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INDUSTRIAL GAZETTE

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(1008)

SERIAL C2229

THE AUSTRAL BRICK COMPANY PTY LIMITED (MECHANICAL MAINTENANCE EMPLOYEES, EASTWOOD) ENTERPRISE AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Clay Brick & Paver Association of New South Wales, industrial organisation of employers.

(No. IRC 7080 of 2002)

Before The Honourable Justice Kavanagh

11 February 2003

AWARD

1. Parties

The Austral Brick Company Pty Limited (the Company) and Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch (the Union).

2. Application

- (a) This Paid Rates Award is binding on The Austral Brick Company Pty Limited, mechanical maintenance employees of the said Company, and The Australian Manufacturing Workers' Union representing their members, employees of the Company, in respect to employment conditions and rates of pay for the Company's employees engaged in mechanical maintenance at the Company's Plant at Eastwood in New South Wales.
- (b) This Award will fully replace the Austral Brick Company Pty Ltd (Mechanical Maintenance Employees Eastwood) Enterprise Award 2000 published 25 May 2001 (324 I.G. 1333). It is to be read in conjunction with The Metal, Engineering and Associated Industries (State) Award except to the extent that where there is an inconsistency with the latter Award, this Enterprise Award will prevail.

3. Arrangement

Clause No.	Subject Matter
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19. No Extra Claims

4. Period of Operation

This Award will operate from the first pay period after 13 December 2002 and will continue in force until 13 December 2005, subject to the provisions of the New South Wales *Industrial Relations Act* 1996.

5. Labour Flexibility

Tradespersons will perform a wide range of duties, including work which is incidental or peripheral to their main tasks or functions according to their training and competency. They also agree to run the grinding pans for production in conditions of high absenteeism.

The fitters agree to undertake purchasing and stores work for maintenance needs under direction of the production manager in the absence of a plant engineer at the Eastwood site.

The fitters agree to undertake training in forklift operation and to sit for a forklift license test provided the company pays all associated costs. After completion of this training the fitters agree to extend their previous undertaking to stand in for pan operators due to excessive absenteeism to include forklift operations associated with production. The use of these forklift skills will be limited to two hours per day after reaching agreement with the Brick Tile & Pottery Union delegate on the need.

Employees will comply with all reasonable requests to transfer and to perform any work covered by this Award. The following list is a suggested series of jobs which could be done by both the maintenance trades employees and production employees, providing that the production employees have had training in Mechanical Skills Basic (Email Course) or appropriate accredited training:

Under Supervision -

- Blow bars turned over or replaced
- Scrapers adjusted on pit conveyors
- Offsider to fitters during machine breakdown
- Rollers adjusted on pit conveyors

With training and, where appropriate, with accredited training:

- Remove and replace guards
- Rough oxy cutting
- Buckets replaced on elevators
- Replace screen mesh
- Replace rubber chutes
- Welding work (provided the employee has received accredited training and can demonstrate sufficient competencies to the satisfaction of the maintenance department)

In carrying out duties, employees will take all necessary steps to ensure the quality, accuracy and completion of any task. Where a machine breakdown occurs, employees will be required to take measures to ensure that the plant is kept clean and free from spent materials and other items resulting from or in connection with the production process.

When no electricians are available on site, check basic electrical faults, fuses, machine elements etc if the fitter has been trained in Basic Electrics.

The fitters agree to participate in a training program to obtain restricted electrical licenses which would enable them to safely disconnect and reconnect electric motors during change-out. The course involved is the National Restricted Electrical License (7774) it is available at Granville TAFE 2 nights per week for 9 weeks; the company will reimburse the employee for the TAFE fees and associated costs of the course on satisfactory completion.

The company will recognise and reward these extra skills (in accordance with the National Metal and Engineering Competency Standards) as progression towards the C9 classification and pay tradesmen who have successfully completed the course at the level 102.5% of the prevailing C10 fitters rate at Eastwood.

Any direction given by management will be consistent with the Company's obligations under the *Occupational Health and Safety Act 2000* and its regulations 2001.

6. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

The parties undertake to continue to co-operatively and positively work towards creating the most efficient means of providing maintenance and tooling requirements for overall quality workmanship.

They will continue to identify work practices and work/job organisation which mitigate against maximising maintenance and "tooling up time". These items may include cost control, reduced down time and efficient administration of the engineering stores.

Also they agree to repair refractory doors in the kiln, during an emergency and the maintenance personnel agree that they will test run all machinery after repairs have been carried out.

When there is no mechanic on site, the fitters agree to repair seals in brick head forks and change tyres.

It is recognised by both parties that the continuation of this process assists attitudinal change which manifests itself into areas of improvement, such as communication.

The recognised metal industry union picnic day will continue to be added on to annual leave.

The unpaid lunch break of 20 minutes will continue to provide extra coverage of the plant and improve productivity. The unpaid lunch break of 20 minutes will also be rostered to suit production needs.

(Productivity undertaking by the Metal Trades Employees at Eastwood for EBA 2002)

It is recognised by the parties to this award that increasing competitive pressures are upon the brick industry as a result of new technology, new products and new building systems. These concerns are validated by the loss of employment opportunities in the claypipe industry over the last decade.

It is agreed that the Eastwood Plant has a limited and indeterminate life due to shortage of raw materials and increasing environmental pressures. However the parties to this award are concerned that the operation of the site continues to achieve the highest levels of safety, quality, productivity and efficiency possible so that the plant remains competitive in the face of the new technological and commercial pressures discussed above. In this manner the common interests of the company and its maintenance employees will be maximized during the remaining life of the operation.

For these reasons the union and its members agree to actively work in co-operation with management of The Austral Brick Company to achieve its goal of increasing the productivity of plant personnel by adopting best practice initiatives that take advantage of developments in technology and production management systems (examples of which are automation, video and telecommunications as well as computerisation).

The parties to the award recognise that the adoption of a best practice program is in the interest of the company and its employees who will benefit by acquiring up to-date skills. These skills will improve the quality of the employees worklife at Austral and are also transferable across industries and will therefore maintain the longterm employability of its members.

These skills will be nationally recognised through the national metal and engineering competency standards and where obtained and utilised on site shall be paid as per the classification levels stated in the award.

7. Wage Adjustment

- (a) All employees will receive increases to their current rates of pay, excluding travel, first aid and ancillary allowances. Rates of pay include payment in lieu of all disability allowances such as heat, dirt and confined space. Rates also include payment in lieu of phone rental being reimbursed by the Company and employees are to maintain a phone connection for the Company to contact them.

Increases to rates of pay are as follows:

- (i) 4% per week for all purposes of the Award, effective from the beginning of the first full pay period to commence on or after 30th September 2002 and a further 4% for all purposes of the Award from the beginning of the first full pay period to commence on or after 30th September 2003. There will be a final 4% increase for all purposes of the Award effective from the beginning of the first full pay period to commence on or after 30th September 2004.
- (ii) Key Performance Indicators (KPI) will no longer be paid but will be replaced by a weekly attendance allowance. This attendance allowance has been structured by the incorporation of all weekly, monthly and yearly incentives (including KPI's, Kmart vouchers and attendance allowances) into one weekly attendance bonus which will provide a \$120 weekly attendance bonus for the fitters at Eastwood.

The new attendance bonus will be lost to any employee who takes a single day off in any week. Any person who goes home sick after a minimum of four hours on any day or who is late by a total of not more than 2 hours in a pay week will not lose the attendance bonus. Any person who is off work by prearranged and authorised LWOP will only lose the bonus for that day.

There will be an exception to this for one single days absence per year if the employee provides a Doctors certificate for the day.

It is understood that this attendance bonus would be included in the definition of ordinary time earnings and is therefore payable for the purpose of annual leave, long service leave and redundancies.

To allow for the 8 months which have elapsed so far this year, the good attendance bonus of \$25 per day will be payable on eight twelfths of the total sick days payable this year only.

Likewise the next due date for K'Mart safety vouchers will be the last paid for Eastwood fitters.

- (iii) The minimum weekly rates of pay for full time employees under this Award are set out in clause 16 of this Award. Current rates of pay for employees may be found in the Company's pay rates manual.
- (b) Part-time Employees
- Part time employees will be paid at the hourly rate of one thirty eighth of the appropriate wage rate of this Award, with a minimum payment of 4 hours each day.
- (c) Casual Employees
- The hourly rate of pay for casual employees will be calculated by dividing the appropriate weekly rate of pay by 38 plus 15%, with a minimum payment for 2 hours each day.
- Such employees will be entitled to a payment on termination equivalent to one twelfth of their gross earnings.
- (d) Rates of Pay for Apprentices

Four Year Term	% of Ordinary Weekly Base Rate for the Classification of Tradesperson
First Year	42
Second Year	55
Third Year	75
Fourth Year	88

(e) Rates of Pay for Juniors

Unapprenticed Junior	% Of Rate For "C10"
Under 16 years of age	36.80%
At 16 years of age	47.30%
At 17 years of age	57.80%
At 18 years of age	68.30%
At 19 years of age	82.50%
At 20 years of age	97.70%

- (f) The Company will pay, in addition, 9 % as from 1 July 2002 of any of the above rates in the form of occupational superannuation (adjusted from time to time in accordance with the Superannuation Guarantee Legislation).
- (g) The company agrees to bring the fitters overtime conditions into line with the production workers at Eastwood. This means that overtime rates would go to double time after two hours instead of the current three hours.

8. Career Path Structure

The parties will maintain career path structures based on defined competency modules that will enable employees to progress through the structure to more interesting and varied jobs.

9. Supply of Clothing

The Company will supply employees with three pairs of overalls or three sets of shirts and pants and one pullover per year of service. A jacket will be provided on an "as needs" basis.

10. Communication and Consultation

The parties will meet throughout the period of this Award to discuss issues relating to the operation of the Award for improving productivity and efficiency.

Employees who attend conferences and/or meetings for this purpose will be paid for the time spent at such events.

11. Disputes Procedure

The parties will confer in good faith with a view to resolving any problem by direct consultation and negotiation while work continues as normal.

Disputes will be settled in accordance with the following procedure:

- (a) Where an employee or delegate has submitted a request to a supervisor (or a more senior representative of management) about any matter connected with employment, and that request has been refused, the employee may, if the employee so desires, ask the union delegate to submit the matter to management.

The Company will reply promptly within 24 hours if the appropriate person can be contacted.

- (b) If not settled at this stage, the matter will be formally submitted by a State official of the Union to the Company.
- (c) If not settled at this stage, the matter will then be discussed between representatives of the Union and the Company who may be such officers or representatives as the Union and Company may desire.
- (d) If the parties fail to resolve the dispute it will be notified to the Industrial Relations Commission for the purpose of ensuring that all avenues of conciliation and mediation are fully explored.
- (e) Without prejudice to either party, work will continue in accordance with the Award while the matters in dispute are being dealt with in the manner laid down in this clause.

12. Anti-Discrimination

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

NOTES -

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

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

13. Drugs and Alcohol

All Company sites are to be free from the consumption of alcohol, or other mood altering substances.

When the senior supervisor on site in consultation with the safety committee or union representative feels an employee's health has deteriorated to a point where they are unable to carry out their normal duties efficiently, or that they are deemed a danger to themselves or other employees; then the works manager or other senior manager will be notified.

If the works manager is in agreement then arrangements will be made to have that person removed from site and taken home so that they are isolated from danger to themselves and others. The works manager will discuss the circumstances with the employee concerned prior to them recommencing work on their next shift.

Upon re-occurrence of the above circumstances the person concerned will be requested to attend a medical practice to establish the reason for the deterioration in their fitness for duty.

Repeated instances of this nature where it has not been established that this is the result of a bona-fide medical condition will be dealt with through counselling including the involvement of the company's "Employee Assistance Provider".

Ultimately if the above procedures do not satisfactorily resolve the situation then it will be dealt with in accordance with the company's disciplinary procedure.

Employees found consuming illegal drugs or alcohol (outside of responsibly organised company functions) at work will be summarily dismissed for misconduct as per this award.

14. Disciplinary Procedure

The following procedure will be adhered to by the Company and the Employees:

- (a) Employees who exhibit unsatisfactory performance or behaviour will be counselled so that they understand the standards expected of them, and will be offered assistance and guidance in achieving those standards
- (b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- (c) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If at the end of this period the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal after the issuing of three written warnings may be taken.
- (d) Nothing in the procedure will limit the right of the Company to summarily dismiss an employee for serious and wilful misconduct.
- (e) At all stages of the disciplinary process the employee will be entitled to have another available employee or union representative present as a witness.
- (f) All warnings will only expire 12 months after the anniversary date of the relevant warning.

15. Redundancy

The company agrees to improve the Eastwood fitters' redundancy entitlements in line with those available to the Eastwood production employees, which are as follows:

15.1 Severance Pay

- (a) Payments will be made in accordance with the following scale:

Years of Service	Entitlement in Weeks Under 45 Years	Over 45 years
Less than 1 year	Nil	Nil
1 year and less than 2 years	4	5
2 years and less than 3 years	7	8.75
3 years and less than 4 years	10	12.5
4 years and less than 5 years	12	15
5 years and less than 6 years	14	17.5
6 years and less than 7 years	16	20

- (b) An employee with seven or more years' service will receive, in addition to the above payments, two and a half weeks' pay for each year of service over the seventh year; provided that the maximum amount of severance payments made in accordance with this clause will be capped at 52 weeks.

- (c) If the Company is part of a group of companies with sections other than brick making, employees may be offered work in any of those sections situated in the Metropolitan area. An employee accepting such a position will complete three months as a trial period to ascertain whether the work is suitable.

If the position is not suitable, and the employee leaves or is terminated during the trial period, the employee will be entitled to the payments set out in sub-clause (a) above.

- (d) "Week's Pay" means the all-purpose rate of pay for the employee concerned at the date of termination and will include, in addition to the ordinary rate of pay and over-award payments, bonuses, penalty rates and shift allowances.

15.2 Notice of redundancy

The conditions for notice period in relation to redundancy will be as per the award.

15.3 Other Issues

- (a) The company will also provide a professional outplacement service at the time of plant closure to assist the tradesmen with preparation of a resume and interview skills.

16. Rates of Pay

The minimum rates of pay for employees under this award is outlined below. The respective classifications for employees under this award are based on the classifications outlined under the Metal Engineering and Associated Industries (State) Award published 8 June 2001 (325 I.G. 209).

Adults	Rate as at 1/10/2002	Rate as at 1/10/2003	Rate as at 1/10/2004
C10	659.97	686.37	713.82
C9	686.39	713.85	742.40
C8	713.70	742.25	771.94

17. Other Rates and Allowances

Item No.	Brief Description	As At Date of Ratification \$
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1	Leading operator in charge of 3 - 10 people	25.83
2	Leading operator in charge of 11 - 20 people	38.61
3	Leading operator in charge of 21+ people	53.73
4	Senior leading hand	79.57
5	First-aid allowance - current holder of first-aid Qualifications	10.25 per week
6	Dedicated machine allowance - for employees Who work continually on one machine, with Specialised Experience on that machine	22.76
7	Meal Allowance - more than 2 hours overtime Without being given 24 hours notice	8.50

18. Engagement of Subcontract Or Casual Tradesmen

If the company is forced to engage casual/subcontract tradesmen in order to maintain short-term staffing leading up to plant closure those tradesmen shall be paid the appropriate on site rates and casual loadings.

19. No Extra Claims

The parties agree to make no additional claims during the life of this award.

T. M. KAVANAGH *J.*

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(853)

SERIAL C2058

EASTERN DISTRIBUTOR CONSENT (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, an industrial organisation of employers and a State Peak Council for Employers.

(No. IRC 3496 of 2003)

Before Commissioner Macdonald

7 July 2003

AWARD

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APPENDIX A

ORDINARY RATES OF PAY

INTRODUCTION**1. Title**

The short title of this Consent Award shall be the 'Eastern Distributor Consent Award 2002' ('Award').

2. Date of Operation

- 2.1 This Award shall commence on 1 October 2002. Its nominal term will be three years.
- 2.2 This Award replaces the former Eastern Distributor Consent Award published 18 January 2002 (330 I.G. 953), as varied, so far as that instrument relates to the classifications in this Award. Part A of this Award applies to Toll Collectors and Motorway Patrollers whose employment was formerly regulated by the former Eastern Distributor Consent Award. Part B of this Award applies to Motorway Patrollers whose employment was formerly regulated by the Eastern Distributor Flexible Shift Agreement.
- 2.3 The predecessor to this Award, the former Eastern Distributor Consent Award, was reviewed pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 18 December 1998 (308 IG. 307). The changes made arising from the Review took effect on 1 May 2001.

3. Joint Statement

- 3.1 This Award is between Leighton Contractors Pty Limited ('Employer'), and The Australian Workers' Union, New South Wales Branch (the 'Union'), acting on behalf of the Employees employed under this Award, who are eligible to be members of the Union and who are engaged to work on the Eastern Distributor.
- 3.2 This Award shall apply to the employment by the Employer of Employees classified as Toll Collector and Motorway Patroller required for the operations and maintenance work associated with the Eastern Distributor.

4. Interaction between Part A of this Award and Part B of this Award

- 4.1 Part A and Part B of this Award are independent of each other. Each Part, when read together with this Introduction and Appendix A, sets out exclusively the terms and conditions of Employees to whom that Part applies. Only one of either Part A or Part B of this Award will apply, at any particular time, to an Employee employed under this Award.

Despite this, certain clauses of Part A of this Award are incorporated by reference, with some modifications, into Part B. However, unless expressly incorporated by reference, no clause of Part A will apply to an Employee to whom Part B applies, and vice versa.

- 4.2 Part A of this Award applies to:

all Employees engaged to work as Toll Collectors;

those Employees engaged to work as Motorway Patrollers as Day Work Employees (as defined in Part A);

and those Employees engaged to work as Motorway Patrollers as Casual Employees (as defined in Part A).

Part B of this Award applies to Full-time and Part-time Employees engaged to work as Motorway Patrollers on Shift Work. The Employer reserves the right to engage permanent Employees of these classifications to work Day Work (as that term is defined by Part A) under the terms of Part A.

- 4.3 If the Employer no longer requires an Employee of one of these classifications to work Day Work (as that term is defined by Part A of this Award) under Part A, the Employee may be directed by the Employer to commence Shift Work (as that term is defined by Part B) and, therefore, from the date that the Employee commences Shift Work, Part B will apply to the employee.

Further, if the Employer and an Employee to whom Part B of this Award applies agree, the Employee may cease Shift Work (as that term is defined by Part B) and work Day Work (as defined by Part A), in which case Part A shall apply to the Employee. If there is no agreement, the Employee shall continue to be engaged according to the terms of Part B.

5. No Duress

The Parties declare that this Award was not entered into under any duress.

6. No Extra Claims

Neither the Union, nor any Employee employed under this Award, shall make any claim against the Employer for any increase in rates of pay or allowances or make any other claim during the life of the Award.

PART A

ORDINARY WORKING ARRANGEMENTS

1. Title

The short title of this part of the Award shall be Part A.

2. Commencement

Part A shall apply to Employees engaged under its terms from the date that the Award commences.

3. Introduction

3.1 Definitions

'Afternoon Shift' means a Shift which starts between 1.00pm and 9.00pm.

'Award' means the Eastern Distributor Consent Award 2002.

'Casual Employee' means an Employee who is employed and paid by the hour with a minimum guarantee of three hours' work each Shift and whose employment terminates at the end of each Shift.

'Client' means the company to which the Employer contracts to operate and maintain the Eastern Distributor.

'Continuous Shift Work' means work undertaken on the basis of a continuous rotating Shift Roster.

'Continuous Shift Work Employee' means a Full-time or Part-time Employee engaged to work or working Continuous Shift Work.

'Control Centre' means the Eastern Distributor operation, maintenance and administration building located at 43 Bourke Street, Woolloomooloo.

'Day Shift' means a Shift that starts between 5.00am and 1.00pm.

'Day Work' means work undertaken between the hours of 6.00am and 6.00pm Monday to Friday that is not part of a Shift Roster.

'Day Work Employee' means an Employee who works Day Work.

'Eastern Distributor' means the motorway from the Cahill Expressway near the Domain Tunnel, to Southern Cross Drive near Link Road, Rosebery and the areas adjacent nominated as 'Maintenance Areas' in the contract between the Client and the Employer.

'Employee' means a person engaged by the Employer under the terms of this Part A for the job classifications covered by this Part A and includes Full-time, Part-time and Casual Employees.

'Employer' means Leighton Contractors Pty Limited NSW - ACT Branch.

'Full-time Employee' means an Employee employed to work an average of 38 hours per week.

'Holiday' means the Union's Picnic Day, being the first Monday in December of each year or any other date agreed between the Union and the Employer (provided that a picnic is held) and the following Public Holidays and any other Public Holiday proclaimed under the relevant legislation from time to time:

New Year's Day
Australia Day
Good Friday
Easter Saturday

Anzac Day
Queen's Birthday
Labour Day
Christmas Day

Easter Monday

Boxing Day

'Motorway Manager' means the person appointed by the Employer to manage the operation and maintenance of the Eastern Distributor.

'Motorway Patroller' means an Employee whose duties are defined in clause 6.2 of clause 6, Duties, of this Part A.

'Night Shift' means a Shift which starts between 9.00pm and 5.00am.

'Ordinary Hours' means hours which form part of the Ordinary Weekly Hours and which are paid at the Ordinary Time Rate of Pay.

'Ordinary Weekly Hours' means for:

(a) Day Work Employees who are:

- (i) Full-time - 38 hours per week to be worked 7.6 hours per day (not including any Paid Meal Break) Monday to Friday inclusive between 6.00am and 6.00pm; or
- (ii) Part-time - An amount of regular hours between 15 and 37 hours per week to be worked between 3 and 7.6 hours per day (not including any Paid Meal Break) Monday to Friday inclusive between 6.00am and 6.00pm; and

(b) Shift Work or Continuous Shift Work Employees who are:

- (i) Full-time - 38 hours per week when averaged over the Shift Roster Cycle to be worked 7.6 hours per Shift (not including any Paid Meal Break); or
- (ii) Part-time - An amount of regular hours between 15 and 37 hours per week to be worked between 3 and 7.6 hours per Shift (not including any Paid Meal Break).

'Ordinary Time Rate of Pay' means the hourly rate of pay for each classification as set out in Appendix A.

'Overtime' means hours worked by an Employee in excess of 7.6 Ordinary Hours per day (for Day Work), or 7.6 Ordinary Hours per Shift (for Shift Work and Continuous Shift Work), as the case may be.

'Paid Meal Break' means a break taken in accordance with subclauses 10.1 and 10.2 of clause 10, Paid Meal Break, of this Part A, that does not form part of an Employee's Ordinary Hours or Ordinary Weekly Hours and is paid in accordance with subclauses 10.3 and 10.4 of the said clause 10.

'Parties' means the Employer, the Union and the Employees.

'Part-time Employee' means an Employee employed on a part-time basis as defined in clause 7, Hours of Work and Entitlements, of this Part A.

'Premises' means all the land on which the Eastern Distributor is located.

'Redundancy' occurs when an Employee's position ceases to exist and may be caused by a variety of reasons, including, among others, technological change, loss of business or economic downturn.

'Roster' means a schedule determining the hours of work of Full-time, Part-time or Casual Employee, whether Day Work Employees, Shift Work Employees or Continuous Shift Work Employees.

'Shift' means the work hours of a Full-time, Part-time or Casual Employee in any one day.

'Shift Roster' means a schedule determining the hours of work of Shift Work Employees or a schedule determining the hours of work of Continuous Shift Work Employees, as the case requires.

'Shift Roster Cycle' means the period over which a Shift Work Employee or a Continuous Shift Work Employee completes one full cycle of Shift Work or Continuous Shift Work, respectively.

'Shift Work' means work regulated by a Shift Roster that is not Continuous Shift Work.

'Shift Work Employee' means a Full-time, Part-time or Casual Employee engaged to work or working Shift Work.

'Supervisor' means a person engaged by the Employer on a salary basis to supervise the work of Employees.

'Toll Collector' means an Employee whose duties are defined in subclause 6.1 of clause 6, Duties, of this Part A.

'Union' means The Australian Workers' Union, New South Wales Branch

3.2 Location

The Employees will be based at the Control Centre or at other locations on or adjacent to the Eastern Distributor as required by the Employer from time to time.

3.3 Aims

The Parties have agreed to work together to develop a committed and skilled work force that is focused on high productivity and safe working conditions.

In particular the Parties have agreed to the following specific objectives:

- (a) to provide a safe and healthy work place, adhere to and regard as a minimum standard State or National Occupational Health and Safety Standards and Codes of Practice;
- (b) to empower individuals to make and be accountable for decisions;
- (c) to promote a strong emphasis on teamwork;
- (d) to encourage innovative action by Employees;
- (e) to focus on the long term satisfaction of the Client and improvement of the quality of service to the public;
- (f) to provide and maintain effective communication and genuine consultation between the Parties;
- (g) to provide appropriate training to Employees;
- (h) to ensure that the Eastern Distributor remains open and tolls are collected 24 hours per day, each day of the year.

4. Commitment

The Parties are committed to ensuring that:

- (a) this Part A leads to real gains in productivity and workplace efficiencies, without any reduction in health and safety standards;
- (b) all requirements of this Part A and the Award are observed;

- (c) no further increases or decreases in any conditions, including but not limited to rates of pay, to those provided for in this Part A will be claimed or paid during the life of this Part A;
- (d) stoppages of work or other forms of industrial action will not occur at any time.

5. Contract of Employment

- 5.1 Each Employee shall be employed on either a full-time, part-time or casual basis under one of the following classifications:

Toll Collector

Motorway Patroller

Full-time and Part-time Employees employed in the classification of Motorway Patroller will not work Shift Work or Continuous Shift Work under the terms of this Part A. Part B of this Award contains the terms which apply to Full-time and Part-time Employees of this classification who do not work Day Work.

Full-time and Part-time Employees will be given a minimum period of notice for termination as specified in the *Workplace Relations Act 1996*.

An Employee's employment may be terminated by the Employer without notice for serious and wilful misconduct. In such circumstances wages shall only be paid up to the time of dismissal.

The Employer may deduct payment for any Shift or part thereof where an Employee is absent from duty without reasonable cause.

- 5.2 It is a fundamental requirement of employment that Employees have to deal with the public and provide friendly, courteous service at all times. Employees shall be required to present a neat appearance to the public at all times and to be punctual and diligent in commencing times for shifts.
- 5.3 Continuous Shift Work Employees and Shift Work Employees will be required to work regularly on Saturdays, Sundays and Holidays to cover all operations of the Eastern Distributor 24 hours per day, seven days per week, 52 weeks per year.
- 5.4 All Employees may be required to work a reasonable amount of Overtime from time to time as directed by the Motorway Manager to meet the demands for the operation and maintenance of the Eastern Distributor.
- 5.5 Employees engaged as Toll Collectors will handle large sums of cash. Toll Collectors will be subject to regular security and audit procedures during their employment. Video surveillance equipment will monitor Toll Collectors on each Shift. In the event of any misappropriation of funds the Employee responsible will be dismissed. Motorway Patrollers will also be subject to video surveillance from time to time.
- 5.6 Redundancy

This subclause shall not apply to Casual Employees.

In the event of an Employee's position becoming redundant, the Employer will apply the *Employment Protection Act 1982* (NSW) as amended from time to time.

The *Employment Protection Act 1982* provides for the following scale of severance payments in respect of a continuous period of service:

- (a) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

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

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

Years of Service of Age Entitlement	45 Years of Age
Less than 1 year	Nil
1 year and less than 2 years	5 Weeks' Pay
2 years and less than 3 years	8.75 Weeks' Pay
3 years and less than 4 years	12.5 Weeks' Pay
4 years and less than 5 years	15 Weeks' Pay
5 years and less than 6 years	17.5 Weeks' Pay
6 years and over	20 Weeks' Pay

In this clause, "Weeks' Pay" means:

- (i) for a Full-time Employee, the applicable Ordinary Weekly Rate of Pay for the Employee's classification as set out in Appendix A at the date of termination; and
- (ii) for a Part-time Employee, the amount equal to the Part-time Employee's Ordinary Weekly Hours multiplied by the applicable Ordinary Hourly Rate of Pay for the Employee's classification as set out in Appendix A at the date of termination.

6. Duties

6.1 Toll Collector

The duties of a Toll Collector include, but are not limited to:

operation of manual booths, cleaning and attending automatic toll collection systems;

collection and accounting for toll payments;

advising and directing drivers and other persons in matters relating to traffic and toll collection; identification and reporting of toll payment defaults and incidents;

identification and reporting toll collection system malfunctions;

rectifying toll collection system malfunctions for which the collector has sufficient skills and training. Examples are clearing coin jams in automatic coin machines, clearing printer jams, wiping light curtains, etc;

acting as Supervisor when required; and

other duties within the employees skills and training as directed.

Toll Collectors will be supervised on each Shift by the Supervisor. From time to time a Toll Collector may be required to act in the capacity of Supervisor. A Supervisor may act as a Toll Collector as and when required.

6.2 Motorway Patroller

A Patroller has obligations to carry out duties as directed. Any direction by the Employer must be consistent with a safe and healthy workplace.

The Employer may direct a Patroller to carry out such duties and use such tools and equipment as may be required and are within the limits of the Patroller's skills, competence and training, consistent with the enterprise's requirements and this Award.

The duties of a Motorway Patroller include, but are not limited to:

the operation and maintenance of plant and equipment, including, but not limited to, tunnel wall washing equipment, elevating work platform, road sweeper;

removal of obstructions to traffic from the Motorway;

inspection, reporting, maintenance and cleaning activities;

attendance at emergencies and incidents as directed;

advising and directing drivers and other persons in matters relating to traffic movements; and

other duties as directed.

7. Hours of Work and Entitlements

Most Employees will normally be engaged on Shift Work or Continuous Shift Work, but may be required to work Day Work from time to time. The Motorway Manager shall determine the starting and finishing times for all Employees.

For the purposes of determining the application of Shift Allowances and Allowances for work on Saturday, Sunday and Holidays, the following shall apply:

- (i) Saturday commences at midnight Friday night and finishes midnight Saturday night;
- (ii) Sunday commences at midnight Saturday night and finishes midnight Sunday night; and
- (iii) A Holiday commences at midnight the day immediately preceding the Holiday and finishes at midnight on the Holiday.

A Roster may vary from time to time but any changes to the Roster will be notified to the relevant Employees at least seven days in advance.

Employees shall be available for work for all Shifts, which they are rostered to work and shall perform all necessary duties in each Shift.

When a Continuous Shift Work Employee or Shift Work Employee (not including Casual Employees) is not rostered to work on a Holiday, the Employee shall receive, in the Employer's discretion, either an additional 7.6 hours' wages (calculated at the applicable Ordinary Time Rate of Pay) or the equivalent amount of time off work (paid at the applicable Ordinary Time Rate of Pay). Where the Employee is a Part-time Employee, the Employee will receive the equivalent pro rata benefit (calculated according to the formula in subclause B of this clause).

Shift changes for Toll Collectors shall take place in the toll booth. Shift changes for Motorway Patrollers shall take place in the Control Centre. In the event of the on-coming Employee not reporting for duty at the normal Shift change-over time, the off-going Employee shall remain on duty until relieved.

Where an Employee is both:

- (a) After the expiration of their Shift finishing time; and

- (b) After leaving the Employer's premises,

recalled to work without prior notice, the Employee shall be paid at the appropriate rate set out in either subclause 8.1 (Day Work Employees) or subclause 8.2 (Shift Work Employees and Continuous Shift Work Employees) of clause 8, Overtime, of this Part A.

An Employee recalled to work in this way shall be paid at that rate for a minimum of three hours' work.

Allowances

- (i) An Employee who has a current senior first aid certificate shall be entitled to an Allowance of \$0.25 per hour worked, and this Allowance shall not attract any penalty or premium.
- (ii) An appointed Leading Hand shall be paid an Allowance of \$0.60 cents per hour for hours worked as a Leading Hand. This Allowance shall not attract any penalty or premium.
- (iii) A Toll Collector who is rostered to act in the capacity of a Supervisor shall be paid an Allowance of an additional \$3.50 per hour to the wage rates for a Toll Collector defined in this Part A for hours worked as a Supervisor. The \$3.50 per hour shall only be paid for hours worked as a Supervisor and will not attract any penalty or premium.

Each of these Allowances shall increase by the same percentages and at the same times as specified for wage increases in clause 11, Wage Increases, of this Part A, i.e. the first increase to the quantum defined in (i), (ii) and (iii) above shall apply from 1 October 2002.

A. Full-time Employees

Each Full-time Employee shall work Ordinary Weekly Hours.

- (i) Day Work

The Ordinary Hours of a Full-time Employee on Day Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

Overtime worked by a Full-time Employee on Day Work shall be paid at the rate set out in subclause 8.1 of clause 8, Overtime, of this Part A.

- (ii) Shift Work and Continuous Shift Work

The Ordinary Hours of a Full-time Employee on Shift Work or Continuous Shift Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

- (a) Monday to Friday

A Full-time Employee on Shift Work or Continuous Shift Work shall be paid the following Shift Allowances for Ordinary Hours worked between Monday and Friday:

Day Shift	Nil
Afternoon Shift	17.5% of the Ordinary Time Rate of Pay
Night Shift	20% of the Ordinary Time Rate of Pay

- (b) Saturday, Sunday and Holidays

A Full-time Employee on Shift Work or Continuous Shift Work shall be paid the following Shift Allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday	50% of the Ordinary Time Rate of Pay
Sunday	100% of the Ordinary Time Rate of Pay
Holidays	150% of the Ordinary Time Rate of Pay

The Shift Allowances for hours of work worked by a Full-time Employee on Shift Work or Continuous Shift Work on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples, any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee on Night Shift which commences at 10.00pm on a Friday night and finishes at 6.06am on a Saturday morning will only be entitled to:

The Night Shift Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee on an Afternoon Shift which commences at 6.00pm Saturday and finishes at 2.06am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee on a Night Shift which commences at 11.00pm on a Holiday and finishes at 7.06am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Shift Allowance, but only for those hours worked after 12 midnight.

(d) Overtime

Overtime worked by a Full-time Employee on Shift Work and Continuous Shift Work shall be paid at the rate set out in subclause 8.2 of clause 8, Overtime, of this Part A.

An Employee is not entitled to both a Shift Allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime Penalty. The Employee shall be paid the higher of an applicable Shift Allowance or Overtime Penalty.

Example 1

(NOTE: In the following examples, any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee who works a Shift from 10.00pm on Friday Night to 9.06am Saturday morning shall only be entitled to:

The Night Shift Allowance, but only for those hours worked up to midnight;

The Saturday Shift Allowance, but only for those hours worked from midnight to 6.06am Saturday morning;

The Overtime Rate (time and a half) in respect of the first two hours of Overtime worked, that is, from 6.06am up until 8.06am; and

The Overtime Rate (double time) in respect of Overtime hours in excess of two hours' Overtime, that is, from 8.06am up until 9.06am.

Example 2

An Employee who works a Shift from 10.00pm on Saturday Night to 8.06am Sunday morning shall only be entitled to:

The Saturday Shift Allowance, but only for those hours worked up to midnight;

The Sunday Shift Allowance for the remainder of the hours worked, even though the Employee is working two hours of Overtime. This is because the Overtime rate is calculated by reference to the earnings the Employee receives under normal working conditions on a Sunday, which is the Ordinary Time Rate of Pay + 100%, which is higher than the normal Overtime Rate of time and a half, and an Employee is entitled to the higher rate.

B. Part-time Employees

A Part-time Employee is an Employee, other than a Full-time Employee or a Casual Employee, engaged to work regular hours each week in accordance with a Roster with a minimum engagement of 15 hours per week and a maximum engagement of 37 hours per week.

The Ordinary Hours of a Part-time Employee shall be worked continuously, excluding any Paid Meal Break, and shall not be less than 3 or more than 7.6 hours.

A Part-time Employee may work Day Work, Shift Work or Continuous Shift Work.

A Roster for a Part-time Employee shall set out the days and the starting and ceasing times the Part-time Employee works each week or as otherwise arranged by mutual agreement.

A Part-time Employee shall be entitled to Sick Leave, Jury Service, Bereavement leave and Parental Leave on a pro rata basis calculated as follows:

$$\text{Part-time Employee's} = \frac{\text{Part-time Employee's Ordinary Weekly Hours}}{\text{Equivalent Full-time Employee's}} \times$$

Entitlements

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Entitlements

(i) Day Work

The Ordinary Hours of a Part-time Employee on Day Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

Overtime worked by a Part-time Employee on Day Work, being work in excess of 7.6 hours in a day, shall be paid at the rate set out in subclause 8.1 of clause 8, Overtime, of this Part A.

(ii) Shift Work and Continuous Shift Work

The Ordinary Hours of a Part-time Employee on Shift Work or Continuous Shift Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

(a) Monday to Friday

A Part-time Employee on Shift Work or Continuous Shift Work shall be paid the following shift allowances for Ordinary Hours worked between Monday and Friday:

Day Shift	Nil
Afternoon Shift	17.5% of the Ordinary Time Rate of Pay
Night Shift	20% of the Ordinary Time Rate of Pay

(b) Saturday, Sunday and Holidays

A Part-time Employee on Shift Work or Continuous Shift Work shall be paid the following Shift Allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday	50% of the Ordinary Time Rate of Pay
Sunday	100% of the Ordinary Time Rate of Pay
Holidays	150% of the Ordinary Time Rate of Pay

The Shift Allowances for hours of work worked by a Part-time Employee on Shift Work or Continuous Shift Work on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples, any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee on Night Shift which commences at 10.00pm on a Friday night and finishes at 4.00am on a Saturday morning will only be entitled to:

The Night Shift Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee on an Afternoon Shift which commences at 6.00pm Saturday and finishes at 1.00am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee on a Night Shift which commences at 11.00pm on a Holiday and finishes at 3.00am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Shift Allowance, but only for those hours worked after 12 midnight.

(d) Overtime

Overtime worked by a Part-time Employee on Shift Work and Continuous Shift Work, being work in excess of 7.6 hours per Shift, shall be paid at the rate set out in clause 8.2 of clause 8, Overtime, of this Part A.

An Employee is not entitled to both a Shift Allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime Penalty. The Employee shall be paid the higher of an applicable Shift Allowance or Overtime Penalty.

C. Casual Employees

Subject to paragraph (d) below, all hours worked by a Casual Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

A Casual Employee must be available for work on call at the discretion of the Motorway Manager.

A Casual Employee shall be provided with a minimum of three hours' work on each Shift.

Loading, Allowances and Penalties

(a) A Casual Employee shall be paid a casual loading of 20% of the Ordinary Time Rate of Pay for all hours worked, which is in lieu of Sick Leave, Bereavement Leave, etc.

(b) Subject to paragraph (e) below, a Casual Employee shall be paid the following Shift Allowances for Shifts worked between Monday to Friday:

Where a Shift commences between 1.00pm and 9.00pm, and does not finish before 6.00pm - 17.5% of the Ordinary Time Rate of Pay; and

Where a Shift commences between 9.00pm and 5.00am - 20% of the Ordinary Time Rate of Pay.

(c) Subject to paragraph (e) below, a Casual Employee shall be paid the following Shift Allowances for all hours worked on a Saturday, Sunday or Holiday:

Saturday	50% of the Ordinary Time Rate of Pay
Sunday	100% of the Ordinary Time Rate of Pay;
Holiday	150% of the Ordinary Time Rate of Pay

- (d) Subject to paragraph (e) below, hours worked by a Casual Employee in excess of 7.6 hours in a Shift (not including any Paid Meal Break) shall be considered Overtime and shall be paid at the rate (calculated on the applicable Ordinary Time Rate of Pay for the Employee's classification) prescribed in subclause 8.2 of clause 8, Overtime.

- (e) In calculating wages for a Casual Employee:

The Loading, Allowances and Penalties in (a) - (d) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay;

The allowances and penalties in (b), (c) and (d) above shall not be included for the purposes of the calculation of the loading in (a) above;

The shift allowances under (b) and (c) are not cumulative.

A Casual Employee is not entitled to both a Shift Allowance under (b) or (c) above and the Overtime Penalty in (d) above. The Casual Employee shall be paid the higher of an applicable Shift Allowance or Overtime Penalty.

Example

A Casual Employee who works a Shift from 10.00pm Sunday to 8.06am Monday (and takes a Paid Meal Break in the middle of the Shift) will be entitled to the following:

The Ordinary Time Rate of Pay multiplied by 9.6 (the number of hours worked by the Casual Employee); plus

20% of the Ordinary Time Rate of Pay multiplied by 9.6 (the Casual Loading for the number of hours worked by the Casual Employee); plus

A Shift Allowance of 100% of the Ordinary Time Rate of Pay for those hours worked up to midnight on Sunday night (the Sunday Allowance); plus

A Shift Allowance of 20% of the Ordinary Time Rate of Pay for those hours worked (which do not include the Paid Meal Break) between midnight and 6.06am Monday morning (the Night Shift Allowance); plus

A Penalty of 50% of the Ordinary Time Rate of Pay for those Overtime hours worked between 6.06am and 8.06am (the applicable Overtime Penalty); plus

The Ordinary Time Rate of Pay multiplied by time and a half (the payment for the Paid Meal Break).

8. Overtime

- 8.1 Full-time and Part-time Employees on Day Work required to work Overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay.
- 8.2 Full-time and Part-time Employees on Shift Work or Continuous Shift Work required to work Overtime shall be paid:
- (a) at the rate of time and one half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay; or
 - (b) at the Employee's applicable Ordinary Time Rate of Pay plus any applicable Shift Allowance.

whichever is the greater.

- 8.3 Where Overtime is necessary, it shall, wherever reasonably practicable, be so arranged such that Employees have at least ten consecutive hours off duty between Shifts. An Employee who works Overtime following the cessation of his/her normal work on one day and who has not had at least ten consecutive hours off duty between cessation of the Overtime and the commencement of his/her next Shift shall, subject to this clause, be released after completion of such Overtime and not be required to report back to work until the Employee has had ten consecutive hours off duty. An Employee required to take time off duty to ensure compliance with this clause will be permitted to do so without loss of pay.
- 8.4 If, on the instruction of the Employer, such an Employee resumes work without having had ten consecutive hours off duty between Shifts, he/she shall then be paid at double time until he/she is released from duty for that period and he/she shall then be entitled to be absent until he/she has ten consecutive hours off duty, without loss of pay.
- 8.5 Subclauses 8.1, 8.2 and 8.4 of this clause shall not apply when the time worked is by an arrangement between the Employees themselves or when the rotation of Shifts (e.g. Afternoon Shift to Night Shift) has necessitated work in excess of the Ordinary Hours as part of a revised Shift Roster.
- 8.6 Employees may be required to work a reasonable amount of Overtime under the terms of this Part A.
- 8.7 Meal Allowance

Employees who are required to work more than one and one half hours overtime immediately after normal ceasing time and who have not had at least 24 hours' notice of the requirement to work such overtime shall be paid a meal allowance of \$12.00.

9. Rest Pauses

- 9.1 Employees who work a minimum of four consecutive hours on any day shall be entitled to a rest pause of ten minutes' duration without loss of pay during the first four hours. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the Employer is necessary.
- 9.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a rest pause in accordance with subclause 9.1 of this clause. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another rest pause in accordance with the said subclause 9.1, but only for the length of time equal to that part of the rest pause which the Employee did not receive because of the direction of the Employer.

10. Paid Meal Break

- 10.1 Employees who work more than five continuous hours shall be entitled to a Paid Meal Break of 30 minutes, to be taken approximately mid-way through their work period on either day or shift hours of work. However, the time of taking the Paid Meal Break may be varied at any time to meet the requirements of the operation and maintenance of the Eastern Distributor.
- 10.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a Paid Meal Break. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another Paid Meal Break in accordance with subclause 10.1 of this clause, but only for the length of time equal to that part of the Paid Meal Break which the Employee did not receive because of the direction of the Employer.

- 10.3 In recognition of the fact that an Employee may be recalled to work during their Paid Meal Break, an Employee shall be paid at time and a half of the Ordinary Time Rate of Pay for that Employee's classification during a Paid Meal Break.
- 10.4 Despite subclause 10.3 of this clause, the Paid Meal Break shall not:
- (a) form part of the Ordinary Hours or Ordinary Weekly Hours of an Employee;
 - (b) be included for the purposes of calculating Overtime; and
 - (c) entitle the Employee to receive any allowance or penalty in respect of the Paid Meal Break apart from that referred to in the said subclause 10.3.

11. Wage Increases

This Award contains provision for wage increases of a 4% increase operative from the first full pay period to commence on or after 1/10/02, a 2% increase operative from the first full pay period to commence on or after 1/10/03, a 2% increase operative from the first full pay period to commence on or after 1/4/04, a 2.5% increase operative from the first full pay period to commence on or after 1/10/04 and a 2.5% increase operative from the first full pay period to commence on or after 1/4/05 as defined in Appendix A.

12. Electronic Funds Transfer

All wages will be paid by means of electronic funds transfer into a bank account designated by each Employee. Bank charges are the responsibility of each Employee having been taken into account in setting rates of pay prescribed in this Award.

13. Restrictive Work Practices

It shall be a key function of all Employees in conjunction with the Motorway Manager to:

- (a) formulate an action plan aimed at the elimination of any restrictive work practice; and
- (b) carry out the action so planned.

14. Technological Change

The Parties accept that during the life of this Part A it may be necessary for the Employer to implement technological change. If this situation arises, Employees will be kept informed of proposed changes.

15. Superannuation

The Employer shall pay the Trustee of the Australian Public Superannuation Fund, on behalf of each Employee, a contribution of an amount as prescribed by the *Superannuation Guarantee (Administration) Act* 1992, from time to time. Contributions shall be payable from the date of the commencement of employment of the Employee with the Employer. Contributions shall be paid into the (APS) Fund on a monthly basis.

16. Annual Leave

16.1 Full-time and Part-time Employees

- (a) Except as provided by this clause 16, the *Annual Holidays Act* 1944 (NSW) ('Act'), or any act which replaces the Act, each as amended, shall apply.
- (b) Where a Shift Work Employee or a Continuous Shift Work Employee takes a period of Annual Leave, any Saturdays and Sundays falling within that period shall be treated as normal working days for the purposes of calculating the Employee's entitlement to Annual Leave.

- (c) Where an Employee takes a period of Annual Leave and a Holiday falls within that period, the Holiday shall not be included as part of the period of annual leave.
- (d) In addition to their entitlement to a period of leave under the Act, a Full-time or Part-time Employee who is a seven-day Shift Worker, that is, an Employee who is required under the Shift Roster to work regularly on Sundays and Holidays, shall be allowed one week's leave, payable in accordance with this clause. However, if a Full-time or Part-time Employee has only served a portion of the year of employment as a seven-day Shift Worker, this additional leave shall be one day for every 36 Shifts worked as a seven-day Shift Worker.
- (e) Except as provided by paragraph (f) below, a Full-time or Part-time Employee will be entitled to the following payments while on a period of Annual Leave as provided by this clause:
 - (i) the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of Annual Leave; and
 - (ii) all Shift Allowances (including Saturday and Sunday but not including Holiday Shift Allowances) calculated in accordance with clause 7, Hours of Work and Entitlements, which the Employee would have been entitled to receive if they had worked during the period for which Annual Leave has been taken.
- (f) Despite paragraph (e) above, if an Employee has at least 12 months' continuous service, the Employee shall be entitled to the following payments upon taking a period of Annual Leave:
 - (i) the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of Annual Leave; and
 - (ii) the greater of:
 - (A) all Shift Allowances (including Saturday and Sunday but not including Holiday Shift Allowances) calculated in accordance with the said clause 7 which the Employee would have been entitled to receive if they had worked during the period for which Annual Leave has been taken; or
 - (B) an Annual Leave Loading of 17.5% of the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of Annual Leave.
- (g) Where the employment of an Employee is terminated by the Employer for a reason other than malingering, inefficiency, neglect of duty, misconduct or misappropriation, and at the time of the termination the Employee has not been given, and has not taken, the whole of the Annual Leave to which the Employee has become entitled, the Employee shall be paid a loading calculated in accordance with section (B) of subparagraph (ii) of paragraph (f) of this subclause. This loading shall not be payable to an Employee upon termination except in accordance with this section.
- (h) An Employee must obtain the approval of the Motorway Manager before taking any period of Annual Leave.
- (i) For the purposes of this subclause, 'Ordinary Weekly Pay' means:
 - (i) for a Full-time Employee - the applicable Ordinary Weekly Rate of Pay as set out in Appendix A for the Employee's classification at the time of taking the period of Annual Leave plus, where applicable, the weekly amount ordinarily received by the Employee in respect of:
 - (A) Supervisor, First Aid and Leading Hand Allowances; and
 - (B) Paid Meal Breaks; and

- (ii) for a Part-time Employee - the applicable Ordinary Hourly Rate of Pay as set out in Appendix A for the Employee's classification at the time of taking the period of Annual Leave multiplied by the Employee's Ordinary Weekly Hours plus, where applicable, the weekly amount ordinarily received by the Employee in respect of:

- (A) Supervisor, First Aid and Leading Hand Allowances; and

- (B) Paid Meal Breaks.

16.2 Casual Employees

- (a) Casual Employees engaged under this Part A shall only be entitled to Annual Leave as set out in (b) below.
- (b) A Casual Employee is entitled to a payment in respect of Annual Leave each week, calculated as follows:

$$\text{Annual Leave Payment} = \frac{\text{The Employee's Ordinary Weekly Pay}}{12}$$

- (c) For the purposes of this subclause, 'Ordinary Weekly Pay' means (applicable Ordinary Time Rate of Pay plus 20%) multiplied by the number of hours worked by the Casual Employee in the week plus, where applicable, any payment paid during the week to the Casual Employee in respect of:
 - (A) Shift Allowances (including Saturday and Sunday but not including Holiday Shift Allowances, nor Overtime Allowances or Penalties paid in excess of the Ordinary Time Rate of Pay under paragraph (d) of subclause C of clause 7, Hours of Work and Entitlements;
 - (B) First Aid, Supervisor and Leading Hand Allowances; and
 - (C) Paid Meal Breaks.

17. Sick Leave

A Casual Employee is not entitled to paid Sick Leave under this Part A.

An Employee other than a Casual Employee shall, after three months' continuous service, be entitled to paid leave for genuine illness or injury, subject to the following conditions and limitations:

- (a) the Employee shall, where practicable, prior to but definitely within 24 hours of the commencement of such absence, inform the Employer of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of absence;
- (b) the Employee shall prove to the satisfaction of the Employer, by the production of a medical certificate or other evidence satisfactory to the Employer, that the Employee was unable on account of such illness or injury to attend for duty on the day or days for which Sick Leave is claimed;
- (c) Full-time Employees shall be entitled to Sick Leave of up to 76 Ordinary Hours for each year of employment, which shall accumulate, from year to year, to a maximum of 760 hours. No payments will be made in lieu of untaken Sick Leave.
- (d) Sick Leave shall be paid at the Ordinary Time Rate of Pay as set out for each classification in Appendix A.
- (e) The Employer reserves the right to refer any Employee for an independent medical opinion at the Employer's expense.

- (f) Part-time Employees shall be entitled to sick leave on a pro-rata basis as described in clause 7, Hours of Work and Entitlements, of this Part A.

18. Long Service Leave

The *Long Service Leave Act 1955*, or any Act which replaces this Act, each as amended, shall apply.

19. Jury Service

Casual Employees are not entitled to any Jury Service under this Part A.

Employees required to attend for Jury Service during rostered working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of attendance for such Jury Service and the Ordinary Time Rate of Pay in respect of those hours the Employee would have worked had the Employee not been on Jury Service. An Employee shall notify the Employer as soon as possible of the date upon which attendance for Jury Service is required. Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

20. Personal/Carer's Leave

20.1 Use of Sick Leave

- (a) An Employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued Sick Leave entitlement, provided for at clause 17, Sick Leave, of this Part A, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take Carer's Leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use Sick Leave in accordance with this subclause is subject to:
 - (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the Employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grand-parent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
 - (D) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
 - (E) a relative of the Employee who is a member of the same household where, for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage or affinity;

- (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (iii) '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.

20.2 Unpaid Leave for Family Purpose

- (a) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a person as set out in subparagraph (ii) of paragraph (c) of subclause 20.1 of this clause who is ill.

20.3 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 (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Part A.
- (c) An Employee and the 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.

20.4 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 12 months of the said election.
- (b) Overtime taken as time off during Ordinary Time Hours shall be taken at the Ordinary Time Rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at Overtime Rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the Employee shall be paid Overtime Rates in accordance with this Part A.

20.5 Make-up Time

- (a) A Day Work 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 this Part A, at the Ordinary Time Rate of Pay.
- (b) A Shift Work Employee or Continuous Shift Work 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), at the Shift Work Rate which would have been applicable to the hours taken off.

21. Parental Leave

The *Industrial Relations Act (NSW)* 1996, Chapter 2, Part 4, Divisions 1 and 2 shall apply.

22. Bereavement Leave

- 22.1 An Employee other than a Casual Employee shall be entitled to up to two days' Bereavement Leave without deduction of pay on each occasion of the death of a person prescribed in subclause 22.3 of this clause.
- 22.2 The Employee must notify the Employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the Employer, provide to the satisfaction of the Employer proof of death.
- 22.3 Bereavement Leave shall be available to the Employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in subparagraph (ii) of paragraph (c) of subclause 20.1 of clause 20, Personal/Carer's Leave, of this Part A provided that, for the purpose of Bereavement Leave, the Employee need not have been responsible for the care of the person concerned.
- 22.4 An Employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the Employee has been granted other leave.
- 22.5 Bereavement Leave may be taken in conjunction with other leave available under subclauses 20.2, 20.3, 20.4 and 20.5 of the said clause 20. In determining such a request the Employer will give consideration to the circumstances of the Employee and the reasonable operation requirements of the business.
- 22.6 Further, an Employee other than a Casual Employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death outside Australia of the Employee's spouse (which includes de-facto spouse), or parent (which includes a stepparent or foster parent), and where the Employee travels outside of Australia to attend the funeral.

23. Occupational Health and Safety

It is recognised that safety is a team commitment involving Managers, Supervisors and Employees working together through consultation and co-operation.

The rights and responsibility of all personnel to express their concern over safety in the workplace and to expect those rights and responsibilities to be addressed is recognised and supported.

Information, instruction and training in safe methods of work, relevant legislation, safety procedures, etc., will be provided to all Employees.

The Employer shall provide and the Employee shall wear and use protective clothing and safety equipment nominated by the Employer from time to time. The Employee shall request any additional protective clothing or safety equipment required in addition to normal issue and the Employer shall not refuse any reasonable request. Protective clothing and safety equipment shall remain the property of the Employer.

Adequate first aid facilities shall be maintained by the Employer in accordance with the *Occupational Health and Safety Act* 2000 and its regulations, as amended.

24. Clothing

Upon appointment the Employer shall issue each Employee with an initial issue of uniform items.

Such items shall be replaced or exchanged on a one-for-one basis as required to maintain a proper presentation in the work place with a minimum replacement period of 12 months.

Such uniforms shall remain the property of the Employer and shall not be worn other than when on duty or in transit to and from work. When replaced by a new issue, all replaced items of uniform shall be returned to the Employer.

Where an Employee for no good reason fails to return items of issued clothing, the Employer may deduct an amount of \$50 from the Employee's termination pay, excluding Annual Leave or Long Service Leave payments.

Each Employee is responsible for laundering and maintaining uniforms in a presentable condition. A Laundering Allowance is included in the rates of pay for all classifications.

25. Medical Examinations

In addition to the pre-employment examination, the Employer will arrange for general medical examinations of Employees covered by this Part A every 12 months and, in addition, lead level and audiogram testing will be conducted every 12 months. There will be no payment in excess of ordinary wages to an Employee to attend these medical examinations which will be carried out during normal working hours on the following basis:

All costs of medical checks will be borne by the Employer;

The Employer will maintain records of the medical checks;

The medical records shall be made available to the Employee concerned;

A copy of the medical record is to be forwarded to the Employee's treating doctor on request; and

In all other circumstances information contained in the medical records is to remain confidential.

26. Training

The Employer will provide training and education to improve workforce skills and understanding of work-related programmes. This training and education will be carried out wherever practical during normal working hours.

27. Alcohol and Other Drugs

It is agreed that no Employee will be allowed to enter the workplace if the Employee is under the influence of alcohol or any other substance which impairs the Employee's work or is likely to create an unsafe working environment.

The Motorway Manager or his nominee may if he has a reasonable suspicion that an Employee is under the influence of alcohol or any other substance, direct the Employee to leave the workplace.

The Employee so directed will not be paid for the remainder of the day or Shift. The Employee if rostered should report for work the following day.

28. Probationary Period

All Employees will be employed on the basis of an initial three-month probationary period. During this period, the Employee's suitability for continued employment will be assessed. Prior to the completion of the probationary period, Leighton may offer employment to the Employee in accordance with this Award.

Should any Employee not be suitable after Management has explained its concerns and given the Employee an opportunity to improve, the Employee may be dismissed with one week's notice.

29. Union Procedure

29.1 Entry

The Parties acknowledge Chapter 5, Part 7 of the *NSW Industrial Relations Act* 1996. Union Officials will be granted access to the work areas upon reasonable notice being afforded to the Motorway Manager. It would be preferable for the officials to state the purpose of their visit when giving notice.

29.2 Delegates

The Employer recognises the right of its Employees to be represented in their dealings with their Employer if they so choose. The site delegate shall be allowed reasonable time during working hours to discuss with the Employer or its representative any matter affecting an Employee whom the Union represents. Such discussions should be arranged for times which are convenient to both parties. Before a delegate moves away from their area of work, permission must first be obtained from the Supervisor.

30. Dispute Settlement Procedures

The Parties agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between the Employer and its Employees. Subject to the provision of the *Industrial Relations Act* 1996, any dispute shall be dealt with in the following manner:

If an Employee has a grievance arising out of his or her employment with the Employer, the Employee shall notify the Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought.

If the matter cannot be resolved between the Employee or the Employee's representative and the Supervisor, it shall be referred to the Motorway Manager. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate or any other person.

If the matter is still not resolved, the Employee may request the Motorway Manager to refer the grievance to the Civil Operations Manager - New South Wales & ACT Branch or Leighton's Manager - Industrial Relations New South Wales & ACT.

All parties must use their best efforts to resolve the grievance expeditiously and to the satisfaction of the Parties.

If the grievance is not resolved by the above process, the Parties may refer the grievance to the Industrial Relations Commission of New South Wales:

- (a) as a question, dispute or difficulty in respect of the Award (including this Part A); or
- (b) for a binding declaration of right under section 154.

Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising and no stoppage of work or any other form of limitation of work shall occur. Neither Party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

31. Anti-Discrimination

- 31.1 It is the intention of the Parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, age, and carer's responsibility.
- 31.2 It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this Part A, the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects.
- 31.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

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

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

Notes

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

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

PART B

FLEXIBLE (12 HOUR) SHIFT ARRANGEMENTS

1. Title

The short title of this part of the Award shall be Part B.

2. Commencement

- 2.1 Part B shall apply to Employees engaged under its terms from the date that the Award commences.
- 2.2 The Parties acknowledge that the Employer is under no obligation to continue to employ Employees under the terms of this Part B beyond the expiry of the Award.
- 2.3 The terms of this Part B and the work practices outlined in this Part B will not be used by the Parties as a basis or precedent for making any future claim or demand.

3. Introduction

3.1 Definitions

'Afternoon Work' means work undertaken between 2.00pm and 10.00pm.

'Award' means the Eastern Distributor Consent Award 2002.

'Client' means the company to which the Employer contracts to operate and maintain the Eastern Distributor.

'Continuous Shift Work' means work undertaken on the basis of a continuous rotating Shift Roster.

'Continuous Shift Work Employee' means a Full-time or Part-time Employee engaged to work or working Continuous Shift Work.

'Control Centre' means the Eastern Distributor operation, maintenance and administration building located at 43 Bourke Street, Woolloomooloo.

'Eastern Distributor' means the motorway from the Cahill Expressway near the Domain Tunnel, to Southern Cross Drive near Link Road, Rosebery and the areas adjacent nominated as 'Maintenance Areas' in the contract between the Client and the Employer.

'Employee' means a person engaged to work Shift Work by the Employer on a permanent basis for the job classifications covered by this Part B and, for the avoidance of doubt, means persons who would otherwise be categorised under Part A to be:

- (a) Shift Work Employees (as defined in Part A); or
- (b) Continuous Shift Work Employees (as defined in Part A),

and includes Full-time and Part-time Employees.

'Employer' means Leighton Contractors Pty Limited NSW - ACT Branch.

'Full Time Employee' means an Employee employed to work 38 hours per week when averaged over the length of the Shift Roster Cycle, excluding Paid Meal Breaks.

'Holiday' means the Union's Picnic Day, being the first Monday in December of each year or any other date agreed between the Union and the Employer (provided that a picnic is held) and the following Public Holidays and any other Public Holiday proclaimed under the relevant legislation from time to time.

New Year's Day	Anzac Day
Australia Day	Queen's Birthday
Good Friday	Labour Day
Easter Saturday	Christmas Day
Easter Monday	Boxing Day

'Morning Work' means work undertaken between 6.00am and 2.00pm.

'Motorway Manager' means the person appointed by the Employer to manage the operation and maintenance of the Eastern Distributor.

'Motorway Patroller' means an Employee whose duties are defined in subclause 6.1 of clause 6, Duties, of this Part B.

'Night Work' means work undertaken between 10.00pm and 6.00am.

'Ordinary Hours' means hours which form part of the Ordinary Weekly Hours and which are paid at the Ordinary Time Rate of Pay.

'Ordinary Shift' means that part of a Shift made up of the Ordinary Hours and any applicable Paid Meal Break and:

- (a) for a Full-time Employee, the spread of the Ordinary Shift Hours shall be between 7 and 14 hours and will usually be worked as defined in (i) to (iv) below excluding the Paid Meal Break:
 - (i) 7.6 Ordinary Hours;
 - (ii) 10.4 Ordinary Hours;
 - (iii) 11.4 Ordinary Hours; or
 - (iv) 12.4 Ordinary Hours,
 per Ordinary Shift; and
- (b) for a Part-time Employee, an Ordinary Shift shall be of a duration of between 3 and 14 hours per Ordinary Shift and, in each case, the Ordinary Hours of a particular Ordinary Shift will exclude any Paid Meal Break.

'Ordinary Weekly Hours' means for Employees who are:

- (a) Full-time - 38 hours per week when averaged over the Shift Roster Cycle to be worked during Ordinary Shifts; or
- (b) Part-time - An amount of regular hours between 15 and 37 hours per week when averaged over the Shift Roster Cycle to be worked during Ordinary Shifts.

'Ordinary Time Rate of Pay' means the hourly rate of pay for each classification as set out in Appendix A to this Award.

'Overtime' means hours worked by an Employee in excess of an Ordinary Shift.

'Paid Meal Break' means a break taken in accordance with subclauses 10.1 and 10.2 of clause 10, Paid Meal Break, of this Part B that does not form part of an Employee's Ordinary Hours or Ordinary Weekly Hours and is paid in accordance with subclauses 10.3 and 10.4 of the said clause 10.

'Part A' means Part A of the Award.

'Parties' means the Employer, the Union and the Employees.

'Part-time Employee' means an Employee employed on a part-time basis as defined in clause 7, Hours of Work and Entitlements, of this Part B.

'Premises' means all the land on which the Eastern Distributor is located.

'Redundancy' occurs when an Employee's position ceases to exist and may be caused by a variety of reasons, including, among others, technological change, loss of business or economic downturn.

'Shift' means the work hours of a Full-time or Part-time Employee for any one day.

'Shift Roster' means a schedule determining the hours of work of Employees.

'Shift Roster Cycle' means the period over which an Employee completes one full cycle of Shift Work.

'Shift Work' means work under this Part B and which is regulated by a Shift Roster.

'Supervisor' means a person engaged by the Employer on a salary basis to supervise the work of Employees.

'Union' means The Australian Workers' Union New South Wales Branch.

3.2 Joint Statement

The Parties intend for this Part B to provide flexible shift arrangements for permanent Full-time and Part-time Employees engaged by the Employer in the relevant classification to work Shift Work on the Eastern Distributor. Accordingly and as stated in the Introduction of this Award, this Part B shall not apply to Casual Employees or employees who work Day Work (as those terms are defined in Part A).

As stated in the Introduction of this Award, this Part B shall apply to the employment by the Employer of Employees classified as Motorway Patroller required for the operations and maintenance work associated with the Eastern Distributor.

The Employees will be based at the Control Centre or at other locations on or adjacent to the Eastern Distributor as required by the Employer from time to time.

3.3 Aims

As set out in subclause 3.3 of clause 3, Introduction, of Part A.

3.4 Interaction with Part A

If a provision of Part A is referred to in this Part B:

- (a) any defined terms used in that provision of Part A shall have the meaning given to them by this Part B;
- (b) a reference in that provision of Part A to another provision of Part A shall be taken to be a reference to the corresponding provision of this Part B; and
- (c) unless the context requires otherwise, a reference in that provision of Part A to Part A shall be taken to be a reference to this Part B.

4. Commitment

As set out in clause 4 of Part A.

5. Contract of Employment

- 5.1 Each Employee shall be employed on either a full-time or part-time basis under the following classification:

Motorway Patroller

Full-time and Part-time Employees will be given a minimum period of notice for termination as specified in the *Workplace Relations Act 1996*.

An Employee's employment may be terminated by the Employer without notice for serious and wilful misconduct. In such circumstances wages shall only be paid up to the time of dismissal.

The Employer may deduct payment for any Shift or part thereof where an Employee is absent from duty without reasonable cause.

- 5.2 As set out in subclause 5.2 of clause 5, Contract of Employment, of Part A.

- 5.3 Employees will be required to work regularly on Saturdays, Sundays and Holidays to cover all operations of the Eastern Distributor 24 hours per day, seven days per week, 52 weeks per year.

- 5.4 All Employees may be required to work a reasonable amount of Overtime from time to time as directed by the Motorway Manager to meet the demands for the operation and maintenance of the Eastern Distributor.

5.5 Employees will be subject to video surveillance from time to time.

5.6 Redundancy

As set out in subclause 5.6 of the said clause 5.

6. Duties

6.1 Motorway Patroller

As set out in subclause 6.2 of clause 6, Duties, of Part A.

7. Hours of Work and Entitlements

The Motorway Manager shall determine the starting and finishing times for all Employees.

The Employer may vary the Shift Roster from time to time with the agreement of those Employees whose hours of work will change as a result of the variation. If there is no agreement, the Employer may vary the Shift Roster on seven days' notice to those Employees whose hours of work will change as a result of the variation.

For the purposes of determining the application of Shift Allowances and Allowances for work on Saturday, Sunday and Holidays, the following shall apply:

- (a) Saturday commences at midnight Friday night and finishes midnight Saturday night;
- (b) Sunday commences at midnight Saturday night and finishes midnight Sunday night; and
- (c) a Holiday commences at midnight the day immediately preceding the Holiday and finishes at midnight on the Holiday.

Employees shall be available for work for all Shifts which they are rostered to work and shall perform all necessary duties in each Shift.

When a Full-time Employee is not rostered to work on a Holiday, the Employee shall receive an additional 7.6 hours' wages (calculated at the applicable Ordinary Time Rate of Pay). Where the Employee is a Part-time Employee, the Employee will receive the equivalent pro rata benefit (calculated according to the formula in subclause B of this clause).

Shift changes for Employees shall take place in the Control Centre. In the event of the on-coming Employee not reporting for duty at the normal Shift change-over time, the off-going Employee shall remain on duty until relieved.

Where an Employee is both:

- (a) after the expiration of their Shift finishing time; and
- (b) after leaving the Employer's premises, recalled to work without prior notice,

the Employee shall be paid at the appropriate rate set out in subclause 8.1 of clause 8, Overtime, of this Part B.

An Employee recalled to work in this way shall be paid at that rate for a minimum of three hours' work.

Allowances

- (i) An Employee who has a current senior first aid certificate shall be entitled to an Allowance of \$0.25 per hour worked and this Allowance shall not attract any penalty or premium.

- (ii) An appointed Leading Hand shall be paid an Allowance of \$0.60 cents per hour for hours worked as a Leading Hand. This Allowance shall not attract any penalty or premium.

Each of these Allowances shall increase by the same percentages and at the same times as specified for wage increases in clause 11, Wage Increases, of Part A, i.e. the first increase to the quantum defined in (i) and (ii) above shall apply from 1 October 2002.

A. Full-time Employees

Each Full-time Employee shall work Ordinary Weekly Hours.

The Ordinary Hours of a Full-time Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

(a) Monday to Friday

A Full-time Employee shall be paid the following Shift Allowances for Ordinary Hours worked from Monday to Friday:

Morning Work	Nil
Afternoon Work	17.5% of the Ordinary Time Rate of Pay
Night Work	20% of the Ordinary Time Rate of Pay.

(b) Saturday, Sunday and Holidays

A Full-time Employee shall be paid the following Shift Allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday	50% of the Ordinary Time Rate of Pay
Sunday	100% of the Ordinary Time Rate of Pay
Holidays	150% of the Ordinary Time Rate of Pay

The Shift Allowances for hours of work worked by a Full-time Employee on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples, any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift).

An Employee whose Ordinary Shift commences at 7.00pm on a Friday night and finishes at 6.06am on a Saturday morning will only be entitled to:

The Afternoon Work Allowance under paragraph (a) above, but only for those hours between 7.00pm and 10.00pm;

The Night Work Allowance under paragraph (a) above, but only for those hours worked from 10.00pm up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee whose Ordinary Shift commences at 10.00pm Saturday and finishes at 6.06am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee whose Ordinary Shift commences at 7.00pm on a Holiday and finishes at 7.06am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Work Allowance, but only for those hours worked after 12 midnight and up to 6.00am; and

No Shift Allowance for work from 6.00am to 7.06am.

(d) Overtime

Overtime worked by a Full-time Employee shall be paid at the rate set out in subclause 8.1 of clause 8, Overtime, of this Part B.

An Employee is not entitled to both a Shift Allowance (whether for a Shift in respect of Afternoon Work, Night Work, Saturday, Sunday or Holiday) and Overtime Penalty. The Employee shall be paid the higher of an applicable Shift Allowance or Overtime Penalty.

Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee who works a Shift from 7.00pm on Friday Night to 8.36am Saturday morning (and whose Ordinary Shift was from 7.00pm to 6.06am) shall only be entitled to:

The Afternoon Work Allowance, but only for those hours worked up to 10.00pm;

The Night Work Allowance, but only for those hours worked after 10.00pm up to midnight;

The Saturday Shift Allowance, but only for those hours worked from midnight to 6.06am Saturday morning;

The Overtime Rate (time and a half) in respect of the first two hours of Overtime worked, that is, from 6.06am up until 8.06am; and

The Overtime Rate (double time) in respect of Overtime Hours in excess of two hours overtime, that is, from 8.06am up until 8.36am.

Example 2

An Employee who works a Shift from 6.00am on Sunday morning to 9.06pm Sunday evening (and whose Ordinary Shift was 6.00am to 7.06pm) shall only be entitled to:

The Sunday Shift Allowance for all hours worked, even though the Employee is working two hours' of Overtime. This is because the Overtime Rate is calculated by reference to the earnings the Employee receives under normal working conditions on a Sunday, which is the Ordinary Time Rate of Pay + 100%, which is higher than the normal Overtime Rate of time and a half, and an Employee is entitled to the higher rate.

B. Part-time Employees

A Part-time Employee is an Employee, other than a Full-time Employee, engaged to work regular hours each week in accordance with a Shift Roster with a minimum engagement of 15 hours per week and a maximum engagement of 37 hours per week, excluding Paid Meal Breaks.

The Ordinary Hours of a Part-time Employee shall be worked continuously, excluding any Paid Meal Break, and shall not be less than three or more than 13.4 hours per Ordinary Shift.

A Shift Roster for a Part-time Employee shall set out the days and the starting and ceasing times the Part-time Employee works each week or as otherwise arranged by mutual agreement.

A Part-time Employee shall be entitled to Annual Leave, Sick Leave, Jury Service, Bereavement Leave and Parental Leave on a pro rata basis calculated as follows:

$$\begin{array}{ccccc} \text{Part-time} & & \text{Part-time Employee's} & & \text{Equivalent Full-time} \\ \text{Employee's} & = & \text{Ordinary Weekly Hours} & \times & \text{Employee's} \\ \text{Entitlements} & & 38 & & \text{Entitlements} \end{array}$$

The Ordinary Hours of a Part-time Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

(a) Monday to Friday

A Part-time Employee shall be paid the following Shift Allowances for Ordinary Hours worked from Monday to Friday:

Morning Work	Nil
Afternoon Work	17.5% of the Ordinary Time Rate of Pay
Night Work	20% of the Ordinary Time Rate of Pay

(b) Saturday, Sunday and Holidays

A Part-time Employee shall be paid the following Shift Allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday	50% of the Ordinary Time Rate of Pay
Sunday	100% of the Ordinary Time Rate of Pay
Holidays	150% of the Ordinary Time Rate of Pay

The Shift Allowances for hours of work worked by a Part Time Employee on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples, any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee whose Ordinary Shift commences at 10.00pm on a Friday night and finishes at 4.00am on a Saturday morning will only be entitled to:

The Night Work Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee whose Ordinary Shift commences at 6.00pm Saturday and finishes at 1.00am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee whose Ordinary Shift commences at 11.00pm on a Holiday and finishes at 3.00am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Work Allowance, but only for those hours worked after 12 midnight.

(d) Overtime

Overtime worked by a Part-time Employee, being work in excess of their Ordinary Shift, shall be paid at the rate set out in subclause 8.1 of this clause.

An Employee is not entitled to both a Shift Allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime Penalty. The Employee shall be paid the higher of an applicable Shift Allowance or Overtime Penalty.

8. Overtime

8.1 Full-time and Part-time Employees required to work Overtime shall be paid:

- (a) at the rate of time and one half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay; or
 - (b) at the Employee's applicable Ordinary Time Rate of Pay plus any applicable Shift Allowance, whichever is the greater.
- 8.2 Where Overtime is necessary, it shall, wherever reasonably practicable, be so arranged such that Employees have at least ten consecutive hours off duty between Shifts. An Employee who works Overtime following the cessation of his/her Ordinary Shift on one day and who has not had at least ten consecutive hours off duty between cessation of the Overtime and the commencement of his/her next Shift shall, subject to this clause, be released after completion of such Overtime and not be required to report back to work until the Employee has had ten consecutive hours off duty. An Employee required to take time off duty to ensure compliance with this clause will be permitted to do so without loss of pay.
- 8.3 If, on the instruction of the Employer, such an Employee resumes work without having had ten consecutive hours off duty between Shifts, he/she shall then be paid at double time until he/she is released from duty for that period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty, without loss of pay.
- 8.4 Subclauses 8.1, 8.2 and 8.3 of clause 8, Overtime, of this Part B shall not apply when the time worked is by an arrangement between the Employees themselves, or when the rotation of Shifts has necessitated work in excess of the Ordinary Hours as part of a revised Shift Roster.
- 8.5 Employees may be required to work a reasonable amount of Overtime under the terms of this Award.
- 8.6 Meal Allowance

Employees who are required to work more than one and one half hours' Overtime immediately after normal ceasing time and who have not had at least 24 hours' notice of the requirement to work such overtime shall be paid a Meal Allowance of \$12.00.

9. Rest Pauses

- 9.1 Employees who work a minimum of four consecutive hours on any day shall be entitled to a rest pause of ten minutes' duration without loss of pay during the first four hours. Employees who work a minimum of eight and a half consecutive hours on any day shall be entitled to a second rest pause of ten minutes duration without loss of pay. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the Employer is necessary.
- 9.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a rest pause in accordance with subclause 9.1 of this clause. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another rest pause in accordance with the said subclause 9.1, but only for the length of time equal to that part of the rest pause which the Employee did not receive because of the direction of the Employer.

10. Paid Meal Break

- 10.1 Employees who work:
- (a) more than five continuous hours but less than eight and a half continuous hours shall be entitled to a Paid Meal Break of 30 minutes,
 - (b) more than eight and a half continuous hours shall be entitled to a Paid Meal Break of 42 minutes,

to be taken approximately mid-way through their Shift. However, the time of taking the Paid Meal Break may be varied at any time to meet the requirements of the operation and maintenance of the Eastern Distributor.

- 10.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a Paid Meal Break. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another Paid Meal Break in accordance with subclause 10.1 of this clause, but only for the length of time equal to that part of the Paid Meal Break which the Employee did not receive because of the direction of the Employer.
- 10.3 In recognition of the fact that an Employee may be recalled to work during their Paid Meal Break, an Employee shall be paid at time and a half of the Ordinary Time Rate of Pay for that Employee's classification during a Paid Meal Break.
- 10.4 Despite clause 10.3, the Paid Meal Break shall not:
- (a) form part of the Ordinary Hours or Ordinary Weekly Hours of an Employee;
 - (b) be included for the purposes of calculating Overtime; and
 - (c) entitle the Employee to receive any allowance or penalty in respect of the Paid Meal Break apart from that referred to in subclause 10.3 of this clause.

11. Wage Increases

As set out in clause 11, Paid Meal Break, of Part A.

12. Electronic Funds Transfer

As set out in clause 12, Electronic Funds Transfer, of Part A.

13. Restrictive Work Practices

As set out in clause 13, Restrictive Work Practices, of Part A.

14. Technological Change

As set out in clause 14, Technological Change, of Part A.

15. Superannuation

As set out in clause 15, Superannuation, of Part A.

16. Annual Leave

- (a) Except as provided by this clause, the *Annual Holidays Act* 1944 (NSW) ('Act'), or any Act which replaces the Act, each as amended, shall apply.
- (b) Full-time Employees shall receive 152 hours of paid Annual Leave for each year of service with the Employer, to be based on the Ordinary Hours that the Employee would have otherwise worked, and payable in accordance with this clause. Part-time Employees shall receive a pro rata entitlement calculated in accordance with the formula in subclause B of clause 7, Hours of Work and Entitlements, of this Part B.
- (c) Where an Employee takes a period of Annual Leave and a Holiday falls within that period, the Holiday shall not be included as part of the period of Annual Leave. Further, for the avoidance of doubt, since Annual Leave is based on Ordinary Hours, when an Employee takes a period of Annual Leave, the hours taken as Annual Leave:

- (i) will include the Ordinary Hours that the Employee would have otherwise worked on a Saturday or Sunday; and
 - (ii) will not include any hours in respect of Overtime that the Employee would, or may, have otherwise worked; and the Employee will receive no payment whatsoever in respect of such Overtime.
- (d) The parties acknowledge that it is intended that work under this Part B will be carried out 24 hours a day, seven days a week. Accordingly, in addition to their entitlement to a period of leave under paragraph (b), a Full-time or Part-time Employee who is a seven-day Shift Worker, that is, an Employee who is required under the Shift Roster to work regularly on Sundays and Holidays shall be allowed 38 hours (for Full-time Employees), or the equivalent pro rata entitlement calculated in accordance with the formula in the said subclause B (for Part-time Employees) paid Annual Leave for each year of service, to be taken, and payable, in accordance with this clause. However, if a Full-time or Part-time Employee has only served a portion of the year of employment as a seven day Shift Worker, this additional leave shall be one hour for every 50.4 Ordinary Hours worked as a seven day Shift Worker.
- (e) Any accrued entitlement of an Employee to Annual Leave under Part A shall be converted to an hourly entitlement calculated on the basis of one week's leave under Part A being equivalent to 38 hours (for Full-time Employees), or the equivalent pro rata entitlement calculated in accordance with the formula in the said subclause B (for Part-time Employees) of leave under this Part B.
- (f) Except as provided by paragraph (g) below, a Full-time or Part-time Employee will be entitled to the following payments while on a period of Annual Leave as provided by this clause:
 - (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked;
 - (ii) all Shift Allowances (including Saturday and Sunday but not including Holiday Shift Allowances) calculated in accordance with clause 7, Hours of Work and Entitlements, of this Part B which the Employee would have received for the Ordinary Hours that the Employee would have otherwise worked; and
 - (iii) a payment for all Paid Meal Breaks which the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked.
- (g) Despite paragraph (f) above, if an Employee has at least 12 months' continuous service, the Employee shall be entitled to the following payments upon taking a period of Annual Leave:
 - (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked; and
 - (ii) a payment for all Paid Meal Breaks which the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked; and
 - (iii) the greater of:
 - (A) all Shift Allowances (including Saturday and Sunday but not including Holiday shift allowances) calculated in accordance with the said clause 7 which the Employee would have received for Ordinary Hours that the Employee would have otherwise worked; or
 - (B) an Annual Leave Loading of 17.5% of:
 - (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked; and
 - (ii) the payment for all Paid Meal Breaks that the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked.

- (h) Where the employment of an Employee is terminated by the Employer for a reason other than malingering, inefficiency, neglect of duty, misconduct or misappropriation, and at the time of the termination the Employee has not been given, and has not taken, the whole of the Annual Leave to which the Employee has become entitled, the Employee shall be paid a loading calculated in accordance with subparagraph (b) above. This loading shall not be payable to an Employee upon termination except in accordance with this subparagraph.
- (i) An Employee must obtain the approval of the Motorway Manager before taking any period of Annual Leave.
- (j) For the purposes of this clause, 'Ordinary Hourly Pay' means the applicable Ordinary Time Rate of Pay for the Employee's classification at the time of taking the period of Annual Leave plus, where applicable, the hourly amount ordinarily received by the Employee in respect of Supervisor, First Aid and Leading Hand Allowances.

17. Sick Leave

As set out in clause 17, Sick Leave, of Part A.

18. Long Service Leave

The *Long Service Leave Act* 1955 shall apply.

19. Jury Service

As set out in clause 19, Jury Service, of Part A.

20. Personal/Carer's Leave

As set out in clause 20, Personal/Carer's Leave, of Part A, except that, for the purposes of subclause 20.3, Annual Leave:

the phrase 'five days in single day periods' is replaced with '38 hours against single Ordinary Shifts' in paragraph (a) of the said subclause 20.3;

the phrase 'single day absences' is replaced with 'single Ordinary Shift absences' in paragraph (c) of the said subclause 20.3; and

the phrase 'five consecutive Annual Leave days are' is replaced with '38 consecutive hours of Annual Leave is' in the said paragraph (c).

21. Parental Leave

As set out in clause 21, Parental Leave, of Part A.

22. Bereavement Leave

As set out in clause 22, Bereavement Leave, of Part A, except that a reference to 'day' shall be replaced by a reference to 'Ordinary Shift'.

23. Occupational Health and Safety

As set out in clause 23, Occupational Health and Safety, of Part A.

24. Clothing

As set out in clause 24, Clothing, of Part A.

25. Medical Examinations

As set out in clause 25, Medical Examinations, of Part A.

26. Training

As set out in clause 26, Training, of Part A.

27. Alcohol and Other Drugs

As set out in clause 27, Alcohol and Other Drugs, of Part A.

28. Probationary Period

As set out in clause 28, Probationary Period, of Part A.

29. Union Procedure

As set out in clause 2, Union Procedure, of Part A.

30. Dispute Settlement Procedures

As set out in clause 30, Dispute Settlement Procedures, of Part A.

31. Anti-Discrimination

As set out in clause 31, Anti-Discrimination, of Part A.

APPENDIX A**Ordinary Rates of Pay**

Classifications	Hourly Rate of Pay as at 30/09/02 Existing Hourly Rate of Pay	Weekly Rate of Pay as at 30/09/02 Existing Weekly Rate of Pay	Hourly Rate of Pay as at 01/10/02 Wage Increase No 1 4%	Weekly Rate of Pay as at 01/10/02 Wage Increase No 1 4%	Hourly Rate of Pay as at 01/10/03 Wage Increase No 2 2%	Weekly Rate of Pay as at 01/10/03 Wage Increase No 2 2%	Hourly Rate of Pay as at 01/04/04 Wage Increase No 3 2%	Weekly Rate of Pay as at 01/04/04 Wage Increase No 3 2%	Hourly Rate of Pay as at 01/10/04 Wage Increase No 4 2.5%	Weekly Rate of Pay as at 01/10/04 Wage Increase No 4 2.5%	Hourly Rate of Pay as at 01/04/05 Wage Increase No 5 2.5%	Weekly Rate of Pay as at 01/04/05 Wage Increase No 5 2.5%
Motorway Patroller	\$17.58 Per Hour	\$668.04 Per Week	\$18.28 Per Hour	\$694.64 Per Week	\$18.65 Per Hour	\$708.70 Per Week	\$19.02 Per Hour	\$722.76 Per Week	\$19.50 Per Hour	\$741.00 Per Week	\$19.99 Per Hour	\$759.62 Per Week
Toll Collector	\$15.69 Per Hour	\$596.22 Per Week	\$16.32 Per Hour	\$620.16 Per Week	\$16.65 Per Hour	\$632.70 Per Week	\$16.98 Per Hour	\$645.24 Per Week	\$17.40 Per Hour	\$661.20 Per Week	\$17.84 Per Hour	\$677.92 Per Week

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

(1707)

SERIAL C2224

CONDONG AND BROADWATER CO-GENERATION CONSTRUCTION PROJECTS CONSENT AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Labor Council of New South Wales, State peak council for employees.

(No. IRC 4604 of 2003)

Before The Honourable Mr Deputy President Harrison

29 August 2003

AWARD

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1. Title

1.1 The Title

This Award is the Downer Energy Systems Pty Ltd and Clyde Babcock-Hitachi (Australia) Pty Ltd Consortium, Condong and Broadwater Co-Generation Construction Projects Consent Award 2003.

1.2 Application of Award

This Award shall apply exclusively to all employees of Downer Energy Systems Pty Ltd and Clyde Babcock Hitachi (Australia) Pty Ltd for the above Projects for whom classifications and rates of pay are provided herein.

This Award shall apply to any employee of contractors, subcontractors or suppliers of supplementary labour engaged by Downer Energy Systems Pty Ltd and Clyde Babcock Hitachi (Australia) Pty Ltd (where those contractors, subcontractors or suppliers of supplementary labour are not a party to a relevant industrial instrument, which, on balance, contains rates of pay or conditions no less than those contained in this Award.)

1.3 The Agreement does not apply to:

- (a) Supervisory personnel.
- (b) Employees of Sunshine Sugar and Delta Electricity or its direct subcontractors and related Companies.
- (c) Persons engaged in the transportation of material and equipment to and from the site.
- (d) Engineers / technicians / surveyors.
- (e) Employees of public utility services eg: railway, telecommunications, electricity and local authorities or their direct subcontractors other than those directly contracted to the Consortium.
- (f) Security personnel.
- (g) Employee's of contractors engaged in connection with off-site manufacture and supply of equipment, infrastructure and materials associated with the Consortium's Condong and Broadwater co generation Projects.
- (h) Employees engaged on warranty work during or after construction of the Projects.

SECTION A - THE AWARD

2. Parties to the Award

- 2.1 The Parties to this Award are (1) Downer Energy Systems Pty Ltd and Clyde Babcock Hitachi (Australia) Pty Ltd (hereafter "Consortium") and their employees, (2) all contractors engaged by the Consortium and their employees their subcontractors and their employees (3) Labor Council of New South Wales (4) and those unions who are affiliated to the Labor Council of NSW and who are respondents to this award.

The Union's Respondent to This Award Are the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, the The Australian Workers' Union, New South Wales, the Electrical Trades Union of Australia, New South Wales Branch, the The New South Wales Plumbers and Gasfitters Employees' Union, the Transport Workers' Union of Australia, New South Wales Branch, and the Construction, Forestry, Mining and Energy Union (New South Wales Branch) and General Division (NSW Branch).

3. Objectives

- 3.1 The key objectives of the Award are to:

encourage a high degree of employee participation, team work, trust and shared commitment to the goals of the Projects

develop skill improvement programs for employees;

maintain and consolidate a good safety record for the Projects;

promote measures to improve efficiency and minimise waste from construction activities;

promote measures to minimise the impact of construction work on the environment;

provide a set of agreed employment conditions.

4.. Induction

- 4.1 Prior to the commencement of work on site, all project employees shall be required to attend and undertake a project induction session. Officials of the respondent parties may attend these sessions. Employees will have to demonstrate a clear understanding of the issues raised in the induction, prior to beginning actual work.

- 4.2 Inductions will include information and the provision of relevant documentation on the following:

the scope, purpose and anticipated duration of the project;

the Project Award and how it governs the contract of employment of each employee;

compliance with the requirements for legislative, employer, employee and site safety and environmental standards;

the cooperative objectives of this award;

the specific dispute resolution procedures of this award.

5. Period of Operation and Renewal of the Award

- 5.1 This Award shall operate on and from 29 August 2003.

- 5.2 The Award will operate for three (3) years.
- 5.3 The parties agree to set this Award aside at the achievement of Practical Completion Date (PCD) of each project.

SECTION B - EMPLOYMENT CONDITIONS

6. Contract of Employment

- 6.1 Except for a casual employee (as defined) employment shall be by the week. One (1) week's notice of termination of employment shall be given on either side or one (1) week's pay shall be paid or forfeited.
- 6.2 A casual employee is employed on an hourly basis and paid as such with a minimum payment of four (4) hours. Casual employees shall be paid a 25% casual loading in compensation for other benefits under this Agreement to which a casual employee has no entitlement. The casual employee is entitled to pro-rata redundancy payments and Superannuation in accordance with the Superannuation legislation.
- 6.3 Where casual employees are engaged on the Project, the engagement shall not exceed four (4) weeks duration unless agreement is reached between the parties to the Agreement. Then, the engagement of a casual employee may be extended for a further two (2) weeks. Agreement to an extension of engagement shall not be reasonably withheld.
- 6.4 The parties are committed to engagement of employees on a weekly basis. The use of casual employees is intended to be kept to a minimum number.

7. Rates of Pay and Payment of Wages

- 7.1 The ordinary rates shall be those rates as outlined in Appendix A - 'Wage Rates'. The allowances (where applicable) shall be those allowance prescribed in this Award. If a company with higher EBA rates comes on site the employees of that company will receive the higher amount. The company's EBA will have no effect on the rates in this Agreement and there will be no claim against a higher rate under this agreement.
- 7.2 All wages, allowances and other monies shall be paid by electronic funds transfer. Payments shall be paid into an employee nominated account with a recognised financial institution and, subject to the provisions of 7.4 and 7.6, be available to the employee not later than the cessation of ordinary hours of work on Thursday of each working week.
- 7.3 An employee kept waiting for their wages on the nominated payday for more than an hour after the usual time of ceasing work shall be paid at overtime rates for a maximum of four (4) hours. This shall not apply where the employer has taken all reasonable steps to process the payment and the delay is because of fault, error or delay of the transfer of funds within the banking system.
- 7.4 Provided that in any week in which a holiday falls on a Friday wages accrued shall be paid on the previous Wednesday night and provided further that when a holiday occurs on any Thursday wages accrued may be paid on the following Friday. Nothing shall prevent any alternative mutual arrangement between an employer and an employee.
- 7.5 An employer shall not keep more than three (3) days wages in hand.
- 7.6 When notice is given in accordance with Clause 8 - Contract of Employment, of this Award all monies due to the employee shall be paid at the time of termination. Where notice is forfeited, payment must be made within three (3) working days of the termination.
- 7.7 Particulars of details of payment to each employee shall be included in a statement handed to the employee at the time payment is made and shall contain the following information:

- (a) Date of payment

- (b) Period covered by such payment
- (c) The hours worked for which payment is made
- (d) The amount of wages paid for work at ordinary rates
- (e) The gross amount of wages and allowances paid
- (f) The amount of each deduction made and the nature thereof
- (g) The net amount of wages and allowances paid
- (h) The name of the Company employing the employees
- (i) The amount salary sacrificed (if any)
- (j) The number of hours paid at overtime rates and the amount paid therefore
- (k) The amount of allowances or special rates paid and the nature thereof

7.8 Other Entitlements

7.8.1 Tool Allowance

A tool allowance of \$21.50 per week shall be paid for all purposes of the award to all tradespersons.

7.8.2 In Charge of Plant allowance

Where an employee is required by their employer:

- (a) to operate a piece of plant as defined for more than two (2) days in any given week;
- (b) to conduct regular maintenance checks i.e. complete daily checklists and provide to their supervisor on that plant and to undertake minor servicing eg refuelling, greasing, oil replacement, tyre maintaining, tyre pressure;
- (c) That employee will be paid an allowance of \$25 per week flat.

7.8.3 First Aid Allowance

Employees who hold current industry recognised First Aid qualifications and are nominated by the employer to utilise that qualification shall be paid an allowance of \$2.09 per day (flat) for each day worked.

7.8.4 Leading Hand Allowance

A person specifically appointed to be a leading hand shall be paid at the rate of the undermentioned hourly amounts above the hourly rates of his/her own rate.

\$ Per Hour

(a) In charge of not more than one person	0.35
(b) In charge of two and not more than five persons	0.78
(c) In charge of six and not more than ten persons	0.99
(d) In charge of more than ten persons	1.32

This allowance is to apply for all purposes of this award.

7.8.5 Other Allowances

- (a) Specialist Skills - Electrical employees who are qualified and required to perform such work shall receive the following all purpose allowance:

Electrical Licence	\$27.80 per week
Electrical Special Class	\$43.80 per week
Electrical Instrument Fitter	\$43.80 per week
Instrument, complex systems	\$43.80 per week

- (b) Specialist Skills - Mechanical

Mechanical employees (as defined) who are qualified to Project standards and are required to perform such work shall receive the following all purpose allowance:

Instruments	\$43.80 per week
Instrument, Complex Systems	\$43.80 per week
Special Class Welders	\$43.80 per week

- (c) Plumbing Trades:

Plumbing Licence	\$38.20 per week
Plumbing Registration	\$19.00 per week

- (d) Refractory Allowance \$1.42 per hour (Trades) \$1.22 per hour (Labourer)

7.9 Fares and Travel

- (a) Employees who reside and travel up to 50 kilometres from the workplace. All payments for fares and travelling are included in the rates of pay at Appendix "A". No additional payments shall be claimed or made.
- (b) Employees who reside and travel more than 50 kilometres and up to 100 kilometres from the workplace.

Employees who so reside and travel shall be paid \$20.00 per day worked in addition to the payments for fares and travel up to 50 kilometres included in the rates of pay at Appendix "A".

8. Hours of Work

- 8.1 The ordinary hours of work as defined below for Employees will be for the purposes of this Award be worked between 6.00 am and 6.00pm.
- 8.2 The ordinary working hours shall be worked in a 5-day cycle, Monday to Friday inclusive, with eight (8) hours worked for each of Monday to Thursday and six (6) hours on Friday.
- 8.3 Overtime and Special Time

8.3.1 All hours in excess of the ordinary hours on any day shall be paid at the rate of:

Day	Overtime Rate
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Monday to Thursday	After eight (8) ordinary hours, the first two (2) hours of overtime at 150% and the remainder at 200%.
Friday	After six (6) ordinary hours, the first two (2) hours of overtime at 150% and the remainder at 200%.
Saturday	First two (2) hours of overtime at 150% and the remainder at 200%. All work after noon at 200%. On a Saturday, an employee must be provided with or paid for a minimum of four (4) hours work.
Sunday	All overtime hours worked at 200%. On a Sunday, an employee must be provided with or paid for a minimum of four (4) hours work.
Public Holidays	All hours worked at 250%. On a Public Holiday, an employee must be provided with or paid for a minimum of four (4) hours work.
Recall to Work	Payment at the appropriate overtime rate for the day of the week with a minimum of four (4) hours.

8.3.2 When an employee, after having worked overtime and/or a shift for which he/she has not been regularly rostered, finishes work at a time when their usual means of transport is not available the employer shall provide him/her with conveyance to his/her home or to the nearest public transport.

8.3.3 An employee who:

- (a) That has not had at least 10 consecutive hours off duty before recommencing the next shift.
- (b) And who, on the instructions of the employer, resumes or continues to work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she has had ten (10) consecutive hours off duty without a loss of ordinary working time pay.
- (c) Has worked continuously (except for meal and crib times allowed by this Agreement) for sixteen (16) hours shall not be required to continue at or commence work for at least twelve (12) hours.
- (d) These provisions shall apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours when overtime is worked for the purpose of changing shift rosters; or where a shift worker does not report for duty and day worker or shift worker is required to replace such shift worker; or where a shift is worked by arrangement between the employees themselves.

8.3.4 The provisions of Clause 8.3.2 and 8.3.3 shall apply in respect of work on a Public Holiday.

8.3.5 No apprentice under the age of 18 years shall be required to work overtime or shift work unless he/she so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent his/her attendance at T.A.F.E.

8.4 Crib Breaks on Weekend Work

An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.

In the event of an employee being required to work in excess of a further four hours, that employee shall be allowed to take a paid crib time of 20 minutes which shall be paid at the ordinary rate of pay.

8.5 Public Holidays

8.5.1 An employee, other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay.

New Year's Day.
Australia Day.
Good Friday.
Easter Monday.
ANZAC Day.
Queen's Birthday
Eight-Hour Day or Labour Day.
Christmas Day.
Boxing Day
Newcastle Show Day or local show day (as agreed)
Picnic Day - 1st Monday in December

8.5.2 If any other day is substituted for any of these holidays by a State Act of Parliament or State Proclamation, the day so substituted shall be observed, then such day shall be deemed to be a holiday for the purposes of this agreement, for holidays covered by this award.

8.5.3 Where the employer and the majority of directly affected employees agree any of the days in 8.5.1 may be substituted for another day. When this occurs the substituted day becomes that Public Holiday and the original day becomes an ordinary working day.

8.5.4 Easter Saturday - only an employee who normally works ordinary time, not overtime, on Easter Saturday shall be entitled to an ordinary days pay if Easter Saturday is not worked and not otherwise. All employees shall be entitled to public holiday penalty rates if Easter Saturday is worked.

8.5.5 An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages of each holiday which falls within 10 consecutive days after the day of termination.

8.5.6 Where any two or more of the holidays prescribed in this Award occur within a 7 day span, these holidays shall for the purpose of this Award be a group of holidays. If the first day of the group holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 consecutive days. Christmas Day, Boxing Day, and New Year's Day shall be regarded as a group.

8.5.7 No Employee shall be entitled to receive payment from more than one employer in respect of the same public holidays or group of holidays.

8.5.8 An employee who has worked as required by his employer the working day immediately before and the working day immediately after such a holiday or is absent with the permission of his employer or is absent with reasonable cause, shall be entitled to payment for the payment the public holiday. An absence arising by termination of employment shall be not be reasonable cause.

8.5.9 The employer will require from an employee, proof of picnic day attendance, i.e. ticket purchase before payment will be made for the day. No work shall be scheduled on the first Monday of December each year.

8.6 Shift Work

8.6.1 For the purposes of this clause:

- (a) "Day shift" means a shift commencing between 6am and 8am.
- (b) "Afternoon shift" means a shift finishing after 9.00pm and at or before 11.00pm.
- (c) "Night shift" means a shift finishing between 11pm and at or before 7.00am.
- (d) "Morning shift" means finishing after 12.30pm and at or before 2.00pm.
- (e) "Early afternoon shift" means a shift finishing after 7.00pm and at or before 9.00pm.

8.6.2 Where an employee is employed continuously (inclusive of Public Holidays) for five (5) shifts Monday to Friday, the following rates shall apply:

- (a) Afternoon and Night Shift - Ordinary Time plus 50%.
- (b) Morning and Early Afternoon Shifts - Ordinary Time plus 25%.

8.6.3 In the case of broken shifts (i.e. less than five (5) consecutive shifts Monday to Friday) the rates prescribed shall be: Ordinary time plus 50% for the first two (2) hours and double ordinary time rates thereafter.

Provided that where a job finishes after proceeding on shift work for more than five (5) consecutive days or the employee terminates his/her services during the week, he/she shall be paid at the rate specified in this Award hereof for the time actually worked.

8.6.4 The ordinary hours of both afternoon and night shifts shall be eight (8) hours daily inclusive of meal breaks.

Where shift work comprises three (3) continuous and consecutive shifts of eight (8) hours each per day, a crib time of 20 minutes duration shall be allowed in each shift, and shall be paid for as though worked. Such crib time shall be in lieu of any other rest period or cessation of work, elsewhere prescribed by this award. An employee shall be given at least 48 hours' notice of the requirements to work shift work.

8.6.5 For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.

8.6.6 All work paid in excess of shift hours, Monday to Friday, other than holidays shall be paid for at double time based on the ordinary rates of pay (excluding shift rates).

8.6.7 The provisions of this Award relating to hours (38 hour week) and leave shall apply to all employees working shift.

9. Rest Periods, Crib Times and Meal Breaks

9.1 Employees will be entitled to a ten (10) minute meal break (without a deduction in pay) to be taken within the first 3 hours of commencing work on all days worked.

9.2 A lunch break of thirty (30) minutes (non-paid) will be taken between the hours of 12.00 noon and 1.00 pm.

9.3 Meal Allowance and Crib Time

When an employee is required to work overtime after the usual ceasing time for the day or shift for one and a half hours he/she shall be paid \$17.70 (non-taxable) in lieu of the "Meal Allowance" provision and the 40 minute "Crib Time Allowance."

If the employee is required to remain at work for a further four hours he shall be paid a further \$17.70 for this and any subsequent one and a half hours of overtime.

- 9.4 Employees engaged in the pouring, placing and finishing of concrete may be called upon to work during recognised meal breaks, the additional rates of pay shall be double time until the employee takes a meal break, the rate of pay shall revert to single time on taking a meal break

SECTION C - LEAVE ENTITLEMENTS

10. Sick Leave

- 10.1 An employee other than a casual employee as defined who is absent from his/her work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled sick leave subject to the following conditions and limitations:

- (a) He/she shall within one (1) hour of the scheduled commencement of such absence inform their employer of his/her inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of his/her absence.

Where because of the nature of the inability to attend for work it is impractical for the employee to notify within one (1) hour of the scheduled commencement time, the employee must do so at the first available opportunity.

- (b) He/she shall prove to the satisfaction their employer that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (c) An employee during his/her first year of employment with their employer shall be entitled to sick leave entitlement at the rate of one (1) day at the beginning of each of the first ten calendar months.

- 10.2 Employees will be allowed a maximum of one (1) day of sick leave without a medical certificate. All sick leave beyond one (1) day will require a medical certificate for such leave to be paid their employer may agree to accept from the employee a statutory declaration, stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate.
- 10.3 If an employee is terminated by an employer and is re-engaged by an employer within a period of six (6) months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.
- 10.4 In such case the employee's next year of service will commence after a total of twelve months has been served from the date of re engagement.

11. Annual Leave

- 11.1 Period of Leave

Employees (other than casual employees) shall accrue annual leave at the rate of 1.667 days for every month worked.

- 11.2 Employees employed on rotating shift work which is worked over a period of seven days per week shall accrue annual leave at the rate of 2.083 days for every month worked.

- 11.3 Method of Taking Leave

- (a) Where an entitlement to annual leave exists such leave may be taken in such periods, and at such times as agreed between the employer and the employee.
- (b) Any request of annual leave (by the employee) shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be referred to a Board of Reference.

11.4 Proportionate Leave on Termination

Where an employee has given five (5) working days or more continuous service (other than a casual employee), inclusive of any agreed day off, and he/she either leaves his/her employment or his/her employment is terminated by his/her employer he/she shall be paid any untaken annual leave.

11.5 Broken Service

Where an employee breaks his/her continuity of service by an absence from work without the permission of the employer, the amount of leave to which he/she would have been entitled under 16.1 and 16.3 hereof shall be reduced by one-forty eighth for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which one-twelfth of a week's pay for each week or part thereof during which any such absence occurs.

A reduction shall only be made in respect of any absence where the employer informs the employee in writing within fourteen (14) days of the absence.

11.6 Calculation of Continuous Service

The following shall be included as time worked for the purpose of calculation of continued service:

- (a) Illness or accident up to a maximum of four (4) weeks after expiration of paid sick leave;
- (b) Bereavement leave;
- (c) Jury Service;
- (d) injury received during the course of employment and up to a maximum of 26 weeks for which he/she received worker's compensation;
- (e) Where called up for military service for up to three (3) months in any qualifying period;
- (f) Long service leave;
- (g) Any reason satisfactory to your employer or in the event of a dispute to the appropriate Board of Reference.

11.7 Leave Payment

- (a) Payment for Period of Leave.

Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him/her during the currency of leave.

- (b) Annual Leave Loading.

In addition to the payment prescribed in paragraph (a) hereof an employee shall receive during a period of annual leave a loading of 17.5% per cent calculated on the employees hourly rate as defined in Appendix A.

- (c) An Employee who is granted Annual leave and receives payment subsequent to being transferred from the Construction Site to another work location, is entitled to receive the benefits of this Agreement in respect to the Employee's service on the Project.

11.8 Prohibition of Alternative Arrangements

An employer shall not make payment to an employee in lieu of annual leave or any part thereof.

12. Other Leave

12.1 Jury Service

An employee required to attend for jury service shall be entitled to have his/her pay made up by his / her employer to equal his/her ordinary pay as for eight (8) hours per day plus fares whilst meeting this requirement. The employee shall give the employer proof of such attendance and the amount received in respect of such jury service.

12.2 Bereavement Leave

An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or step-child, grandparent, mother-in-law, father-in-law, be entitled on notice to leave up to and including the day of the funeral of such relation, (or where made necessary because of travel arrangements, the day after the funeral) and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days of work.

Proof of such death shall be furnished by the employee to the satisfaction of his / her employer.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement of leave.

For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the employee as a defacto wife or husband.

Provided further that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to be paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies, and that any dispute as to the granting of unpaid bereavement leave will be resolved in accordance with the disputes procedure of this award.

13. Parental Leave

Employees will be entitled to Parental Leave in accordance with the NSW *Industrial Relations Act* 1996.

14. Personal/Carer's Leave

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 10.0, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require

care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
 - (f) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

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 subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(3) Annual Leave

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

(4) Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

SECTION D - EMPLOYEE BENEFITS

15. Workers Compensation and Sickness Benefits

The Employer will provide top-up insurance 24 hour 7 days a week accident cover with a union approved industry scheme such as UPLUS or a similar fund.

16. Superannuation

- 16.1 Each employer will contribute an amount of \$75.00 per week for each employee or the Superannuation Guarantee Levy whichever is the greater.
- 16.2 The payment will be made to CBUS or other agreed scheme.
- 16.3 Should the legislation require a contribution greater than the amount nominated in 19.1 then the greater amount will apply.
- 16.4 An employee engaged on site from time to time for less than a completed week of employment shall have their employer funded superannuation contributions topped up where necessary on a daily basis calculated by dividing the relevant rate above by 5. Such payments shall not apply where an employees employer funded contribution under the Superannuation Guarantee Charge exceeds the weekly contribution rate under this clause.

17. Redundancy

- 17.1 Each employee will be entitled to receive a redundancy payment for each week of service of \$60.00 (paid to A.C.I.R.T., MERT or other agreed redundancy fund.).
- 17.2 Employees engaged on-site, from time to time for less than a completed week of employment shall be paid \$1.80 per hour flat for all ordinary hours worked to a maximum of 38 hours per week, in lieu of the required contribution on behalf of employees into A.C.I.R.T., MERT or other agreed redundancy fund.
- 17.3 As a consequence of the relevant payment in 17.1 or 17.2 no other payments for redundancy need be made by the employer to any employee for the period the employee is engaged on this Project.

SECTION E - ISSUE RESOLUTION**18. Inclement Weather**

- 18.1 The parties will adopt a reasonable approach with respect to inclement weather procedures and what constitutes 'inclement weather'. The object is to minimise lost time due to inclement weather and the purpose of this Clause is to establish common procedures so that the welfare and safety of Employees is respected and work can continue in an orderly fashion during periods of inclement weather. Employees will accept transfers from an exposed work area to a work area not affected by inclement weather if useful work is available within the scope of the Employee's skill, competence and training.
- 18.2 "Inclement Weather" shall mean the existence of abnormal climatic conditions (whether they be those of rain, hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like), by virtue of which it is either unsafe and/or unreasonable for employees to continue working when exposed to this weather.
- 18.3 During and after periods of inclement weather the Consortium Project Manager, after consultation with the Safety Committee or employee safety representative, will determine any steps necessary to ensure that work can continue in a safe manner. In all cases, priority will be given to ensuring that a safe workplace is provided and safe systems of work are used. Nothing in this procedure will negate or contradict the rights of the safety committee under the terms of the NSW Occupational.
- 18.4 Where the initiatives described in 18.3 above are not possible or non-productive, the use of non-productive time may be used for activities such as relevant and meaningful skill development, safety training, presentation and participation in learning, planning and reprogramming of the project.
- 18.5 Where a concrete pour has been commenced prior to the commencement of inclement weather, employees may be required to complete such concrete pour to a practical stage and for such work, shall be paid at the rate of double time calculated to the next hour and in the case of wet weather.

19. Dispute Prevention Procedures

- 19.1 The Parties to this Award agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between the Consortium and its Employees and to ensure that the Client and Consortium achieve the completion of the job within the specified time and cost.
- 19.2 If an Employee has a grievance arising out of his or her employment with the employer, the Employee may notify the Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought. The Employee may request an Employee member of the consultative Committee to be present at the meeting.
- 19.3 If the matter is not resolved by the Supervisor, the Employee may request that the Supervisor refer the grievance to the Project Manager. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate and designated area Union organiser.
- 19.4 If the matter is still not resolved, the Employee may request the Project Manager to refer the grievance to the State Manager and the relevant Union Secretary or nominee.
- 19.5 If the matter is not resolved at this stage the Labor Council of NSW shall be requested to become involved.
- 19.6 If the above process does not resolve the grievance either of the parties may refer the grievance to the Industrial Relations Commission of NSW for determination. Subject to the legal rights of the Parties the determination of the Commission shall be binding on the Parties.
- 19.7 Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising. Neither party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

20. Procedure for Settling Disagreements Over Safety Issues

- 20.1 Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless access to safe working areas is unsafe. However, any problem of access shall be immediately rectified and Employees/workers will use any alternate safety access to such safe working areas while the usual access is being rectified.
- 20.2 Should the project be in dispute on the basis that the whole project is thought to be unsafe, the following procedures shall apply:

Employees shall not leave the site.

Immediate inspection of the project involving both Consortium and Employee representatives of the site Safety Committee shall take place.

Consortium will nominate in consultation with the safety committee the Order of priority the work areas to be inspected by the Safety Committee.

The inspection shall identify the safety rectification work needed to take place in each work zone.

As zones are agreed for rectification, all employees/workers who can be gainfully employed shall immediately commence rectification works.

Upon verification that such rectification has been completed, productive work will resume. Such resumption of work shall take place progressively as each work area has been cleared.

Should any dispute arise then the Project Manager will immediately call a Work Cover Inspector to assist on the procedures required for rectification.

SECTION F - MISCELLANEOUS

21. Time Records

- 21.1 Employers shall keep a record of the following:
- (a) The name of each employee and his/her classification and rate of pay;
 - (b) The hours worked each day;
 - (c) The gross amount of wages and allowances paid;
 - (d) The amount of each deduction made and the nature thereof;
 - (e) The net amount of wages and allowances paid;
 - (f) The Workers Compensation Policy or other satisfactory proof of insurance such as a renewal certificate;
 - (g) Any details of taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYG Tax, whether under a Group Employer's Scheme or not;
 - (h) A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the employer's registration, the date of the last payment, and the period for which that payment applies (where such documentation is available under State Legislation);
 - (i) Superannuation and Redundancy Scheme contributions;
 - (j) Employees 24 hour sickness and accident policy.

- 21.2 All records and documentation referred to in the above clause, or copies thereof, shall be available for inspection by a duly accredited official of an organisation bound by this agreement in accordance with the terms of the NSW Industrial Relations Act.

22. Working Away from Home

22.1 Entitlement

- (a) The employer shall provided a distant worker with reasonable board and lodging at no cost to the employee or pay a living away from home allowance of \$52.00 per day up to a maximum of \$ 364.90 per week when employed on the Project site at such distance from the employee's usual place of residence that the employee cannot reasonably return each night.

It shall be considered impractical where the distance travelled exceeds 100km (by the shortest practical route) from the project to the usual place of residence.

For electrical tradespersons (including special class), the amount of living away from home allowance as provided for in the Electrical, Electronic and Communications Contracting Industry (State) Award shall be substituted for the amounts in this provision.

- (b) The employer shall provide an itinerant worker acceptable board and lodging at reasonable cost - (caravan allowance of \$156.70 per week or \$22.60 per day or the cost of the caravan site whichever is the greater).

22.2 Procedure

- (a) The employer shall advise applicants for employment of their entitlement under this clause at the time of the interview.
- (b) The employer shall determine whether the employee is correctly defined as a "distant worker", "itinerant worker" or "local worker". The appropriate definition shall be shown on the employer's records when the employee completes the Application Format the pre employment interview.
- (c) An employer shall not, under any circumstances, attempt to persuade or induce applicants for employment to provide a local address as the usual place of residence in an effort to avoid the employer's obligations under this clause.
- (d) Subject to the provisions of the NSW Industrial Relations Act it shall be sufficient grounds for termination that an employee provides false and/or misleading information as to his/her place of residence.

22.3 Usual Place of Residence

In determining "usual place of residence" the employer shall obtain, and the applicant for employment shall provide a statement in writing of residence, at the time of engagement, provided that documentary evidence of the applicant's usual place of residence, such as a motor driver's licence may be provided and accepted in lieu of the statement in writing.

The employee's usual place of residence and not the place of employment shall determine the applicability of this clause.

An employee shall notify the employer in writing of any subsequent change to his usual place of residence. No subsequent change to an employee's usual place of residence shall entitle an employee to the provisions of this Clause, unless the employer agrees.

22.4 Mobility

Where an employee is sent from their usual locality to another, they shall whilst necessarily travelling be paid travelling time and expenses as follows:

- (1) The rate of pay for travelling time shall be ordinary rates.
- (2) The maximum travelling time to be paid for shall be twelve hours out of every twenty four hours, or when a sleeping berth is provided by the employer for all night travel, eight hours out of every twenty four.
- (3) Expenses for the purpose of this clause means:

All fares reasonably incurred. The fares allowed shall be for bus, economy air, second class rail travel, except where all night travelling is involved, then they shall travel first class, with sleeping berth, where available.

Reasonable expenses incurred whilst travelling including \$9.30 for each meal taken.

A reasonable allowance to cover the cost incurred for board and lodging.

- (4) Where an employee proceeds to a distant construction site and provided that the employer obtains a statement in writing from the employee of their usual place of residence at the time of engagement, no subsequent change of address shall vary the entitlements under this clause unless the employer agrees.
- (5) Rest and Recreation - Rail and Road Travel: An employee who qualifies for the provisions of this clause, may, after two months continuous service, and thereafter at station nearest to their usual place of residence, on the pay day which immediately follows the date on which they return to the job. Provided, that no delay not agreed with the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

Provided further, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of two or three months, then the provisions of this subclause shall have no application.

- (6) Air Travel:

The following conditions shall apply to an employee who is located in any area to which air travel is the only practical means of travel:

The employee may return home after four months continuous service and shall in such circumstances be entitled to two days leave of which one day shall be paid.

Thereafter, the employee may return to their usual place of residence after each further period of four months continuous service, and in each case they shall be entitled to two days leave of which one day shall be paid.

Payment for leave and reimbursement for any economy class air after paid by the employee shall be made at the completion of the first pay period commencing after the date of return to the job.

Provided further, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of four months, then the provisions of this subclause shall have no application.

- (7) Limitation of Entitlement:

This entitlement shall be taken as soon as is reasonably practical after becoming due and shall lapse after a period of two months. Provided, that the employee has been notified in writing by the employer in the week prior to the entitlement becoming due and of the date that the entitlement will lapse if it is not taken by the employee. (Proof of the written notice shall lie with the employer.)

(8) Service Entitlement

For the purposes of this paragraph, service shall be deemed to be continuous, notwithstanding an employee's absence from work as prescribed.

(9) Variable Return Home

In special circumstances, and by agreement with the employer, the return to the usual place of residence may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlements.

(10) Non-Payment in Lieu

Payment of fares and leave without pay as provided shall not be made unless taken by the employee.

(11) Termination

An employee shall be entitled to notice of termination in sufficient time to arrange transport at termination or shall be paid as if employed up to the end of the ordinary day before transportation is available.

22.5 Definitions

- (a) "Distant Worker" means an employee who has provided satisfactory evidence that due to engagement on the construction site he/she is unable to reasonably return home each night.
- (b) "Itinerant Worker" means an employee with no fixed address.
- (c) "Local Worker" means an employee whose usual place of residence is within the local area.
- (d) "Reasonable Board and Lodging" means lodging in a well kept establishment with three adequate meals per day, adequate furnishings, good lighting and heating, hot and cold running water, in a single or twin room if a single room is unavailable.
- (e) "Living Away From Home Allowance" means an allowance payable weekly. Such allowance shall not be wages, provided that in the case of broken parts of a week occurring at the beginning or end of employment, the allowance shall be divisible by seven (7). Provided further, that if the employee satisfies the employer that he/she reasonably incurred a greater outlay than any prescribed the allowance shall be increased to match the outlay.

23. Protective Clothing

23.1 Mandatory Equipment

All employees engaged to work on site will be supplied with appropriate safety footwear and safety helmets before commencing work on the project.

These items must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way. Damaged and/ or worn footwear and helmets will be replaced on a fair wear and tear basis.

23.2 Job Related Equipment

Where required, the employer will supply the following protective equipment/materials for use on specific work tasks:

Factor 30+ protective sun screen;

Hearing protection;

Eye protection;

Gloves;

Safety harnesses;

Gumboots;

Hat Brims;

Dust Masks

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

23.3 Clothing Issue

Australian made protective clothing of 1 shirt and 1 pair of trousers will be available to all employees on commencement with an additional issue of 1 shirt and 1 pair of trousers at the completion of 152 hours period with the project.

Plus 1 warm and water resistant jacket. Electricians will be issued with a wool jacket in lieu thereof.

24. Employee Representative

- 24.1 An employee elected as an Employee Representative shall be recognised as the accredited representative of the employees on the project and be allowed all necessary time during working hours to attend and submit to their employer, matters affecting the employees he/she represents. Provided that the foregoing does not relieve the Employee Representative of the obligation imposed upon him/her by his/her employer.
- 24.2 Prior to termination or transfer of any employee representative two (2) days notice shall be given to any Employee Representative and the union if the Representative is a member of the union. Payment in lieu of notice shall not be given. In the event of the union disputing the decision of Management to transfer or terminate the Employee Representative or terminate his/her service the matter shall be resolved in accordance with the Disputes Settlement procedure of this Award.

25. Mixed Functions

An employee engaged for more than 2 hours during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If for 2 hours or less during one day, he/she shall be paid the higher rate for the time so worked.

26. Compensation for Clothes and Tools

- (1) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by him/her as may be agreed upon between him/her and his/her employer or, in default of agreement, as may be resolved in accordance with the disputes settlement procedure.

- (2) An employee shall be reimbursed by their employer to a maximum of \$1,249.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at their employer's direction in a room or building on their employer's premises are lost or stolen while being transported by the employee at their employer's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.
- Provided that an employee transporting his/her own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- (3) Where an employee is absent from work because of illness or accident and has advised their employer in accordance with the Sick Leave notification obligations, their employer shall ensure that the employee's tools are securely stored during his absence.
- (4) When their employer requires an employee to wear spectacles with toughened glass lenses their employer will pay the cost of the toughening process.
- (5) Provided that for the purposes of this clause:
- (a) Only tools used by the employee in the course of their employment shall be covered by this clause.
 - (b) The employee shall, if requested to so, furnish their employer with a list of tools so used.
 - (c) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.
 - (d) The employee shall report any theft to the police prior to making a claim on their employer for replacement of stolen tools.

27. Occupational Health & Safety

- 27.1 The Consortium has a goal of a total injury free workplace. This can only be achieved with joint co-operation between management and all employees.
- 27.2 All staff and employees at this Project will be required to conform to and strictly observe the Safety Manual and Procedures, client's Site Safety Policies and Procedures, all Regulations and Codes of Practice and safety statutes under State Government Legislation.
- 27.3 Safety in the workplace is everyone's responsibility. The active and constructive participation of all employees is encouraged in:
- (a) Consistently carrying out housekeeping so that the workplace is maintained in a clean and reasonable condition.
 - (b) Exercises in emergency procedures.
 - (c) Safety training programs.
 - (d) Safety audits.
 - (e) Incident/injury reports and accident investigation.
 - (f) Other related safety procedures and activities.
 - (g) Setting a personal safety example.
 - (h) Exerting every effort to prevent accidents during the course of employment.

- (i) Ensure that the safety of all operations at the workplace is considered before each job is commenced.
 - (j) Elevating everyone's safety awareness so that every precaution is taken to minimize areas of potential hazards.
 - (k) Obtaining a first aid certificate.
- 27.4 In the interests of everyone's safety the Consortium has introduced a Policy on Smoking in the Workplace. Smoking is not permitted in offices, brew rooms, toilets, vehicles, closed in workshops or stores, or where other employees can inhale smoke. Smoking is also not permitted on sites where the client has identified potential hazards.
- 27.5 It is forbidden to consume, carry or be under the influence of intoxicating liquor and or non-prescribed drugs, within the boundary of any work area. Failure to observe this requirement will result in disciplinary action.
- 27.6 Horseplay, unruly behaviour, fighting, wilful damage to Company Assets will not be tolerated and will result in disciplinary action.
- 27.7 Where a safety issue exists, employees shall follow the "agreed" Hazard Rectification Procedure.
- 27.8 Where an employee is injured or suffers an illness arising out of activities at work, it is a requirement that the employee attend a Company nominated Medical Practitioner.
- The Company Medical Practitioner is aware of the type of work duties available at the workplace and is best suited to assist the employee and the Company to recommend a rehabilitation process and alternative duties as appropriate, that will encourage an early return to work.
- 27.9 Where an employee is injured or suffers an illness arising out of activities at work, entitlements will be in accordance with relevant prevailing Workers Compensation.

28. Quality Assurance

- 28.1 Consistent with the aims of the Consortium to obtain ongoing repeat business from our Clients, we must provide a quality product.
- 28.2 The Company has SGS accreditation of Quality Assurance Systems to ISO9002.
- 28.3 All employees are required to work to the Quality systems and procedures, and accept responsibility and sign off checklists, inspection and test plans, non-conformance reports, etc.

29. Anti - Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable step to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its term or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or any make or has been involved in a complaint of unlawful discrimination or harassment.

- (4) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party tot his award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to this clause.

NOTES

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

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

30. Role of Unions

Employers shall establish procedures so that all reasonable steps are taken to ensure that employees, including subcontractors' employees understand the benefits flowing to them. from the development of this Award, having only been obtained for them by the Union, and that the Company is Union friendly and encourages them to be financial members of the relevant union.

- (a) Where requested by the Union and authorised by the employees, the Company will assist with deductions of Union fees and any arrears payable to the Union.
- (b) To facilitate effective representation of employees, the Company authorises accredited Union officials to discuss relevant Union matters, and issues during ordinary hours of work, the Union official will notify the Company prior to such meetings.
- (c) To assist in the communication process all employees will be released for a one hour paid meeting per quarter. Times will be set by the site consultative committee and agreement of management.

31. No Extra Claims Commitment

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

32. On Site Register

The Consortium will require that all contracts with Contractors include the following terms and conditions:

- (a) That all sub-contracts shall be in writing, and
- (b) That this award shall form part of the conditions of such contracts, and bind all such contractors and sub-contractors, and
- (c) That sub-contractors will be required to meet all relevant statutory and other legal obligations for their employees.

The practice of all-in payments, cash-in-hand payments or pyramid contracting will not be tolerated on this project.

The Peak Council will be kept advised of contractors coming on to site. The contractors will ensure that employees hold the necessary qualifications to enable work to be performed in a safe and efficient manner.

The Consortium shall instruct each contractor to keep, on site a register containing information of every employer and employee engaged on the site. Each contractor shall supply a copy to the Project Manager. The Register shall contain the following.

Prior to commencing work on site potential employees must provide and certify as correct to their employer, who will provide to the Project Manager, the following information:

- (a) Name and residential address of Employee.
- (b) Name and address of employer and ACN/ABN Number.
- (c) Classification and Certificate details.
- (d) Induction date.
- (e) Union and ticket number (where applicable and if voluntarily provided).
- (f) Superannuation scheme name and employee number.
- (g) Long Service Leave Number.
- (h) Workcover Ticket-Permit Number.
- (i) Redundancy scheme number.
- (j) UPLUS or other fund Number.
- (k) Other information that may be agreed between the Parties.
- (l) Immigration Status as per Appendix B (see attached).

Failure to comply with this clause may result in that potential employee not being permitted to commence on the Project.

From Employers

- (a) Registered Business Name and Address of Employer and ACN/ABN Number;
- (b) Workers Compensation Policy Number, Underwriter and Currency Certificate;
- (c) Public Liability Policy Number, Underwriter and Currency Certificate;
- (d) Superannuation Fund Name and Employer Number;
- (e) Long Service Leave Employer Number;
- (f) Redundancy Scheme Details;
- (g) UPLUS, other fund number or equivalent Scheme Number;
- (h) Rehabilitation Particulars Pursuant to WorkCover General Programme Regulation, 1988;

- (i) Other information that may be agreed between the Parties.

Failure to comply or repeated breach with this clause may result in persons and/or contractors being removed from the site.

The relevant information will be provided by the contractors to ensure that SE can up-date the register. Subject to any Statutory prohibitions or restrictions the information in the register will be available to the parties to this Consent Award on request.

APPENDIX A

Wage Rates

	From 1/9/03	From 1/3/04	From 1/9/04	From 1/3/05	From 1/9/05	From 1/3/06	From 1/9/06
Level	Per hour \$	Per hour \$	Per hour \$	Per hour \$	Per hour \$	Per hour \$	Per hour \$
AA	22.16	22.83	23.29	23.76	24.24	24.73	25.23
A	21.12	21.76	22.20	22.65	23.11	23.58	24.06
B	20.48	21.10	21.53	21.97	22.41	22.86	22.32
C	20.06	20.67	21.09	21.52	21.96	22.40	22.85
D	19.22	19.80	20.20	20.61	21.03	21.46	21.89
E	18.58	19.14	19.53	19.93	20.33	20.74	21.16

Group AA - 105%

All Trades Persons Special Class

Mechanical Plant Operators Groups F, G, & H

Mobile Cranes over 70 tonnes (Add 5c/ hour for every 5 Tonnes in excess of 90 tonnes).

In addition to performing any duties within Group AA (subject to capability), employees in this Group will perform any of the duties of Groups E, D, C, B or A provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

GROUP A - 100%

All Trades Persons

Mechanical Plant Operator Groups C, D & E

Transport Workers Grade 6, 7 & 8

Mobile Crane Operator lifting capacity 40 tonnes but not exceeding 70 tonnes

In addition to performing any duties within Group A (subject to capability), employees in this Group will perform any of the duties of Groups E, D, C or B provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

GROUP B - 97%

Mechanical Plant Operators Group B

Concrete Pump Operator

Batch Plant Operator/Weigher and Batchers

Transport Worker, Grade 4 and 5

Cable Joiner

Driver of graders over 100 brake horse-power

Mobile Crane operator lifting capacity up to 40 Tonnes.

In addition to performing any duties within Group B (subject to capability), employees in this Group will perform any of the duties of Groups E, D, or C provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

GROUP C - 95%

Mechanical Plant Operators Group A
Groups 3 and 4 (AWU Labourers)

Groups 1 and 2 (CFMEU Labourers)

Bituminous Spray Operators

Riggers

Steel Fixer/Concrete Finisher

Sheetmetal Worker - 2nd class

Dogman/Crane Chaser

Scaffolder

Driller Operator - shot drilling machine

Driver of Graders up to 100 brake horse-power

Transport Workers, grade 1, 2 and 3

In addition to performing any duties within Group C (subject to capability), employees in this Group will perform any of the duties of Groups E, or D provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

GROUP D - 91%

Group 2 (AWU Labourer including AWU Store Person)

Group 3 (CFMEU Labourers)

Lagger

Crane Chasers (engaged in loading and unloading and/or other work associated with storage area)

Laboratory Labourers

In addition to performing any duties within Group D (subject to capability), employees in this Group will perform any of the duties of Groups E provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

GROUP E - 88%

Trades Person's Assistants

Survey Field Hands

Group 1 (AWU Labourers)

Dresser and Grinder

Driller's Assistant

Cold Saw Operator

Store Person

Employees in this Group will perform any of the listed Group E duties, provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

Other classifications of labour may be included in this Clause following discussions and agreement between the appropriate parties to this Agreement.

Notwithstanding the grouping of classifications in this clause should an employee be able to show bona fide qualifications (as pertaining to their classification) consistent with the requirements of their parent award, eg Award restructuring in the Building and construction Industry of the National Building and Construction Industry Award 2000 the employee shall be moved into the most appropriate group.

If the parties are unable to reach agreement on any matter arising out of this provision the provisions of the disputes procedure clause shall be utilised.

The rates of pay set out in this Appendix (A) are inclusive of amounts in lieu of over award payments, Industry Allowance, Construction Allowance, Fares and travelling (excluding excess fares where applicable) and Site Disability payments such as space, height, dirt, etc, award special rates such as confined space, wet work, etc follow the job loadings, compensation for travel pattern mobility requirements, etc., inclement weather, wind, dust, etc., but exclude those allowances contained separately under this Agreement.

APPENDIX B

Authority To Obtain From DIMA Details Of Immigration Status

I

(Family Name)

(Given Names)

Date of Birth:

Nationality

Visa Number:

Passport Number

Authorise the Department of Immigration and Multicultural Affairs (DIMA) to release by fax to _____ (Name of employer representative) details of my immigration status and.

entitlement to work legally in Australia

This information will only be made available to a representative of the principle at the Sunshine Sugar Mill Biomass Cogeneration Projects and authorised trade union officer on request.

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

Signed:

Dated:

Name of employer:

Phone No.:

Fax No.:

Please send or fax this form to:

The Department of Immigration and Multicultural Affairs

Phone: (02) 92584730

Fax: (02) 92584763

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(476)

SERIAL C2213**MILK TREATMENT, &C., AND DISTRIBUTION (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4719 of 2003)

Before Commissioner Macdonald

11 September 2003

VARIATION

1. Delete clause 2, State Wage Case Adjustments, of the award published 30 November 2001 (329 I.G. 1084), as varied, and insert in lieu thereof the following:

2. State Wage Case Adjustments

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

PART B

MONETARY RATES**Table 1 - Wages**

Classification	Former Rate Per Week \$	SWC 2003 \$	Total Rate Per Week \$
Division A: Production Section			
Production Assistant	469.90	17.00	486.90
Plant Operator Grade 1	479.40	17.00	496.40
Plant Operator Grade 2	492.50	17.00	509.50
Plant Operator Grade 3	511.70	17.00	528.70
Division B: Transport Section			
Milk carter on rounds	508.20	17.00	525.20
Relief milk carter	510.70	17.00	527.70
Relief motor wagon driver	517.90	17.00	534.90
Fork lift driver	508.10	17.00	525.10
Tanker driver - 15,911 litres capacity or more	538.40	17.00	555.40
Tanker driver grader:			
Under 15,911 litres capacity	526.40	17.00	543.40
From 15,911 litres capacity	541.30	17.00	558.30

Drivers of motor wagons having a manufacturer's gross vehicle mass in tonnes:			
Up to 13,948	517.60	17.00	534.60
Over 13,948 and up to 15,468	519.40	17.00	536.40
Over 15,468 and up to 16,919	520.50	17.00	537.50
Over 16,919 and up to 18,371	523.50	17.00	540.50
Over 18,371 and up to 19,731	525.00	17.00	542.00
Over 19,731 and up to 21,092	525.90	17.00	542.90
Over 21,092 and up to 22,453	527.90	17.00	544.90
The minimum rate of wages for milk carters' assistants and boys on carts:		(+3.2%, SWC 2003)	
Under 18 years of age	271.80	8.70	280.50
At 18 and under 19 years of age	333.50	10.65	344.15
At 19 and under 20 years of age	369.50	11.80	381.30
At 20 and under 21 years of age	389.00	12.45	401.45
The minimum rates of wages for an employee washing and filling bottles and all work in connection therewith and a junior laboratory employee:		(+3.2%, SWC 2003)	
Under 18 years of age	282.05	9.05	291.10
At 18 and under 19 years of age	324.90	10.40	335.30
At 19 and under 20 years of age	372.95	11.95	384.90
At 20 and under 21 years of age	417.55	13.35	430.90

Table 2 - Other Rates And Allowances

Item No	Clause No.	Brief Description	New Amount Per Week (+3.2% SWC 2003 for work related allowances) \$
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1	6(i)	For drivers where the semi-trailer has: a single axle two axles more than two axles	30.35 37.30 43.55
2	6(iv)	Leading Hands: in charge of more than 2 but not more than 10 employees in charge of more than 10 employees	18.60 23.70
3	6(v)	Charge Hands	5.10 per day
4	6(vii)	First-aid allowance	11.80
5	6(viii)	Forklift drivers engaged in the loading and/or unloading of trailers	6.40 per week
6	6(ix)	Any employee in a Production Section classification required to move vendors' vehicles	2.60 per day
7	6(x)	Any employee in a Production Section classification who possesses a TAFE Advanced Certificate or Associate Diploma	15.70
8	6(xi)	Employees of Australian Co-operative Foods Limited working in Cargon Vendor Distribution Depots in cold temperatures between -1 degree C and 7 degrees C	0.45 per hour
9	6(xii)	Employees of Australian Co-operative Foods Limited working their entire shift within a fully enclosed refrigerated warehouse or depot where temperatures are below 5 degrees C	0.45 per hour
10	8(i)	Shift Allowance: (a) morning shift (b) afternoon shift (c) night shift (d) permanent afternoon shift or permanent night shift	8.30 10.90 13.80 2.95 extra
11	11(ii)(b)	Overtime - Meal Allowance	9.35
12	18(iii)	Laundry Allowance	5.20

3. This variation shall take effect from the beginning of the first pay period to commence on or after 24 September 2003.

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

(006)

SERIAL C2217

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4762 of 2003)

Before Commissioner Ritchie

4 September 2003

VARIATION

1. Delete subclause (ii) of clause 3, Rates of Pay, of the award published 19 January 2001 (321 I.G. 716), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 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 adjustment.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Current Rate week \$	SWC 2003 adjustment week \$	Wage Rate as from 13.9.2003 week \$
(i) Facilities Staff - Technical Staff Group - Technical Assistants/Aides - Junior Scales - At 16 years of age and under At 17 years of age	309.80 349.30	3.2% 3.2%	319.70 360.50
Adult Scales - Grade I - 1st year 2nd year 3rd year	506.90 514.70 526.20	17.00 17.00 17.00	523.90 531.70 543.20
Recreational Activities Officer - 1st year of experience 2nd year of experience 3rd year of experience	514.70 526.20 533.90	17.00 17.00 17.00	531.70 543.20 550.90
Domestic Staff Group - Cleaner	500.10	17.00	517.10
Domestic Assistant - 18 years of age and over Under 18 years of age	481.00 410.90	17.00 3.2%	498.00 424.00
Catering Staff Group - Cook Grade "A" Cook Grade "B" Catering Officer Assistant Catering Officer Assistant Cook Kitchen Hand/Scullery Hand	525.20 508.40 604.30 538.10 501.50 489.60	17.00 17.00 17.00 17.00 17.00 17.00	542.20 525.40 621.30 555.10 518.50 506.60
Laundry Staff Group - Laundry/Linen Hand - 18 years of age or over Under 18 years of age	481.00 413.00	17.00 3.2%	498.00 426.20
Wash House Employee - Industrial or Commercial Washing Machine Operator	489.60	17.00	506.60
Foreperson - Grade A Grade B Grade C	534.70 520.70 509.40	17.00 17.00 17.00	551.70 537.70 526.40
Seamstress - Under 18 years of age and over Under 18 years of age	481.00 410.60	17.00 3.2%	498.00 423.70
Maintenance and Stores Group - Engineer 1st year of service 2nd year of service	684.70 725.70	17.00 17.00	701.70 742.70
Maintenance Officer (Qualified) Handyperson	594.00 495.50	17.00 17.00	611.00 512.50
Motor Vehicle Drivers - A - Sedan B - Utility C - Ambulance/Minibus D - Larger Vehicle under 5 tonnes	506.30 509.40 512.50 517.30	17.00 17.00 17.00 17.00	523.30 526.40 529.50 534.30

E - Truck, 5 tonnes or over	524.50	17.00	541.50
Head Gardener -			
Qualified	555.60	17.00	572.60
Otherwise	528.70	17.00	545.70
Gardener -			
Qualified	514.60	17.00	531.60
Otherwise	497.90	17.00	514.90
Gardener's Labourer	489.60	17.00	506.60
Groundsperson/General Hand	489.60	17.00	506.60
Storeperson	495.50	17.00	512.50
A stores record keeping allowance in the nature of salary, being 40 per cent of the difference between the storekeeper rate of pay and the storeperson rate of pay, shall be paid in recognition of the duties contained in the duty statement as at 7th February 1995 for the position of Storeperson/Storekeeper. See Item 7 of Table2, Other Rates and Allowances.			
Storekeeper	532.70	17.00	549.70
The level of appointment within the incremental scale will take into account previous experience whether within the Institute or with other employers.			

Leading Hand Allowance -			
In charge of 2 to 5 other employees	16.60	3.2%	17.10
In charge of 6 to 10 other employees	23.40	3.2%	24.10
In charge of 11 to 15 other employees	29.90	3.2%	30.90
In charge of 16 to 19 other employees	36.40	3.2%	37.60
(ii) Residential Care Staff - Employees shall be paid not less than the following minimum salaries:			
(a) Residential Care Assistant			
1st year of service	501.60	17.00	518.60
2nd year of service	509.40	17.00	526.40
3rd year of service	517.20	17.00	534.20
4th year of service	528.80	17.00	545.80
5th year of service	539.00	17.00	556.00
A residential care assistant who completes one of the qualifications necessary for appointment to the classification of residential care worker shall, on completion of such qualification, be promoted to the classification of residential care worker to that incremental step of the scale of residential care worker which takes into account the minimum level for appointment for the qualification completed, provided that a residential care assistant who has completed 12 months service on the 5th year of the scale for residential care assistant and who successfully completes the Associate Diploma in Developmental Disabilities or the Associate Diploma in Education-Habilitation shall be promoted to not less than the 2nd year rate of the incremental scale for residential care worker.			
(b) Residential Care Worker			
1st year of service	539.00	17.00	556.00
2nd year of service	551.50	17.00	568.50
3rd year of service	564.40	17.00	581.40
4th year of service	584.50	17.00	601.50
5th year of service	607.60	17.00	624.60
6th year of service	631.90	17.00	648.90
7th year of service	657.50	17.00	674.50

- (a) Employees who hold the Associate Diploma in Developmental Disabilities or the Associate Diploma in Education-Habilitation shall be appointed at not less than the 1st year of service of residential care worker and shall progress by annual increments to the 5th year of service.
- (b) Employees who hold a degree, diploma or other qualification in a therapy-related or education related discipline shall be appointed at not less than the respective year of the scale of residential care worker, as follows, and shall progress by annual increments to the 7th year of the scale:

- (i) A degree or diploma requiring the equivalent of a minimum of three years' full-time study - the 3rd year of service;
- (ii) A degree with honours (four year course) or degree and/or diploma requiring a minimum of the equivalent of four years' full-time study or a Master's degree or higher qualification - the 4th year of service;
- (c) Employees who hold other tertiary qualifications considered by the employer to be of relevance shall have such relevant qualifications taken into account;
- (d) Employees with relevant experience, either with the same or other employers, shall have such relevant experience taken into account;
- (e) Progression - Progression through the incremental scale for employees shall be automatic and occur at the end of each year of service as an employee until the top of the incremental scale is reached, with the proviso that the Head of Department may recommend the withholding of an increment if an employee's performance is considered unsatisfactory.

Classification	Current Rate \$/week	SWC 2003 Adjustment \$/week	Wage Rate as from 13.9.2003 \$/week
(iii) Clerical Staff - Clerk (Accounting), Clerk (Fundraising), Clerk Typist, Administrative Assistant -			
Grade 1	505.70	17.00	522.70
Grade 2	515.60	17.00	532.60
Grade 3	532.10	17.00	549.10
Grade 4	547.60	17.00	564.60
Grade 5	561.90	17.00	578.90
Grade 6	574.00	17.00	591.00
Clerical Supervisor (Accounting), Clerical Supervisor (Fundraising) -			
Grade 1	619.50	17.00	636.50
Grade 2	642.90	17.00	659.90
Grade 3	666.90	17.00	683.90
Secretary -			
Grade 1	510.30	17.00	527.30
Grade 2	527.00	17.00	544.00
Grade 3	578.60	17.00	595.60
Grade 4	620.50	17.00	637.50
Data-entry Operator, Text-entry Operator, Word Processor -			
Grade 1	496.70	17.00	513.70
Grade 2	505.70	17.00	522.70
Grade 3	515.60	17.00	532.60
Grade 4	534.70	17.00	551.70
Grade 5	547.60	17.00	564.60
Grade 6	561.90	17.00	578.90
Proofreader -			
Grade 1	496.70	17.00	513.70
Grade 2	505.70	17.00	522.70
Receptionist -			
Grade 1	505.70	17.00	522.70
Grade 2	515.60	17.00	532.60
Grade 3	532.10	17.00	549.10
Grade 4	545.10	17.00	562.10
Clerical Assistant -			

Grade 1	496.70	17.00	513.70
Grade 2	505.70	17.00	522.70
Grade 3	515.60	17.00	532.60
Grade 4	532.10	17.00	549.10
Junior - Aged 17 years	319.70	3.2%	329.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8 (iii) 13 (i)	Transport allowance under 1500 cc 1500 cc to 2000 cc 2001 cc to 4000 cc 4001 cc plus	34.6 cents per km 40.4 cents per km 46.3 cents per km 47.9 cents per km
2	10 (vii), 13 (iii)	Remote Call Allowance	11.90 per period
3	13 (iv)	In-service Training Course Allowance	17.00 per week
4	13 (v)	Residential Care Course Allowance	9.80 per week
5	13 (vi), 43 (i)	Broken Shift Allowance	6.40 per shift
6	13 (vii), 45 (i)(d)	Sleepover Allowance	29.20 per night
7	Table 1	Stores Record Keeping Allowance	17.60 per week

3. This variation shall take effect from the beginning of the first pay period to commence on or after 13 September 2003 and remain in force thereafter for a period of twelve months.

D. W. RITCHIE, Commissioner.

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(769)

SERIAL C2271**SKI 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 4248 of 2003)

Before Commissioner Bishop

29 August 2003

VARIATION

1. Delete clause 4, Safety Net Commitments, of the award published 29 June 2001 (325 I.G. 876) and insert in lieu thereof the following:

4. Safety Net Commitments

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. Delete paragraph (d) of subclause 9.1 of clause 9, Overtime, and insert in lieu thereof the following:
 - (d) Reasonable Overtime
 - (1) Subject to subparagraph (2) of this paragraph, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (2) 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.
 - (3) For the purpose of the said subparagraph (2), 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 Appendix A - Rates of Pay, and Appendix B - Other Rates and Allowances, and insert in lieu thereof the following:

APPENDIX A

Rates of Pay

Group A	SWC 2002 Weekly Rate \$	SWC 2003 Adjustment \$	SWC 2003 Weekly Rate \$
Lift Operator	524.70	17.00	541.70
Lift Attendant	456.50	17.00	473.50
Parking Attendant	456.50	17.00	473.50
Ski Patrol	584.50	17.00	601.50
Ticket Seller	488.70	17.00	505.70
Courtesy Staff	488.70	17.00	505.70
Snow Groomer Operator	622.00	17.00	639.00
Snow Maker	619.00	17.00	636.00
Driver	524.70	17.00	541.70
Resort Worker	483.70	17.00	500.70
Trail Crew	524.70	17.00	541.70
Ski Outlet Staff	483.70	17.00	500.70

Group B	SWC 2002 Daily Rate \$	SWC 2003 Daily Rate \$
Lift Operator	113.6850	117.3683
Lift Attendant	98.9083	102.5917
Parking Attendant	98.9083	102.5917
Ski Patrol	126.6416	130.3250
Ticket Seller	105.8850	109.5683
Courtesy Staff	105.8850	109.5683
Snow Groomer Operator	134.7666	138.4500
Snow Maker	134.1166	137.8000
Driver	113.6850	117.3683
Resort Worker	104.8016	108.4850
Trail Crew	113.6850	117.3683
Ski Outlet Staff	104.8016	108.4850

APPENDIX B

Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	3.1	Leading Hand Allowance (per hour):		
2		In charge of 2 or more and up to and including 5 employees	0.45	0.46
3		In charge of more than 5 and up to and including 10 employees	0.65	0.67
4		In charge of more than 10 employees	0.76	0.78
5	3.2	Sewerage Farm Allowance (per day)	6.90	7.12
6	3.3(a)	Equipment Allowance (per day) - Lift Operator, Lift Attendant or Courtesy Staff (Group A/B)	1.72	1.76
7	3.3(b)	Ski Patrol or Trail Crew (per day) (Group A/B)	13.90	14.35
8	3.3(c)	Snow Groomer Operator, Snow Maker or Resort Worker (Group A) (per day)	1.16	1.20
	10.5	Meal Allowance during overtime (per day):		
		More than one hour	8.13	8.37
		After each subsequent 4 hours	6.64	6.84

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 pay period to commence on or after 1 September 2003.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

(801)

SERIAL C2272**SKI INSTRUCTORS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4248 of 2003)

Before Commissioner Bishop

29 August 2003

VARIATION

1. Delete subclause 4.1 of clause 4, Safety Net Commitments, of the award published 29 June 2001 (325 I.G. 863) and insert in lieu thereof the following:
 - 4.1 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) any wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Point 3, Total Points Table, of Appendix A, and insert in lieu thereof the following:
3. Total Points Table

Points	Category	G'teed Hours Per Week	G'teed Weeks per Season	SWC 2002 Minimum Rate per Hour \$	SWC 2003 Weekly Rate per Hour \$	Relocation Reimbursement \$
22	1	25	12	29.3594	29.7870	1,500
18-21	2	25	12	27.2902	27.7178	1,500
15-17	3	25	10	23.9940	24.4216	1,000
10-14	4	25	8	21.7378	22.1654	500
5-9	5	25	5	19.1270	19.6116	-
2-4	6	25	3	17.1770	17.6616	-
0-1	7	-	-	15.8337	16.3183	-

Mt. Selwyn Rates

Points	Category	G'teed Hours per	G'teed Weeks per	SWC 2002 Minimum Rate per Hour	SWC 2003 Weekly Rate per Hour	Relocation Reimbursement
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		Week	Season	\$	\$	\$
22	1	25	8	29.3594	29.7870	1,500
18-21	2	25	8	27.2902	27.7178	1,500
15-17	3	20	6	23.9940	24.4216	660
10-14	4	15	4	21.7378	22.1654	330
5-9	5	10	2	19.1270	19.6116	-
2-4	6	10	2	17.1770	17.6616	-
0-1	7	-	-	15.8337	16.3183	-

Notation:

The formula to be applied by the parties to this award for the purposes of any State Wage Case adjustments to wage rates shall be as follows:

1. Take the existing hourly rate less the annual leave component, that is, one thirteenth of the existing hourly rate.
 2. Multiply the amount in point 1. by 38 (being the Guaranteed hours per week).
 3. Identify the relevant State Wage Case adjustment applicable to the amount at point 2.
 4. Take the amount at point 1., multiply by 38 and add the adjustment identified at point 3.
 5. Divide the amount at point 4. by 38 (to calculate the new hourly rate excluding annual leave).
 6. Add one twelfth of the amount in point 5. to the amount in point 5. (being the annual leave component).
3. This variation shall take effect from the first pay period to commence on or after 1 September 2003.

E. A. R. BISHOP, Commissioner.

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(853)

SERIAL C2028

EASTERN DISTRIBUTOR CONSENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, an industrial organisation of employers and a State Peak Council for Employers.

(No. IRC 3496 of 2003)

Before Commissioner Macdonald

7 July 2003

VARIATION

1. Delete the definitions of "Motorway Patroller" and "Toll Collector" where they appear in the award published 18 January 2002 (330 I.G. 953).
2. Delete the word "unions", wherever it appears in the said award and replacing it with "union".
3. Delete the words "Australian Workers Union, New South Wales" wherever they appear in the said award.
4. Delete subclause 5.5 of clause 5, Contract of Employment, of Part A, and insert in lieu thereof the following:

5.5 Electronics Technicians will be subject to video surveillance from time to time.
5. Delete subclauses 6.1 and 6.2 of clause 6, Duties, and renumber subclause 6.3 as subclause 6.1.
6. Delete the words "Shift changes for Toll Collectors shall take place in the tollbooth" from the sixth paragraph of clause 7, Hours of Work and Entitlements.
7. Delete the second example, beginning with the words "A casual Toll Collector" appearing in section C - Casual Employees, of the said clause 7.
8. Delete the last two rows of the table appearing in Appendix A - Ordinary Rates of Pay, of the said award.
9. This variation shall take effect on or after 1 October 2002.

A. W. MACDONALD, Commissioner.

(587)

SERIAL C2104

UNIVERSITY OF NEWCASTLE UNION FOOD AND BEVERAGE STAFF (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 3028 of 2003)

Before Commissioner Redman

25 June 2003

VARIATION

1. Delete Part B, Monetary Rates, of the award published 28 September 2001 (328 I.G. 160), and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wage Rates

Clause No.	Classification Level	Weekly Rate \$
3.2	Trainee Assistant	417.74
3.2	Level 1	455.07
3.2	Level 2	472.58
3.2	Level 3	498.33
3.2	Level 4	526.14
3.2	Level 5	556.98
3.2	Level 6	603.39
3.2	Level 7	627.08
Apprentice - 4-year term		
3.3	First Year	240.50
3.3	Second Year	318.70
3.3	Third Year	380.30
3.3	Fourth Year	437.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.6 & 17.4	Meal allowance	5.90
2	9.1	First-aid	12.40 per week
3	10.10	Broken Shift	8.59
4	28	Laundry Allowance -	

		Chef's outfit	11.40 per week
		Supervisors	11.40 per week
		Employer Logo Shirt - Full-time and part-time staff	5.90 per week
		Casual staff	1.20 per shift
		Other than Logo Shirt - Full-time and part-time staff	7.50 per week
		Casual staff	2.30 per shift

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

J. N. REDMAN, Commissioner.

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SERIAL C2298

CHARITABLE INSTITUTIONS (PROFESSIONAL STAFF SOCIAL WORKERS) (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 4769 of 2003)

Before the Honourable Justice Boland

18 September 2003

ORDER

The Commission orders that -

1. The Charitable Institutions (Professional Staff Social Workers) (State) Industrial Committee published 30 June 2000 (316 IG 1093), be extended for a further three years.
2. The said committee shall consist of two representatives of employers and two representatives of employees.
3. The representatives of employers shall be appointed, upon nomination as prescribed, one by Employers First; and one by the Aged and Community Services Association of New South Wales and the ACT incorporated.

The following employer organisations shall have alternate nominating rights as prescribed: one by the Catholic Commission for Employment Relations and one by the Extended Care Industry Industrial Secretariat, New South Wales.

4. The representatives of employees shall be appointed, upon nomination as prescribed, by The Health Services Union.

Alternate representatives of employees may be nominated by The Health Services Union.

5. This order shall take effect on and from 18 September 2003.

R. P. BOLAND *J.*

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SERIAL C2299

**THE SPASTIC CENTRE OF NEW SOUTH WALES EMPLOYEES
(STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4765 of 2003)

Before the Honourable Justice Boland

18 September 2003

ORDER

The Commission orders that -

1. The Spastic Centre of New South Wales Employees (State) Industrial Committee published 30 June 2000 (316 I.G. 1090), be extended for a further three years.
2. Delete the title of the Union "The Health and Research Employees' Association of New South Wales", effective as from 1 October 2003 and insert in lieu thereof the following:

"Health Services Union".
3. This order shall take effect on and from 17 September 2003.

R. P. BOLAND *J.*

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