulting from high risk sporting or recreational activities generally precluded from personal accident insurance arrangements (such as competitive motor sport, sky diving, etc).

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(1610)

SERIAL C2251

AWU TRAINING WAGE (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4220 of 2003)

Before The Honourable Justice Wright, President

20 August 2003

VARIATION

1. Delete subclause (d) of clause 7, Wages of the award published 5 April 2002 (332. I.G. 522), and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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 paragraph (ii) of subclause (k) of the said clause 7, and insert in lieu thereof the following:
 - (ii) Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications.

Industry/Skill Level	First Year of Traineeship	Second Year of Traineeship
Industry/Skill Level A	\$440.00	\$457.00
Industry/Skill Level B	\$421.00	\$437.00
Industry/Skill Level C	\$375.00	\$389.00

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

PART B

MONETARY RATES

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	274.00
Plus 1 year out of school	227.00	274.00	319.00
Plus 2 years	274.00	319.00	371.00
Plus 3 years	319.00	371.00	424.00
Plus 4 years	371.00	424.00	424.00
Plus 5 years or more	424.00	424.00	424.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - 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 Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	264.00
Plus 1 year out of school	227.00	264.00	304.00
Plus 2 years	264.00	304.00	357.00
Plus 3 years	304.00	357.00	406.00
Plus 4 years	357.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - 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 Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	257.00
Plus 1 year out of school	227.00	257.00	289.00
Plus 2 years	257.00	289.00	323.00
Plus 3 years	289.00	323.00	361.00
Plus 4 years	323.00	361.00	361.00
Plus 5 years or more	361.00	361.00	361.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	207.00	227.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly rates for Trainees who have left School

Skill Level A			
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	6.81	7.47	9.01
Plus 1 year after leaving school	7.47	9.01	10.49
Plus 2 years	9.01	10.49	12.20
Plus 3 years	10.49	12.20	13.95
Plus 4 years	12.20	13.95	13.95
Plus 5 years or more	13.95	13.95	13.95
Skill Level B			
School leaver	6.81	7.47	8.68
Plus 1 year after leaving school	7.47	8.68	10.00
Plus 2 years	8.68	10.00	11.47
Plus 3 years	10.00	11.74	13.36
Plus 4 years	11.74	13.36	13.36
Plus 5 years or more	13.36	13.36	13.36
Skill Level C			
School leaver	6.81	7.47	8.45
Plus 1 year after leaving school	7.47	8.45	9.51
Plus 2 years	8.45	9.51	10.63
Plus 3 years	9.51	10.63	11.88
Plus 4 years	10.63	11.88	11.88
Plus 5 years or more	11.88	11.88	11.88

Table 6 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	6.81	7.47

4. This variation shall take effect from the first full pay period to commence on or after 6 September 2003.

F. L. WRIGHT *J, President.*

Printed by the authority of the Industrial Registrar.

(449)

SERIAL C2252

RURAL TRAINEESHIPS (STATE) CONSOLIDATED AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4220 of 2003)

Before The Honourable Justice Wright, President

20 August 2003

VARIATION

1. Delete subclauses (e), and (g), of clause 9, Wages of the award published 16 June 2000 (316 I.G. 605) and insert in lieu thereof the following:

(e)

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	274.00
Plus 1 year out of school	227.00	274.00	319.00
Plus 2 years	274.00	319.00	371.00
Plus 3 years	319.00	371.00	424.00

Plus 4 years	371.00	424.00	424.00
Plus 5 years or more	424.00	424.00	424.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - 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 Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	264.00
Plus 1 year out of school	227.00	264.00	304.00
Plus 2 years	264.00	304.00	357.00
Plus 3 years	304.00	357.00	406.00
Plus 4 years	357.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - 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 Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	257.00
Plus 1 year out of school	227.00	257.00	289.00
Plus 2 years	257.00	289.00	323.00
Plus 3 years	289.00	323.00	361.00
Plus 4 years	323.00	361.00	361.00
Plus 5 years or more	361.00	361.00	361.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

- (g) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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 paragraph (ii) of clause (h) of the said clause 9, and insert in lieu thereof the following:
- (ii) Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship	Second Year of Traineeship
Industry/Skill Level A	\$440.00	\$457.00
Industry/Skill Level B	\$421.00	\$437.00
Industry/Skill Level C	\$375.00	\$389.00

3. Delete Tables 1 and 2 of subclause (b), of clause 10, Part-time Traineeships, of the award and insert in lieu thereof the following:

Table 1 - Hourly Rates for Trainees who have Left School

Skill Level A			
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	6.81	7.47	9.01
Plus 1 year after leaving school	7.47	9.01	10.49
Plus 2 years	9.01	10.49	12.20
Plus 3 years	10.49	12.20	13.95
Plus 4 years	12.20	13.95	13.95
Plus 5 years or more	13.95	13.95	13.95

Skill Level B			
School leaver	6.81	7.47	8.68
Plus 1 year after leaving school	7.47	8.68	10.00
Plus 2 years	8.68	10.00	11.47
Plus 3 years	10.00	11.74	13.36
Plus 4 years	11.74	13.36	13.36
Plus 5 years or more	13.36	13.36	13.36

Skill Level C			
School leaver	6.81	7.47	8.45
Plus 1 year after leaving school	7.47	8.45	9.51
Plus 2 years	8.45	9.51	10.63
Plus 3 years	9.51	10.63	11.88
Plus 4 years	10.63	11.88	11.88
Plus 5 years or more	11.88	11.88	11.88

Table 2 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills Levels A, B and C	6.81	7.47
20% loading	8.17	8.96

4. This variation shall take effect from the first full pay period to commence on or after 1 December 2003.

F. L. WRIGHT *J, President.*

Printed by the authority of the Industrial Registrar.

(1034)

SERIAL C2253

METAL TRADES (TRAINING WAGE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4220 of 2003)

Before The Honourable Justice Wright, President

20 August 2003

VARIATION

1. Delete subclauses (d), of clause 7, Wages, of the award published 19 October 2001 (328. I.G. 1045) and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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 paragraph (ii) of subclause (k) of the said clause 7 and insert in lieu thereof the following:
 - (ii) Wage Rates for Certificate IV Traineeships
 - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.

- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship	Second Year of Traineeship
Industry/Skill Level A	\$440.00	\$457.00
Industry/Skill Level B	\$421.00	\$437.00
Industry/Skill Level C	\$375.00	\$389.00

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

PART B

MONETARY RATES

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	274.00
Plus 1 year out of school	227.00	274.00	319.00
Plus 2 years	274.00	319.00	371.00
Plus 3 years	319.00	371.00	424.00
Plus 4 years	371.00	424.00	424.00
Plus 5 years or more	424.00	424.00	424.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - 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 Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	264.00
Plus 1 year out of school	227.00	264.00	304.00
Plus 2 years	264.00	304.00	357.00
Plus 3 years	304.00	357.00	406.00
Plus 4 years	357.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - 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 Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	257.00
Plus 1 year out of school	227.00	257.00	289.00
Plus 2 years	257.00	289.00	323.00
Plus 3 years	289.00	323.00	361.00
Plus 4 years	323.00	361.00	361.00
Plus 5 years or more	361.00	361.00	361.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	207.00	227.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly Rates for Trainees who Have Left School

Skill Level A			
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	6.81	7.47	9.01
Plus 1 year after leaving school	7.47	9.01	10.49
Plus 2 years	9.01	10.49	12.20
Plus 3 years	10.49	12.20	13.95
Plus 4 years	12.20	13.95	13.95
Plus 5 years or more	13.95	13.95	13.95
Skill Level B			
School leaver	6.81	7.47	8.68
Plus 1 year after leaving school	7.47	8.68	10.00
Plus 2 years	8.68	10.00	11.47
Plus 3 years	10.00	11.74	13.36
Plus 4 years	11.74	13.36	13.36
Plus 5 years or more	13.36	13.36	13.36
Skill Level C			
School leaver	6.81	7.47	8.45
Plus 1 year after leaving school	7.47	8.45	9.51
Plus 2 years	8.45	9.51	10.63
Plus 3 years	9.51	10.63	11.88
Plus 4 years	10.63	11.88	11.88
Plus 5 years or more	11.88	11.88	11.88

Table 6 - Hourly Rates for School-Based Traineeships

	Year of Schooling
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	Year 11 \$	Year 12 \$
Skills levels A, B and C	6.81	7.47

4. This variation shall take effect from the first full pay period to commence on or after 31 December 2003.

F. L. WRIGHT *J, President.*

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(1017)

SERIAL C2254

THEATRICAL EMPLOYEES (TRAINING WAGE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4220 of 2003)

Before The Honourable Justice Wright, President

20 August 2003

VARIATION

1. Delete subclause (d) of clause 7 Wages, of the award published 8 February 2002 (331. I.G. 198) and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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 paragraph (ii) of subclause (k) of the said clause 7, and insert in lieu thereof the following:
 - (ii) Wage Rates for Certificate IV Traineeships
 - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.

- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship	Second Year of Traineeship
Industry/Skill Level A	\$440.00	\$457.00
Industry/Skill Level B	\$421.00	\$437.00
Industry/Skill Level C	\$375.00	\$389.00

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

PART B

MONETARY RATES

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	274.00
Plus 1 year out of school	227.00	274.00	319.00
Plus 2 years	274.00	319.00	371.00
Plus 3 years	319.00	371.00	424.00
Plus 4 years	371.00	424.00	424.00
Plus 5 years or more	424.00	424.00	424.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - 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 Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	264.00
Plus 1 year out of school	227.00	264.00	304.00
Plus 2 years	264.00	304.00	357.00
Plus 3 years	304.00	357.00	406.00
Plus 4 years	357.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - 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 Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	257.00
Plus 1 year out of school	227.00	257.00	289.00
Plus 2 years	257.00	289.00	323.00
Plus 3 years	289.00	323.00	361.00
Plus 4 years	323.00	361.00	361.00
Plus 5 years or more	361.00	361.00	361.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	207.00	227.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly Rates for Trainees who have left School

	Year 10 \$	Year 11 \$	Year 12 \$
Skill Level A			
School leaver	6.81	7.47	9.01
Plus 1 year after leaving school	7.47	9.01	10.49
Plus 2 years	9.01	10.49	12.20
Plus 3 years	10.49	12.20	13.95
Plus 4 years	12.20	13.95	13.95
Plus 5 years or more	13.95	13.95	13.95
Skill Level B			
School leaver	6.81	7.47	8.68
Plus 1 year after leaving school	7.47	8.68	10.00
Plus 2 years	8.68	10.00	11.47
Plus 3 years	10.00	11.74	13.36
Plus 4 years	11.74	13.36	13.36
Plus 5 years or more	13.36	13.36	13.36
Skill Level C			
School leaver	6.81	7.47	8.45
Plus 1 year after leaving school	7.47	8.45	9.51
Plus 2 years	8.45	9.51	10.63
Plus 3 years	9.51	10.63	11.88
Plus 4 years	10.63	11.88	11.88
Plus 5 years or more	11.88	11.88	11.88

Table 6 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	6.81	7.47

4. This variation shall take effect from the first full pay period to commence on or after 6 September 2003.

F. L. WRIGHT *J, President.*

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(950)

SERIAL C2255

**HEALTH, FITNESS AND INDOOR SPORTS CENTRES
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4220 of 2003)

Before The Honourable Justice Wright, President

20 August 2003

VARIATION

1. Delete paragraph (d) of subclause (vi) Wages of clause 27A, Traineeships, of the award published 4 May 2001 (324 I.G. 497) and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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 subparagraph (ii) of paragraph (g) of subclause (vi) Wages of the said clause 27A, and insert in lieu thereof the following:
 - (ii) Wage Rates for Certificate IV Traineeships
 - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.

- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship	Second Year of Traineeship
Industry/Skill Level A	\$440.00	\$457.00
Industry/Skill Level B	\$421.00	\$437.00
Industry/Skill Level C	\$375.00	\$389.00

3. Delete Part C, Trainee Monetary Rates, and insert in lieu thereof the following:

PART C

TRAINEE MONETARY RATES

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	274.00
Plus 1 year out of school	227.00	274.00	319.00
Plus 2 years	274.00	319.00	371.00
Plus 3 years	319.00	371.00	424.00
Plus 4 years	371.00	424.00	424.00
Plus 5 years or more	424.00	424.00	424.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - 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 Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	264.00
Plus 1 year out of school	227.00	264.00	304.00
Plus 2 years	264.00	304.00	357.00
Plus 3 years	304.00	357.00	406.00

Plus 4 years	357.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - 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 Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	257.00
Plus 1 year out of school	227.00	257.00	289.00
Plus 2 years	257.00	289.00	323.00
Plus 3 years	289.00	323.00	361.00
Plus 4 years	323.00	361.00	361.00
Plus 5 years or more	361.00	361.00	361.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	207.00	227.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

4. This variation shall take effect from the first full pay period commencing on or after 6 September 2003.

F. L. WRIGHT *J, President.*

Printed by the authority of the Industrial Registrar.

(285)

SERIAL C2256**DRUG FACTORIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4220 of 2003)

Before The Honourable Justice Wright, President

20 August 2003

VARIATION

1. Delete subclause (a) of clause 4 Arbitrated Safety Net Adjustment, of the award published 1 June 2001 (325 I.G. 1), and insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) a award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subparagraph (b) of paragraph (vi) of subclause (F) Wages of clause 42, Training Conditions and insert in lieu thereof the following:
 - (b) Wage Rates for Certificate IV Traineeships
 - (i) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
 - (ii) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of	Second Year of
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	Traineeship	Traineeship
Industry/Skill Level A	\$440.00	\$457.00
Industry/Skill Level B	\$421.00	\$437.00
Industry/Skill Level C	\$375.00	\$389.00

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

PART C

INDUSTRY/SKILL LEVEL RATES

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	274.00
Plus 1 year out of school	227.00	274.00	319.00
Plus 2 years	274.00	319.00	371.00
Plus 3 years	319.00	371.00	424.00
Plus 4 years	371.00	424.00	424.00
Plus 5 years or more	424.00	424.00	424.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - 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 Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	264.00
Plus 1 year out of school	227.00	264.00	304.00
Plus 2 years	264.00	304.00	357.00
Plus 3 years	304.00	357.00	406.00
Plus 4 years	357.00	406.00	406.00

Plus 5 years or more	406.00	406.00	406.00
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The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - 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 Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	207.00	227.00	257.00
Plus 1 year out of school	227.00	257.00	289.00
Plus 2 years	257.00	289.00	323.00
Plus 3 years	289.00	323.00	361.00
Plus 4 years	323.00	361.00	361.00
Plus 5 years or more	361.00	361.00	361.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

4. This variation shall take effect from the first full pay period commencing on or after 6 September 2003.

F. L. WRIGHT *J, President.*

Printed by the authority of the Industrial Registrar.

(278)

SERIAL C2257**DAIRYING INDUSTRY EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4220 of 2003)

Before The Honourable Justice Wright, President

20 August 2003

VARIATION

1. Delete subclause (f) of clause 3, Wages of the award published 4 May 2001 (324 I.G. 474), and insert in lieu thereof the following:
 - (f) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete subparagraphs (a) and (b) of paragraph (e) of subclause (g) Wages of clause 27, Training Conditions and insert in lieu thereof the following:

Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship	Second Year of Traineeship
Industry/Skill Level A	\$440.00	\$457.00

3. Delete Table 4 - Training Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 4 - Training Wage Rates - Industry/Skill Level C

- (a) The following Traineeships shall be paid in accordance with Table 4 below:

Rural Skills (Dairy Production) Certificate II
 Rural Skills (Dairy Production) Certificate III
 Rural Skills (Milk Harvesting) Certificate II
 Rural Skills (Milk Harvesting) Certificate III

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	191.00	227.00	267.00
Plus 1 year out of school	260.00	302.00	353.00
Plus 2 years	302.00	353.00	401.00
Plus 3 years	353.00	401.00	432.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Notation: - The parties to this award have agreed that the above rates shall be adjusted from time to time by the quantum of the increases awarded to Industry/Skill Level C rates in the National Training Wage Award 2000, as varied, or any successor industrial instrument.

- (b) See subparagraph (e) of subclause (g) of clause 27 Training Wage for trainees undertaking the following AQF IV traineeships: -

Rural Skills (Dairy Production) Certificate IV
 Rural Skills (Milk Harvesting) Certificate IV

4. This variation shall take effect from the first full pay period to commence on or after 1 December 2003.

F. L. WRIGHT *J, President.*

Printed by the authority of the Industrial Registrar.

(734)

SERIAL C2097

TEACHERS (KU CHILDREN'S SERVICES) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, industrial organisation of employers.

(No. IRC 3835 of 2003)

Before The Honourable Justice Wright, President

29 July 2003

VARIATION

1. Insert after subclause (e) of clause 4, Payment of Salary, of the award published 12 July 2002 (335 I.G. 76) the following new subclause (f):

(f) Annual Remuneration

- (i) Notwithstanding clause 3, Salaries and Allowances, an employer may offer and an employee may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, fringe benefits tax and employer administrative charge will equal the appropriate salary prescribed by clause 3, Salaries and Allowances.
- (ii) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (i) of this subclause.
- (iii) Any payment calculated by reference to the teacher's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by clause 3 Salaries and Allowances

2. This variation shall take effect on and from the first pay period to commence on or after 29 July 2003.

F. L. WRIGHT *J, President.*

Printed by the authority of the Industrial Registrar.

SERIAL C2322

BESPOKE BOOTMAKERS, &c. (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees Association, New South Wales, industrial organisation of employees .

(No. IRC 5516 of 2003)

Before the Honourable Justice Schmidt

16 October 2003

ORDER

The Commission orders that -

1. The Bespoke Bootmakers, &c. (State) Industrial Committee published 23 June 2000 (316 I.G. 880), be extended for a further three years.
2. Delete the title of the member of the committee "Employer's Federation", and insert in lieu thereof the following:

"Employers First".
3. This order shall take effect on and from 2 September 2002.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

SERIAL C2323

**WHOLESALE FRUIT AND VEGETABLE EMPLOYEES
(STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees Association, New South Wales, industrial organisation of employees .

(No. IRC 5525 of 2003)

Before the Honourable Justice Schmidt

16 October 2003

ORDER

The Commission orders that -

1. The Wholesale Fruit and Vegetable Employees (State) Industrial Committee published 23 June 2000 (316 I.G. 881), be extended for a further three years.
2. This order shall take effect on and from 2 September 2002.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

SERIAL C2324

WAREHOUSE EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees Association, New South Wales, industrial organisation of employees .

(No. IRC 5524 of 2003)

Before the Honourable Justice Schmidt

16 October 2003

ORDER

The Commission orders that -

1. The Warehouse Employees (State) Industrial Committee published 23 June 2000 (316 I.G. 879), be extended for a further three years.
2. Delete the title of the member of the committee "Employer's Federation", and insert in lieu thereof the following:

"Employers First".
3. This order shall take effect on and from 2 September 2002.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

SERIAL C2325

PHARMACISTS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees Association, New South Wales, industrial organisation of employees .

(No. IRC 5517 of 2003)

Before the Honourable Justice Schmidt

16 October 2003

ORDER

The Commission orders that -

1. The Pharmacists (State) Industrial Committee published 23 June 2000 (316 I.G. 870), be extended for a further three years.
2. Delete the title of the member of the committee "Employer's Federation", and insert in lieu thereof the following:

"Employers First".
2. This order shall take effect on and from 2 September 2002.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

SERIAL C2326

RETAIL EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 5521 of 2003)

Before the Honourable Justice Schmidt

16 October 2003

ORDER

The Commission orders that -

1. The Retail Employees (State) Industrial Committee (Section 1) published 23 June 2000 (316 I.G. 872), be extended for a further three years.
2. This order shall take effect on and from 2 September 2002.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

SERIAL C2327

RETAIL EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees Association, New South Wales, industrial organisation of employees .

(No. IRC 5522 of 2003)

Before the Honourable Justice Schmidt

16 October 2003

ORDER

The Commission orders that -

1. The Retail Employees (State) Industrial Committee (Section 2) published 23 June 2000 (316 I.G. 878), be extended for a further three years.
2. This order shall take effect on and from 2 September 2002.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

SERIAL C2168

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

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

EA03/213 - Transfield Services and Contractors' (Kurnell Refinery - NSW) Site Agreement 2003-2006

Made Between: ARL Laboratory Services Pty Ltd, Andreco Hurl Refractory Services Pty Limited, Aqua Assets Pty Ltd, Contract Resources Limited, Erect Safe Scaffolding, Foviff (NSW) Pty Ltd \ Foviff Pty Ltd \ Foviff (Civil and Labor), Giovenco Industries Pty Ltd, Global Insulation Contractors (NSW) Pty Ltd, HIS Engineering Services Pty Ltd, Haman Engineering Pty Ltd, Mann's Earth moving Co Ltd, N.W.E.C. Pty Ltd, National Integrated Services, Prestige Cranes, R.M. Watson Pty Ltd, Saunders International Pty Ltd, Seat Corrosion Control (Aust) Pty Ltd, Transfield Services (Aust) Pty Ltd, United KG Pty Ltd, Woronora Plumbing Services Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union.

New/Variation: Replaces EA02/81

Approval and Commencement Date: Approved and commenced 19 August 2003.

Description of Employees: The agreement applies to all employees of the companies listed as signatories in Appendix "D" for the period that such employees are engaged on maintenance services and/or miscellaneous work at the Caltex Refinery, Solander St, Kurnell NSW 2231. It covers employees who fall within the coverage of the: Electrical Contracting Industry (State) Award; the Metal and Engineering Industry (NSW) Award; and the Building & Construction Industry (State) Award.

Nominal Term: 7 June 2006.

EA03/214 - Boral Concrete Sydney Metropolitan Development Agreement No.5

Made Between: Boral Concrete -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA01/258

Approval and Commencement Date: Approved and commenced 11 September 2003.

Description of Employees: The agreement shall apply to all employees employed as Drivers of Boral Resources (NSW) P/L trading as Boral Concrete - Sydney Metropolitan, who are engaged at concrete plants within the Sydney Metropolitan area, and who fall within the coverage of the Transport Industry Mixed Enterprise (State) Award.

Nominal Term: 30 June 2005.

EA03/215 - Arnott's Snackfoods - Smithfield Operations & Logistics North Enterprise Agreement

2003

Made Between: Arnott's Snackfoods - Smithfield Operations & Logistics North -&- the National Union of Workers, New South Wales Branch, The Australian Workers' Union, New South Wales.

New/Variation: Replaces EA01/133

Approval and Commencement Date: Approved and commenced 14 October 2003.

Description of Employees: The agreement shall apply to employees of the company who are engaged at the Smithfield Plant (15-21 Britton St) and Logistics North Distribution Centre (39 Britton St), who fall within the coverage of the Storemen and Packers General (State) Award and Potato Crisp Makers (State) Award. It doesn't apply where the abovementioned employees are transferred to another company's operations where another agreement exists.

Nominal Term: 30 June 2005.

EA03/216 - Dairy Farmers Hexham Maintenance and Service Employees Enterprise Agreement

Made Between: Australian Co-operative Foods Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA01/6

Approval and Commencement Date: Approved and commenced 7 October 2003.

Description of Employees: The agreement applies to employees employed at the Hexham site who are engaged in the classifications set out in Appendix 'A', who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award; the Electricians (State) Award; and the Engine Drivers General (State) Award. Agreement excludes all TWU, Lidcombe, Bomaderry and Dairy Farmers Rural Trading employees.

Nominal Term: 23 May 2006.

EA03/217 - IPA Personnel NSW (NUW) Enterprise Agreement

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

New/Variation: New.

Approval and Commencement Date: Approved and commenced 22 September 2003.

Description of Employees: The agreement applies to employees engaged at the Bonds Distribution Centre located at 46 Airds St, Minto NSW, who fall within the coverage of the Storemen and Packers General (State) Award.

Nominal Term: 22 September 2003.

EA03/218 - Hymix Australia Pty Limited Concrete Cartage Agreement

Made Between: Hymix Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA96/283

Approval and Commencement Date: Approved and commenced 15 September 2003.

Description of Employees: The agreement applies to all employees of the Company engaged to cart premixed concrete or batched materials at the Company's Mayfield, Toronto, Rutherford and Belmont Concrete Plants. The agreement relates to the classification of Concrete Agitator Vehicle Driver and employees who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award; Transport Industry (State) Superannuation Award; and Transport Industry - Redundancy (State) Award.

Nominal Term: 11 October 2004.

EA03/219 - Catalyst Industrial NSW (NUW) Enterprise Agreement 2003-2006

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

New/Variation: New.

Approval and Commencement Date: Approved and commenced 25 August 2003.

Description of Employees: The agreement applies to the company's employees located at Level 1, 100 York St, South Melbourne VIC 3205, and employees of the client engaged at the client's workplace or site, who fall within the coverage of the Storemen and Packers General (State) Award.

Nominal Term: 25 August 2006.

EA03/220 - Shinagawa Thermal Ceramics Pty Ltd: Glastonbury Avenue Enterprise Agreement 2002

Made Between: Shinagawa Thermal Ceramics Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), The Australian Workers' Union, New South Wales, The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch.

New/Variation: Replaces EA01/84.

Approval and Commencement Date: Approved and commenced 22 September 2003.

Description of Employees: The agreement applies to employees engaged at the Company's Glastonbury Avenue site who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award and the Refractory Industry (State) Award.

Nominal Term: 1 July 2005.

EA03/221 - Blue Circle Southern Cement Seven Hills Enterprise Agreement 2003

Made Between: Blue Circle Southern Cement Limited -&- The Australian Workers' Union, New South

Wales.

New/Variation: Replaces EA00/203.

Approval and Commencement Date: Approved 22 September 2003 and commenced 22 March 2003.

Description of Employees: The agreement applies to employees of the Company (BCSC) engaged as Production Operators at BCSC's plant located at Powers Rd, Seven Hills, NSW. It covers employees who fall within the coverage of the Blue Circle Packaging Plant (State) Award.

Nominal Term: 22 March 2005.

EA03/222 - FreshFood Management Services Pty Ltd, wholly owned subsidiary of FreshFood Australia Holdings Pty Ltd, Enterprise Agreement 2003

Made Between: Fresh Food Services Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA02/184.

Approval and Commencement Date: Approved 28 October 2003 and commenced 1 April 2003.

Description of Employees: The agreement applies to all factory employees of FreshFood Management Services Pty Ltd at the Concord site, who fall within the coverage of the Storemen & Packers, General (State) Award; Metal, Engineering & Associated Industries (State) Award; and Electricians &c. (State) Award.

Nominal Term: 31 March 2005.

EA03/223 - Jones & Gray Electrical Pty Ltd Enterprise Agreement 2003/2005

Made Between: Jones & Gray Electrical Proprietary Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA02/262.

Approval and Commencement Date: Approved and commenced 11 September 2003.

Description of Employees: The agreement applies to all employees of the Company engaged in any of the classifications, industries and callings as specified in the Parent Award, namely the Electrical Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 31 December 2005.

EA03/224 - Devro Pty Ltd Maintenance Employees Enterprise Agreement 2002

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

New/Variation: Replaces EA00/284.

Approval and Commencement Date: Approved and commenced 21 October 2003.

Description of Employees: The agreement applies to employees of Devro Pty Limited employed as Maintenance employees at 139 Sydney Rd, Kelso, NSW 2795 AND AT 46 Vale Rd, Bathurst, NSW 2795 who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 30 September 2005.

EA03/225 - Red Australia Equipment Newcastle Branch Agreement 2003-2005

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

New/Variation: New.

Approval and Commencement Date: Approved 6 November 2003 and commenced 4 August 2003.

Description of Employees: The agreement applies to all service employees of Red Australia Equipment at Lot 66, Ayrshire Crescent, Sandgate NSW, in respect of employers Northern NSW operations, engaged in the classifications of business, electrical and mechanical repair, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 4 August 2005.

EA03/226 - Wella Australia (Somersby NSW) Enterprise Agreement 2003

Made Between: Cosmetic Products Pty Ltd -&- the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales.

New/Variation: Replaces EA02/25.

Approval and Commencement Date: Approved and commenced 28 October 2003.

Description of Employees: The agreement applies to employees of Cosmetic Products Pty Ltd located at 1 Wella Way, Somersby engaged in the manufacture and distribution of cosmetic products, and in any of the occupations, industries and callings as specified in the Drug Factories (State) Award and the Warehouse Employees Drug (State) Award.

Nominal Term: 28 October 2003.

EA03/227 - South Coast Equipment Pty Limited Workshop Division Certified Agreement 2003

Made Between: South Coast Equipment Pty Limited -&- the Automotive, Food, Metals, Engineering,

Printing and Kindred Industries Union, New South Wales Branch.

New/Variation: Replaces EA01/82.

Approval and Commencement Date: Approved 7 August 2003 and commenced 30 April 2003.

Description of Employees: The agreement applies to employees of South Coast Equipment P/L at the Maters Rd, Mount St. Thomas Plant, engaged in the classifications of maintenance workers, including trades assistants, storemen, fitters, mechanics and panel beaters, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 30 April 2006.

EA03/228 - Maritime Container Services and TWU Employees Enterprise Agreement

Made Between: Maritime Container Services Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA00/163.

Approval and Commencement Date: Approved 22 August 2003 and commenced 1 January 2003.

Description of Employees: The agreement applies to all employees of the Company engaged in any work where employees are eligible for membership of the TWU at the Company's various locations, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 1 January 2005.

EA03/229 - CSR Limited - Horsley Park Production Workers Enterprise Agreement 2003

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

New/Variation: Replaces EA01/232.

Approval and Commencement Date: Approved 13 August 2003 and commenced 1 May 2003.

Description of Employees: The agreement applies to production employees employed by CSR Limited at the Horsley Park site, namely Old Wallgrove Rd, Horsley Park, NSW, 2164 who fall within the coverage of the Brick and Paver Industry (State) Award.

Nominal Term: 1 May 2006.

EA03/230 - Joyce Foam Products Enterprise Agreement (Moorebank Site) 2003

Made Between: Joyce Corporation Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch, National Union of Workers, New South Wales Branch, The Australian Workers' Union, New South

Wales, Transport Workers' Union of New South Wales.

New/Variation: Replaces EA02/99.

Approval and Commencement Date: Approved 25 September 2003 and commenced 17 June 2003.

Description of Employees: The agreement applies to employees of Joyce Foam Products engaged in the operations of foam manufacture at its site, located 5-9 Bridges Rd, Moorebank, NSW 2170, who fall within the coverage of the Rubber, Plastic and Cablemaking Industry General Award 1998; Metal, Engineering and Associated Industries Award 1998; Storemen & Packers General (State) Award; and Transport Industry - Mixed Enterprises Wages (State) Award.

Nominal Term: 17 June 2005.

EA03/231 - FFE Building Services Ltd - Electrical Service Division Sydney Enterprise Agreement 2003-2006

Made Between: FFE Service -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA01/126.

Approval and Commencement Date: Approved 15 October 2003 and commenced 1 September 2003.

Description of Employees: The agreement applies to employees of the Company who are engaged by the Electrical Service Division Sydney, who fall within the coverage of the Electrical Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 31 August 2006.

EA03/232 - Roll Surface Technologies - Australian Workers Union (Port Kembla) Agreement 2003

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

New/Variation: New.

Approval and Commencement Date: Approved and commenced 9 October 2003.

Description of Employees: The agreement applies to all employees of Roll Surface Technologies at its BHP Steel Port Kembla site who are engaged in classifications set out in the Metal, Engineering and Associated Industries Award 1998.

Nominal Term: 1 September 2004.

EA03/233 - Adecco Prime Pty Ltd - TWU Enterprise Agreement

Made Between: Adecco Prime Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 26 September 2003 and commenced 18 August 2003.

Description of Employees: The agreement applies to employees of Adecco Prime Pty Limited who fall within the coverage of the following state Awards: Milk Treatment &c., and Distribution (state) Award; Transport Industry (State) Award; Transport Industry - Mixed Enterprises (State) Award; Transport Industry - Motor Bus Drivers and Conductors (State) Award; Transport Industry - Quarried Materials (State) Award; Transport Industry - Retail (State) Award; Transport Industry - Tourist and Service Coach Drivers (State) Award; Transport Industry - Trade Waste (State) Award; Transport Industry - Waste Collection and Recycling (State) Award. Clause 2.3 of the Agreement also states several federal Awards that apply.

Nominal Term: 18 August 2005.

EA03/234 - Adecco Industrial Pty Ltd - TWU Enterprise Agreement

Made Between: Adecco Industrial Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA97/77.

Approval and Commencement Date: Approved 26 September 2003 and commenced 18 August 2003.

Description of Employees: The agreement applies to employees of Adecco Industrial Pty Ltd who fall within the coverage of the following state Awards: Milk Treatment &c., and Distribution (State) Award; Transport Industry (State) Award; Transport Industry - Mixed Enterprise (State) Award; Transport Industry - Motor Bus Drivers and Conductors (State) Award; Transport Industry - Quarried Materials (State) Award; Transport Industry - Retail (State) Award; Transport Industry - Tourist and Service Coach Drivers (State) Award; Transport Industry - Trade Waste (State) Award; and Transport Industry - Waste Collection and Recycling (State) Award. The Agreement at Clause 2.3 also states Federal Awards that apply.

Nominal Term: 18 August 2005.

EA03/235 - Red Australia Equipment Sydney Branch Enterprise Agreement 2003

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

New/Variation: Replaces EA02/258.

Approval and Commencement Date: Approved 31 October 2003 and commenced 1 October 2003.

Description of Employees: The agreement applies to employees of Red Australia Equipment located at 7 Welder Rd, Seven Hills, NSW who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 1 October 2005.

EA03/236 - Joyce Foam Products Enterprise Agreement (Moorebank Site) 2003

Made Between: Joyce Corporation Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 25 September 2003 and commenced 17 June 2003.

Description of Employees: The agreement applies to employees of Joyce Foam Products located at 5-9 Bridges Rd, Moorebank, NSW 2170, who are engaged in the operations of foam manufacture and who fall within the coverage of the Rubber, Plastic and Cablemaking Industry - General - Award 1998.

Nominal Term: 17 June 2005.

EA03/237 - Dynamic Electrical Constructions Pty Limited Enterprise Agreement

Made Between: Dynamic Electrical Constructions Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 10 September 2003.

Description of Employees: The agreement applies to employees of Dynamic Electrical Constructions Pty Limited engaged at the Company's Unanderra branch, namely 253-255 Princes Hwy, Unanderra, NSW 2526, who fall within the coverage of the Electrical Contracting Industry (State) Award.

Nominal Term: 31 December 2005.

EA03/238 - Ondeo Nalco Australia Pty Ltd Enterprise Agreement

Made Between: Ondeo Nalco Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 October 2003.

Description of Employees: The agreement applies to employees of Ondeo Nalco Australia Pty Ltd located at 2 Anderson St, Botany, who are engaged in the classifications of Chemical Delivery Specialist and who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 31 March 2005.

EA03/239 - Aristocrat Technologies Australia Pty Ltd Service Technicians Enterprise Agreement 2003

Made Between: Aristocrat Leisure Industries Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA01/212.

Approval and Commencement Date: Approved and commenced 11 November 2003.

Description of Employees: The agreement applies to employees of the Company located at 71 Longueville Rd, Lane Cove, NSW 2066 and 85-113 Dunning Ave, Rosebery, NSW 2018 who are engaged in the classifications of field technicians and who fall within the coverage of the Electrical Electronic and Communication Contracting Industry (State) Award.

Nominal Term: 30 September 2005.

EA03/240 - Downer RML Pty Ltd New South Wales Enterprise Agreement, 2003-2006

Made Between: Downer RML Pty Ltd, Newcastle -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 23 October 2003 and commenced 14 October 2003.

Description of Employees: The agreement applies to employees of Downer RML Pty Ltd who are subject to the application of all work carried out in NSW Power Stations and all other projects or works within NSW, who are within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 30 June 2006.

EA03/241 - Australian Bakels (Pty) Ltd Enterprise Agreement No.7

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

New/Variation: Replaces EA01/336.

Approval and Commencement Date: Approved and commenced 14 October 2003.

Description of Employees: The agreement applies to all employees of Australian Bakels (Pty) Ltd located at 33-47 Derby St, Silverwater, NSW 2141 who are engaged in the classifications specified in clause 4.1, namely Level 1, 2, 3 Process Worker, Home Economist, Leading Hand & Senior Leading Hand, and who fall within the coverage of the Margarine Makers (State) Award and Pastrycooks, &c. (State) Award.

Nominal Term: 14 October 2005.