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INDUSTRIAL GAZETTE

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(1700)

SERIAL C2161

THE KENS PROJECT 259-295 KENT STREET SYDNEY PROJECT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, industrial organisation of employers.

(No. IRC 4464 of 2003)

Before The Honourable Justice Walton, Vice-President

22 August 2003

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1. Duration

This Project Award shall operate on and from the 1 May 2003 until Practical Completion of the Project.

2. Definitions

"Awards" means those Awards listed in Annexure "A".

"Employee" means a person engaged by an Employer and who performs work on the Project in the classifications set out in Annexure "A".

"Employer" means Leighton Contractors Pty Limited and/or any subcontractor engaged by Leighton Contractors Pty Limited to work on the Project, including subcontractors' respective subcontractors.

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

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

"Excavation and Demolition Material" shall be as defined in the Transport Industry - Excavated Materials Contract Determination published 24 October 1997, as varied.

"Leighton" means Leighton Contractors Pty Limited (A.C.N. 000 893 667) of Level 10, 12 Help Street Chatswood, NSW 2067

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

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

"Practical Completion" means the completion of the Project, where the building is fit for occupancy and/or purpose, as determined by Leighton Contractors Pty Limited Client.

"Project Award" means The KENS Project Award made between the Parties.

"Project" means the construction works contracted to Leighton Contractors Pty Limited at 259-295 Kent Street, Sydney.

"Project Manager" means the senior person appointed by Leighton Contractors Pty Limited to manage the Project from time to time.

"Project Milestones" means those programmed milestones and targets described in Clause 5.

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

"Project Plan" means the Project or site management plan, a copy of which can be located at the office of the Project Manager.

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

"The KENS Project" involves the redevelopment of the site bounded by Kent, Erskine, Napoleon and Sussex Streets Sydney. The development will involve the demolition of the existing structures, with the exception of the Erskine Street terraces and the construction of a 32 Level office tower which shall be situated over a six level basement carpark with 864 car spaces and a podium that stretches across three levels from Kent Street down to Sussex Street. The Project will also involve the construction of an urban park to the north of the tower, fit-out of all office levels and the restoration of the heritage terraces on Erskine Street and the construction of an infill terrace to complete the Erskine Street elevation.

"Union Delegate" means the Employee who is the accredited representative of the Union members on the Project.

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

3. Objectives

The objectives of this Project Award are to:

- (a) Improve productivity by initiatives aimed at:
 - (i) Communication, consultation and relationships between Employer, Employees and Unions.
 - (ii) Health and safety.
 - (iii) Training and skill formation.
 - (iv) Flexible workplace practices.
- (b) Provide good wages and conditions to all Employees engaged on the Project.
- (c) Ensure that subcontractors comply with the provisions of this Project Award, applicable Awards and/or Enterprise Agreements and legislative requirements.
- (d) Promote and implement improved work methods and productivity.
- (e) Complete the Project on time or earlier to quality requirements, and within budget.
- (f) Adopt a co-operative and non-adversarial approach to all industrial relations issues.
- (g) Assist in developing a harmonious relationship between Leighton, Sub-Contractors, Unions and Employees in respect of this Project.
- (h) Enhance occupational health and safety practices.
- (i) Increase leisure time for Employees by reducing excessive hours of work.
- (j) Implement forms of work organisation which encourage the use and acquisition of skills and continual learning.
- (k) Improve quality of work.

- (l) Increase the scope of sub-contract work packages to promote genuine skill enhancement and acquisitions by Employees.
- (m) Provide of a career structure for all Employees based on skill enhancement, competencies and increased job satisfaction.
- (n) Set common standards of facilities, crib, first-aid, etc.
- (o) Provide a forum for dispute resolution between sub-contractors, the Unions and Leighton.
- (p) Note that Unions party to this Award have an objective that Employers have an appropriate Enterprise Agreement in place.
- (q) Minimise the impact of any industrial action on the Project that may arise out of negotiation or renegotiation of other Employer's Enterprise Agreements.

4. Application

- 4.1 This Project Award shall be known as The KENS Project Award, and shall cover on site construction work carried out by Employees who are covered by those Awards referred to in Annexure "A".
- 4.2 This Project Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- 4.3 This Project Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and it's primary purpose is to provide a framework for the Employers, the Labor Council and the Unions, to manage those issues on the Project which affect more than one Employer.
- 4.4 The Parties also acknowledge and agree that the terms of this Project Award form part of the tender conditions for work on this Project.

5. Performance Payment

A performance payment linked to works completed against the construction program shall apply to the Project.

The performance payment shall relate to achievements for works completed to Targets and Project Milestones.

The Completion to Targets and Project Milestones Payment shall be calculated and paid as follows:

- (a) The Parties to this Award shall establish monthly Targets and review dates with reference to the Project Milestones;
- (b) The monthly reviews will certify the achievement of Targets for the purpose of entitlement to the payment for works completed;
- (c) The performance payment shall be \$3.00 per hour payable for each hour of time worked by Employees on and from the 1 May 2003;
- (d) Payment shall be made as part of their weekly wages;
- (e) Payment shall be made progressively in the normal weekly wages;
- (f) Payment is not subject to CPI.

In the event that a monthly Target is not achieved, the Monitoring Committee shall meet to determine:

- (a) The reason why the Target was not achieved;

- (b) The action required to catch up to the Target;
- (c) If payment shall continue for the coming month;
- (d) However, if in spite of the Parties best efforts, a Target is not achieved for two consecutive months and there are no extenuating circumstances then the Monitoring Committee shall meet to discuss why that Target has not been achieved and how best to make up time to ensure Targets are achieved;
- (e) Payment shall be calculated on an hours worked basis only, and shall not include any calculation of Award or other entitlements. This payment does not attract any penalty or premium.

The Project Milestone Dates Are:

The KENS Project Assessment of Progress		
	Project Milestones	Date (Monthly)
Milestone 1	Demolition of existing carpark	August 2003
Milestone 2	Level B5 slab and the first level of the core are poured and completed	January 2004
Milestone 3	The slab for the ground floor at Kent Street is poured and completed	March 2004
Milestone 4	Complete Erskine Street terraces and Public Carpark inclusive of handover to operator	August 2004
Milestone 5	The slab for Level 15 is poured and completed	October 2004
Milestone 6	The curtain wall façade for the tower must be installed to and including Level 22	March 2005
Milestone 7	Level 4 Plantroom commissioned	April 2005
Milestone 8	The curtain wall façade to the tower must be installed to and including Level 33	August 2005
Milestone 9	Complete fit-out Level 1 to Level 9 inclusive ready for occupation by tenant	November 2005

- (a) If a Project Milestone Date is not achieved and there are no extenuating circumstance(s) acceptable to the Monitoring Committee, then no payment will be made against achievement of that Milestone;
- (b) If in the following period(s) work catches up to allow achievement of the subsequent Project Milestone(s) then a payment shall be made and shall include payment(s) for the preceding Project Milestone;
- (c) The Parties agree that the Leighton Project Manager, in conjunction with the Monitoring Committee shall determine if the identified Milestones for the Project have been achieved.

Payment Application of the Performance	
Payment Payable to Employees	
Type of Work And Status of Engagement	Performance Payment Application
Normal Work	Applies
Sick Leave	Does not apply
Annual Leave	Does not apply
Public Holidays	Does not apply
Rostered Days Off	Applies
Workers Compensation	Does not apply
Training on-site	Applies
Jury Duty	Does not apply
Bereavement Leave	Does not apply
Inclement Weather Off Site	Does not apply
Inclement Weather On Site	Applies
Unauthorised Stoppages	Does not apply
Any other paid downtime	Does not apply

6. Industry Standards

6.1 Superannuation and Redundancy

The Parties acknowledge that a contribution of \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWU or other schemes approved by the Parties. The above contribution will increase so that the minimum payment made for superannuation shall be \$95.00 from 1 July 2003 and \$100.00 from 1 July 2004.

The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the Parties.

6.2 Top Up/24 Hour Income Protection Insurance

Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the Coverforce Insurance Administrators Pty Ltd (ACN 067 079 261) under the U-Plus Industry Insurance Scheme or other similar schemes, which are approved by the Parties to this Project Award.

6.3 Transport Award Drivers

This Project Award shall not apply to persons who are required as part of their normal duties to visit the site for the purpose of a pick up or a delivery or to carry out routine maintenance or repairs to on-site plant of a minor nature or for short duration.

This Project Award does not apply to off site or purely incidental activities such as delivery of site materials or couriers, except for transport Award drivers who are required to have a regular involvement with this site in excess of two (2) hours per day. These applicable drivers will be entitled only to the provisions of Clause 5 of this Project Award.

6.4 Lorry Owner Drivers

Lorry Owner Drivers who are carting excavated and / or demolition materials from this Project shall be paid in accordance with the Transport Industry - Excavated Materials Contract Determination published 24 October 1997, as varied.

7. Environment, Health, Safety and Rehabilitation

7.1 Induction

All Employees entering the site must have undergone;

- (a) General Industry Induction Training;
- (b) Work Activity Induction Training;
- (c) Site Specific Induction Training.

Evidence of the completion of the General Industry Induction Training and the Work Activity Induction Training must be presented to Leighton Contractors Pty Limited prior to any Employee commencing work on site.

Each Employee will receive a site induction card after completing the Site Specific Induction Training and access to the Project site will only be granted to an Employee who exhibits the issued site induction card. However, in the case of a lost card, an Employee's identity will be confirmed prior to any issue of a temporary site induction card and ultimately a replacement card.

Each Employee's site induction card must be carried by the Employee whilst engaged on the Project and is not transferable under any circumstances to any other person.

These procedures are intended to substantially improve the security on the Project and have a positive impact on the level of safety provided to Employees on the Project.

The Parties recognise the induction training provided by T.E.T.A for casual and permanent transport Award Employees who fall within the scope of this Project Award.

7.2 Environment, Health and Safety Plans

- (a) All Employers must submit an environment, health safety and rehabilitation management plan. These plans should include evidence of:
 - (i) Risk assessment of their works;
 - (ii) Hazard identification, prevention and control;
 - (iii) Planning and re-planning for a safe working environment;
 - (iv) Industry and trade specific induction of Employees;
 - (v) Monitoring performance and improvement of work methods;
 - (vi) Reporting of all incidents/accidents;
 - (vii) Compliance and verification on all safety requirements to be monitored regularly during the construction period to ensure compliance.

7.3 The Safety Committee

The Safety Committee will be properly constituted and will abide by the agreed procedures as defined in its constitution and as revised from time to time. All members of the Safety Committee will undertake an accredited WorkCover safety committee member training course if they have not already done so with an agreed provider, for example Comet Training.

7.4 Safety Procedures

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

7.5 Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an Employee does not have a Certificate of Competency WorkCover will be contacted to assess when the Employee concerned can undertake the appropriate

training and obtain a Formwork Certificate of Competency from an agreed provider, for example Comet training.

7.6 Temporary Power/Testing and Tagging

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

8. Dispute Settlement Procedures

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

8.1 Employer Specific Disputes

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

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

8.2 Project Wide Disputes

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

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

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

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

8.3 Demarcation Disputes

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

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

8.4 Procedures to Prevent Disputes Regarding Non-compliance.

- (a) Leighton, in association with the accredited site Union delegate will check monthly payments of subcontractors' companies engaged on site with respect to superannuation, redundancy and extra insurance to ensure payments for Employees have been made as required. Leighton and the site delegate shall also check that Employers have not introduced arrangements such as and not limited to 'all-in' payments and or 'cash-in-hand' payments, (i.e. payments designed to avoid tax and other statutory obligations and sham subcontract arrangements.) Where such practices are identified Leighton will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.
- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and are required to comply with their lawful obligations.
- (c) When an Employer receives a statement pursuant to Section 127(3) of the *Industrial Relations Act 1996* of NSW they shall provide on request the Union delegate on site with a copy of such statement within 7 days.
- (d) The Union delegate or Union official shall advise Leighton if they believe the information which has been provided by the subcontractor is not correct.
- (e) Any dispute concerning non-compliance shall be resolved in accordance with this clause.

9. Safety Dispute Settling Procedures

No Employee will be required to work in or on an unsafe area or process on the Project. Where a safety problem has been identified by the safety committee, which prevents work from occurring in any area, work shall cease in the immediate affected area only. Priority will be given to rectifying unsafe access areas. If any access areas are unsafe, Employees will use alternative safe access.

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

- (a) Employees shall not leave the Project unless directed to do so by their Employer in the event of an emergency;

- (b) Immediate inspection of the affected work areas will be carried out by both Leighton and Employee representatives of the safety committee;
- (c) Leighton will select the sequence of inspections of areas;
- (d) The inspection shall identify the safety rectification work required in each area;
- (e) As safety rectification work is agreed for each area, all relevant Employees shall immediately commence such rectification works;
- (f) Upon verification that such rectification has been completed, normal work will resume progressively in each area;
- (g) Should any dispute arise as to the rectification work required to any area, then Leighton will immediately call the designated WorkCover Authority inspector to recommend the rectification work.

Nothing in this Clause shall negate or contradict any rights and or obligations under the *Occupational Health and Safety Act 2000*.

10. Monitoring Committee

- 10.1 The Parties may establish a committee to monitor the implementation of this Project Award.
- 10.2 This Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- 10.3 The Monitoring Committee will consider ways in which the aims and objectives of this Project Award can be enhanced, which may include, but not be limited to discussion of:
 - (a) Developing more flexible ways of working;
 - (b) Enhancing occupational, health and safety;
 - (c) Productivity plans;
 - (d) Compliance with the Project Award and other statutory requirements by Employers;
 - (e) Resolution of issues in the application of this Project Award;
 - (f) The Monitoring Committee members shall be nominated by and represent Leighton and the subcontractors, the Labor Council of NSW and the Unions. The committee will have 5 members, 2 appointed by Leighton and representing Leighton and its sub-contractors, and 2 appointed by and representing the Unions and their members, and 1 appointed by and representing the Labor Council of NSW.

The representative of the Labor Council of NSW shall be delegated Chairperson, and be responsible for calling meetings, issuing agendas and taking minutes.

11. Productivity Initiatives

11.1 Learning Initiatives

Each Employer shall comply with their workplace reform initiatives outlined in their Enterprise Agreement.

11.2 Inclement Weather

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

11.3 Rostered Days Off

- (a) Subject to Clause 23 a procedure for the implementation of Rostered Days Off (RDO's) will be agreed on the Project. The purpose which is to:
 - (i) Increase the quality of working life for Employees; and
 - (ii) Increase the productivity of the Project.
- (b) A roster of RDO's will be prepared, following consultation with the workforce and Parties to this Award.
- (c) Records of each Employee's RDO accruals will be recorded on the Employees pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.
- (d) Where practicable, Saturday work prior to the published industry RDO's will not be worked.

11.4 Maximising Working Time

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

11.5 Hours of Work

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

12. Immigration Compliance

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

13. Long Service Compliance

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

14. Union Representation

- 14.1 Union officials shall comply with all legislative requirements, produce their right of entry permits, and observe the relevant Award and OH&S obligations for entry to site.
- 14.2 Subject to all legislative requirements, Union officials or their legal officers shall be entitled to inspect all wage records and related documentation necessary to establish proper application of the Project Award and observance of statutory obligations.
- 14.3 Such inspections shall not take place unless there is a suspected breach of the Project Award, the Awards, or the *Workplace Relations Act* 1996 and/or other statutory obligations for which a suspected breach has been specified in writing to Leighton in advance of the inspection.
- 14.4 Union Delegates and Their Rights

(a) Rights of the Delegate

- (i) The parties acknowledge it is the sole right of the Union and its members to elect the delegate for each Project, who shall be recognised as the authorised representative of the Union at the Project.
- (ii) The delegate shall have the right to approach or be approached by any Employee of the Employer to discuss industrial matters with that Employee during normal working hours (subject to the consent of the relevant Employee).
- (iii) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the Employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an Employer:

Moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;

Changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded;

Disrupting duly organised meetings.

- (iv) The delegate shall be entitled to represent members in relation to industrial matters on the Project, and without limiting the generality of that entitlement is entitled to be involved in representing members:

At all stages in the negotiation and implementation of enterprise agreements or Awards or other industrial instruments;

The introduction of new technology and other forms of workplace change;

Career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of members

Ensuring that Employees on site are paid their correct wages, allowances and other lawful entitlements.

To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.

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

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

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

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

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

A lockable cabinet for the keeping of records;

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

Where practicable, and if agreed to, a delegate office;

Where a delegate office is not practicable, access to a meeting room;

Use of the site office telephone for legitimate union business;

From existing resources, and when required access to:-

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

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

a photocopier or facsimile machine.

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

15. Australian Content

Subject to the law the Project Manager shall endeavor to maximise Australian content in materials and construction equipment on the Project where practical and feasible.

16. Protective Clothing

Employers will provide their Employees with the following items of Australian made clothing and footwear.

(a) Safety Footwear

Appropriate safety footwear will be issued upon commencement of work on the Project and will be replaced on a fair wear and tear basis thereafter provided they are produced to Management for inspection.

(b) Overalls, Combination or Bib & Brace & Shirts or Trousers & Shirts

2 sets of protective clothing will be provided after accumulated employment by an Employee of 152 hours and will be replaced twice per calendar year or as a result of fair wear and tear provided they are produced to Management for inspection.

(c) Jackets

Each Employee, after accumulated employment on the Project of 152 hours shall be eligible to be issued with one (1) Australian made warm bluey jacket or lined woollen jacket or equivalent, which will be replaced once per calendar year or by fair wear and tear.

The type of jacket issued to an Employee will be determined by the nature of work performed to ensure that the jacket is not unsafe for the work performed by each Employee.

(d) Equivalent Clothing

Where documented evidence can be shown that the equivalent protective clothing referred to in (a), (b) and (c) above has been issued to any Employee within the last (3) month period, then the above will not apply.

Employers will consult with the Labor Council of NSW if necessary to be provided with a list of Australia Manufactures who do not use illegal or exploited labour in the manufacturing of their work clothes.

17. Workers Compensation and Insurance Cover

17.1 Employers must ensure that all persons that they engage to work on the Project are covered by workers compensation insurance.

17.2 Leighton will audit Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.

17.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:

- (a) All Employees will report injuries to the Project first aider and their supervisor at the earliest possible time after the injury
- (b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the Project first aid officer, and their supervisor.
- (c) In cases where the Employee is unable to comply with the above, the relevant Employer will assist in fulfilling requirements for making a claim.

17.4 Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act 1998*, which provide that:

- (a) The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;

- (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The Employer must notify the insurer within 48 hours of a significant injury;
- (c) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
- (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
- (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;

17.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the Employer shall notify the relevant union immediately.

17.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

18. Apprentices

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

19. Training and Workplace Reform

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

20. Project Death Cover

Leighton will guarantee the beneficiary of any Employee who dies as a consequence of working on the Project will be paid a death benefit of \$25,000. Such benefit shall be paid within fourteen (14) days of the production of appropriate documentation. This payment shall be in addition to any other entitlement that might be paid to the beneficiary as a consequence of the death of the Employee.

21. Anti-Discrimination

- 21.1 It is the intention of the Parties bound by this Project 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.
- 21.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 21.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Project Award, the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Project Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the Parties to make application to vary any provision of the Project Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.4 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.
- 21.5 Nothing in this clause is to be taken to affect:
 - (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) Offering or providing junior rates of pay to persons under 21 years of age;
- (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) A party to this Project Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

21.6 This clause does not create legal rights or obligations in addition to those imposed upon the Parties by legislation referred to in this clause.

NOTES -

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

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

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

22. Personal/Carers Leave

22.1 Use of Sick Leave

- (a) An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in clause 22.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) The Employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:
 - (iii) A spouse of the Employee; or
 - (iv) 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
 - (v) A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
 - (vi) A same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
 - (vii) A relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

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

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

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

- (d) An Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

22.2 Unpaid Leave for Family Purpose

An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 22.1 (c)(ii) above who is ill.

22.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act* 1944 (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the Parties.
- (b) Access to annual leave, as prescribed in paragraph 22.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under the Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

22.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 22.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 22.4(a), the Employee shall be paid overtime rates in accordance with the Award.

22.5 Make-up Time

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

22.6 Rostered Days Off

- (a) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.

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

23. Project Close-Down Calendar

For the purposes of this Project Award the Parties agree that the following Project Close-down Calendar will be adopted for the Project. The Project Close-down Calendar has been produced with a view to maximising quality leisure time off for all Employees. Accordingly, the Parties agree that on certain weekends (as set out in the Project Close-down Calendar), no work shall be carried out.

Provided, however, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out below. In such circumstances reasonable notice (where possible), shall be given to the Unions and agreement sought from the Union Secretary (or nominee) or in the case that they are unavailable the Leighton Union delegate or the site consultative committee.

Project Close-down Calendar 2003

Saturday	October 4	
Sunday	October 5	
Monday	October 6	Labour Day Public Holiday
Tuesday	October 7	RDO
Saturday	November 29	
Sunday	November 30	
Monday	December 1	Picnic Day
Tuesday	December 2	RDO
Christmas/New Year		
December/January to be determined at site level.		

Project Close-down Calendar 2004

Saturday	January 24	
Sunday	January 25	
Monday	January 26	Australia Day Public Holiday
Tuesday	January 27	RDO
Friday	April 9	Good Friday Public Holiday
Saturday	April 10	
Sunday	April 11	Easter Sunday
Monday	April 12	Easter Monday Public Holiday
Tuesday	April 13	RDO
Saturday	April 24	
Sunday	April 25	
Monday	April 26	Anzac gazetted holiday
Tuesday	April 27	RDO
Saturday	June 12	
Sunday	June 13	

Monday	June 14	Queens Birthday Public Holiday
Tuesday	June 15	RDO
Saturday	October 2	
Sunday	October 3	
Monday	October 4	Labor Day Public Holiday
Tuesday	October 5	RDO
Saturday	December 4	
Sunday	December 5	
Monday	December 6	Union Picnic Day
Tuesday	December 7	RDO (if applicable)

Project Close-down Calendar 2005

Wednesday	January 26	Australia Day
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	Easter Saturday
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac gazetted holiday
Tuesday	April 26	RDO
Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queens Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labor Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

24. Industry Convention

The parties are aware of the convention of some Employers making payments or providing conditions to their Employees in excess of the relevant awards or Enterprise Agreement by private treaty for incentive purposes or for the purpose of attracting labour.

The Parties agree that they will not seek to change the terms of this Project Award as a result of a private treaty as described above nor will they seek redress from any Employer.

25. Single Bargaining Unit

This Project Award was negotiated by the Labor Council of New South Wales on behalf of the Unions and by Leighton in its own right and on behalf of the Employers.

26. Mobile Crane Safety

Mobile cranes engaged on the KENS Project will be certified by Cranesafe Australia (NSW) as soon as practicable, certified cranes will display a Cranesafe inspection label. As this is a new industry initiative to

improve crane safety within the industry all Parties agree there will be a phasing in period to achieve this accreditation based on Cranesafes capacity to inspect cranes and issue certificates.

27. No Precedent

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

28. No Extra Claims

The Parties agree that they will not pursue extra claims in respect of matters covered by this Project Award or otherwise during the term of this Project Award.

ANNEXURE A

Parties & Classifications

Part 1

Employer:

Leighton Contractors Pty Limited

Part 2

Unions:

The Labor Council of New South Wales (The Labor Council)

Construction Forestry Mining and Energy Union (Construction & General Division) (CFMEU)

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

Automotive Food Metals Engineering Printing & Kindred Industries Union (also known as AMWU)
Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union, New South Wales (TWU)

Part 3

Classifications:

Those classifications covered by the Following Awards:

Federal Awards

National Building and Construction Industry Award 2000.

National Metal and Engineering On-Site Construction Industry Award 2002.

Plumbing Industry (New South Wales) Award 1999.

Sprinkler Pipe Fitters Award 1998.

Mobile Crane Hiring Award.

State Awards

Building and Construction Industry (State) Award.

Electrical, Electronic and Communications Contracting Industry (State) Award.

Plant &c., Operators on Construction (State) Award.

Plumber and Gasfitters (State) Award.

Transport Industry - State Award, and applicable NSW Determinations.

Metal, Engineering and Associated Industries (State) Award.

ANNEXURE B

Authority To Obtain From DIMA Details Of Immigration Status

I,
(Family Name)

(Given Name/s)

Date of Birth:

Nationality:

Visa number:

Passport number:

authorize the Department of Immigration and Multicultural Affairs (DIMA) to release by fax to:

(Name of employer representative)

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

This information will only be made available to the employer representative or an authorised trade union officer on request.

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

Signed:

Dated:

Name of employer:

Phone:

Fax:

Please send or fax this form to:

The Department of Immigration and Multicultural Affairs

Phone: (02) 9258 4730

Fax: (02) 9258 4763

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

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(1702)

SERIAL C2156

**ROCLA, ADELAIDE BRIGHTON AND TRANSPORT WORKERS'
UNION INTERIM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 by the Transport Workers' Union of New South Wales of a dispute with Rocla Concrete Pipes Pty Ltd trading as Rocla Concrete Materials, and another re transfer of employees.

(No. IRC 3780 of 2003)

Before Commissioner McKenna

30 July 2003

AWARD

The Industrial Relations Commission of New South Wales makes an Interim Award in the following terms:

1. This award shall be binding upon Rocla, Adelaide Brighton and the TWU.
2. By no later than the close of business on 1 August 2003 Rocla shall provide all Employees with the following information relating to their employment conditions with Rocla:

current rate of pay;
current grade/classification;
long service leave accrual;
annual leave accrual;
sick leave accrual;
accrued rostered days off; and
commencement date.

In the event that agreement as to the correctness of the information referred to in this clause cannot be reached, the matter shall be referred to the Industrial Relations Commission of New South Wales for determination. Following determination by the Commission, Rocla and Adelaide Brighton shall provide the relevant Employee with a consolidated statement containing to the information as at the Transfer Date within seven days.

3. Adelaide Brighton shall offer to employ all Transferring Employees on terms and conditions no less favourable than those upon which they were engaged in their employment with Rocla immediately prior to the Transfer Date, including the Rocla Redundancy Agreement.
4. Adelaide Brighton shall recognise all service related entitlements of Transferring Employees accrued with Rocla up to the Transfer Date.
5. Adelaide Brighton shall, in respect of Transferring Employees, recognise the length of continuous service with Rocla (including continuous service with any entity which was purchased or acquired by Rocla, provided service with such entity is recognised by Rocla as continuous service with Rocla) for the purposes of all service related entitlements, and from the Transfer Date all such continuous service by Transferring Employees with Rocla prior to the Transfer Date shall be deemed to be continuous service with Adelaide Brighton for all purposes including calculating entitlements under an industrial instrument or industrial relations legislation.
6. In the event of Adelaide Brighton terminating the employment of any of the Transferring Employees after the Transfer Date by reason of redundancy the length of service for the purpose of calculating the redundancy payment shall be the aggregate of the period of continuous service recognised by Rocla at the Transfer Date pursuant to clause 5 of this award and the period of service that the Transferring Employee has had with Adelaide Brighton from the Transfer Date until the date of termination, save that Adelaide Brighton shall not be required to make redundancy payments in respect of any period of employment with Rocla (or any entity which was purchased or acquired by Rocla) for which a redundancy payment has previously been paid by Rocla (or any entity which was purchased or acquired by Rocla).
7. Adelaide Brighton and the TWU shall, in respect of each Transferring Employee, observe the terms and conditions of the Transport Industry (State) Award published 20 April 2000 (315 I.G. 192) and the Transport Industry - Redundancy (State) Award published 8 September 2000 (318 I.G. 458) (whether expired or not), which were applicable to the Transferring Employee immediately prior to the Transfer Date.
8. For the purpose of this award the following definitions shall apply:

"Employees" shall mean employees of Rocla who are members or eligible to be members of the TWU and to whom the Transport Industry (State) Award and the Transport Industry - Redundancy (State) Award to which the TWU are a party apply and are offered employment by Adelaide Brighton effective on and from the Transfer Date under the terms of the Sale of Business Agreement Pozzolans and Transport dated 18 July 2003 entered into between Rocla, Adelaide Brighton, Adelaide Brighton Cement Limited and Adelaide Brighton Limited.

"Transferring Employee" means each Employee of Rocla currently providing services to Rocla who is offered and accepts employment with Adelaide Brighton on the bases set out in this award.

"Adelaide Brighton" shall mean Adelaide Brighton Transport Pty Ltd (ACN 105 552 323).

"TWU" shall mean the Transport Workers' Union of New South Wales.

"Rocla" shall mean Rocla Pty Ltd (ACN 31 000 032 191) and all subsidiaries of Rocla.

"Transfer Date" means 8 August 2003.

9. All Employees who are offered employment by Adelaide Brighton in accordance with this award shall be deemed to have had suitable alternative employment obtained for them by Rocla and shall not be entitled to be paid any severance pay as prescribed in any award, agreement or order of the Commission or otherwise as a consequence of ceasing to be an employee of Rocla.
10. In the event of a dispute arising between the parties in relation to the provisions of this award, the parties agree that the dispute will be referred to the Industrial Relations Commission of New South Wales for determination.
11. This award will commence operating from 30 July 2003 and will have a nominal term of 12 months and shall cease to apply at the end of that nominal term.

D. S. McKENNA, Commissioner.

Printed by the authority of the Industrial Registrar.

(1561)

SERIAL C1827

BHP STEEL (AIS) PTY LTD - PORT KEMBLA STEELWORKS EMPLOYEES AWARD 2000

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 by BHP Steel (AIS) Pty Limited of a dispute with the Construction, Forestry, Mining and Energy Union (New South Wales Branch) and others re bans.

(No. IRC 597 of 2002)

Before Mr Deputy President Grayson

5 December 2002

VARIATION

1. Delete the table of classifications and rates of pay appearing under the heading 5. Refractory Services Department in Table 1 - Restructured Ironworker Rates of Pay, of Part C, Monetary Rates - Restructured Classifications, of the award published 23 March 2001 (323 I.G.245), and insert in lieu thereof the following:

	Rate of pay per 38-hour week from first pay	Rate of pay per 38-hour week from first pay

	period commencing on or after 29 May 2002	period commencing on or after 5 December 2002
5. Refractory Services Department		
Refractory Services		
Refractory Installer - Level 1	509.50	529.90
Refractory Installer - Level 2	550.50	572.50
Refractory Installer - Level 3	577.10	600.20
Refractory Installer - Level 3 - Cast House Floor	595.90	619.70
Refractory Installer - Level 4	615.20	639.80
Refractory Installer - Level 4 - Cast House Floor	631.60	656.90

2. This variation shall take effect from the beginning of the first pay period to commence on or after 5 December 2002.

J. P. GRAYSON *D.P.*

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(043)

SERIAL C2125

BOWLING CLUBS 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 3514 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (iii) of clause 8 Rates of Pay, of the award published 8 February 2002 (333 I.G. 1), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclause (iv) of clause 11, Overtime and insert in lieu thereof the following:

(iv) Reasonable Overtime

- (i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (ii) 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.
- (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

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

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

Classification Turfgrass Employees	Former Rate \$	SWC 2003 Adjustment \$	Total Rate \$
5 day worker			
Level One	448.10	17.00	465.10
Level Two	470.60	17.00	487.60
Level Three	491.50	17.00	508.50
Level Four	525.20	17.00	542.20
Level Five	546.10	17.00	563.10
5 and ½ day worker			
Level One	459.00	17.00	476.00
Level Two	481.50	17.00	498.50
Level Three	502.30	17.00	519.30
Level Four	536.00	17.00	553.00
Level Five	556.90	17.00	573.90

Classification Apprentices	Percentage of Skilled Tradesmans' rate (Turfgrass Employee Level 4)	SWC 2003 Amount \$
5 day week 1st year of apprenticeship	50%	271.10

2nd year of apprenticeship	58%	314.50
3rd year of apprenticeship	68.5%	371.40
4th year of apprenticeship	78%	422.90
5 and ½ day week		
1st year of apprenticeship	50%	276.50
2nd year of apprenticeship	58%	320.75
3rd year of apprenticeship	68.5%	378.80
4th year of apprenticeship	78%	431.35

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	16	Meal Allowance	7.95
2	26(iv)	Required to use own vehicle	0.45 per km
3	29	First-aid	1.75 per day

Note: These allowances are contemporary for expense related allowances as at 30 March 2003 and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first full pay period to commence on or after 20 July 2003.

T. M. KAVANAGH *J.*

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(112)

SERIAL C2129

CHEMICAL WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3514 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

- Delete subclause (iii) of clause 3, Wages, of the award published 11 May 2001 (324 I.G. 688), and insert in lieu thereof the following:
 - The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - any equivalent overaward payments; and/or
 - award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
- Insert the following new subclause (viii) in clause 8 Overtime:
 - Reasonable Overtime

- (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (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 paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Chemical Plant Operator - Class One (100%)	525.20	17.00	542.20
Class Two (92.4%)	491.50	17.00	508.50
Class Three (89.9%)	481.10	17.00	498.10
Materials Attendant - Class One (92.4%)	491.50	17.00	508.50
Class Two (89.9%)	481.10	17.00	498.10
General Labourer (86%)	464.80	17.00	481.80
Forklift Operator (89.9%)	481.10	17.00	498.10

Juniors:	Percentage of total wage for adult general labourer per week %
Under 16 years of age	44
At 16 years of age	53
At 17 years of age	61
At 18 years of age	70
At 19 years of age	79
At 20 years of age	88

Table 2 - Other Rates and Allowances

Item No	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	4(i)	Leading Hand	20.70	21.35
2	4(ii)	Cleaning inside tank or still	1.10 per hour	1.15 per hour
3	9(iii)(a)	Meal allowance	9.45	9.75
4	9(iii)(a)	Meal allowance - second meal	9.45	9.75
5	20(ii)	Duties of first-aid person	1.55 per day	1.60 per day

"Note": These allowances are contemporary for expense related allowances as at 30 March 2003 and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first full pay period to commence on or after 25 July 2003.

T. M. KAVANAGH J.

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(355)

SERIAL C2130

GOLF CLUBS 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 3514 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (iii) of clause 8, Rates of Pay, of the award published 8 February 2002 (331 I.G. 32), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (A) any equivalent overaward payments, and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclause (iv) of clause 11 Overtime and insert the in lieu thereof the following:
 - (iv) Reasonable Overtime
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.

- (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 paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Greenkeeper -	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
5 days weekly			
Level One	448.10	17.00	465.10
Level Two	470.60	17.00	487.60
Level Three	491.40	17.00	508.40
Level Four	525.20	17.00	542.20
Level Five	566.90	17.00	583.90
Level Six	606.60	17.00	623.60
5 & ½ days weekly			
Level One	459.00	17.00	476.00
Level Two	481.50	17.00	498.50
Level Three	502.30	17.00	519.30
Level Four	536.10	17.00	553.10
Level Five	575.80	17.00	592.80
Level Six	617.50	17.00	634.50

Table 2 - Apprentices

Apprentices	Percentage of Skilled Tradespersons minimum weekly rate (Greenkeeper Level 4)	Rate per week 5 days \$	Rate per week 5 & ½ days \$
1st year apprentice	50%	271.10	276.55
2nd year apprentice	58%	314.50	320.80

3rd year apprentice	68.5%	371.40	378.85
4th year apprentice	78%	422.90	431.40

Table 3 - Other Rates and Allowances

Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
Meal Allowance	7.70	7.95
Required to use own vehicle	0.44 p/km	0.46 p/km
First-aid	1.70	1.75

Note: These allowances are contemporary for expense related allowances as at 30 March 2003 and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

Table 4 - Youth Rates

Youths	Percentage of Greenkeeper Level 1 %	Rate per week 5 days \$	Rate per week 5 ½ days \$
At 16 and under 17 years of age	45	209.30	214.20
At 17 and under 18 years of age	50	232.55	238.00
At 18 and under 19 years of age	60	279.05	285.60
At 19 and under 20 years of age	80	372.10	380.80
At 20 and under 21 years of age	100	465.10	476.00

4. This variation shall take effect from the first full pay period to commence on or after 20 July 2003.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(440)

SERIAL C2131**MARGARINE MAKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3514 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (viii) of clause 2, Rates of Pay of the award published 24 August 2001 (327 I.G. 163) and insert in lieu thereof the following:
 - (viii) 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. Insert the following new subclause (vii) in clause 5 Overtime:
 - (vii) Reasonable Overtime
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (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 paragraph (b) what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Refinery Operator and Process Operator (96%)	506.50	17.00	523.50
Assistant Refinery Operator and Seeding Plant Operator (92.4%)	491.50	17.00	508.50
Assistant Seeding Plant Operator, Assistant Process Plant Operator and Packaging Plant Operator (89.9%)	481.10	17.00	498.10
All Others (83%)	452.90	17.00	469.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	2002 Amount \$	2003 Amount \$
1	2(iv)	Removing grease by Anderson Kerrick or similar steam method per hour	0.38	0.39
2	2(v) (a) 2(v) (b)	Cleaning pits, tanks, vats, sumps and / or drains per hour Continuously employed in the above per week	0.66 15.30	0.68 15.80
3	2(vi)	Clothing Allowance per week	2.04	2.10
4	2(iii)	Leading Hands (per week) (a) in charge of 3 to 6 employees (b) in charge of 7 to 10 employees (c) in charge of 11 to 15 employees (d) in charge of more than 15 employees	17.10 21.10 25.30 31.60	17.60 21.80 26.10 32.60
5	7(i)(iii)	Meal Allowance (a) in excess of 1 hours overtime	7.45	7.65

		(b) in excess of four hours overtime	7.45	7.65
		(c) with notice of overtime	7.45	7.65
6	19	First Aid Allowance per day or shift	2.15	2.20

"Note": All expense related allowances in this award have been varied in accordance with CPI adjustments up to and including the March quarter 2003.

4. This variation shall take effect from the first full pay period to commence on or after 12 November 2003.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(507)

SERIAL C2132

NURSERIES 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 3514 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (g) of clause 5, Wages, of the award published 12 April 2001 (323 I.G. 1041), and insert in lieu thereof the following:
 - (g) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2003. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Insert a new subclause (e) in clause 6 Overtime:
 - (e) Reasonable Overtime
 - (i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (ii) 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.
 - (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family and carer responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

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

(1) Adult Employees -

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Senior Nursery Tradesperson	566.90	17.00	583.90
Nursery Tradesperson	525.20	17.00	542.20
Mobile Nursery Person	494.00	17.00	511.00
Trainee Nursery Person	473.20	17.00	490.20
Micro-Propagation Processor	473.20	17.00	490.20
Nursery Hand	452.30	17.00	469.30

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Existing Allowance \$	Amount \$
1	16(b)	First-aid	1.60	1.65
2	18 (a)	Meal Allowance	8.00	8.25

"Note". These allowances are contemporary for expense related allowances as at 30 March 2003 and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

5. This variation shall take effect from the first full pay period to commence on or after 19 July 2003.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(511)

SERIAL C2133

NUT FOOD MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3514 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (v) of clause 4, Rates of Pay of the award published 15 February 2002 (331 I.G. 357), and insert in lieu thereof the following:
 - (v) 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. Insert the following new subclause (vi) in clause 12 Overtime:
 - (vi) Reasonable Overtime
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (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 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 employer of the overtime and by the employee of his or her intention to refuse it; and
- (5) any other relevant matter.

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

PART B

MONETARY RATES

Table 1 - Wages

(i) Adult Employees -

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Roaster and/or fryer (96%)	491.75	17.00	508.75
Mayonnaise Plant Operator (96%)	491.75	17.00	508.75
Distributor and Dispatcher (92.4%)	478.90	17.00	495.90
All other adult employee* (87.9%)	463.60	17.00	480.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	4 (iii)	Leading Hands: In charge of 3 to 6 employees In charge of 7 to 10 employee In charge of 11 to 15 employees In charge of more than 15 employees	20.75 24.30 30.80 37.85	21.40 25.10 31.80 39.05
2	14 (i) & (iii)	Meal Allowance	8.75	9.00
3	26 (ii)	First-aid Allowance	2.55	2.65

"Note": These allowances are contemporary for expense related allowances as at 30 March 2003, and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

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

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(341)

SERIAL C2134**PEST CONTROL INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3514 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (e) of clause 3, Wages, of the award published 24 November 2000 (320 I.G. 592), and insert in lieu thereof the following:
 - (e) The rates of pay in this award include the adjustments payable under the State Wage Case of 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 subclause (d) of clause 5 Overtime and insert in lieu thereof the following:
 - (d) Reasonable Overtime
 - (i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (ii) 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.
 - (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;

- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

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

PART B

MONETARY RATES

Table 1 - Wages

Group No	Classification	SWC 2002 Amount	SWC 2003 Adjustment	SWC 2003 Amount
		\$	\$	\$
	Trainee	431.40	17.00	448.40
1	Grade 1	456.80	17.00	473.80
2	Fumigator/Technician	469.90	17.00	486.90
3	Senior Fumigator/Technician	485.50	17.00	502.50
4	Inspector	531.35	17.00	548.35

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	3(d)	Leading Hand: 2-5 employees	0.47 per hour	0.49 per hour
2	3(d)	Leading Hand: 5-10 employees	0.64 per hour	0.66 per hour
3	3(d)	Leading Hand: more than 10 employees	0.83 per hour	0.86 per hour
4	6(c)	Meal allowance	9.90	10.20
5	6(d)	Meal allowance - Overtime or work past 12 noon	9.90	10.20
6	14(b)	Living away from home allowance	372.75 p/week	389.90 p/wk
7	17(b)	First-aid allowance	2.25 per day or shift	2.30 per day or shift

"Note". These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first full pay period to commence on or after 25 July 2003.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(541)

SERIAL C2135

POTATO CRISP MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3514 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (v) of clause 5, Rates of Pay, of the award published 10 August 2001 (326 I.G. 1011), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2003. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Insert the following new subclause (iv) in clause 6 Overtime:
 - (iv) Reasonable Overtime
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (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 paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;

- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

- (i) Adult Employees -

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator (Arnotts)	554.40	17.00	571.40
Packing Machine Operator, Fork Lift Truck Driver (Arnotts)	552.00	17.00	569.00
Waste Water Treatment and Plant Operator (Arnotts)	558.90	17.00	575.90
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator	545.10	17.00	562.10
Packing Machine Operator, Fork Lift Truck Driver	542.70	17.00	559.70
Waste Water Treatment and Plant Operator	538.90	17.00	555.90
Cook Grade 2, Extrusion Machine Operator Grade 2, Other Machine Operator, Packet Weight Controller using calculator, Pallet Checker and Recorder and Palletiser, Wet End Attendant, Packaging Machine Operator (Training)	518.60	17.00	535.60
Person who, in the course of a shift, cleans toilets	510.60	17.00	527.60
Other employees not elsewhere classified	507.70	17.00	524.70

- (ii) Juniors - Junior employees shall be paid the following percentages of the rate of pay for the classification "Other employees not elsewhere classified", calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2.5 cents to be disregarded:

	Percentage
At 16 years of age and under	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	95

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	5(ii)	Leading Hand Allowance	32.20 per week	33.20 per week

2	5(iv)	Team Leader - Arnotts Foods only	51.75 per week	53.40 per week
3	3(iii)(b)	Afternoon Shift Allowance	72.80 per week	75.10 per week
4	3(iv)(b)	Night Shift Allowance	144.65 per week	149.30 per week
5	8(vi)	Meal Allowance	7.50 per meal	7.75 per meal
6	16(iii)	First-aid Allowance	1.95 per day	2.00 per day

"Note" These allowances are contemporary for expense related allowances as at 30 March 2003 and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first full pay period to commence on or after the 24 July 2003.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(570)

SERIAL C2136**RACE CLUBS 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 3514 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (1) of clause 2, Arbitrated Safety Net Adjustment of the award published 24 August 2001 (327 I.G. 95), and insert in lieu thereof the following:
 - (1) 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. Insert the following new subclause (5) in clause 10 Overtime:
 - (5) Reasonable Overtime
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (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 paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

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

PART B

MONETARY RATES

Table 1 - Rates of Wages

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Race Club Employee 1 - 110%			
Track Foreman	567.00	17.00	584.00
Foreman Gardener	567.00	17.00	584.00
Race Club Employee 2 - 100%			
Tradesman	525.20	17.00	542.20
Race Club Employee 3 - 92.4%			
Leading Hand (Track and Maintenance)	491.50	17.00	508.50
Leading Hand (Gardener)	491.50	17.00	508.50
Race Club Employee 4 - 89%			
Track Crossing Attendant	477.30	17.00	494.30
Propagator	477.30	17.00	494.30
Race Club Employee 5 - 86%			
Gardener (as defined)	464.80	17.00	481.80
Fettler	464.80	17.00	481.80
General Track or Maintenance Hand	464.80	17.00	481.80
Race Club Employee 6 - 82%			
General Maintenance Labourer and Cleaner	448.10	17.00	465.10
Employee not else where classified	448.10	17.00	465.10
Race Club Employee 7 - 78%			
Employee undertaking up to 3 months on the job training	431.40	17.00	448.40
Plant Operators			
Plant Operator 1 - (92.4%)	491.50	17.00	508.50
Plant Operator 2 - (87.4%)	470.70	17.00	487.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	3 (2) (a)	Employee other than a Plant Operator, required to use a scythe or operate a power mower	1.75 per day or part thereof	1.80 per day or part thereof
2	3 (2) (b)	Employee other than a Plant Operator, required to operate a tractor with or without attachments and/or front end loader	1.75 per day or part thereof	1.80 per day or part thereof
3	3 (2) (c)	Employees required to use pesticides, weedcides Or poisonous sprays	1.85 per day	1.90 per day
4	3 (2) (d)	First-aid Allowance	2.42 per day	2.50 per day
5	3 (2) (e)	Meal Allowance for overtime	7.65	7.65
6	3 (2) (f)	Horse handling allowance	1.75 per day or	1.80 per day or

			part thereof	part thereof
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"Note": These allowances are contemporary for expense related allowances as at 30 March 2003, and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

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

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(607)

SERIAL C2137**SOAP AND CANDLE MAKERS (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3514 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete clause 2, Safety Net Commitments, of the award published 6 July 2001 (325 I.G. 1033), and insert in lieu thereof the following:

2. Safety Net Commitments

- (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Insert the following new subclause (vii) in clause 12 Overtime:
 - (vii) Reasonable Overtime
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (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 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 employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

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

PART B

MONETARY RATES

Table 1 - Wages

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Group I - Employee in charge of soap Making Chemithon Plant Operator	463.50	17.00	480.50
Group II - Soap Boiler, including the finishing of Soap Pan Tower Operator Granulation Plant Operator Fork Lift Operator	452.40	17.00	469.40
Group III - Employees working at Pans Kettle Operator Amalgamator and Mill Operator Glycerine Room Operator Wrapping Machine Operator Automatic Stamping Machine Operator Liquid Detergents Operator Mixing (Non-soap Detergents) Operator Screens and Dosing Operator Soap Dryer Operator Tallow Beaching Machine Adjuster, all locations Chemithon Assistant Operator Weight Controller	444.20	17.00	461.20
Group IV - Malleys Dust Collector Jet Room Operator Employees engaged in mechanical and/or hand crushing Employee melting out oils and fats Employee pumping oil to soap pans and kettles Treatment - hand, glycerine Assistant mixer operator, non-soapy detergent Powder Reclaiming Operator	438.50	17.00	455.50
Group V - Employees engaged in open air stacking, handling and receiving raw materials Employee filing, trucking, weighing, etc. Employee on automatic sealing machine Soda Boiler Employee not elsewhere classified	432.70	17.00	449.70

	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Stearine and Candles -			
Candle Maker	439.30	17.00	456.30
Stillman	437.10	17.00	454.10
Candle Moulder	433.70	17.00	450.70
Stearine Press Operator	431.40	17.00	448.40
Employees concentrating candle crude glycerine	431.40	17.00	448.40
Operator in charge of flat splitting plant	437.10	17.00	454.10
General Hand not elsewhere classified	431.40	17.00	448.40
Candle Manufacturer	431.40	17.00	448.40
All others	432.70	17.00	449.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	5(iv)	Leading Hand Allowance - In charge of 3 to 6 employees In charge of 7 to 10 employees In charge of 11 to 15 employees In charge of more than 15 employees	18.90 23.45 28.25 35.00	19.50 24.20 29.15 36.10
2	5(v)	Employees engaged in cleaning pits, tanks, vats and/or stumps and/or evaporator tubes	0.73	0.75
3	5(vi)	Employees required to empty bags of soda ash by hand	0.72	0.74
4	5(vii) 27(ii)	First-aid Attendant	2.40	2.50
5	15(i), 15(iii)	Meal Allowance - Overtime in excess of four hours Notified of overtime	8.20 8.20	8.45 8.45

"Note": These allowances are contemporary for expense related allowances as at 30 March 2003 and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 15 August 2003.

T. M. KAVANAGH J.

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(669)

SERIAL C2138**TOYMAKERS' 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 3514 of 2002)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (i) of clause 3, Wages, of the award published 8 June 2001 (325 I.G. 404), and insert in lieu thereof the following:

- (i) Adults - The minimum rates of pay for the classifications in this Award are set out hereunder.
- (a) Employees engaged in the manufacture or preparation of soft toys and or dolls of all descriptions (including clay, rubber and sawdust) shall be paid the following rates of pay:

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Cutter - out	439.70	17.00	456.70
Press operator - all materials except cloth	437.70	17.00	454.70
Mould reproducer	434.30	17.00	451.30
Spray gun operator	434.30	17.00	451.30
Grinder or Buffer	433.10	17.00	450.10
All other adult employees	431.40	17.00	448.40

- (b) Employees engaged in the manufacture and/or preparation of wooden toys shall be paid the following rates of pay:

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Sawyer	439.70	17.00	456.70
Sanding machine operator	434.30	17.00	451.30
Spray gun Operator	434.30	17.00	451.30
All other employees	431.40	17.00	448.40

2. Delete subclause (vii), of clause 3, Wages of the award published 8 June 2001 (325 I.G. 404), as varied, and insert in lieu thereof the following:

- (vii) The rates of pay in this award include the adjustments payable under State Wage Case 2003. These adjustments may be offset against:
- (a) any equivalent overaward payment; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

3. Insert the following new subclause (v) in clause 4, Overtime:

(v) Reasonable Overtime

- (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (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 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 employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

4. This variation shall take effect from the first full pay period to commence on or after 31 March 2004.

T. M. KAVANAGH *J.*

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VEGETABLE OILS, &c., 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 3514 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete clause 4, State Wage Case Adjustments of the award published 24 August 2001 (327 I.G. 183) and insert in lieu thereof the following:

4. State Wage Case Adjustments

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. Insert the following new subclause (vii) in clause 7, Overtime.
 - (vii) Reasonable Overtime
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (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 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 employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

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

PART B

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

(i) Adult Employees -

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Level One: (96%) Solvent Extractor, Refiner	506.50	17.00	523.50
Level Two: (89.9%) Machine Operators, Assistant Refiner, Press Person, Employee Working Expellers, Oil Pumperson, Delinter and/or Dehuller Operator, Forklift Operator, Meat Packer and Sewer	481.10	17.00	498.10
Level Three: (87.4%) Crusher Feeder, Solvent Extractor Hand, Baler Operator, Seed Intake Operator	470.70	17.00	487.70
Level Four: (83%) All Others	452.40	17.00	469.40

Table 2 - Other Rates and Allowances

Item No.	Clauses No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	3(iii)	Leading Hand Allowance In charge of 3 to 6 employees	18.20	18.80
2		In charge of 7 to 10 employees	22.50	23.20
3		In charge of 11 to 15 employees	27.10	28.00
4		In charge of over 15 employees	33.90	35.00
5	3(v)	During Cotton Seed Operations	0.22 per hour	0.23 per hour
6	9	Meal Allowance	8.75	9.00
7	20	First-Aid Allowance	2.10 per day or shift	2.15 per day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 March 2003 and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first full pay period to commence on or after 17 November 2003.

T. M. KAVANAGH J.

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(438)

SERIAL C2140**MANNEQUINS AND MODELS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3357 and 3358 of 2003)

Before The Honourable Justice Kavanagh

1 July 2003

VARIATION

1. Delete subclause (a) of clause 4, Arbitrated Safety Net Adjustment of the award published 9 February 2001 (322 I.G. 172) 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:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay, of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Rates of Pay

Description	Annual Leave \$	Total Rate \$
Single parades concluding up to and including 6.00pm	8.84	111.70
Single parades concluding after 6.00pm	9.56	124.15
Rehearsals	1.39	18.09
Manufacturer's and/or Agents day showings - One showing - not exceeding two hours		
City	2.91	37.70
Suburbs	3.33	43.22
Half-day showing - not exceeding four hours		
City	4.96	64.44
Suburbs	5.37	69.92
Full-day showing - not exceeding eight hours		
City	8.61	111.94
Suburbs	9.05	117.75
Work performed before 9.00am or after 5.30pm	1.39	18.09
Evening showing independent of day showings	8.31	106.77
Not more than three consecutive hours, Monday to Friday, City plus Chatswood and Bondi	4.68	61.52
Suburbs excluding Chatswood and Bondi	5.41	70.96
Not more than one and a half consecutive hours, Saturday, City plus Chatswood and Bondi	2.84	36.68
Suburbs excluding Chatswood and Bondi	3.06	39.59

Work performed by other than in accordance with the above hours	1.41	18.34
Up to and including one hour	2.49	32.31
Up to and including two hours	4.39	56.91
Up to and including three hours	6.46	84.02
Up to and including four hours	8.34	107.95

Up to and including five hours	10.00	129.37
Up to and including six hours	12.09	156.92
Up to and including seven hours	13.64	177.74
Up to and including eight hours	15.69	204.10

3. Delete Item numbers 1 and 2 of Table 2 - Other Rates and Allowances, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3 Part A (iv)(a) and (b)	Comperes: (a) not required to prepare own script (b) required to prepare own script	7.37 14.53
2	3 Part C	Fitting of garments other than on the day of Engagement	22.44 per hour

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

T. M. KAVANAGH *J.*

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(480)

SERIAL C2171

MISCELLANEOUS GARDENERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3727 of 2003)

Before Commissioner Bishop

19 August 2003

VARIATION

1. Delete paragraph (b) of subclause (i) of clause 10, Wages, of the award published 20 April 2001 (324 I.G. 16), as varied, and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (1) any equivalent over award payments; and/or
 - (2) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former Rate Per Week \$	SWC 2003 \$	Total Rate Per Week \$
Introductory Level	431.40	17.00	448.40
Level 1	448.10	17.00	465.10
Level 2	470.60	17.00	487.60
Level 3	491.50	17.00	508.50
Level 4	525.20	17.00	542.20

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	11(i)	Leading Hand Allowance	21.59 per week, or 4.31 per day
2	11(ii)	First Aid Certificate	11.75 per week
3	11(ii)	First Aid Certificate	2.35 per day
4	11(iii)	Meal Money	7.21 per meal

3. Delete clause 12, Overtime, and insert in lieu thereof the following:

12. Overtime

- (i) All time worked in excess of and/or outside ordinary working hours shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. For the purpose of computing overtime, each day's work shall stand alone.

(ii)

- (a) Subject to paragraph (b), an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (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 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's responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (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
 - (5) any other relevant matter.

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

E. A. R. BISHOP, Commissioner.

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(489)

SERIAL C2141

MOTOR VEHICLE SALESPERSON (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3359 and 3360 of 2003)

Before The Honourable Justice Kavanagh

01 July 2003

VARIATION

1. Delete clause 5, Arbitrated Safety Net Adjustment, of the award published 3 November 2000 (319 I.G. 1092), and insert in lieu thereof the following:

5. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case May 2003. These adjustments may be offset against:

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

Table 1 - Adult Wages

Group	Classification	Total Rate \$
1	Motor Vehicle Salesperson	542.20
2	Probationary Salesperson	508.50

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(A)(ii)	Exhibitions (Royal Easter Show, etc.)	15.95 per night
8	13	Sunday Loading: (a) if more than half a day is worked (b) if half a day or less is worked	108.37 54.18

4. Delete Table 3 - Training Wage - Skill Level A, and Table 4 - Training Wage - Skill Level B, and insert in lieu thereof the following:

Table 3 - Training Wage - 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 industry/skill level A.

School Leaver	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$

	162.00 (50%)* 189.00 (33%)	201.00 (33%) 227.00 (25%)	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	
plus 5 years or more	424.00		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20%.

Table 4 - Training Wage - 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.

School Leaver	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
	162.00 (50%)* 189.00 (33%)	201.00 (33%) 227.00 (25%)	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	
plus 5 years or more	406.00		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20%.

5. This variation shall take effect from the first full pay period commencing on or after 24 August 2003.

T. M. KAVANAGH *J.*

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(942)

SERIAL C2046

ONESTEEL WIRE PTY LTD NEWCASTLE FENCE POST PLANT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by OneSteel Wire Pty Ltd.

(No. IRC 3338 of 2003)

Before The Honourable Mr Deputy President Harrison

4 July 2003

VARIATION

1. Delete from subclause (ii) of clause 2, Rates of Pay, of the award published 16 August 2002 (335 I.G. 1027), the words "Sweeper and Labourer" and insert in lieu thereof the word "Entry":
2. Delete subclauses (i), (ii) and (iii) of clause 4, Mixed Functions, and insert in lieu thereof the following:
 - (i) Employees shall retain the rate of pay of their ordinary classification for all work performed by them.
3. Delete section (A) of sub-paragraph (2) of paragraph (a) of subclause (iv) of clause 21, Annual Leave, and insert in lieu thereof the following:
 - (A) their award time work rate of pay for ordinary time at the commencement of their annual leave as prescribed by clause 2, Rates of Pay and clause 3, Leading Hands; and
4. Delete Table 1 - Wages (Award Margin Plus Basic Wage), of Part B, Monetary Rates, and insert in lieu thereof the following:

Classification	Rate of Pay applicable from the first pay period to commence on or after 18 June 2003
Entry	\$498.00
Plant Servicer	\$535.80
Operator 1	\$535.80
Operator 2	\$560.20
Team Leader	\$606.00

5. This variation shall take effect from the first pay period to commence on or after 18 June 2003.

R. W. HARRISON *D.P.*

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(697)

SERIAL C2128

VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3361 and 3362 of 2003)

Before The Honourable Justice Kavanagh

1 July 2003

VARIATION

1. Delete subclause (b) of clause 6, Wage Rates of the award published 22 November 2002 (337 I.G. 65), and insert in lieu thereof the following:
 - (b) 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 Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages - Adult Weekly Employees**

Wage Group Level	Total Rate per week \$
1	448.40
2	465.10
3	508.50
4	524.30

Table 2- Wages - Junior Weekly Employees

Classification	Percentage	Rate per Week \$
Group B	(Percentage of Level 1)	
Under 17 years	47.5	213.00
At 17 years	50	224.20
At 18 years	62.5	280.25
At 19 years	75	336.30
At 20 years and over	87.5	392.35
Group A	(Percentage of Level 3)	
Under 17 years	47.5	241.55
At 17 years	50	254.25
At 18 years	62.5	317.80

At 19 years	75	381.40
At 20 years and over	87.5	444.95

Table 3 - Wages - Casual Driveway Attendants

Classification	Percentage	Rate per hour \$
Rate 1 - Monday to Friday		
Under 18 years	50	7.48
At 18 years	62.5	9.35
At 19 years	75	11.22
At 20 years and over	100	14.96
Rate 2 - Saturday, Sunday and Public Holiday		
Under 18 years	50	9.63
At 18 years	62.5	12.04
At 19 years	75	14.45
At 20 years and over	100	19.26
Rate 3 - Overtime		
Under 18 years	50	4.04
At 18 years	62.5	5.04
At 19 years	75	6.05
At 20 years and over	100	8.07
Rate 4 - Console Allowance		
Under 18 years	50	0.28
At 18 years	62.5	0.28
At 19 years	75	0.27
At 20 years and over	100	0.27

Table 4 - Wages - Casual Console Operators

Classification	Percentage	Rate per hour \$
Rate 1 - Monday to Friday		
Under 18 years	50	8.44
At 18 years	62.5	10.55
At 19 years	75	12.66
At 20 years and over	100	16.88
Rate 2 - Saturday, Sunday and Public Holiday		
Under 18 years	50	10.84
At 18 years	62.5	13.55
At 19 years	75	16.26
At 20 years and over	100	21.68
Rate 3 - Overtime		

Under 18 years	50	4.65
At 18 years	62.5	5.81
At 19 years	75	6.97
At 20 years and over	100	9.29

Table 5 - Wages - Training - Skill Level A

Skills Level A - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	162.00 (50%)* 189.00 (33%)	201.00 (33%) 227.00 (25%)	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	
Plus 5 years or more	424.00		

* Figures in brackets indicate proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20%.

Table 6 - Wages - Training - Skill Level B

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	162.00 (50%)* 189.00 (33%)	201.00 (33%) 227.00 (25%)	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	
Plus 5 years or more	406.00		

* Figures in brackets indicate proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20%.

Table 7 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6(1)(c)	Console Allowance	8.35 per week
2	6(1)(d)	Leading Hand Allowance - In charge of - 3 to 10 employees 11 to 20 employees 21 or more employees	23.55 per week 35.45 per week 45.05 per week
3	10(a)	Confined spaces	0.52 per hour
4	10(b)(i)	Dirty work	0.41 per hour

5	10(b)(ii)	Dirty work - minimum payment any day/shift	1.60 day/shift
6	10(c)(i)(1)	Hot places - 46 - 54 degrees Celsius	0.41 per hour
7	10(c)(i)(2)	Hot places - in excess of 54 degrees Celsius	0.52 per hour
8	10(d)	Livestock transports - working on stock compartments	0.41 per hour
9	10(e)	First Aid Qualifications	10.80 per week
10	10(g)	Handling glass or slagwool	0.52 per hour

Table 8 - 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	
Plus 5 years or more	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	11.74
Plus 3 years	10.00	11.74	13.36
Plus 4 years	11.74	13.36	
Plus 5 years or more	13.36		

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 4 July 2003.

T. M. KAVANAGH J.

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