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CROWN EMPLOYEES (MEDICAL SPECIALISTS, VARIOUS AGENCIES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1490 of 2004)

Before The Honourable Mr Deputy President Harrison

22 June 2004

REVIEWED AWARD

Arrangement

PART A

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PART B

MONETARY RATES

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PART A

1. Title

This Award shall be known as the Crown Employees (Medical Specialists, Various Agencies) Award.

2. Parties

This award is made between the Public Employment Office, the WorkCover Authority of New South Wales, the New South Wales Attorney-General's Department and the Australian Salaried Medical Officers' Federation (New South Wales).

3. Other Conditions of Employment

- 3.1 Where this Award is silent, the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002, as amended from time to time, will apply.
- 3.2 Where there is any inconsistency between this Award and the Crown Employees (Public Service Conditions of Employment) Award 2002, this Award, as amended from time to time, will apply.

4. Definitions

"Award" means the Crown Employees (Medical Specialists, Various Agencies) Award.

"Employer" means:

- (a) The WorkCover Authority of New South Wales (also known as WorkCover) and the Public Employment Office (PEO). These employers cover the Senior Medical Officers currently employed or who will be employed in future by WorkCover.
- (b) The Attorney-General's Department and the PEO. These employers cover those Senior Medical Officers currently employed or who will be employed in the future by the Attorney-General's Department.

"Entitlements" means entitlements under this award.

"Federation" means the Australian Medical Officers' Federation (New South Wales).

"Salary Scale" means the rates set out in Table 1 - Salaries, of Part B, Monetary Rates.

"Senior Medical Officer" means Specialist, Senior Specialist and Senior Specialist (Managerial) as defined in this clause.

"Specialist" means a person appointed to a position of Specialist by an Employer. To be eligible for appointment a specialist must be a person who -

- (a) holds a medical qualification that is registrable in New South Wales; and,
- (b) after full registration has spent not less than five years in the practice of medicine in New South Wales in the Health System or in any other institution, whether in New South Wales or elsewhere, deemed by the employer to be of equivalent standing; and,
- (c) inclusive within the period described in (b) above has spent not less than three years in supervised specialist training and/or experience; and,
- (d) has obtained a Fellowship of a recognised Australasian Specialist College (see Schedule 1 for list of Recognised Australasian Specialist Colleges); or
 - (i) has proof of recognition as a specialist by the Specialist Recognition Advisory Committee ; or
 - (ii) has conditional registration with the NSW Medical Board as an overseas-trained specialist (not including conditional registration as a general practitioner); or
 - (iii) does not have a qualification recognised under (i), (ii) or (iii) above but has obtained an appropriate higher qualification in his/her speciality acceptable to the Employer following consultation with the Federation. The decision to employ or appoint a person in terms of this subclause will rest with the employer.
- (e) Any decision made by the Employer in determining whether any person is eligible to be appointed as a specialist shall not contravene any applicable provision of the *Anti-Discrimination Act 1977*.

"Senior Specialist" means a person who:

- (a) has been employed by an Employer on the maximum salary provided by this award or the award for a Specialist for a period of at least three years; and/or
- (b) has gained such experience and attained such ability in his/her specialty which is acceptable to the Employer after consideration by the Medical Appointments Advisory Committee of the employer to justify appointment to the classification; and
- (c) is appointed to a position having such duties and responsibilities as are deemed by the Employer to require the services of a Senior Specialist.

"Senior Specialist (Managerial)" means a Senior Specialist who holds a managerial position.

5. Salaries and Progression

- 5.1 Salary Rates - All Senior Medical Officers covered by this Award will be paid the Base Salary, the Special Allowance and the Private Practice Allowance referred to in Table 1 - Salaries, of Part B, Monetary Rates.
- 5.2 Progression by Increment - Senior Medical Officers will progress to the next salary level on the anniversary date of their appointment as a Senior Medical Officer.
- 5.3 Progression by Accelerated Progression - Having regard to WorkCover's Performance Development System, WorkCover may consider accelerated progression of a Senior Medical Officer where that Senior Medical Officer's immediate supervisor and Branch Manager support such progression. The General Manager, OHS Division of WorkCover will determine the appropriate rate of pay.
- 5.4 Payment of Overtime - Additional compensation for overtime and on-call or recall duty is not payable under this award.
- 5.5 Higher Duties Allowance -
 - (a) Where an opportunity to relieve in the Occupational Medicine Unit's Manager's (Senior Specialist - Managerial) or equivalent position arises, WorkCover's policy on filling temporary vacancies will apply.
 - (b) Senior Medical Officers who act in the position of Senior Specialist (Managerial) will be entitled to an allowance equivalent to a percentage difference, as defined by WorkCover, between the Senior Medical Officer's substantive salary and the Senior Specialist (Managerial) salary.
- 5.6 Superannuable Salary - Superannuation will be calculated by reference to the total of Base Salary, Special Allowance and Private Practice Allowance as referred to in Table 1 - Salaries.

6. Salary Sacrifice to Superannuation

- 6.1 A Senior Medical Officer may elect to sacrifice a portion of the salary payable in Part B, Table 1 - Salaries to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the salary payable or fifty (50) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the Senior Medical Officer's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 6.2 Where the Senior Medical Officer has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (a) subject to Australian Taxation law, the sacrifice portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion: and

- (b) any allowances, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which a Senior Medical Officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to any Senior Medical Officer's salary, shall be calculated by reference to the salary which would have applied to the Senior Medical Officer under Part B, Table 1 - Salaries of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 6.3 The Senior Medical Officer may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions: or
 - (b) subject to the Department's or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 6.4 Where a Senior Medical Officer elects to salary sacrifice in terms of clause 6.3 above, the Department or agency will pay the sacrificed amount into the relevant superannuation fund.
- 6.5 Where the Senior Medical Officer is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*

The Senior Medical Officer's Department or agency must ensure that the amount of any additional employer superannuation contributions as specified in clause 6.1 is included in the Senior Medical Officers' superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 6.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, a Senior Medical Officer had entered into an agreement with his/her Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in the sub-clause above, the Department or agency will continue to base contributions to that fund on the salary payable under clause 5.1 to the same extent as applied before the Senior Medical Officer sacrificed portion of that salary to superannuation. This clause applied even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

7. Grievance and Dispute Resolution

- 7.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 7.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 7.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the Senior Medical Officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

- 7.4 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 7.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 7.6 The Department Head may refer the matter to the PEO for consideration.
- 7.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 7.8 A staff member, at any stage, may request to be represented by their union.
- 7.9 Any of the parties may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 7.10 The staff member, union, department and PEO shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 7.11 Whilst the procedures outlined in clauses 7.1 to 7.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

8. Anti Discrimination

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

- (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 of the adherents of that religion."

9. Employment Arrangements

- 9.1 Hours - Normal working hours are 35 per week, Monday to Friday.
- 9.2 Flexible Working Hours - Senior Medical Officers covered by this award are eligible to work Flexible Working Hours as prescribed by the Crown Employees (Public Service Conditions of Employment) Award 2002.
- 9.3 Patient Fees or Charges - A Senior Medical Officer, who charges patients or clients as part of their normal duties, is required to transfer all monies received from those patients or clients to the employer.
- 9.4 Part-time Work - The provision for part-time work as prescribed by the Crown Employees (Public Service Conditions of Employment) Award 2002 will apply to Senior Medical Officers employed under this award.
- 9.5 Private Practice - Senior Medical Officers may engage in private practice outside normal working hours. Private practice is to be considered as second or other employment and the employees are to obtain permission from their employer pursuant to section 59 of the *Public Sector Employment and Management Act 2002*.

10. Training, Conference, Education and Study Leave

- 10.1 The parties agree that the employer has a responsibility to ensure that Senior Medical Officers have appropriate and equitable access to Training, Conference, Education and Study Leave and that the employer will facilitate the taking of this leave. The Training, Conference, Education and Study Leave must be relevant to the Employer and must contribute to the skills base, knowledge and career enhancement of the Senior Medical Officer. Equally, the Senior Medical Officers have the responsibility to identify the relevant training, conference, education and study necessary to contribute to the skills base, knowledge and career enhancement of Senior Medical Officers. Further, Senior Medical Officers have the obligation to use that skill or knowledge acquired when required by the employer.
- 10.2 Entitlements - Senior Medical Officers are entitled to 18 working days per year or the pro rata proportion if working part-time, fully cumulative, for training, conference, education and study leave. Senior Medical Officers are entitled to full salary and allowances referred to in Table 1 - Salaries, of Part B, Monetary Rates, while on training, conference, education and study leave.
- 10.3 In relation to the 18 working days leave -
 - (i) Five working days may be taken within Australia. Where the five working days are not utilised in any year, the balance is fully cumulative. However, no more than ten working days of such leave may be taken in any one year.
 - (ii) Thirteen working days of the training, conference, education and study leave entitlement may be taken either within or outside Australia. Where the thirteen working days are not utilised in any year, the balance is fully cumulative.
- 10.4 Travel Allowances -

- (a) Senior Medical Officers are entitled to reasonable costs before, during and after any period of training, conference, education and study leave. Reasonable costs include expenses for weekends and public holidays and registration fees.
 - (b) Senior Medical Officers are entitled to the Australian and Overseas Travelling Allowances specified by Premier's Department for Chief Executive and Senior Executive Service Officers on an equivalent remuneration package, as varied from time to time. In the case of Senior Medical Officers employed by WorkCover, the daily allowance is the Department Head Rate Category.
- 10.5 Air fares and Class of Air Travel - Senior Medical Officers are entitled to an annual allocation of funds for air fares, fully cumulative from year to year, based on the following:
- (a) the equivalent of 3/5 of a QANTAS Business Class around-the-world air fare (based on a fare valued at 30 April every year); and
 - (b) the equivalent of one QANTAS Business Class Sydney to Perth return air fare (based on a fare valued at 30 April every year).
- These funds may be used to purchase any number of air fares for the employee, at any class, provided that the liability of the employer for funding these air fares is limited to the amount specified in this subclause. Any expenditure for air fares in excess of this liability is the responsibility of the Senior Medical Officer.
- 10.6 Personal Travel Insurance - Personal travel insurance will be arranged by the employer at the employer's expense.
- 10.7 Air Travel Bookings and Ticketing - Senior Medical Officers must use the State Government-appointed contractor for travel and related services.
- 10.8 Entitlement on Retirement, Resignation or Dismissal - Senior Medical Officers have no entitlement to any provisions in this clause on retirement, resignation or dismissal.

11. Deduction of Union Membership Fees

- 11.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 11.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 11.3 Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 11.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 11.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 11.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

12. Recreation Leave

The recreation leave provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002, as amended from time to time, apply to Senior Medical Officers covered by this award.

- (a) Senior Medical Officers accrue recreation leave at the rate of 20 working days per year.
- (b) Part-time Senior Medical Officers accrue recreation leave on a pro rata basis.

13. Personal/Carer's Leave

The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002, as amended from time to time, shall apply.

14. No Extra Claims

The Federation undertakes not to pursue any new salaries or conditions claims arising from negotiation of productivity and efficiency improvements covered by the Memorandum of Understanding between the NSW Government and the Federation dated 28 March 2000.

15. Area, Incidence and Duration

- 15.1 This award shall apply to all classifications contained herein.
- 15.2 This Award has been reviewed in accordance with section 19 of the *Industrial Relations Act* 1996.
- 15.3 This Award rescinds and replaces the Crown Employees (Medical Specialists Various Agencies) (State) Award published on 5 April 2002 (332 IG 672) and all variations thereof.
- 15.4 The changes made to the award pursuant to the Award Review 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 28 April 1999 (310 IG 359) and take effect on 22 June 2004.
- 15.5 This award remains in force until varied or rescinded, the period for which it was made already having expired.

SCHEDULE 1

Recognised Australasian Specialist Colleges

Australasian College for Emergency Medicine

Australasian College of Dermatologists

Australian and New Zealand College of Anaesthetists

Joint Faculty of Intensive Care Medicine

Faculty of Pain Medicine

Royal Australian College of General Practitioners

Royal Australasian College of Medical Administrators

Royal Australasian College of Physicians

Australasian Chapter of Palliative Medicine

Australasian Chapter of Community and Child Health

Australasian Chapter of Addiction Medicine

Joint Faculty of Intensive Care Medicine

Australasian Faculty of Public Health Medicine

Australasian Faculty of Rehabilitation Medicine

Australasian Faculty of Occupational Medicine

Royal Australasian College of Surgeons

Royal Australian and New Zealand College of Psychiatrists

Royal Australian and New Zealand College of Radiologists

Faculty of Radiation Oncology

Royal Australian College of Ophthalmologists

Royal College of Pathologists of Australasia

PART B

MONETARY RATES

Effective from the first pay period commencing on or after 1 January 2003

Medical Specialists	First pay period to commence on or after 1 January 2003 \$	First pay period to commence on or after 1 July 2003 \$
1st year		
Base	96,435	101,257
Special Allowance	16,779	17,618
Private practice allowance	22,643	23,775
Total	135,855	142,648
2nd year		
Base	102,076	107,180
Special Allowance	17,761	18,649
Private practice allowance	23,967	25,165
Total	143,803	150,993
3rd year		
Base	107,707	113,092
Special Allowance	18,741	19,678
Private practice allowance	25,290	26,554
Total	151,737	159,324

4th year		
Base	113,362	119,030
Special Allowance	19,725	20,711
Private practice allowance	26,618	27,949
Total	159,704	167,689
5th year		
Base	119,001	124,951
Special Allowance	20,706	21,741

Private practice allowance	27,942	29,339
Total	167,649	176,031
Senior Specialist (3+ years on 5th year)		
Base	130,286	136,800
Special Allowance	22,670	23,803
Private practice allowance	30,592	32,122
Total	183,548	192,725

- * Special Allowance and Private Practice Allowance are to be calculated in accordance with the following formula and rounded to the nearest dollar. Any salary increases are to be applied to the Base Rate before the Special Allowance and Private Practice Allowance are calculated.

$$\text{Special Allowance: } \frac{\text{Base Salary} \times 17.4}{100}$$

$$\text{Private Practice Allowance: } \frac{(\text{Base salary} + \text{Special Allowance}) \times 20}{100}$$

R. W. HARRISON *D.P.*

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SERIAL 2769

**CASINO CONTROL AUTHORITY - CASINO INSPECTORS
(TRANSFERRED FROM DEPARTMENT OF GAMING AND RACING)
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5637 of 2003)

Before Commissioner Ritchie

26 March 2004

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Increments
4.	Leave
5.	Annual Leave Loading
6.	Family and Community Service Leave/Personal Carer's Leave
7.	Hours
8.	Overtime
9.	Shiftwork Arrangements
10.	Car Parking
11.	Higher Duties
12.	Grievance and Dispute Settling Procedures
13.	Anti-Discrimination
14.	Deduction of Union Membership fees
15.	Salary Sacrifice to Superannuation
16.	Salary Packaging Arrangements
17.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1- Rates of Pay

1. Definitions

"Act" means the *Casino Control Act* 1992.

"Association" means the Public Service Association of New South Wales and the Professional Officers' Association Amalgamated Union of New South Wales.

"Authority" means the New South Wales Casino Control Authority constituted under the Act.

"Casino" means premises or part of premises, defined as a casino under section 19 of the Act.

"Chief Executive" means the Chief Executive of Casino Control Authority.

"Employee" means and includes persons employed on a full-time or part-time shift work basis in the position of Inspector or Supervising Inspector within the Casino.

"PEO" means the Public Employment Office.

"Personnel Handbook" means the personnel handbook of the NSW Public Service as published at the date of this award and updated from time to time.

"Preliminary Training Rate" means the salary rate paid to Inspectors and/or Supervising Inspectors during their initial training period. Payment of this rate will cease immediately Inspectors and/or Supervising Inspectors commence shiftwork.

"Roster Cycle" means working 15 shifts at the casino and attending one training day of five hours over a five week cycle.

"Shift" means a period working 11 hours 20 minutes plus a 40 minute unpaid meal break but including two 15 minute paid crib breaks.

"Training Day" means one day of five hours for the purposes of providing additional training during a roster cycle.

"Working Day" under Clause 12 means any day except Saturday, Sunday or a public holiday in New South Wales.

"Family" under Clause 6 is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

- (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 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.

"Relative" under Clause 6 is a member of the same household of the employee, where for the purposes of this definition:

- (a) "relative" means a person related by blood, marriage, affinity or aboriginal kinship structures;
- (b) "affinity" means a relationship that one spouse or partner has to relatives of the other; and
- (c) "household" means a family group living in the same domestic dwelling

2. Salaries

Salaries for employees covered by this Award are set out at Part B Monetary Rates Table 1 - Rates of Pay of the Award. These salaries shall move in accordance with the Crown Employees (Public Sector - Salaries January 2002) Award or any variation or replacement award.

The salary rates expressed in this award include a 30% allowance in full compensation for shift penalties which includes work on nights, weekends, and public holidays.

3. Increments

- (a) The payment of increments under the scale of salaries prescribed by Part B, Table 1 Rates of Pay shall be subject to satisfactory performance and the approval of the Chief Executive.
- (b) Subject to satisfactory performance, including training and development requirements for employees, permanent employees will progress along the relevant incremental rate of pay scale at the completion of each year of continuous employment.

4. Leave

Annual Leave:

Employees shall be entitled to 140 hours annual leave per annum plus the dollar equivalent of 35 hours recreation leave in lieu of work performed on Sundays and public holidays. This payment shall commence from 1/12/98 with the payment to be made, at the end of each leave year. All other provisions for annual leave are as contained in the Personnel Handbook and/or Public Sector Employment and Management Act 2002 and General Regulation.

Other Leave:

The provision for all other forms of leave as prescribed by the Personnel Handbook and/or *Public Sector Employment and Management Act* 2002 shall apply except that the time shall accrue and be taken as hours not days.

5. Annual Leave Loading

Employees are entitled to payment of an annual leave loading of 17.5% of the monetary value of 140 hours recreation leave accrued in a leave year. This annual leave loading is based on the salaries as prescribed in Clause 2, Salaries.

6. Family and Community Service Leave/Personal Carer's Leave

The Chief Executive may grant family and community service leave to an employee:

- (a) for reasons related to the family responsibilities of the employee; or
- (b) for reasons related to the performance of community service by the employee; or
- (c) in a case of pressing necessity.

Family and community service leave replaces short leave.

The maximum amount of family and community service leave on full pay that may be granted to an employee is:

- (a) 24.50 hours during the first 12 months of service and 49 hours in any period of 2 years after the first year of service; or
- (b) 7 hours for each year of service after 2 years' of continuous service, minus any period of family and community service leave already taken by the employee,

whichever is the greater period.

Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

Where family and community service leave has been exhausted, additional paid family and community service leave of up to 14 hours may be granted on a discrete "per occasion" basis on the death of a person defined in Clause 1 "Definitions".

When family and community service leave is exhausted, sick leave provisions may be used by an employee to care for a sick family member.

Use of sick leave to care for a sick family member - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to

- (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in Clause 1 "Definition".
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement, minus any sick leave taken from that year's entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph c) of this subclause.
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7. Hours

- (a) The normal hours of work for full-time employees shall be 175 hours per five week cycle.
- (b) The standard shift starting and finishing times shall be 7 am and 7 pm respectively. Nevertheless the starting and finishing time may be staggered by up to one hour as determined by the Chief Executive or delegate in consultation with the employee.
- (c) Normal hours of work shall be structured to avoid broken periods of duty (i.e. there shall be no split shifts).
- (d) Part-time employees shall work the same shift duration as full-time employees but the number and frequency of shifts shall be negotiated having regard to the exigencies of the Casino Control Authority and then fixed on the same basis as full-time employees.

8. Overtime

An employee may be directed by the Chief Executive to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (a) the employees prior commitment outside the workplace, particularly the employees family and carers responsibilities, community obligations or study arrangements;
- (b) any risk to employee health and safety;

- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the Authority and the effect on client services;
- (d) the notice (if any) given by the Chief Executive regarding the working of the overtime, and by the employee of their intention to refuse the working of overtime; or
- (e) any other relevant matter.

9. Shift Work Arrangements

- (a) When rostered for shift work the employees shall be at the Casino for 12 hours which comprises of 11 hours 20 minutes on duty and an unpaid 40 minute meal break. There will also be included two 15 minute paid crib breaks.
- (b) Employees are not on duty during a meal break and are not required to answer calls. Employees shall not be required to work in excess of five hours without a crib break or a meal break. The meal break should be taken as near as possible to the middle of the shift.
- (c) The rostered time of a meal break may be varied by up to 15 minutes to suit operational needs.
- (d) Shift rosters once fixed can only be varied, with the approval of the Chief Executive or delegate. Employees shall ordinarily be given a minimum of eight calendar days notice of roster change and may voluntarily agree to a change in roster in a shorter time frame.
- (e) Where less than 48 hours notice is given of changed shift arrangements, employees will be paid overtime rates for that shift.
- (f) There shall be a minimum of 10 hours break between shifts.

10. Car Parking

Free parking shall be provided for employees at the Casino. It is not available for employees on training days at locations other than the Casino.

11. Higher Duties

- (a) Higher duties allowance may be paid on a shift by shift basis dependent on operational requirements.
- (b) Where an employee performs the whole of the duties and assumes all of the responsibilities of that more senior position he or she will, subject to satisfactory performance, be paid the difference between the employee's present rate of pay and the rate of pay that the employee would be paid if appointed to that position.
- (c) Where an employee does not possess the skills necessary to perform the whole of the duties and responsibilities of the more senior position at the time of relieving the employee will be paid subject to satisfactory performance an allowance based upon the proportion of duties actually performed.

12. Grievance and Dispute Settling Procedures:

- (a) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Authority, if required.
- (b) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the

employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.

- (d) The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Chief Executive.
- (f) The Chief Executive may refer the matter to the PEO for consideration.
- (g) If the matter remains unresolved, the Chief Executive shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf or the Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The Employee, Association, Authority and PEO shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public

13. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the objective 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 and age and responsibilities as a carer;
- (b) It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act* 1977;

- (iv) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (ii) 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.”

14. Deduction of Union Membership Fees:

- (a) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (b) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (c) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (d) Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (e) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

15. Salary Sacrifice to Superannuation

- (a) The Chief Executive of the Authority may enter into agreements with employees for salary sacrifice for superannuation and/or other agreed benefits within NSW Government policy.
- (b) Notwithstanding the salaries prescribed by clause 2 - Salaries, an employee may elect, subject to the agreement of the Authority to sacrifice a portion of the salary payable under clause 2 - Salaries to additional superannuation contributions in excess of contributions made by the Authority under relevant legislation. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 15 of this award must not exceed fifty (50) percent of the salary payable under clause 2 -salaries or fifty (50) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (c) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (i) Subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG (i.e., Pay As You Go) taxation deductions by the amount of that sacrificed portion; and

- (ii) Any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or Statute that is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under clause 2 - salaries in the absence of any salary sacrifice to superannuation made under this award.
- (d) The employee may elect to have the portion of payable salary which is sacrificed to additional superannuation contributions:
 - (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (ii) subject to the Authority's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where an employee elects to salary sacrifice in terms of sub-clause (c) the Authority will pay the sacrificed amount into the relevant superannuation fund.
- (f) Where the employee is a member of a superannuation scheme established under:
 - (i) the *Police Regulation (Superannuation) Act 1906*;
 - (ii) the *Superannuation Act 1916*;
 - (iii) the *State Authorities Superannuation Act 1987*;
 - (iv) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (v) the *First State Superannuation Act 1992*,
 the Authority must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) of this clause is included in the employee's superannuable salary that is notified to the New South Wales public sector superannuation trustee corporations.
- (g) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the Authority to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f), the Authority will continue to base contributions to that fund on the salary payable under clause 2 - salaries to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Authority may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

16. Salary Packaging Arrangements

- (a) By mutual agreement with the Authority, an employee may, from time to time, elect to receive:
 - (i) a benefit or benefits selected from those approved from time to time by the PEO; and
 - (ii) a salary equal to the difference between the salary prescribed for the employee by clause 2 - Salaries of this Award, and the amount specified by the PEO from time to time for the benefit provided to or in respect of the employee in accordance with such agreement.
- (b) The agreement shall be recorded in writing and shall be known as a Salary Packaging Agreement.
- (c) A Salary Packaging Agreement shall be for a period of up to twenty four months, unless a different period is mutually agreed between the employee and the Authority at the time of signing the Salary Packaging Agreement.

- (d) The PEO may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall be applied by the Authority to any existing or future Salary Packaging Agreement from date of such variation.
- (e) The PEO will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to employees of the Authority in relation to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement immediately.

17. Area, Incidence and Duration:

This award covers casino inspectors transferred to the Casino Control Authority as a result of the *Casino Control Act* 1992 from the Department of Gaming and Racing on 1 July 2001. Casino Inspectors recruited after 30 June 2001 are not under this award but are employed under the Casino Control Act 1992.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Casino Inspectors, Department of Gaming and Racing) Award published on 11 August 2000 (317 1G 964) and all the variations thereof.

Review 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 New South Wales on 28 April 1999 (310 1G 359) and take effect on and from 26 March 2004.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Rates of Pay

- (a) Preliminary Training Rates - Inspectors

Classification	As and from 01/07/2003 \$
Inspector - 1st Year of Service	47,023
Inspector - 2nd Year of Service	48,468
Inspector - 3rd Year of Service	52,252
Thereafter	53,901

- (b) Salary Rates - Inspectors

Classification - Inspector	As and from 01/07/2003 \$
1st Year of Service	61,130
2nd Year of Service	63,008
3rd Year of Service	67,928
Thereafter	70,071

- (c) Preliminary Training Rates - Supervising Inspectors

Classification	As and from 01/07/2003 \$
Supervising Inspector - 1st Year of Service	59,382
Supervising Inspector - 2nd Year of Service	61,158

Supervising Inspector - 3rd Year of Service	63,707
Thereafter	65,731

(d) Salary Rates - Supervising Inspector

Classification - Supervising Inspector	As and from 01/07/2003 \$
1st Year of Service	77,197
2nd Year of Service	79,505
3rd Year of Service	82,819
Thereafter	85,450

Award History

The Crown Employees (Casino Inspectors, Department of Gaming and Racing) Award was made on 20 September 1995 by His Honour Judge Bauer. The award was made to cover a new class of employees, viz. Casino Inspectors and Supervising Casino Inspectors.

The award took effect from 8 September 1995 to remain in force until 31 December 1996.

The award was varied by Her Honour, Justice Schmidt on 16 February 1996 in matter No. IRC 277 of 1996 to include preliminary training rates and new a Transitional Arrangement, to take effect from 6 February 1996.

Changes made to the award following a review 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 New South Wales on 18 December 1998 (308 10 307) took effect on and from 6 October 1999.

The *Casino Control Amendment Act* 2001 with effect from 1 July 2001 abolished the statutory office of the "Director of Casino Surveillance" and transferred the Division of Casino Surveillance (including the Casino Inspectors) from the Department of Gaming and Racing to the Casino Control Authority. Accordingly the name of the Award is now changed from Crown Employees (Casino Inspectors, Department of Gaming and Racing) Award to Casino Control Authority - Casino Inspectors (Transferred from Department of Gaming and Racing) Award 2004.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(1740)

SERIAL C2693

**HYDRO ALUMINIUM KURRI KURRI SMELTER UPGRADE AND
RETRO-FIT PROJECT CONSENT AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, industrial organisation of employers
and a State Peak Council for Employers.

(No. IRC 1385 of 2004)

Before Commissioner Redman

24 March 2004

AWARD

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1. Title

This Consent Award shall be known as the Hydro Aluminium Smelter Upgrade and Retro-Fit Project Consent Award 2004.

2. Preamble

The parties have mutually agreed that wages and conditions of workers engaged on construction work as specified above shall be set out herein and that this agreement shall be embodied in this Consent Award.

The parties are committed to the engagement of employees on a weekly basis and accordingly the use of casual employees and/or supplementary labour employees is to be kept to a minimum.

It is recognised by all parties from time to time unions may be directed to involve their members in National, State-wide or industry sector campaigns. Any such involvement to the extent that it breaches the Consent Award will not void this Consent Award, provided the Settlement of Disputes procedures, including referral of any disputes to the Industrial Relations Commission, is adhered to by all parties. The parties are committed to resolving all disputes, including demarcation disputes in accordance with the procedures set out under this Consent Award.

3. Parties to Consent Award

The parties bound by this Consent Award are:

- (a) All contractors engaged on work that falls within the application and scope of this Consent Award.
- (b) All employees of contractors engaged on work that falls within the application and scope of this Consent Award whether members of the organisations listed in (c) or not.
- (c) The organisations that represent the employees defined in (b), namely:
 - (i) The Labor Council of New South Wales.
 - (ii) Newcastle Trades Hall Council.
 - (iii) The Australian Workers Union.
 - (iv) The Australian Manufacturing Workers Union, New South Wales Branch.
 - (v) The Construction, Forestry, Mining and Energy Union (Construction and General Division) New South Wales Branch.
 - (vi) The Electrical Trades Union of Australia, New South Wales Branch.
 - (vii) The New South Wales Plumbers and Gasfitters Employees' Union.
 - (viii) The Transport Workers' Union of Australia, New South Wales Branch.

4. Definitions and Interpretation

In this Consent Award except where the context otherwise requires:

- (a) "Contractor" means any contractor, subcontractor or supplementary labour provider engaged on the site.
- (b) "Construction work" means work directly related to the construction and expansion in respect of the Smelter Upgrade and Retro-Fit Project (SURF) as defined by the Development Application DA 73-3-2002 approved by the Hon Andrew Refshauge, Minister for Planning on 21 August 2002, during the life of this Agreement.
- (c) "Hydro Aluminium" means Hydro Aluminium Kurri Kurri Pty Ltd
- (d) "Site" means that area known as the Hydro Aluminium Smelter Upgrade and Retro-Fit Project Construction Site and in other areas of the existing plant where work is directly associated with construction and expansion in respect of the SURF Project at the smelter.

- (e) SURF means Smelter Upgrade and Retro-Fit Project.
- (f) SURF Project Management means the Project Manager or his representative.
- (g) "Unions" and/or "Affiliated Unions" means unions affiliated with The Labor Council of New South Wales and/or The Newcastle Trades Hall Council as listed in sub clause 3(c) of this Consent Award.
- (h) "Peak Union Councils" means The Labor Council of New South Wales and The Newcastle Trades Hall Council.
- (i) "AI Group" means The Australian Industry Group, New South Wales Branch.
- (j) "Employer" means any contractor or subcontractor engaged on the Project and includes a supplier of supplementary labour engaged by a contractor or subcontractor on the site.
- (k) "Employee" means an employee of a contractor or subcontractor, including a casual or supplementary labour hire employee employed in accordance with the provisions of the Project Award, engaged on the Project and in receipt of the rates of pay and conditions of this Consent Award.

NOTE:

Subclause 10(d) states that where casual or supplementary labour hire employee is engaged on the Project, such engagement shall not exceed four (4) weeks duration. However, where agreement is reached between the parties to the Agreement, then such engagement of a casual or labour hire employees may be extended for a further two (2) weeks. Agreement to such extension of time shall not be unreasonably withheld.

The intent of this provision is to promote the engagement of full-time employees to work on the Project.

- (l) Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number.
- (m) Words importing the masculine gender only shall include the feminine and neuter genders.
- (n) Words importing persons shall include bodies corporate and trusts and words importing bodies corporate shall include natural persons.
- (o) References to any statutory/award enactment shall include the same as amended and modified and any enactment repealing or replacing the same, from time to time.

5. Wages

The following wage rates shall apply from the beginning of the first full pay period commencing on or after the dates specified in Columns 1 - 4.

Group	Classification	1 15/03/04	2 15/09/04	3 15/03/05	4 15/09/05
AA	Electrical Instrument Fitter Mechanical Plant Operator Gps. F.G.H Mobile Cranes over 70 Tonnes (Add: \$1.73 for every 5 T in excess of 9OT) Tower Cranes Mechanical Tradesperson - Special Class	\$976.50	\$1000.90	\$1025.90	\$1051.50
A	Tradespersons, Engineering and others Mobile Cranes up to 70 tonnes Mechanical Plant Operator Groups C, D and E. Transport Worker Gds 6, 7, 8.	\$930.00	\$953.20	\$977.00	\$1001.40

	Batch Plant Operator/Allocator				
B	Riggers Agitator Driver Mechanical Plant Operator Groups A and B Field Sampler Concrete Tester Transport Worker Gds 4 and 5 Dogmen Steel Fixers Concrete Finishers Scaffolders Clerk Labourers Group A & 2 (CFMEU) Labourers Group 3 & 4 (AWU) Ganger	\$883.50	\$905.60	\$928.20	\$951.40
C	Trades Assistant Labourer - Group 2 (AWU) Labourer - Group 3 (CFMEU) Crane Chaser Transport Worker Gds 1, 2 and 3 Storeperson Survey field hand Steel Erector Field Clerk Lagger Asphalt Paver/Gang	\$837.00	\$857.90	\$879.30	\$901.30

- (a) The rates prescribed in Groups AA, A, B and C are in substitution for those rates and allowances which, but for this Consent Award, would apply to employees of contractors engaged on the site and are for all purposes of this Award.
Such rates shall only be varied during the term of the Consent Award in accordance with the schedule as set out above. The parties may, by agreement, include additional classifications within the groupings set out in this clause. Any dispute as to the appropriate grouping for a particular classification shall be dealt with in accordance with the provisions of Clause 40 hereof - Settlement of Disputes.

- (b) The rates of pay set out in (a) do not include Refractory Allowance and Towers Allowance, but are inclusive of amounts in lieu of over-award payments, Industry Allowance, Construction Allowance, Fares and Travelling (excluding excess fares where applicable), Site Allowances 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 Consent Award.

- (c) Higher Duties

Where any employee on any day performs two or more classes of work to which a differential rate fixed by this Consent Award is applicable, such person if employed for more than four (4) hours on the class or classes of work carrying the higher rate shall be paid in respect of the whole time during which the employee works on that day at the same higher rate.

This rate shall be at the highest rate fixed by this Consent Award in respect of any such classes of work, and if employed for four hours or less on the class or classes of work carrying the highest rate, the employee shall be paid at such highest rate for four hours.

- (d) Allowances

The following allowances shall be payable in addition to Group A rates where applicable for all purposes of the Consent Award:

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

Electrical Licence	\$27.80
Electrical Special Class	\$46.50
Electrical Instrument Fitter	\$46.50
Instrument, Complex Systems	\$46.50

- (ii) 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	\$46.50
Instrument, Complex Systems	\$46.50

Other Allowances:

- (iii) Tool Allowance

A tool allowance of \$22.10 per week shall be paid for all purposes to all trades persons.

- (iv) Leading Hand Allowance

A person specially appointed to be a leading hand shall be paid an additional amount which shall form part of the employee's weekly all purpose wage.

In charge of not more than one (1) person	\$13.00
In charge of two (2) and not more than five (5) persons	\$28.70
In charge of six (6) and not more than ten (10) persons	\$36.60
In charge of more than ten (10) persons	\$48.80

- (v) First Aid Allowance

An employee who holds an appropriate First Aid Certificate and who is appointed by their employer as a first aid attendant shall be paid an additional allowance of \$2.00 per day, such allowance to be paid for all purposes of this Consent Award.

- (vi) Excess Fares and Travel

Employees who reside and travel by road for more than 50km from the site shall be paid a minimum travel time payment of 30 minutes for each return journey. If the time spent travelling beyond 50km totals more than 30 minutes each day, then the additional time beyond the 30 minutes minimum is paid for in 15minute increments.

Mileage of 40c/km is payable to the driver of the vehicle required to travel more than 50km. This 40c/km payment shall not apply where the company provides or offers to provide transport to and from site.

- (vii) Refractory Bricklaying Allowance

Refractory Bricklayer	\$1.42 per hour (all purpose)
Refractory Bricklayer's Assistant	\$1.22 per hour (all purpose)

- (viii) Towers Allowance

An employee working on a chimney stack spire, cooling tower, water tower or silo, where the construction exceeds 15 metres in height shall be paid for all work above 15 metres, 46 cents per hour, with 46 cents per hour additional for work above each further 15 metres.

(ix) Plumbing Allowances

Plumbing Licence	\$38.20
Plumbing Registration	\$19.40

(e) Apprentices

The provisions of sub-clause (a), paragraphs (d)(iii) and (d)(vii) of this clause shall apply proportionately to all apprentices employed on the site and they shall be paid the appropriate percentage of the wage rate prescribed for Group A classifications as specified hereunder:

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

Apprentices who attend a TAFE course on a prescribed rostered day off shall be afforded an alternative day to be mutually agreed between the contractor or subcontractor and the apprentice concerned.

The parties to this Consent Award encourage contractors to adopt a ratio of one apprentice to five tradesmen as a minimum. However, no contractor is bound to employ additional apprentices if that decision would displace other employees already employed.

All contractors will, when engaging labour, give preference to apprentices from a union approved community based Apprenticeship Scheme, i.e., Hunter Group Training and Hunter Valley Training Company.

In relation to apprentices, existing industry practices shall prevail, including payment for time spent in training.

(f) Definitions

- (i) "Electrical instrument fitter" means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or recording appliances and/or scientific instruments electrical instruments.
- (ii) "Mechanical Tradesperson - Special Class" means a mechanical tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and who, in the course of such work, is required to read and understand hydraulic and/or pneumatic circuitry which controls fluid power systems.

To be classified as a Mechanical Tradesperson - Special Class a tradesperson will have:

- (a) had minimum of two (2) years on the job experience as a tradesperson working predominantly on fluid power systems as will enable the tradesperson to perform such work under minimum supervision and technical guidance and
- (b) satisfactorily completed a prescribed post trades course or the achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means including in-plant training or on the job experience referred to in (a) above.

For the purpose of this definition:

- (aa) "mainly engaged" means regularly over a period or intermittently during a week;

(bb) the following courses are deemed to be prescribed post trade courses:

Course	Syllabus Number
Victoria	
Industrial Hydraulics	AJ02A
Industrial Pneumatics	AJ03A
Fluid Power Technology	AJ04A
South Australia	
Hydraulic	-
Pneumatics	-
Fluid Power	-
Tasmania	
Industrial Pneumatics	85-461
Industrial Hydraulics	85-450
Queensland	
Service course in Fluid Power	CN859
New South Wales	
Industrial Hydraulics	5721
Industrial Pneumatics	5268

6. Application and Scope of Consent Award

- (a) This Consent Award shall apply to employees of contractors who are engaged on site as part of the SURF Project. Construction Work referred to herein means construction work and/or modification work on plant that has been contracted as part of the SURF Project.
- (b) This Consent Award shall stand on its own and shall not, except as specifically provided for in this Enterprise Agreement, be affected by external wage or condition movements.
- (c) For the purposes of this Consent Award the site offices of Hydro Aluminium are excluded from the areas referred to in sub-clause (a) of this clause.
- (d) All employers shall observe the terms of this Consent Award. Where this Consent Award does not make specific provision, the appropriate parent award shall apply irrespective of whether or not there are weekly or hourly employees engaged as at the date of this Consent Award.
- (e) This Consent Award shall not apply to statutory employees, employees and contractors of Hydro Aluminium, security, supervisory, site catering or management and supervisory personnel and associated staff or to personnel engaged in deliveries to and from the site. The parties agree that this exclusion shall not apply to employees who upon delivering materials and equipment from off-site to the project perform construction work on the project eg, employees who deliver scaffolding to the project who then erect the scaffolding are covered by this Consent Award in respect of the work performed on the project.
- (f) This Consent Award shall have no application to plant commissioning, operations or maintenance or to any work after turnover of plant to Hydro Aluminium or to any other activities for which the contractors and subcontractors are not responsible.
- (g) The parties to this Consent Award commit themselves to the achievement of efficiency and productivity during the course of the construction project and agree that no party will take any action that adversely affects the efficiency or productivity of the project.
- (h) All suspected breaches of this Consent Award shall be reported to the SURF Project Manager for immediate investigation. If found to be correct, such breaches will be immediately rectified.

7. No Extra Claims

It is a term of this Consent Award that the Parties undertake that for the period of this Consent Award they will not pursue any extra claims, award or over-award, for the duration of the Consent Award as specified in Clause 9. This includes claims relating to changes arising from award variations or decisions of the Australian Industrial Relations Commission or the Industrial Relations Commission of New South Wales, other than changes that are consistent with the terms of this Consent Award.

Where employees employed under this Consent Award on the project are receiving terms and conditions greater than this Consent Award as a result of an Consent Award or other arrangement, this shall not be used as a basis of a claim by unions or employees of other contractors engaged on the Project.

Where an enterprise or certified agreement of a contractor expires during the term of this Consent Award, employees will continue to work normally under their existing enterprise or certified agreement, and this Consent Award, and shall be paid or afforded all additional benefits of any new or replacement enterprise or certified agreement retrospectively to the date of the new agreement.

8. No Reduction Clause

No reduction in either rates of pay or conditions of employment as at date of Consent Award will occur as a result of the making of this Consent Award provided that where this Consent Award offsets Parent Award or Enterprise or Certified Award conditions, the provisions of this Consent Award shall prevail.

9. Duration of Consent Award

This Consent Award shall operate on and from 15 March 2004 and shall remain in force until 15 September 2006.

10. Contract of Employment

- (a) The contract of employment for all employees other than casual employees shall be by the week.
- (b) For other than casual employees, either party shall give a week's notice of termination of the employment engagement exclusive of accrued rostered days off or one (1) week's pay shall be paid or forfeited in lieu thereof.
- (c) Applicants for positions on the project shall be required to complete an Immigration Compliance Authority, contained in Appendix 4 to authorise their potential employer to obtain from the Department of Immigration and Multicultural Affairs details of their immigration status. No person shall be allowed to undertake any work on the project unless it is verified they have the right to work. Copies of this Authority shall be made available to the Labor Council upon request.
- (d) 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 Consent Award to which a Casual Employee has no entitlement, the Casual Employee is entitled to pro-rata Redundancy payments as set out under Clause 45, Termination Pay.

Where casual or supplementary labour hire employees are engaged on the Project, such engagement shall not exceed four (4) weeks duration, however where agreement is reached between the parties to the Award then such engagement of a casual or labour hire employee may be extended for a further two (2) weeks. Agreement to such extension of engagement shall not be unreasonably withheld.

NOTE:

The intent of this provision is to promote the engagement of full-time employees to work on the Project. Where the employment of casual or supplementary labour hire employees extends beyond four (4) weeks duration without agreement between the parties to an extension as set out above in subclause 10(d) or, beyond the maximum duration of six (6) weeks, such employees for the purposes of this

Award shall be deemed to be full time employees of the host contractor or subcontractor. In such circumstances, the host contractor or subcontractor shall not be required to issue any additional protective equipment as required by the provisions of subclause 30 (h).

- (e) Nothing in this Clause shall affect the right of a contractor to dismiss an employee, without notice, for misconduct or refusing lawful duty.
- (f) Nothing in this Clause shall affect the right of a contractor to dismiss an employee for breaches of site rules, safety rules or regulations, subject to appropriate investigation having been made, counselling extended, and the dispute settlement procedure being effectively processed.
- (g) Nothing in this Clause shall affect the right of an employee to pursue a claim for unfair or unlawful termination through the relevant State or Federal tribunal.
- (h) A contractor may deduct payment for any day upon which an employee cannot be usefully employed because of any strike by or participation in any strike by any member of a Union employed by the contractor or because of any strike by or participation in any strike by any other Union, organisation or association or by any branch thereof, or by any members thereof who are employed by the contractor or, because of any stoppages of work (other than for site conditions within the allowance prescribed in Clause 27, Inclement Weather hereof) by any cause including breakdown of machinery or failure/lack of power, for which cause the contractor is not responsible.
- (i) A tradesperson shall be allowed one hour prior to termination to gather, clean, sharpen, pack and transport his/her tools.

11. On Site Register

Hydro Aluminium shall require that all contracts with contractors to be in writing and include the following terms as and conditions:

- (a) The conditions contained within the Consent Award shall form part of such contracts and bind all such contractors.
- (b) Contractors will be required to meet all statutory, award and legal obligations for their employees in addition to those binding under the Consent Award.

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

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

All contractors shall supply a declaration that they will abide by the provisions of the Consent Award.

Hydro Aluminium shall keep a Register containing relevant information of every contractor and their employees engaged on site. Prior to commencing work on site each contractor and their employees must provide and certify as correct the following information:

From Employees:

- (a) Name and Address of Employee;
- (b) Name and Address of Employer (Contractor/Sub-contractor);
- (c) Classification and Certificate details;

- (d) Induction date;
- (e) Union and Ticket Number (where applicable);
- (f) Superannuation Scheme Name and Employee Number;
- (g) Long Service Leave Number;
- (h) WorkCover Ticket-Permit Numbers;
- (i) ACIRT, MERT or other Redundancy Scheme Number;
- (j) UPLUS or equivalent Scheme Number; and
- (k) Other information that may be reasonably required from time to time by either Hydro Aluminium or the Peak Union Councils.

Failure to comply or repeated breach with this clause may result in employees being removed from the site.

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 or equivalent Scheme Number; and
- (h) Rehabilitation Particulars Pursuant to New South Wales WorkCover Regulations and Guidelines.
- (i) Other information that may be reasonably required from time to time by either Hydro Aluminium or the Peak Union Councils.

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

12. Induction

Contractors shall ensure that all of their employees conform to the requirements of the Occupational Health and Safety Regulation 2001, Chapter 8, Construction Work, Part 8.2 - OH&S Training and provide written confirmation to Hydro Aluminium prior to requesting a copy of the General Site Safety Rules and a SURF site induction.

- (a) All employees shall, before entering the site area or commencing work on the site, attend and complete the Main Gate Induction, SURF Project Induction Programme and regulations, project specific site rules and this Consent Award.

Hydro Aluminium will conduct the programme at a central location on behalf of the contractors. Hydro Aluminium reserves the right to alter the duration of the programme and to conduct further induction and/or refresher programmes.

Each employee shall receive a General Site Safety Rules Booklet and a copy of this Consent Award and shall sign an acknowledgement of receiving it.

- (b) After successful completion of the Site Induction Programme, each employee shall be issued with a Site Identity Pass that will allow entry to and exit from the site.

The pass will bear a photograph of the employee together with other pertinent information contained in Clause 11 hereof.

Should an employee lose their Project Identity Pass they must immediately notify their employer who will in turn immediately notify Hydro Aluminium. A replacement pass will be available at a charge of \$110 to the contractor company.

13. Site Practices

- (a) All persons on site will be required to conform to the Site Safety Practices as outlined in the General Site Safety Rules Booklet and all relevant site safety statutes applicable in New South Wales. The *Occupational Health & Safety Act* and its Regulations shall be strictly observed on site.
- (b) All employees shall be conversant with this Consent Award and if necessary ask their respective union officials to explain, and further:
- (i) No alcohol is permitted on the site at any time.
- (ii) No narcotic drugs of addiction, non-prescribed drugs or illegal substances are permitted on site at any time.
- (iii) The parties to this Consent Award will comply with Hydro Aluminium's Alcohol and other Drugs Policy and are encouraged to adopt the Construction Industry Drug and Alcohol Policy as a guide when dealing with such problems on site.
- (c) All workers shall, at all times, use the facilities provided by virtue of the terms of this Consent Award.
- (d) All employees shall be required to conform with the safety rules and regulations and site rules as specified.

14. Hours

- (a) Except as provided elsewhere in this Consent Award the ordinary working hours shall be thirty-eight (38) consecutive hours each Monday to Friday inclusive, between the hours of 6.00am and 6.00pm with the first .4 of an hour of each day worked, plus .4 of an hour for each day on paid leave, accruing as an entitlement to be taken except as specified in paragraph (d)(v) hereof on the fourth Monday in each cycle as a paid day off, as though worked.

Provided further, up to five (5) rostered days off may be accrued by agreement between the contractor and the employee, and must be taken during the course of the job.

- (b) There shall be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty (30) minutes, to be taken between noon and 1.00pm, subject to operational demands.
- (c) Notwithstanding the provisions of subclauses (a) and (b) above, where it is established custom and practice for a contractor and his or her employees to work ordinary hours of work within an alternative spread of hours, for example, 5.00am to 5.00pm, and take an alternative meal break, that established custom and practice may apply on site on the approval of the SURF Project Manager.
- (d) The method of payment for hours worked, paid leave, etc., shall be as follows:
- (i) Normal Working Days

An employee shall be paid the daily rate for working the eight (8) ordinary hours on a normal working day. The daily rate shall be calculated by dividing the ordinary weekly wage by five (5).

Where an employee works part of the ordinary hours on a normal working day, they shall be paid at the hourly rate for the time worked, less .4 of an hour (0.8 after 15 March 2006).

(ii) Sick Leave

An employee absent on paid sick leave shall be paid for each day absent at the daily rate. Where an employee is absent on paid sick leave for part of a day he shall be paid at the hourly rate for such time absent, i.e., the difference between time worked and eight (8) hours.

Where an employee is off for part of a day on paid sick leave, their sick leave credit in respect of that day shall be the difference between 7.6 hours and the time that they were paid sick leave.

Example: Employee has ten (10) days accumulated sick pay and takes four (4) hours off on sick pay. Their accumulated sick leave would therefore become nine (9) days 3.6 hours.

The sick leave credits prescribed in this Award shall be converted from hours to days on the basis of each eight (8) hours credit becoming one (1) day's sick leave or portion thereof.

(iii) Public Holidays and Other Paid Leave

An employee absent on public holidays or other paid leave, shall be paid the daily rate of each day of absence, provided always that the employer shall be obliged to pay no more thirty eight (38) hours per week ordinary time.

An employee entitled to four (4) weeks annual leave shall be paid in addition to their annual leave an annual leave loading and payment of their accrued entitlement for the rostered prescribed day off that would have otherwise been due if they had not been on annual leave.

(iv) Prescribed Rostered Day Off

For the prescribed rostered day off, an employee shall be paid the daily rate less .4 of an hour (0.8 after 15 March 2006) for each day the employee did not attend for work because of an absence of unpaid leave during the nineteen (19) day cycle.

An employee who works for part of a nineteen (19) day cycle on the site (as defined in sub-clause (a) of this clause) and part of the cycle at another work location of the same employer, shall be entitled to receive payment at the rate applicable under this Consent Award for the proportion of time worked on the site when payment is made to such employee in respect of their rostered day off.

New Employees

A new employee on site shall take the rostered day off and be paid a pro rata payment for the prescribed rostered day off, calculated on the basis of .4 of an hour's pay (0.8 after 15 March 2006) for each day worked within the cycle and for each other day on which the employee has been absent on paid leave. However, as provided by Clause 14, up to five (5) rostered days off may be accrued by agreement between the contractor and the employee, and must be taken during the course of the job.

(v) Working on the Prescribed Rostered Day Off (RDO)

The accrued RDO shall be taken as a paid day off provided that this day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to the project or a section of it or for other reasons arising from unforeseen or emergency circumstances on the Project, in which case, in addition to accrued entitlements (i.e. leave accrued may not be discharged by payment in lieu), the employee shall be paid for work performed in ordinary hours the penalty rates and provisions for Saturday work only. Any proposed work on rostered days off where possible shall be notified to the unions whose members are intended to carry out the proposed work. Such notification shall be provided not later than on the last normal working day prior to the RDO. This Clause shall not apply where rostered days off are accrued as provided by sub clause (a) of Clause 14, Hours.

(vi) Overtime Rates

All time worked outside the ordinary working hours outlined in sub-clause 14(a),(b),(c) shall be paid at the rate of time and one half of the first two hours and double time thereafter.

(vii) Termination of Employment

In addition to all other entitlements (pro rata annual leave, annual leave loading, etc.) the employee shall be entitled to a pro rata payment of .4 of an hour's pay for each ordinary day worked (0.8 after 15 March 2006) and for each other day that the employee was absent on paid leave within the nineteen (19) day cycle.

15. Shiftwork

The following conditions shall apply to employees engaged on shiftwork.

(a) For the purposes of this clause:

"Afternoon Shift" means a shift finishing at or after 9.00 pm and at or before 11.00 pm.

"Night Shift" means a shift finishing at 11.00 pm and at or before 7.00 am.

"Morning Shift" means a shift finishing after 12.30 pm and at or before 2.00 pm.

"Early Afternoon Shift" means a shift finishing after 7.00 pm and at or before 9.00 pm.

(b) Provided that the employee is employed continuously (inclusive of Public Holidays) for five shifts Monday to Friday, the following rates shall apply:

Afternoon and Night Shift - Ordinary Time plus 50%.

Morning and Early Afternoon Shifts - Ordinary Time plus 25%.

(c) Broken Shift

(i) A broken shift is any shift that does not continue for five (5) consecutive working days Monday to Friday.

(ii) All hours worked on broken shifts shall be paid as though they were overtime hours, excepting where the reasons for a broken shift eventuating are as a result of employee actions or reasons.

(d) An employee shall be given at least forty-eight (48) hours notice of a requirement to work shift work.

(e) The hours of shift workers when fixed, shall not be altered except for breakdowns or other causes beyond the control of SURF Project Management/contractors, provided that notice of such alteration shall be given to the employee not later than ceasing time for the previous shift.

- (f) For all work performed on a Saturday, Sunday or Holiday, the provisions of Clause 17 of this Consent Award shall be applicable in lieu of the rates prescribed in this clause.
- (g) Work in excess of shift hours, Monday to Friday, other than holidays, shall be paid for at double time provided that these rates shall be based, in each case, on ordinary hours.
- (h) Shift work hours shall be worked between Monday to Friday inclusive provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.

16. Rest Period, Meal Allowances and Crib Time

- (a) There shall be allowed, without deduction of pay, a rest period of ten (10) minutes mid-morning and mid-afternoon. This may be varied by agreement between Hydro Aluminium, employers and the unions. Where an employee is required to work overtime for at least one and a half hours after working ordinary hours, they shall be paid by the employer an amount of \$9.90 to meet the cost of a meal. This provision shall not apply to an employee who is provided with board and lodgings and provided with a suitable meal. Where an employee is required to work overtime after the usual ceasing time of the day or shift for two hours or more, they shall be paid by the employer an amount of \$17.90 to meet the cost of a meal in lieu of any other applicable meal allowances and crib times, and thereafter, after each four hours of continuous work.

NOTE:

The \$17.90 meal allowance 'buys out' both the normally applicable meal allowance (\$9.30) and 20 minute crib time.

- (b) No apprentice under the age of eighteen (18) years shall be required to work shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work shift work at times which would prevent their attendance at TAFE College, as required by any Statute, award or regulation applicable to them.
- (c)
 - (i) An employee who works overtime between the termination of ordinary work and the commencement of ordinary work on the next day and has not had at least ten (10) consecutive hours off duty between these times, and if on the instructions of their employer, such an employee resumes or continues to work without having had such ten (10) consecutive hours off duty, they shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (ii) An employee who works continuously (except for meal and crib times allowed by this Award) for twenty (20) hours shall not be required to continue at or recommence work for at least twelve (12) hours.

17. Overtime and Special Work

- (a) All contractors shall require their employees to work reasonable overtime.
- (b) All time worked beyond the ordinary time of work as prescribed in the Hours clause of this Consent Award, shall be paid for at the rate of one and a half times (1.5) ordinary rates for the first two (2) hours thereof and at double time thereafter.
- (c) An employee recalled to work overtime after leaving their employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours work at the appropriate rates for each time so recalled; provided that, except in the case of unforeseen circumstances

arising, the employee shall not be required to work the full four (4) hours if the job they were recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to their employer's premises to perform a specific job outside their ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- (d) If an employer requires an employee to work during the time prescribed by the Hours clause of this Consent Award for cessation of work for the purpose of a meal, the employer shall allow the employee whatever time is necessary to make up the prescribed time of cessation, and the employee shall be paid at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the prescribed cessation time, provided however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the said cessation time.

No apprentice under the age of eighteen (18) years shall be required to work overtime unless they so desire. No apprentice shall, except in an emergency, work or be required to work overtime at times which would prevent attendance at TAFE College, as required by any Statute, award or regulation applicable to them.

- (e) When an employee, if they have not been regularly rostered and not given twenty-four (24) hours notice of their requirement to work overtime, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide them with a conveyance to their home or to the nearest connecting public transport.

18. Weekend Work

- (a) Overtime work on Saturday shall be paid for at the rate of time and a half (1.5) for the first two (2) hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (b) All time worked on Sunday shall be paid for at the rate of double time.
- (c) An employee required to work overtime on a Saturday or to work on a Sunday shall be afforded at least four (4) hours work at the appropriate rate.
- (d) An employee working overtime on Saturday or working on a Sunday shall be allowed without deduction of pay, a rest period of ten (10) minutes mid-morning and mid-afternoon. This may be varied by agreement between SURF Project Management, contractors and the unions.
- (e) An employee working overtime on a Saturday, or working on a Sunday, shall be allowed a crib time of twenty (20) minutes after four (4) hours work without loss of pay but this provision shall not prevent any arrangements being made for the taking of a thirty (30) minute meal period, the time in addition to the paid twenty (20) minutes being without pay.

In the event of an employee being required to work in excess of a further four (4) hours, they shall be allowed to take a crib time of thirty (30) minutes without loss of pay.

19. Public Holidays

- (a) An employee shall be entitled to the following holidays without deduction of pay, provided that if any other day be, by a State Act of Parliament or State Proclamation, substituted for any of the said holidays, the day so substituted shall be observed:

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

Picnic Day - First Monday in December and one (1) other additional day per year to be agreed between SURF Project Management and the unions.

- (b) Where an additional or substituted public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or New South Wales Government under any Act throughout New South Wales or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Consent Award: provided that an employee shall not be entitled to the benefit of more than one (1) holiday upon such occasion.
- (c) Provided that:
 - (i) An employer who terminates the employment of an employee except for reasons of misconduct or incompetence (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages for each holiday which falls within ten (10) consecutive days after the day of termination.
 - (ii) Where any two (2) or more of the holidays prescribed in Consent Award occur within a seven (7) day span, such holidays shall, for the purposes of this Consent Award, be classed as a group of holidays. If the first day of the group of holidays falls within ten (10) working days after termination, the whole group shall be deemed to fall within the ten (10) consecutive days, e.g., Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.
 - (iii) No employee shall be entitled to receive payment from more than one (1) employer in respect of the same public holidays or group of holidays.
 - (iv) An employee who has worked as required by their employer the working day immediately before and the working day immediately after such a holiday or is absent with the permission of their employer or is absent with reasonable cause, shall be entitled to payment for the public holiday. An absence arising by termination of employment shall not be reasonable cause.
- (d) All employees shall, as far as practicable, be given and shall take Picnic Day on the first Monday in December and shall be paid therefore eight (8) hours work at the rate of pay prescribed in the Wages clause of this Consent Award.
 - (i) Any employee required to work on this day shall be paid at the rate of double time and a half (2.5 times) provided that an employee who attends for work as required on this day shall be paid for not less than four (4) hours work.
 - (ii) Where a parent award so provides, an employer shall require from an employee evidence of their attendance at the picnic and production of proof of evidence issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer payment need not be made unless the evidence is produced.
 - (iii) It is agreed between the parties that no employee shall be required to work on Picnic Day other than in the circumstances of an unforeseen emergency arising.
- (e) All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half (2.5 times).
- (f) An employee required to work on a holiday shall be afforded at least four (4) hours work or paid for four (4) hours at the appropriate rate.

20. Sick Leave

An employee who is absent from their work on account of personal illness or injury, other than that covered by workers' compensation, shall be entitled to leave of absence, without deduction of pay, provided that:

- (a) Within twenty-four (24) hours of the commencement of such absence, the employee shall 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 the absence.

- (b) The employee shall prove to the satisfaction of their employer that they were unable on account of such fitness or injury to attend for duty on the day or days for which sick leave is claimed.
- (c) An employee during their first year of employment with an employer shall be entitled to sick leave entitlement at the rate of one (1) day on (1) calendar month from the first day of employment and one (1) day on the first of each calendar month for the following nine (9) months.

Provided that an employee who has completed one (1) year of continuous employment shall be credited with a further ten (10) days sick leave entitlement, at the beginning of their second and each subsequent year, which subject to sub-clause (g) shall commence on the anniversary of engagement.

- (d) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one (1) day only, such employee, if in the year they have already been allowed paid sick leave on two (2) occasions for one (1) day only, shall not be entitled to pay for the day claimed unless they produce to the employer a certificate of a duly qualified medical practitioner certifying that the employee was unable to attend for duty on account of personal injury or fitness.

An 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.

- (e) Nothing in this sub-clause shall limit the employer's right under subclause (b) thereof.
- (e) Sick leave with an employer shall accumulate from year to year so that any balance of the period specified in sub-clause (c) hereof which in any year has not been allowed to an employee by that employer as paid sick leave may be claimed by the employee and subject to the conditions herein prescribed shall be allowed by that employer in a subsequent year, without diminution of the sick leave prescribed in respect of that year.

Sick leave that accumulates pursuant to this sub-clause shall be available to the employee for a period of ten (10) years from the end of the year in which it accrues but for no longer.

- (f) Any sick leave for which an employee may become eligible under this Award by reason of service with an employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of subsequent service with another employer.
- (g) If an employee is terminated by their employer and is re-engaged by the same employer within a period of six (6) months, then the employee's unclaimed balance of sick leave shall continue to accrue from the date of re-engagement.

The period of interruption shall not be counted as service for the purposes of sick leave.

21. Parental Leave

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

22. 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 sub clause, any current or accrued sick leave entitlement, provided for in Clause 20, 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 sub clause 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
- (d) 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
- (e) 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
- (f) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (g) 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.
- (h) 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 sub clause, shall be exclusive of any shutdown period provided for elsewhere under this Consent 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 sub clause, 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.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This sub clause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

23. Bereavement Leave

- (a) An employee shall on the death within Australia of a wife, husband, partner, father, mother, brother, sister, child (including adopted) or step-child, 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).
- (b) 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.
- (c) Proof of such death shall if required be furnished by the employee to the satisfaction of their 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.

24. Anti-Discrimination

The company shall not discriminate on the basis of sex, marital status, pregnancy, age, race, religion, colour, national origin, impairment or political conviction.

Entry into the company, selection for specific jobs and career progression will be determined by personal merit and criteria related to the effective performance of the job.

- (a) It is the intention of the parties bound by this Consent Award to seek to achieve the object in s3 (f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Consent 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 which, Consent Award by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pays to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

- (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 that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

25. Annual Leave Payment and Annual Leave Loading

- (a) Each employee, before going on Annual Leave, shall be paid in advance the wages which would ordinary accrue to them during the currency of annual leave.
- (b) In addition to the payment prescribed in sub-clause (a), an employee shall receive during a period of annual leave loading for each week of annual leave.

An employee who applied for their annual leave whilst engaged on this site shall be entitled to any benefits applicable to such annual leave contained in this Consent Award. If their employer transfers the employee to another location for a period not exceeding one (1) month this clause shall apply.

Any benefits shall be on a pro rata basis for the period worked on this site for each week of annual leave due.

- (c) The loading prescribed above is calculated on the basis of 17.5% of the group wage rates set out in Clause 5 of this Consent Award, and if those rates are further increased as a consequence of the provisions of sub clause (a) of Clause 5, the annual leave loading shall also be increased by the same percentage formula and from the same date as the wage rate is increased.

- (d) The loading prescribed above shall also apply to proportionate leave due to an employee whose services are terminated by an employer through no fault of the employee.
- (e) Except as provided in sub-clause (d) hereof as to the payment of loading on proportionate leave on termination, the provisions of the appropriate parent award shall apply.

26. Superannuation

- (a) Employees of contractors and sub-contractors covered by this Consent Award shall, whilst they are engaged on this site, be covered by an appropriate superannuation scheme such as C + BUS or other union approved superannuation schemes.
- (b) Construction work to be performed under this Consent Award falls under the definition of construction work contained in the Trust Deed or Deed of Adherence of the C + BUS Superannuation Scheme.
- (c) Contractors shall contribute \$80.00 per week, or the Superannuation Guarantee Levy, whichever is the higher, on behalf of employees into a recognised industry scheme. From the first pay period commencing on or after 15 March 2005, this amount shall increase to \$85.00 per week and, from the first pay period commencing on or after 15 March 2006, this amount shall increase to \$90.00 per week, or the Superannuation Guarantee Levy, whichever is the higher.
- (d) Provided that such contribution shall not be in addition to any contributions made in accordance with legislation or an Consent Award.

27. Inclement Weather

The inclement weather provisions of the National Building and Construction Industry Award shall apply in respect of all employees engaged under the provisions of this Contract Award.

Employees of contractors and subcontractors shall be employed on a weekly basis provided that this shall not affect the engagement of casual or temporary employees.

Where a weekly employee/s believes they are experiencing inclement weather conditions the following procedure shall apply:

The employee shall notify their employer that he/she believes he/she is experiencing inclement weather conditions.

The employer will consult with the affected employee/s and inspect the work area/s.

In the first instance the employer and the OH&S Committee shall determine whether inclement weather conditions are being experienced and will consult with the affected employee/s seeking their view and, work options available.

Where inclement weather conditions are being experienced the procedure set out in Appendix 5 shall apply.

If "inclement weather" creates an unsafe situation/circumstance the OH&S Act will apply.

The contractor and/or supplier of supplementary labour shall stop work if conditions dictate. When this does occur the following options apply:

Employees return to crib rooms - for training etc, or

Employees are relocated to work in other areas.

Employees shall not be unreasonably held on site.

No employee shall have the right to cease work or leave the SURF Project site without the permission of the employer.

The SURF Project Manager shall ensure that Contractors, Sub-Contractors and Suppliers of Supplementary Labour have fully complied with the inclement weather procedures prior to any employees leaving site.

28. Living Away - Distant Work

(a) Entitlement

The employer shall provide a distant worker with either reasonable board and lodging at no cost to the employee, or pay the living away from home allowance contained in the contractor's parent award when employed on the construction site at such distance from their usual place of residence that they cannot reasonably return each night or as otherwise defined in the employee's parent award.

The employer shall provide an itinerant worker with acceptable board and lodging at reasonable cost.

(b) Procedure

- (i) The employer shall advise applicants for employment of their entitlement under this clause at the time of the interview.
- (ii) 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 employee's records when the employee completes the Travel and/or Living Away From Home Declaration (See Appendix 1) made at the pre-employment interview.
- (iii) Any employer shall not, under any circumstances, attempt to persuade or induce applicants for employment to provide a local address as their usual place of residence in an effort to avoid the employer's obligations under this clause.

(c) Disputes

Disputes arising from application of this clause will be subject to resolution in accordance with the Settlement of Disputes clause of this Consent Award. In the event of a dispute all relevant documentation will be made available to the tribunal dealing with the matter.

(d) Definition

- (i) "Distant Worker" means an employee who has provided satisfactory evidence that, due to engagement on the site they are unable to reasonably return home each night or as otherwise defined in the relevant award.
- (ii) "Itinerant Work" means an employee with no fixed address.
- (iii) "Usual Place of Residence"
 - (a) 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 motor vehicle driver's licence may be provided and accepted in lieu of the statement in writing.
 - (b) The employee's usual place of residence and not the place of employment shall determine the applicability of this clause.
 - (c) An employee shall notify the employer in writing of any subsequent change to their usual place of residence. No subsequent change to an employee's usual place of residence shall entitle an employee to provisions of this clause, unless the employer agrees.

- (iv) "Reasonable board and lodging means lodging in a well kept establishment with three (3) adequate meals per day, adequate furnishing, good lighting and heating, hot and cold running water, in a single or twin room if a single room is unavailable.
- (v) "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).

The Living Away from Home Allowance will be paid in accordance with the provisions of the employee's relevant parent award.

Provided further, that if the employee satisfies the employer that they reasonably incurred a greater outlay than any prescribed, the allowance shall be increased to match the outlay.

The allowance payable pursuant to this Clause, shall be in substitution for additional payments provided to employees for travel to and from the Project i.e. payments available under 'Excess Fares and Travel' in paragraph 5(d)(vi) of this Consent Award.

29. 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:

- (a) The rate of pay for travelling time shall be ordinary rates, except on Sundays and Public Holidays, which shall be time and one half.
- (b) 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.
- (c) 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

- (d) 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.
- (e) Week End Return Home

An employee who works as required during ordinary hours of work on the working day before and the working day after a weekend and who returns to their usual place of residence for the weekend, and who notifies the employer no later than Tuesday of that week of their intention to return to their usual place of residence at the weekend, shall be paid an allowance of \$27.10 for each occasion. This payment shall not apply to any employee receiving living away from home allowance, in lieu of board and lodging.

- (f) 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.

(g) Air Travel

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

The employee may return home after four months continuous service and shall in such circumstance 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 fare 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.

(h) Limitation of Entitlement

This entitlement shall be taken as soon as is reasonably practicable 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).

(i) Service Entitlement

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

(j) 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.

(k) Non-Payment in Lieu

Payment of fares and leave with pay as provided shall not be made unless taken by the employee.

(l) 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.

30. Safety

All work undertaken for the SURF Project shall comply with the provisions of the *NSW Occupational Health and Safety Act 2000* and Regulations 2001 and the Hydro Aluminium site safety requirements.

- (a) It is also accepted by the parties to this Consent Award that the procedures of the Building Industry Safety Codes shall be the procedures by which safety matters are handled, and whilst these are being

followed there shall be no stoppage of work in respect of the matter being considered, except in the area or matter under consideration.

- (b) Each employer shall establish a Safety Committee in accordance with the *Occupational Health and Safety Act 2000* and Regulation 2001. A Project Safety Committee comprising a SURF Project representative, the Chairs of individual employer safety committees and employer representatives shall be formed and will operate in accordance with the provisions of the *Occupational Health and Safety Act 2000* and Regulation 2001.

Frequency of site safety inspections and other matters pertinent to the *Occupational Health and Safety Act 2000* and Regulation 2001 will be determined by the Safety Committee in consultation with SURF Project Management.

- (c) Each employer shall provide to their employees all appropriate safety equipment free of charge as necessitated by the tasks in accordance with any existing Regulation(s) or Regulation(s) implemented during the life of the Consent Award.
- (d) Rectification Work

Contractors shall engage qualified personnel and/or sub-contractors for the purpose of performing hazard prevention and rectification work such as erecting handrails and toe boards around the perimeter of floors, openings, penetrations, up stairways, covering up openings, fixing of ladders, building walkways, ramps, etc.

- (e) Scaffolding/Formwork

Employees carrying out scaffolding/formwork duties must be in possession of the appropriate Certificate of Competency issued by the New South Wales Office of Industrial Relations and Employment.

- (f) First Aid

- (i) An emergency vehicle will be located on site at all times.
- (ii) First aid boxes shall be provided by all Employers as required in accordance with the *Occupational Health and Safety Act 2000* and Regulation 2001.
- (iii) All Employers shall make provision in accordance with the *Occupational Health and Safety Act 2000* (and Regulation 2001) as to the provision of personnel in administering this obligation under the said Act.

- (g) Occupational Health & Safety

The Parties have agreed to adopt Hydro Aluminium's Site Safety Management Plan. As part of this plan Contractors will be required to submit comprehensive risk assessments for all work undertaken on the project. The provisions of the *Occupational Health and Safety Act 2000* (NSW) and Regulation 2001 or their successors shall apply to and regulate all work covered by this Consent Award. A First Aid Room, complying with the Act, Regulations and industry standards, will be provided.

- (h) Protective Clothing

Upon commencement on the project, employees will be issued with the following protective clothing, equipment and footwear:

One pair of approved safety footwear.

Two pairs of standard issue long pants and two standard-issue long sleeved shirts or two pairs of long sleeved overalls. Shirts and overalls shall be "high visibility" in accordance with Hydro Aluminium's requirements.

One hard hat (with substantial add-on shade 'brim') designating the employee's employer and name.

Appropriate safety glasses (either tinted or non-tinted - employee choice). Employees with prescription glasses will be issued with mono goggles or have their prescription safety glasses face-hardened (employee choice).

Each employee on commencement of employment on site shall be eligible to be issued with one woollen "bluey" type warm jacket, which will be issued between 1 May and 1 September.

It is a condition of issue and of employment that the issued equipment shall be worn whilst on site. Replacement of issued equipment that is lost by the employee is the responsibility of the employee. An employee who resigns within three months of receiving the issue may have the pro-rata cost withheld from their final pay.

Hard hats, safety glasses and safety footwear must be worn at all times other than whilst in offices and crib sheds.

Replacement of any articles shall be on the basis of fair wear and tear provided the worn out item is produced for replacement. An employee who loses parts of the issue will be required to purchase necessary replacements.

Where an employee transfers

- (i) to the project with the same employer, or
- (ii) between project employers and has already received an issue of approved protective safety footwear, will only be eligible for any re-issue on the basis of fair wear and tear provided the worn out item is produced for replacement.

Employees who receive their issue of protective safety footwear as part of their employer's policy will not be entitled to additional issues under this clause.

The employer shall issue, on a loan basis, all safety equipment and protective clothing necessary for specific work tasks. Requisite safety equipment shall be worn.

The employer shall make available sunscreen (SPF 30+) and mosquito repellent for personnel engaged in outside work.

- (i) Where an individual, who has been issued with required protective safety equipment, including safety footwear, helmets, harnesses and adequate clothing is found not to be wearing same on the job then such employee shall be counselled in the presence of the site Safety Committee elected representative.

Further infractions in relation to the non-wearing of the said protective equipment referred to in this clause shall result in the individual being required to show cause to the Site Safety Committee why the said individual should not be removed from the site.

Exemption from this clause is to be from the recommendation of the site safety committee only.

- (j) The employer shall ensure that employees required from time to time to use hand tools, e.g. Riggers are supplied with appropriate "fit for purpose" tools at all times.

31. Workers Compensation

Hydro Aluminium shall instruct all contractors that it is a term and condition of their contract that they shall ensure that all workers they engage to work on the site are covered by New South Wales Workers' Compensation insurance and are aware of their responsibilities under the legislation which is current at the time. Proof of such insurance shall be required by Hydro Aluminium (See Clause 11 hereof).

Hydro Aluminium shall instruct all contractors that it is a term and condition of their contract that provided an injured worker (or their representative if the injured worker is unable to do so) reports an injury and complies with claims requirements and the insurer and employer are satisfied that such injury is compensable, the employer shall pay to the injured worker the back payments within two (2) days of acceptance of liability and weekly payments of compensation will thereafter be made on normal pay days.

The employer will provide all necessary information to the insurer within twenty-four (24) hours of the injury occurring or them being notified of a possible claim for workers' compensation.

In all other respects the provisions of the *Workers' Compensation Act 1987* (as amended), will apply.

Hydro Aluminium must be immediately notified of all accidents on site. All contractors and employees must ensure all injuries are reported in both the employer's Accident Book and the Site Accident Book.

32. Fitness for Duty Policy

Under no circumstances will any employee affected by alcohol and/or affected by any other drug be permitted to work and/or operate any equipment on the Project. Supervisors will be responsible for reporting such incidents.

Hydro Aluminium's Alcohol and other Drugs Policy and procedures (as amended) will be applied to all employees working on the SURF Project.

A copy of this Policy will be provided to employees at the project induction and will be posted on notice boards throughout the site. Further additional copies can be obtained on request.

Consultation with the relevant site safety committee or company consultative committee will take place to review and monitor this policy and compliance.

33. Top Up/24 Hour Income Protection Insurance

Each employer shall provide Top Up/24 Hour Income Accident Insurance with the UPLUS or other scheme with comparable benefits, provided the rates for the comparable scheme are also comparable, to provide cover of up to \$1,200 per week with a 21 day waiting period for any claims.

34. Rehabilitation

In accordance with WorkCover Regulations and Guidelines Hydro Aluminium and contractors will implement their respective Rehabilitation Policy.

35. Amenities

- (a) Amenities as prescribed in the Consent Award and/or legislation and WorkCover codes are to be provided.
- (b) All lunch sheds shall contain reverse cycle air-conditioning.
- (c) Refrigerators shall be provided in crib sheds.
- (d) Outside/inside hand washing.
- (e) Each contractor shall ensure that amenities are provided and comply with (a), (b), (c) and (d) above.
- (f) Hot and cold water shower block(s).
- (g) Hot and cold water in toilet blocks.

36. Plant and Equipment

- (a) All mobile plant and equipment shall, prior to commencement on of work site, be certified and have a certificate of currency as complying with the *Occupational Health and Safety Act 2000* and Regulation 2001.
- (b) Every part of the structure, working gear and anchoring and fixing of every crane, joist and scaffolding winch and of all other hoisting machines, ropes and slings, whether metal or non-metal, and gear shall, as far as is reasonable practicable, be examined in position by a competent person:
 - (i) at least once in every month; or
 - (ii) at such more frequent intervals as are necessary to ensure that the hoisting machine or gear is in safe working order (*Occupational Health and Safety Act 2000* and Regulation 2001).
- (c) A competent person shall inspect all chains, ropes, slings and other gear used for hoisting or lowering or as a means of suspension:
 - (i) at least once every month; or
 - (ii) at such more frequent intervals as are necessary to ensure that the scaffolding is safe.
- (d) A report signed and dated by the competent person (as defined above) shall be lodged with SURF Project Management immediately following such inspection at intervals of not less than one (1) calendar month. Should such written reports not be submitted in accordance with this clause there shall be no cessation of work. SURF Project Management shall take all appropriate steps to ensure that the report is obtained or another inspection undertaken within two (2) working days of the expiration of the previous certificate (*Occupational Health and Safety Act 2000* and Regulation 2001).
- (e) All hire cranes required on site shall come from a recognised crane yard.
- (f) Crane drivers and dogmen will be suitably qualified.
- (g) When engaging the most appropriate plant, preference will be given to plant fitted with Ergonomic R/C Air filtered/conditioned cabs with Roll Over protection.

37. Union Membership

To the extent that the appropriate legislation permits, contractors and sub-contractors shall give favourable consideration to the employment of financial members of the appropriate Union respondent to this Consent Award.

Union membership shall not of itself in any way limit the operation of Clause 5 of the Consent Award with respect to the duties of any employee.

38. Job Delegates

- (a) An employee appointed as a job delegate shall upon notification by the union to the employer be recognised as the accredited representative of the union to which they belong and they shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees they represent and shall be allowed reasonable time during working hours to attend to job matters affecting their union.
- (b) Delegates from each union shall be allowed time off with pay for up to six (6) days in any one (1) year to attend Approved Trade Union Training Schools providing that reasonable notice is given to the respective employer of the day or days that a course will take place and adequate discussion in relation to the total numbers attending has taken place with SURF Project Management.
- (c) The contractors shall ensure that where previous arrangements have been made with individual contractors/sub-contractors for a delegate to attend an approved Trade Union Training Course that, where possible, those arrangements are upheld.

- (d) Job delegates shall be allowed access, upon request, to a telephone for union business related to the site.
- (e) Prior to dismissal or transfer, two (2) days notice shall be given to any shop delegate and their appropriate union.
- (f) Payment in lieu of notice shall not be given.
- (g) In the event of the union disputing the decision of management to transfer or terminate the services of a job delegate, they shall remain on the job during which time the Settlement of Disputes Procedure under this Consent Award shall be invoked.

39. Site Communications Meeting

(a) Delegates' Meetings

As a means of achieving better industrial relations on site, accredited job delegates shall be entitled to attend a combined site delegates prior to the scheduled Monthly Meeting of employees, without deduction of pay, for a maximum period of three (3) hours on each meeting.

The meetings shall be convened by the Peak Union Councils on behalf of affiliated unions and shall be held on dates and commence at times to be mutually agreed between SURF Project Management and the Peak Union Councils.

(b) Monthly Meeting of Employees

- (i) Subject to sub-clause (b) of this clause, one (1) hour per month shall be allowed employees between 11.00am and 12.00 noon to discuss union affairs at a time to be agreed upon between the parties. Once established, no alteration is to be made to the scheduled date and time for such meeting unless a change is requested on behalf of all unions by the Peak Union Councils.
- (ii) The granting of time to discuss union affairs is to be reviewed by SURF Project Management every three (3) months while any time lost during ordinary working hours by attendance at unauthorised meetings shall not be paid.
- (iii) The right to hold meetings as prescribed by this clause may be withdrawn at any time should any group of employees attend meetings outside the times and dates so prescribed.

(c) Joint Monthly Meeting

A monthly meeting shall be held between nominated job delegates, their union officials, site management (including the site safety supervisor) and where possible an official of both Peak Union Councils, to discuss site matters, with particular emphasis on accident prevention. This meeting shall be held immediately after (where practicable) the monthly meeting of employees.

40. Settlement of Disputes

- (a) Where an employee or the shop steward has submitted a request concerning any matter directly connected with employment to a supervisor or a more senior representative of management and that request has been refused, the employee may, if they desire, ask the job delegate to submit the matter to management and the matter shall then be submitted by the delegate to the appropriate executive of the employer concerned.
- (b) If not settled at this stage, the matter shall be formally submitted to a State Official of the union to the employer.
- (c) If not settled at this stage, the matter shall then be discussed between such representatives of the union as the union may desire and the employer, who may be accompanied by or represented by such officers, representatives of AI Group or other persons as SURF Project Management may authorise.

- (d) If the dispute is still not resolved the Peak Union Councils shall be advised to enable the Councils to assist in the resolution of the dispute.
- (e) If the parties fail to resolve the dispute in accordance with (d) above, they shall refer it to the Industrial Relations Commission of New South Wales for conciliation and mediation.
- (f) If the parties fail to resolve the dispute in accordance with (e) above, they may, by agreement request the Commission to assist in resolving the matter by arbitration.
- (g) Where the procedures from (a) to (f) are being followed or where it is agreed to proceed to arbitration, work shall continue normally. This condition shall be strictly enforced by the Peak Councils.
- (h) In the event that a dispute appears likely to remain unresolved or, that stoppages of work, bans and limitations have been placed on the performance of work and, the dispute is unlikely to be resolved by resort to the Settling of Disputes Procedure, nothing in this Clause shall restrict a union or contractor referring the matter to the Industrial Relations Commission of New South Wales for resolution.

No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.

Demarcation Dispute

- (a) Settlement within the Union Movement
 - (i) Demarcation disputes should be resolved by agreement between the unions concerned.
 - (ii) Where agreement cannot be achieved directly between the unions concerned, the unions will notify the Newcastle Trades Hall Council in Newcastle or The Labor Council of New South Wales.
 - (iii) Affiliated unions will not refer demarcation disputes to industrial tribunals unless there has been a reasonable opportunity to discuss the issued within the union movement.
 - (iv) Work shall continue while a demarcation dispute is resolved on the pre-dispute basis. Any dispute as to what constitutes the pre-dispute basis shall be referred to the Industrial Relations Commission for determination as a threshold question and the Commission may make a recommendation to the parties for resolution of the dispute.

41. Community Standards

The parties acknowledge that during the term of this Consent Award significant changes to community standards in respect of terms and conditions of employment may occur.

In the event that such a change/s does occur, other than to wages and allowances, but including, the parties to this Consent Award shall discuss this change and the implications of a possible variation to this Consent Award.

If the parties are unable to resolve any issue arising out of these discussions the issue shall be processed through the Settlement of Disputes (Clause 40).

This shall not constitute a re-opening of negotiations on the terms and conditions of this Consent Award.

The operation of this Clause is subject to no industrial action being or having been taken by employees engaged on the project in relation to the change.

42. Temporary Electrical Installation

All temporary electrical installations set up by contractors on site must conform with the following Codes of Practice under the *Occupational Health and Safety Act* 2000 and Regulation 2001:

Electrical Practices for Construction Work

Low Voltage Electrical work

43. Electrical Equipment

All flexible extension cords, portable tools and electrical plant used on voltages above 32 volts must be inspected, tested and tagged monthly by a licensed electrician in accordance with details set out in the Codes of Practice.

All extension cords, portable tools, electrical plant brought on to the site by the contractor must bear the correct monthly tag.

Contractors are required to keep a logbook of all inspections of the equipment. The Principal's representative shall be able to inspect these log books on a random basis to ensure that safety requirements are being adhered to.

Any equipment found without a valid inspection tag will be disconnected and the contractor advised to remove the equipment from the site until the equipment has been re-inspected and a new inspection tag attached. No extensions of time will be granted due to electrical equipment not having a valid inspection tag.

All temporary electrical work and installations must conform with the *Occupational Health and Safety Act* 2000 and Regulation 2001, and the *Electrical Safety Act* 1995.

All welding units shall be fitted with either a voltage reduction device (VRD) in accordance with the provisions of AS 1674 or a trigger switch that opens the welding circuit unless it is closed complying with AS 1674.

44. Entry to and Movement within Construction Site

The following procedures shall apply in relation to the entry to and movement within the construction site of visiting union officials after they have completed the Site Safety Induction or attending as an escorted visitor:

- (a) A union official, on entering the site, shall advise their name and the union they represent to the gatekeeper at the main gate.
- (b) The gatekeeper will notify a representative of SURF Project Management of a union official's arrival and that representative will arrange for the union official to proceed to SURF Project Management site office.
- (c) A union official who wishes to visit a contractor on the construction site is to notify their intention to SURF Project Management's representative prior to entering the site. The contractor's manager or his/her representative will then arrange for the official to be issued with a Visitor's Pass.
- (d) Union officials visiting the site will be permitted to park their cars in a designated visitors' car parking area adjacent to the site entrance. If necessary, and upon request, transportation to various contractors' locations will be arranged by SURF Project Management.
- (e) Before entering a work place a union official is to report to the representative of the contractor within the construction area.
- (f) A union official is required while in the construction area to observe all safety rules and established site policy, which includes, as a minimum, the wearing of hard hats, adequate foot protection and safety glasses.

- (g) Subject to job requirements, and authority being given by an authorised representative of a contractor a union official may converse with their job delegate during the course of their visit.
- (h) A union official shall not hamper or hinder other employees during their visit.
- (i) Any contractor's representative on site shall not unreasonably withhold permission for a union official to meet with the official's representative/members on the site.

45. Termination Pay

In lieu of award termination and redundancy payments otherwise payable, employers shall contribute into ACIRT, MERT or an Occupational Redundancy Fund approved by the parties, \$75.00 per week per employee, in respect of each completed week of employment at the construction site. From the first pay period commencing on or after 15 March 2005, this amount shall increase to \$80.00 per week and, from the first pay period commencing on or after 15 March 2006, this amount shall increase to \$85.00 per week.

An employee engaged on-site from time to time for less than a completed week of employment shall be paid \$2.10 per hour 'flat' for all ordinary hours worked to a maximum of thirty eight (38) ordinary hours (36 after 15 March 2006) per week, in lieu of the required contributions on behalf of employees into ACIRT, MERT or an Occupational Redundancy Fund approved by the parties. Such amounts are to be shown separately on the employee's pay advice.

46. Enterprise Agreement Not to Be Used as Precedent

The Peak Union Councils on behalf of their affiliated unions, and the AIG on behalf of contractors agree that this Consent Award was made having regard to the special circumstances existing on the SURF Project Construction Site and that the contents herein are not to be used as a precedent by either party.

47. Surf Hand-Over - Hydro Aluminium Acceptance

- (a) Items of plant, equipment or areas related to the Hydro Aluminium Smelter Upgrade and Retro-Fit Project Construction Site and/or any of its systems may be accepted by Hydro Aluminium upon completion at any time during the course of the construction project. Such items shall, subject to subclause (c) of this clause, be deemed to be pre-commissioned for the purposes of this Consent Award with the result that Hydro Aluminium employees may involve themselves with the use and operation of such equipment and facilities.
- (b) It is the responsibility of SURF Project Management to issue a statement of practical completion to Hydro Aluminium and the responsibility of Hydro Aluminium to issue a certificate of practical completion. Any item of work embraced by subclause (a) of this clause shall be clearly identified by area or by other means (such as tags). Subsequent to such identification all such areas, equipment, systems, faculties, etc., will become the responsibility of Hydro Aluminium.
- (c) It is the responsibility of Hydro Aluminium to declare industrial acceptance on any item of work as embraced in subclause (a). Hydro Aluminium reserves the right to pass back to SURF Project Management any item of work which it determines requires major design changes after acceptance. Further Hydro Aluminium reserves the right to utilise vendors for equipment that is under warranty to modify or correct any defects/deficiencies that may occur to the equipment once industrial acceptance is effected.

HYDRO ALUMINIUM KURRI KURRI SMELTER UPGRADE AND RETRO-FIT PROJECT CONSENT AWARD 2004

Employee:

Name: _____
(Block Letters)

Classification: _____

Usual Place Of Residence:

I hereby acknowledge that I have received a copy of the Consent Award.

Signature: _____

Date Of Issue: _____

Employer:

Name: _____
(Block Letters)

I acknowledge further that I have read and understand the contents thereof.

Signature: _____

Date: _____

This page is to be detached and kept by Hydro Aluminium to verify that the person named has attended and passed the Hydro Aluminium Gate Security Site Safety Induction and Consent Award Induction Program.

Our Goal is ZERO Injuries, Zero Defect

**HYDRO ALUMINIUM KURRI KURRI SMELTER UPGRADE AND RETRO FIT PROJECT
CONSENT AWARD 2004**

Employee:

Name: _____
(Block Letters)

Classification: _____

Usual Place Of Residence:

I hereby acknowledge that I have received a copy of the Consent Award.

Signature: _____

Date Of Issue: _____

Employer:

Name: _____
(Block Letters)

I acknowledge further that I have read and understand the contents thereof.

Signature: _____

Date: _____

Our Goal is ZERO Injuries, Zero Defects

The Labour Council of New South Wales
and affiliated Unions

Australian Industry Group
New South Wales Branch

Newcastle Trades Hall Council
and affiliated Unions

**WELCOME TO HYDRO KURRI KURRI SMELTER UPGRADE AND RETRO-FIT PROGRAM
CONSTRUCTION SITE**

This Project Consent Award is the result of extensive negotiations between Trade Unions affiliated with the Newcastle Trades Hall Council and The Labor Council of New South Wales and the Australian Industry Group, NSW Branch on behalf of all contractors.

The negotiations were conducted in an open and positive manner. The conditions and rates of pay contained herein have been developed with the aim of providing, for their period of operation, a clear framework under which all concerned - contractors, workers and their unions - can co-operate to ensure for a safe, productive and healthy working environment.

There are advantages to be enjoyed and gained by all parties strictly adhering to the terms of this important Project Consent Award.

Please read this Consent Award and the Site Rules together with the Hydro General Site Safety Rules, which have been issued to you separately.

All parties have conducted the negotiations in a responsible manner with commitment and goodwill. For the Project Consent Award to succeed, the same sense of responsibility, commitment and goodwill is required of all persons engaged on the site.

Compliance with the Project Consent Award will assist in ensuring the safety of yourself and your workmates and that your engagement on the site is satisfying and productive.

Our Goal is ZERO Injuries, Zero Defects

APPENDIX 1

TRAVEL AND/OR LIVING AWAY FROM HOME DECLARATION

Name of Applicant: _____

An Employee of: _____

Name of Employer: _____

make application to be classified as:

Either:

A local worker

Signature of Applicant: _____

Or:

An itinerant worker - that is, defined as an employee with no fixed address

Signature of Applicant: _____

Or:

A distant worker - that is, it is unreasonable for me to return home each night

Signature of Applicant: _____

Either:

As a distant worker, I also make application for accommodation to be provided for me free of charge

Yes	Tick
	One
No	Box

Or:

b. As a distant worker, I also make application for excess fares and travelling time

Yes	Tick
	One
No	Box

I, the applicant, have read the Project Consent Award (including Clause 29) and understand my entitlements.

Signature of Applicant: _____

Date: _____

Recommendation by Employer

APPENDIX 2

SITE RULES

The Site Rules Are For Your Protection And Safety.

Adherence Is Mandatory For All Including Surf Project Construction Project Staff, Employers And Employees Whilst On Site.

1. A breach of the following will be considered serious and may lead to an official warning, summary dismissal and/or legal action:

Reporting for work in an unfit Condition.

Possession or use of alcohol, drugs of addiction or non-prescribed drugs on the site is strictly forbidden.

Committing any act of violence, fighting or horseplay.

Unauthorised removal from the site of Hydro Aluminium, SURF Project Management, contractors' or another employee's property.

Wilful damage to Hydro Aluminium, SURF Project Management, contractors' or other employees' property.

Breach of safety rules and regulations.

Illegal gambling.

Refusal of duty.

Sleeping on the job.

Breaches of site security procedures.

Transporting personnel in vehicles in breach of RTA regulations.

Travelling in vehicles in breach of RTA regulations.

We want you to enjoy your employment on the site and to achieve job satisfaction. Your assistance in maintaining project performance and behaviour standards will help make the site a safe place to work.

2. Bag and Vehicle Inspections Leaving the Site

From time to time you may be requested to open your bag and or vehicle for routine inspection by the Security Officers at the Plant and/or Construction gate. You will be expected to allow the inspection in the interests of overall security of Hydro Aluminium, SURF Project Management, contractors and employee property.

Random bag and/or vehicle inspections apply to all Hydro Aluminium, SURF Project Management and Contractors' staff and employees and you should not feel that you have been treated differently from others.

3. Personal Property

Whilst every effort is made to keep your property safe, or Hydro Aluminium, SURF Project Management the contractors take no responsibility for personal belongings left in crib huts, amenities or other parts of the site.

4. Where to park your Car

Parking is available in the site car park. Employees' personal cars are not permitted on the site.

Please take care whilst using the car park to avoid damage to your own or other vehicles. Signs are provided to show directions and speed limits. (Low Speed / No "Wheelies")

Always lock your vehicle whilst it is parked. Hydro Aluminium, SURF Project Management and contractors will not accept liability for theft of or from or damage to your vehicle whilst it is parked in the car park.

5. Canvassing

Canvassing monies or goods for charity or other purpose is not permitted on site, in the car park, or outside the plant gates without written permission from SURF Project Management

6. Cameras

Cameras of any sort are not permitted on the plant or site without prior written permission from Hydro Aluminium or SURF Project Management.

7. Mobile Phones and Audio Devices

Audio devices are permitted to be used in crib sheds only. Mobile phones must not be used on site whilst driving or operating any type of vehicle, plant and equipment.

8. Firearms

Firearms are not permitted on site under any circumstances.

9. Animals

No animals are permitted on site.

10. Fire Fighting Equipment

Any employee found to have misused fire extinguishers or fire fighting equipment will be subject to summary dismissal.

11. Shirts and Trousers

Proper long sleeved shirts in designated areas must be worn at all times on site.

12. Plant Area

Employees are not permitted in the existing plant areas without authorisation.

Hydro Aluminium or SURF Project Management reserves the right to amend the Site Rules as deemed necessary during the duration of the Consent Award of which this document forms part.

APPENDIX 3

INTERFACE AGREEMENT

Following discussions between the Australian Industry Group and, the Labor Council of New South Wales and the Newcastle Trades Hall Council, on behalf of affiliate trade unions, it is agreed that during construction activities for the expansion of the Hydro Aluminium SURF Project, members of affiliate trade unions will not make any claims or take any action on behalf of their members employed as maintenance or production workers at Hydro Aluminium Smelter which would extend or allow construction wage rates or conditions to flow to such employees.

The parties to this Interface Agreement expect normal Smelter expansion / activity will continue uninterrupted (as will normal industrial activities between Smelter management and affiliate trade unions, namely the AMWU, AWU and CEPU), and remain separate from construction work.

APPENDIX 4

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 Principal at the Hydro Aluminium SURF Project and authorised trade union officer on request.

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

Signed: _____

Dated: _____

Name of employer: _____

Phone No.: _____

Fax No.: _____

Please send or fax this form to:

The Department of Immigration and Multicultural Affairs

Phone: (02) 92584730

Fax: (02) 92584763

APPENDIX 5

INCLEMENT WEATHER PROCEDURES

The Parties to the Consent Award acknowledge that the Construction Project is not a "greenfields" site and involves the construction of new plant facilities together with substantial upgrades to sections of existing plant.

Accordingly, all Parties need to appreciate there may, from time to time, be some difficulty implementing the Inclement Weather provisions set out under Clause 27 of the Consent Award and the inclement weather provisions set out under Clause 21 of the National Building and Construction Industry Award in their entirety.

The Parties agree that employees cannot cease work or leave the site without the permission of their employer, until the award provisions have been observed.

The Parties agree that without Precedent, the Project Construction Site is quite different to a traditional "greenfields" site in a number of areas, particularly the fact that the Smelter continues to operate during construction and in many cases, contractor access is determined by the operational requirements dictated by the plant.

It is also agreed, without Precedent, that it is extremely difficult to provide covered walkways to work locations throughout the plant and within the various site amenity areas due to molten metal transport requirements of the plant and the need to maintain open access for cranes and mobile equipment within defined amenity and construction areas.

The Parties agree that an employee (other than an employee working on a concrete pour or emergency work as set out above) shall not be required to work in the rain.

The Parties believe that in extreme circumstances "adequate protection" from rain may include the use of an umbrella or raincoat or transport provided by the employer, to enable employees to reach their amenities or dry work location.

The Parties are committed to a co-operative and flexible approach to the application of inclement weather on the Construction Project. In this regard, the Parties believe there may be occasions where work areas should be assessed by the appropriate Project Safety Committee before a return to work is effected.

The Parties further agree that all disputes concerning the application of inclement weather be processed through the Consent Award Settlement of Disputes Procedure (Clause 40) with resort to the Industrial Relations Commission of New South Wales is necessary.

What is inclement weather?

Inclement weather generally means the existence of rain, hail, snow, cold, high wind, severe dust storm and the like.

How is inclement weather determined?

The employer and employees or a group of employees generally meet within 30 minutes of a claim to determine by agreement whether the prevailing weather conditions are inclement or not.

What if the employer, or his / her representative refuses to discuss the claim within a reasonable period up to 30 minutes?

If the employer or his / her representative refuses to discuss the claim, the affected employees are entitled to cease work for the rest of the day and be paid inclement weather.

Can employees working for the same employer and not affected by inclement weather eg rain, continue working?

Yes. The inclement weather provisions will not apply to them whilst they are working in a n unaffected area. Should a portion of the Project be affected by inclement weather, can the employer transfer employees to another site location under cover or not subject to inclement weather?

Yes, the award provisions allow the employer to transfer employees to unaffected areas on this site.

What is the entitlement for Inclement Weather under the Enterprise Agreement?

Unlike say the National Building and Construction Industry Award 2000, (NBCIA) which provides a maximum of 32 hours inclement weather each four weekly cycle, the Project Consent Award provides unlimited inclement weather because all full time employees are employed on weekly hire, compared to daily hire under the NBCIA.

What about a concrete pour?

The NBCIA provides some exceptions to working in the rain where a concrete pour has already commenced. Affected employees must be provided with adequate wet weather gear to work the pour to a "practical stage". Such work is paid at double time calculated to the next hour. If an employee working on the concrete pour gets wet and a set of dry work clothes is not available, he / she is allowed to go home without loss of pay.

What about emergency work?

The "wet pour" provisions outlined above also apply in the case of emergency work where the delegate and employees concerned agree that the work is of an emergency nature and is safe to proceed.

What do we need to do when the employer and employees agree that weather conditions are inclement?

Employees and the employer should agree and note the time work ceased and resumed.

If it is raining at 7:00 am, how long do I have to stay in the crib shed before I can go home?

Employees are required to remain on site for four hours until 11:00 am.

What if it rains during the scheduled lunch break between 12:00 noon and 12:30 pm?

In this case, the employee is required to stay in the crib shed for 50% of the remaining afternoon work. i.e., if ordinary hours cease at 3:30 pm, the affected employee is entitled to go home at 2:00 pm if it is still raining.

What if it rains between 1:30 pm and the end of ordinary time at 3:30 pm?

Employees are obliged to remain on site in the crib shed for no more than one hour before being entitled to go home.

What happens if it is raining at start time or at morning tea or lunch time?

The NBCIA states that employees are not required to go to work in a dry area, or be transferred to another site unless the rain stops, there is a covered walkway, the sheds are undercover in say a building and employees can get to their work area without going through the rain or, adequate protection is provided to the employee and where necessary, his/her tools.

APPENDIX 6

PRE-PROJECT WORK

The Parties to the Hydro Aluminium Smelter Upgrade and Retro-Fit Project Enterprise Agreement 2004 have agreed that back pay will be applied in accordance with an agreement reached on 17 February 2004 as follows:

"All employees who have worked on the Project between 1 June 2003 and 15 March 2004, the operative date of the Project Consent Award, shall be entitled to back pay calculated on the basis of \$100 for each completed full week (Monday to Friday) worked on the Project. Pro-rata payments shall apply where less than a full week (Monday to Friday) has been worked, on the basis of \$20 per day".

Neither Hydro Aluminium nor contractors engaged on the SURF Project Shall recognize any claims made for back pay made after 30 June 2004.

J. N. REDMAN, Commissioner.

Printed by the authority of the Industrial Registrar.

BOOTMAKERS AND HEEL BAR OPERATIVES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3563 and 3564 of 2004)

Before The Honourable Justice Kavanagh

12 July 2004

VARIATION

1. Delete paragraph (a) of clause 5, State Wage Case Adjustments, of the award published 31 August 2001 (327 I.G. 428) and insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wage Rates

Group No.	Brief Description	Total Wage \$
1	Heel Bar Operative	500.50
2	Boot or Shoe Repairer	520.50
3	Bespoke Bootmaker	535.50
4	Surgical Bootmaker	550.50

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

Item No.	Clause No.	Brief Description	Amount \$
1	4(ii)	Repair anatomical, surgical or orthopaedic boots or shoes	7.10 per week
2	11	Minimum - Adult - Junior	3.20 2.70

4. This variation shall take effect from the first full pay period commencing on or after 12 July 2004.

T. M. KAVANAGH J.

TEXTILE INDUSTRY (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 3454 of 2004)

Before The Honourable Justice Kavanagh

30 June 2004

VARIATION

1. Delete paragraph 5.3.3 of subclause 5.5 of clause 5, Rates of Pay, of the award published 19 October 2001 (328 IG 841) and insert in lieu thereof the following:

5.3.3 Whenever the State Wage Case decision provides that award wages be increased by the application of a "plateau" formula, the "plateau" level for the purposes of this award shall be determined by reference to the base rates.

The increase shall then be calculated in accordance with paragraphs 5.3.1 and 5.3.2 hereof.

The rates of pay in this award include the adjustments payable under the State Wage Case May 2004, as set out in the said Table 1 - Rates of Pay, of Part B, Monetary Rates. This adjustment may be offset against:

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

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

Table 1 - Rates of Pay

Adult Rates of Pay - Clause 5

Classification Skill Level	Minimum Weekly Award Wage Rate* \$
Trainee	467.40
1	484.10
2	506.60
3	527.50
4	561.20
5#	602.90

* The weekly award wage rate for ordinary hours combines the base rate, supplementary payment and arbitrated safety net adjustments and State Wage Case decisions awarded since the NWC October 1993 Review of Wage fixing Principles.

Wage Band

Junior Rates of Pay - Clause 9

Years of Age	Percentage of Skill Level 2	Minimum Weekly Award Rate
--------------	-----------------------------	---------------------------

	Skill Level 2 = \$506.60	\$
16	50%	253.30
16.5	55%	278.65
17	59%	298.90
17.5	64%	324.20
18	69%	349.55
18.5	75%	379.95
19	80%	405.30
19.5	85%	430.60
20	Adult Rate	

Apprentice Rates of Pay - Clause 6

4-year term	Percentage of Skill Level 4 Skill Level 4 = \$561.20 %	Minimum Weekly Award Rate \$
1st year	52	291.80
2nd year	62	347.95
3rd year	82	460.20
4th year	92	516.30

Adult Apprentice Rates of Pay - Clause 7

4-year term	Percentage of Skill Level 4 Skill Level 4 = \$561.20 %	Minimum Weekly Award Rate \$
1st year	82	460.20
2nd year	87	488.25
3rd year	92	516.30
4th year	100	561.20

Table 2 - Other Rates and Allowances

The allowances in this table shall be payable on or from the first pay period on or after 23 July 2004.

Item No.	Clause No.	Brief Description	Amount \$
1	5.7	Leading Hand Allowance - In charge of up to 10 employees In charge of 11 to 20 employees In charge of 21 or more employees High-rise Stacker Operator	20.10 per week 29.30 per week 35.50 per week 14.60 per week
2	10.1	Blender/Blending Machine Attendant	15.30 per week
3	10.2 39.19	Hand Stripping of Cards	0.90 per complete set
4	10.3	Called upon to work in dust chamber in a Cotton Mill	7.70 extra for that week
5	10.4	Engaged in Dye House/Bleach House	6.40 per week
6	10.4	Employees also engaged in loading/unloading of Kiers or entering vaporloc machines	Further additional 3.30 per week
7	10.5	First-aid Attendant	9.50 per week
8	10.6	Instructors	14.30 per week
9	10.7	Engaged on Shoddy-shaking Machines (dirt money)	11.40 per week
10	10.8	Polisher Machine Operators engaged in cleaning of size troughs - Sewing Threads Section	7.70 per week
11	10.9	In the event where proper facilities are not provided for the	1.05 per hour

		protection of employees engaged in loading/unloading soda ash from delivery vehicles by hand	
12	10.10	Sorting unwashed rags	2.30 per week
13	10.11	Wiley hands in waste room	7.70 per week
	10.12	Clean Wool Scouring Pits in an offensive condition	Double ordinary rates
14	10.13	Picking over bales of wool, waste or rags in an offensive condition	0.92 per bale
15	10.14	Operating flax scutches, tow on breaker and finisher	6.30 per week
16	13.7	Payment of Results systems - Employee who also instructs learners 1st week 2nd week 3rd week continue instructing a learner thereafter	 4.80 per week 4.20 per week 3.70 per week 3.70 per week
17	18.2	Meal Allowance For each subsequent meal	 6.70 4.90
18	20.8	Change of shift without 2 working days' notice	15.70 extra as compensation

3. This variation shall take effect from the first pay period on or after 23 July 2004.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(576)

SERIAL C2915

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3553 and 3554 of 2004)

Before The Honourable Justice Marks

1 July 2004

VARIATION

1. Insert after subclause (iv) of clause 11, Overtime, of the award published 31 August 2001 (327 I.G. 368), the following new subclause.

(v) Subject to clause (v)(a) an employer may require an employee to work reasonable overtime at overtime rates.

(a) 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.

(b) For the purposes of clause (v)(a) 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.

2. Delete the reference "\$57.60" in subclause (c) of clause 30, Supported Wage System for Workers with Disabilities, and insert in lieu thereof the following:

"\$60.00"

3. Delete clause 35, Wages, and insert in lieu thereof the following:

35. Wages

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. 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.

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

Table 1 - Wage Rates

Classification	Former Rate Per Week \$	SWC 2004 \$	Total Wage Per Week \$
----------------	-------------------------------	-------------------	------------------------------

Weekly Employees - Cafeteria (where food or refreshments for consumption on premises are self-served by customers) -			
Head Cook	496.20	19.00	515.20
Other Cooks	489.80	19.00	508.80
Cashier	481.10	19.00	500.10
Cafeteria Attendants	479.80	19.00	498.80
General Hands	479.80	19.00	498.80
Restaurants - Where five or more cooks are usually employed -			
Chef	521.60	19.00	540.60
Second Cook	504.70	19.00	523.70
Grill, Stove or Relief Cook	498.30	19.00	517.30
Sweet Cook	496.20	19.00	515.20
Assistant or Vegetable Cook	490.90	19.00	509.90
Where four cooks are usually employed -			
Chef	509.40	19.00	528.40
Second Cook	501.70	19.00	520.70
Grill, Stove, Relief Cook, or Sweets Cook	496.50	19.00	515.50
Assistant or Vegetable Cook	490.90	19.00	509.90
Where three cooks are usually employed -			
Chef	502.10	19.00	521.10
Second Cook	493.80	19.00	512.80
Assistant Cook	489.80	19.00	508.80
Where two cooks are usually employed			
Chef	496.10	19.00	515.10
Other Cook	489.80	19.00	508.80
Where one cook is usually employed	495.50	19.00	514.50
General Employees -			
Supervisor	493.30	19.00	512.30
Storeman	481.20	19.00	500.20
Bar Attendant	481.10	19.00	500.10
Cashier	481.10	19.00	500.10
Butcher or Larder Cook	498.30	19.00	517.30
Waiter/Waitress	479.80	19.00	498.80
Line maid or Seamstress	479.80	19.00	498.80
General Hand	479.80	19.00	498.80
Apprentices - Four year apprentice cooks -			
1st Year	171.80	3.5%	177.80
2nd Year	201.00	3.5%	208.00
3rd Year	250.50	3.5%	259.30
4th Year	299.10	3.5%	309.60
Apprentices - Three and one-half apprentice cooks -			
1st Year	171.80	3.5%	177.80
2nd Year	231.10	3.5%	239.20
3rd Year	280.20	3.5%	290.00
4th Year	302.60	3.5%	313.20

5. Delete Item numbers 1 and 3 to 8 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(iii)	Meal Allowance	10.10

3	25(ii)	Laundering Allowance: Full-time employee Part-time and casual employee Maximum payment Laundering allowance for articles which do not require ironing: Full-time employee Part-time and casual employee Maximum payment	8.40 per week 2.85 per shift 8.40 per week 5.10 per week 1.70 per shift 5.10 per week
4	4(v)(c)(1)(A)	Proficiency - first occasion	1.90 per week
5	4(v)(c)(1)(B)	Proficiency - second occasion	3.05 per week
6	4(v)(c)(1)(C)	Proficiency - third occasion	3.90 per week
7	24(iii)	Qualified first aid attendant	1.32 per day
8	25(i)	Tool allowance - apprentices	0.60 per week

6. This variation shall commence from the first full pay period on or after 21 July 2004.

F. MARKS *J.*

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(656)

SERIAL C2899

TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3565 and 3566 of 2004)

Before Mr Deputy President Sams

7 July 2004

VARIATION

1. Delete subclause (a) of clause 8, Arbitrated Safety Net Adjustment, of the award published 3 August 2001 (326 I.G. 684), insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (i) of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

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

(i)

Item No	Brief Description	Total Rate Per Week \$
A	Chemist -	
	Research Chemist	578.75
	Analytical and/or Chemist	539.05
	Trainee Chemist -	
	1st year of adult experience	492.60
	2nd year of adult experience	514.55
	3rd year of adult experience	530.40
B	Manufacturers of all Catgut Products -	
	Employees engaged in the following -	
	Splitting and/or harvesting raw material	498.60
	Preparing and/or washing and/or processing raw material	498.60
	Grading	498.60
	Stripping	498.60
	Making and/or measuring and/or looping	498.60
	Employees engaged in spinning strings, responsible for final products	502.65
	Employees engaged in spinning strings, not required to use discretion as to the final product	498.60
	Employees engaged as a spinning and/or drying room attendant	498.60
	Housekeeper	484.55
C	Surgical Catgut Finishing Operations -	
	Employees engaged in the	

	following -	
	Cutting down	498.60
	Taking down	498.60
	Sanding, polishing and grinding	498.60
	Grading	498.60
	Machine gauging	498.60
	Manual Gauging	498.60
	Counting	498.60
	Tying and packing	498.60
	Housekeeping	484.55
D	Tennis and Other Non-surgical Catgut Finishing Operations -	
	Employees engaged in the following -	
	Taking down	483.90
	Sanding, polishing or grinding	483.90
	Coating and/or lacquering	483.90
	Cutting down	483.90
	Coiling	483.90
	Grading and/or inspecting finished strings	483.90
	Tying	483.90
	Gauging	483.90
	Branding and/or packaging	483.90
E	Suture Preparation -	
	Employees engaged in the following -	
	Drying and/or sterilising sutures	483.90
	Filing and/or sealing sutures	483.90
	Inspection of packaged sutures	483.90
	Ampoule making	483.90
	Winding sutures	483.90
F	Quality Control -	
	Group Leader - Quality Control Attendant	500.65
	Quality Control Attendant	489.55

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

Item No.	Clause No.	Brief Description	Amount \$
1	6(d)	In charge of 1 to 5 employees In charge of 6 to 10 employees In charge of more than 10 employees	19.40 22.70 27.20
2	13(e)(i) 13(e)(ii)	Morning or afternoon shift allowance Night shift allowance	14.36 per shift 19.33 per shift
4	16	Dusty, Dirty Work, etc	0.45
5	17	First-aid allowance	2.49

4. This variation shall take effect from the first full pay period commencing on or after 10 July 2004, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

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(912)

SERIAL C2683

STOREMEN AND PACKERS, GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5583 of 2003)

Before The Honourable Mr Deputy President Harrison

29 March 2004

REVIEWED AWARD

1. Delete clauses 4, Restructuring and Efficiency Agreements and clause 37, Leave Reserved in clause 1, Arrangement of the award published 18 August 2000 (317 I.G. 1097) and renumber remaining clauses accordingly:

1. Arrangement**PART A**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
2A.	Classifications
3.	Enterprise Arrangements
4.	Consultative Mechanisms
5.	Dispute Procedure
6.	Labour Flexibility
7.	Terms of Engagement
7A.	Part-Time Work
8.	Proportion of Juniors
9.	Junior Employees - Wages
10.	Wages
10A.	Arbitrated Safety Net Adjustments
11.	Shift Workers
12.	Payment of Wages
13.	Hours
14.	Meal Hours
15.	Morning Rest Period
16.	Overtime
17.	Crib Time
18.	Meal Allowance
19.	Special Rates
20.	Obnoxious Materials
21.	Fares and Travelling Time
22.	First-aid
23.	Mixed Functions
24.	Holidays
25.	Holiday and Sunday Rates of Pay
26.	Sick Leave
26A.	Personal/Carer's Leave
27.	Annual Leave
28.	Annual Leave Loading
29.	Long Service Leave
30.	Bereavement Leave
31.	Jury Service
32.	Repatriation Leave
33.	General Conditions
34.	Redundancy
35.	Shop Steward
36.	Exemptions
37.	Superannuation
38.	Anti-Discrimination
39.	Area, Incidence and Duration

2. Delete the words "TAFE College" in clause 2A, Classifications, and insert in lieu thereof the following:

Registered Training Organisation

3. Delete clause 3, Enterprise Arrangements, and insert in lieu thereof the following:

3. Enterprise Arrangements

See the enterprise arrangements principle of the State Wage Case Fixing Principles.

4. Delete clause 4, Restructuring and Efficiency Agreements.
5. Delete clause 8, Proportion of Youths, and insert in lieu thereof the following:

8. Proportion of Juniors

One junior may be employed to every three or fraction of three storemen and/or packers receiving not less than the adult rate.

6. Delete the words "(Clause 4)" in clause 9, Junior Employees - Wages, and insert in lieu thereof the following:
- (Clause 2A)
7. Delete subclause (ii) of clause 10, Wages, and renumber remaining subclauses accordingly.
8. Delete the words "subclause (a) (ii) of clause 25, Holidays and Sunday Work, of the Federal Metal Industry Award" in subclause (ii) of clause 24, Holidays, and insert in lieu thereof the following:
- subclause 7.5.1(b)(ii) of Clause 7, Public Holidays, of the Metal Engineering and Associated Industries Award 1998 - Part I
9. Delete the words "Commonwealth Repatriation Department" in clause 32, Repatriation Leave, and insert in lieu thereof the following:
- Department of Veteran's Affairs
10. Delete the words "provisions of the *Factories, Shops and Industries Act 1962*" in subclause (iii) of clause 33, General Conditions, and insert in lieu thereof the following:
- relevant Occupational Health & Safety Legislation and Regulations as amended from time to time.
11. Delete the words "Department of Social Security" in paragraph (g) of subclause (iv) of clause 34, Redundancy, and insert in lieu thereof the following:
- CentreLink
12. Delete clause 37, Leave Reserved.
13. The changes made to the award pursuant to the Award Review 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 28 April 1999 (310 I.G. 359) and take effect on 5 March 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

R. W. HARRISON *D.P.*

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(4175)

SERIAL C2919

**PRIVATE HOSPITALS, AGED CARE AND DISABILITY SERVICES
INDUSTRY (TRAINING) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5776 of 2003)

Before Commissioner Bishop

13 April 2004

REVIEWED AWARD

1. Renumber in the Arrangement, clause 8A, Anti-Discrimination to read as clause 9, and clause 9, Leave Reserved, to read as clause 10, and clause 10, Area, Incidence and Duration to read as clause 11, of the award published 2 June 2000 (315 I.G. 1404), as follows:

9. Anti-Discrimination
10. Leave Reserved
11. Area, Incidence and Duration

2. Delete the definitions "Approved Training" "Relevant Award" "Relevant Union" "Trainee" and Traineeship Agreement" in clause 2, Definitions, and insert in lieu thereof the following:

"Structured Training" means that training which is specified in the Training Plan which is part of the Training Contract registered with the relevant NSW Training Authority. It includes training undertaken both on and off the job in a traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in sub-clause (e) of clause 5, Training Conditions.

"Parent Award" means the Charitable Sector Aged and Disability Care Services (State) Award-2003, the Charitable Aged and Disability Care Services (State) Award, the Private Hospitals Employees (State) Award, the Private Hospital Professional Employees (State) Award, the Aged Care General Services (State) Award, the Charitable Institution (Professional Para-medical Staff) (State) Award, or any subsequent award which varies or replaces the above Awards, and/or an Enterprise Agreement of the Commission, which apply or would have applied to the trainee but for the operation of these awards.

"Relevant Union" means the Health Services Union.

"Trainee" is an individual who is a signatory to a Training Contract registered with the relevant NSW Training Authority and is involved in paid work and structured training which may be on or off the job. A Trainee can be full time, part-time or school based and whose working conditions are in accordance with the relevant parent award.

"Training Contract" means a contract entered into for the purposes of establishing a *Traineeship under the Apprenticeship and Traineeship Act 2001* (NSW).

3. Delete the definitions "Traineeship Scheme" and "Parties to a Traineeship Scheme" in clause 2, Definitions.

4. Insert the following new definitions "Training Plan" and "Relevant NSW Training Authority" in clause 2, Definitions:

"Training Plan" means a program of training which forms part of a Training Contract registered with the Relevant NSW Training Authority:

"Relevant NSW Training Authority" means the Department of Education and Training, or successor organisations.

5. Delete the words "Relevant Award" wherever appearing in the award, and insert in lieu thereof the following:

"Parent Award"

6. Delete the words "Traineeship Scheme" in subclause (c) of 3, Application, and insert in lieu thereof the following:

"Traineeship"

7. Delete subclause (a) of clause 5, Training Conditions, and insert in lieu thereof the following:
 - (a) The Trainee shall attend an approved training course or training program prescribed in the Training Contract or as notified to the trainee by the relevant NSW Training Authority in an accredited and relevant Traineeship.
8. Delete the words "Traineeship Agreement" wherever it appears in the award, and insert in lieu thereof the following:

"Training Contract"

9. Delete the words "Traineeship Scheme" in paragraph (i) of subclause (a) of clause 6, Employment Conditions, and insert in lieu thereof the following:

"Traineeship"

10. Delete paragraph (ii) of subclause (a) of clause 6, and insert in lieu thereof the following:
 - (ii) Where the Trainee completes the qualification in the Training Contract earlier than the time specified in the Training Contract then the Traineeship may be concluded by mutual agreement.
11. Delete subclause (b) Part-time Traineeships - of clause 6, and insert in lieu thereof the following:

(b) Part-Time Traineeships -

- (i) A Trainee shall be engaged as an employee on a part time basis by working less than full time ordinary hours.
- (ii) For traineeships not covered by Clause 7(a)(ii), the formula displayed in subclause (iii) for the calculation of wage rates shall apply.
- (iii) The wage rate shall be pro rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula.

$$\frac{\text{Full time Wage Rate} \times \text{Trainee hours} - \text{Average weekly training time}}{30.4}$$

Note: 30.4 in the above formula represents 38 ordinary full time hours less the average training time for full time trainees (i.e. 20%).

- (iv) "Full time wage rate" means the appropriate rate as set out in Part B, Monetary Rates.
- (v) "Trainee hours" shall be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the Traineeship.
- (vi) "Average weekly training time" is based upon the length of the Traineeship specified in the Training Contract or the Training Contract as follows:

$$\frac{7.6 \times 12}{\text{Length of the Traineeship in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full time Trainee whose ordinary hours are 38 per week.

Note 2: The parties note that the Training Contract will require a Trainee to be employed for sufficient hours to complete all requirements of the Traineeship, including the on-the-job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

- (vii) A part-time Trainee shall receive, on a pro rata basis, all employment conditions applicable to a full time Trainee. All the provisions of this Award shall apply to part-time Trainees except as specified in this clause.
- (viii) A part time Trainee may, by agreement, transfer from a part time to a full-time Traineeship position should one become available.
- (ix) The minimum engagement periods specified in the Parent Award shall also be applicable to part-time Trainees.
- (x) Minimum and maximum hours of work for part-time employees specified in the Parent Award shall apply to part-time Trainees also.

Example of the Calculation for the Wage Rate for a Part-Time Traineeship

A school student commences a Traineeship in Year 11. The ordinary hours of work in the Parent Award are 38. The Training Contract specifies two years (24 months) as the length of the Traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over 2 days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\$207 \times \frac{15 - 3.8}{30.4} = \$76.26 \text{ plus any applicable penalty rates under the Parent Award}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "Trainee hours" changes.

12. Delete subclause (d) of clause 6, and insert in lieu thereof the following:

- (d) An Employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee, and to the Relevant NSW Training Authority in accordance with the *Training Contract or the Apprenticeship and Traineeship Act 2001* (NSW).

An Employer who chooses not to continue the employment of a Trainee upon the completion of the Traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.

13. Delete paragraphs (i) to (iv) of subclause (g) of clause 6, and insert in lieu thereof the following:

(g)

- (i) The Training Contract may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure that the training program is successfully completed.
- (ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Parent Award.

- (iii) No Trainee shall work shiftwork unless the parties to this Award agree that such shiftwork makes satisfactory provision for structured training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Parent Award.
14. Delete paragraphs (i) to (iii) of subclause (a) of clause 7, Wages, and insert in lieu thereof the following:
- (i) The weekly wages payable to full time trainees shall be as follows:

Industry/Skill Level A	Table 1
Industry/Skill Level B	Table 2
Industry/Skill Level C	Table 3
School Based Trainees	Table 4
 - (ii) Table 5, Hourly Rates for Trainees Who Have Left School, and Table 6, Hourly Rates for School-Based Traineeships of Part B, Monetary Rates, are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38-hour week.
 - (iii) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship, which includes approved training as defined in this Award.
 - (iv) The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.
15. Delete subclause (d) of clause 8, Grievance and Dispute Procedures, and insert in lieu thereof the following:
- (d) An employee or employees may be represented by the Health Services Union, or other appropriate person, and the Employer, by an industrial organisation, at any stage of these procedures.
16. Insert after subclause (iii) of clause 10, Area, Incidence and Duration the following new subclauses:
- (iv) The changes made to the award pursuant to the Award Review 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 28 April 1999 (310 I.G. 359) and take effect on 13 April 2004.
 - (v) This award remains in force until varied or rescinded, the period for which it was made having already expired.
17. Delete Appendix "A" and insert in lieu thereof the following:

APPENDIX A

Any Traineeship or Traineeships for a declared calling as defined by the *Apprenticeship and Traineeship Act* 2001 (NSW).

Industry/Skill Level A

Community Services

Certificate III - Community Services-Aged Care Work
Certificate III - Community Services-Disability Work
Certificate III - Community Services-Home & Community Care
Certificate III - Community Services Work
Certificate IV - Community Services-Alcohol & Other Drugs Work
Certificate IV - Community Services-Disability Work
Certificate IV - Community Services-Service Co-ordination
Certificate IV - Community Services Work

Health

Certificate III - Aboriginal and Torres Strait Islander Health
Certificate III - Health - Aboriginal & Torres Strait Islander Health Worker
Certificate III - Health Service Assistance-Allied Health Assistance
Certificate III - Health Service Assistance-Client/Patient Services
Certificate III - Health Service Assistance-Hospital & Community Health
Pharmacy Assistance
Certificate III - Health Service Assistance-Nutrition & Dietetic Support
Certificate III - Health Service Assistance-Operating Theatre Support
Certificate III - Health Service Assistance-Pathology Assistance
Certificate III - Health Service Assistance-Sterilisation Services
Certificate III - Health Services-Dental Assisting
Certificate III - Health Support Services-Cleaning Support Services
Certificate III - Health Support Services-Client/Patient Support Services
Certificate III - Health Support Services-Laundry Support Services
Certificate III - Health Support Services-General Maintenance
Certificate III - Health Support Services-Grounds Maintenance
Certificate IV - Health Service Assistance-Hospital & Community Health
Pharmacy Technician
Certificate IV - Health Services-Basic Emergency Care
Certificate IV - Health Services-Dental Assisting-Dental Radiography
Certificate IV - Health Services-Dental Assisting-Oral Health Education
Certificate IV - Health Services-Health Support Services-Supervision
Certificate IV - Health Services-Pathology Specimen Collection

General

Certificate III - Office Administration
Certificate III - Transport and Storage (Warehousing)
Certificate III - Laboratory Operations-Laboratory Skills
Certificate IV - Information Technology
Certificate IV - Information Technology - User Support
Certificate IV - Transport and Storage (Warehousing)

Industry/Skill Level B

Community Services

Certificate II - Community Services - Support Work

Health

Certificate II - Health Services-Health Support Services-Cleaning Support Services
Certificate II - Health Services-Health Support Services-Client/Patient Support
Services
Certificate II - Health Services-Health Support Services-Food Support Services
Certificate II - Health Services-Health Support Services-General Maintenance

Certificate II - Health Services-Health Support Services-General Transport Support
Certificate II - Health Services-Health Support Services-Grounds Maintenance
Certificate II - Health Services-Health Support Services-Laundry Support Services
Certificate II - Health Services-Health Support Services-Stores
Certificate II - Health Support Services

General

Certificate II - Amenity Horticultural Operations
Certificate II - Clerical Administrative Skills
Certificate II - Customer Support
Certificate II - Hospitality Operations
Certificate II - Information Technology
Certificate II - Laboratory Operations-Laboratory Skills
Certificate II - Transport and Storage (Warehousing)
Certificate II - Office Administration

E. A. R. BISHOP, Commissioner.

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(667)

SERIAL C2794

RACECOURSES TOTALISATORS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5807 of 2003)

Before Commissioner Cambridge

23 April 2004

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Hours
2.	Rostering and Unavailability
3.	Classification Structure

4. Wages
5. Travel Allowance
6. Dress Code and Clothing Allowance
7. Sundays and Public Holidays
8. Rostered Employees not Required for Duty
9. Payment of Wages
10. Meal Breaks and Crib Breaks
11. Terms of Employment
12. Shortages
13. Superannuation
14. Consultative Committee
15. Grievance Procedure
16. Anti-Discrimination
17. Notice Board
18. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

1. Hours

- (a) The minimum engagement shall be the equivalent of the elapsed time between the advertised starting times of the first local and last local races at the venue at which the employee is working, plus half an hour.
- (b) Starting and finishing times may be staggered.
- (c) Employees who do not complete the period of minimum engagement due to illness will have their wages adjusted proportionately.
- (d) Where an employee is late in reporting for duty, the employer may deduct payment for time the employee is not in attendance.

2. Rostering and Unavailability

- (a) Rosters will be prepared by employers according to operational requirements and taking into account employees current availability.
- (b) The employer shall notify all employees of their roster requirements at least one month in advance. Subject to operational requirements, where additional staff are required for a fixture, less than one month's notice may be given; however, where such notice is of less than two weeks, attendance will be on a voluntary basis.
- (c) Starting times based on the operational requirements of the racing fixture will be provided with the roster notice. Such starting times may be in relation to a particular race.
- (d) Employees will be rostered to the level of positions available on the day. Such positions will be on or below each employee's substantive classification.
- (e) Except in emergencies, 14 days' notice of an employee's unavailability shall be given to the employer in writing, signed and dated.
- (f) Emergency absences shall be notified as early as possible and confirmed in writing within seven days and, where appropriate, supported by relevant evidence of the reason for the absence.

- (g) When unavailability occurs due to an emergency on the day of employment, notification is to be made by telephone and confirmed in writing within seven days, supported by relevant evidence of the reason for the absence.
- (h) Compulsory race meetings are those which are notified annually to employees and at which attendance is compulsory. They are subject to the following:
 - (i) They relate to specific contracts between race clubs and employers under which the employer provides a totalisator service.
 - (ii) Before a new meeting is added to the compulsory meeting calendar it shall be discussed with the Consultative Committee.
 - (iii) The first year that a new compulsory meeting occurs, the employer will provide at least two months' notice. Any prior employee applications for leave which would affect attendance on that date shall be honoured by the employer without penalty.
 - (iv) For all meetings other than those held at Sydney metropolitan racecourses, all employees for whom a meeting is compulsory will be rostered to work on that day.

3. Classification Structure

All employees shall be classified in accordance with the following:

- (a) General Competencies Applicable to all Customer Service Levels -

Professional Competence - Willing to learn and apply new concepts, consistently reliable and derives satisfaction from meeting the needs of internal and external customers.

Enthusiasm - Demonstrates high enthusiasm and perseverance for all aspects of the job and additional responsibilities.

Business Image - Consistent standard of personal presentation in line with procedures for dress code. Adheres to high social and ethical standards.

Adaptability - Resilient and adaptable. Adjusts easily to change and to meeting new situations.

Company Policy and Procedures - Is aware of the appropriate Company policy and procedures, especially as they relate to each level.

Progression - Must have demonstrated ability for all competencies as applicable to the relevant employer in the level designated before progression to next level.

Able to competently operate as:

Level 1 Customer Service Assistant before progression to Level 2.

Level 2 Customer Service Officer (2A & 2B) before progression to Level 3.

Level 3 Senior Customer Service Officer (3A & 3B) before progression to Level 4.

The availability of employment at such levels is subject to operation requirements.

- (b) Specific Competencies -

- (i) Level 1 - Customer Service Assistant -

Customer Service - Must be able to liaise with all other levels and provide basic information as required to the public.

Use of Technology - Must have a general understanding of PC keyboard functions. Demonstrates accuracy and speed on betting terminals. Able to implement the connection of terminals per course layout.

Problem Solving/Decision Making - Required to solve simple and routine problems with established work routines.

Collection, Analysis and Organisation of Information - Must be able to provide relevant information with speed and accuracy to allocated Level 3 (SCO) and customers.

Industry Knowledge - Demonstrates an understanding of all bet types and course layouts. Displays knowledge of *Totalizator Act* 1916 applicable to Level 1.

Cash Handling and Movement - Basic cash handling procedures are required. Demonstrates organisation, speed and accuracy during transactions.

Balancing - Able to follow procedures. Displays reliability to ensure accurate balancing.

Planning and Organisation of Activities - Able to carry out routine tasks where instructions are detailed and supervision is frequent.

Working With Others In Teams/Manage Staff - Able to work with others undertaking familiar or routine activities.

Communication/Interpersonal Skills - Able to communicate with other team members and customers. Listens and has the ability to take direction.

(ii) Level 2 - Customer Service Officer -

Customer Service - Demonstrates a focused attitude to customer needs. Responds quickly to customer enquiries and takes appropriate action.

Use of Technology - Able to demonstrate an in-depth understanding of keyboard functions, betting terminals and computer applications. Operates with accuracy and speed.

Problem Solving/Decision Making - Required to solve problems within the defined guidelines. Refer problems outside guidelines to Level 3.

Collection, Analysis and Organisation of Information - Occasional use of discretion with regard to presenting information. However, procedures, guidelines and routines are normally followed.

Industry Knowledge - Able to demonstrate a working knowledge of all bet types. Displays knowledge of *Totalizator Act* 1916 applicable to Level 2.

Cash Handling and Movement - High level cash handling procedures required. Able to deal with high volumes of cash.

Balancing - Follows procedures. Displays a high level of reliability to ensure complete and accurate balancing.

Planning and Organisation of Activities - Able to carry out similar tasks; however, instructions are detailed but supervision is less frequent.

Working With Others In Teams/Manage Staff - Positive approach to working with others in the workplace. Able to display cooperation with other team members.

Communication/Interpersonal Skills - Able to communicate effectively with customers and, as necessary, team members. Uses more developed communication skills and addresses customer needs.

(iii) Level 3 - Senior Customer Service Officer -

Customer Service - Demonstrates a highly focused attitude to customer needs and responds actively to these needs at all times.

Use of Technology - Able to demonstrate the ability to effectively and efficiently operate two or more terminal types simultaneously.

Problem Solving/Decision Making - Required to solve problems by translating and interpreting information. May necessitate the involvement of Level 4 or Operations Manager for an alternative course of action.

Collection, Analysis and Organisation of Information - Analysis of information is needed for day-to-day operational purposes. Must use initiative when communicating information.

Industry Knowledge - Sound knowledge of all bet types and race club promotions. Displays knowledge of *Totalizator Act* 1916 applicable to Level 3.

Cash Handling and Movement - Able to deal with high volumes of large note currency in an effective and efficient manner.

Balancing - Able to balance accurately using two or more separate accounts. Required to balance at a central point all cash, cheques, manual transactions, wages, accurately. Responsible for ensuring Level 1 and Level 2 balance.

Planning and Organisation of Activities - Able to organise activities to minimise disruptions to customers and clients. May be required to assist in the preparation of work schedules and reallocation of staff.

Working With Others In Teams/Manage Staff - Assist in and may take responsibility for the coordination of a team's work. Encourages team participation to achieve goals. May be required to lead a team.

Communication/Interpersonal Skills - Able to communicate effectively across all levels of management. Able to prepare and present written or verbal reports which are limited to a defined work area.

(iv) Level 4 Customer Service Manager -

Customer Service - Ensures other levels are conversant with expected levels of customer service. Investigate, document and reply to customer complaints referred by Level 3 (SCO).

Use of Technology - Must be able to understand the operation of all terminals used on-course in order to effectively and efficiently deal with problems.

Problem Solving/Decision Making - Problem resolution is a frequent requirement. Analytical reasoning is important and although there are some guidelines, they are not always well defined.

Collection, Analysis and Organisation of Information - Initiative and judgement are required. The collection and organisation of information will follow broad guidelines and will deal with a generally described purpose.

Industry Knowledge - Liaise with club employees. Assist with club promotions as required and ensure Level 3 staff are aware of promotions. Sound knowledge of *Totalizator Act* 1916.

Cash Handling and Movement - Manage the movement of cash for all levels under direct control. Liaise with security company regarding the movement of cash/monies.

Balancing - Assists and provides guidance where necessary to ensure balancing is achieved promptly and accurately.

Planning and Organisation of Activities - Responsible for organising and prioritising own work and that of Level 3 members to meet deadlines. May be required to develop work programs in conjunction with Operations Manager to meet business needs.

Working With Others In Team/Manage Staff - Responsible for motivation, leadership and direction of Level 3 team. Individual team members would be responsible for specified activities which contribute to shared outcomes.

Communication/Interpersonal Skills - Negotiation with customers, staff and management will be on operational day-to-day matters. Able to produce written reports and proposals to senior management and customers. Obtaining cooperation and influencing others may be necessary.

4. Wages

- (a) The minimum rates of pay per hour for work performed between Mondays and Saturdays, inclusive, shall be the rates as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (b) Employees graded as Levels 2 and 3 will be entitled to be paid the 2B or 3B rate where the position requires a higher level of skill within the competencies for that level. This is only applicable where the additional skills and competencies required do not exceed the maximum requirement of the designated level. In the event that the skills and competencies required exceed the designated level, the rate for the next level shall be paid.
- (c) A probationary employee undertaking assessment and training will not be entitled to any payment under this award until the person works at a race meeting selling to the public.
- (d) The hourly rates of pay as set out in Table 1 - Wages, of Part B, Monetary Rates, include a 20 per cent casual loading and a proportionate annual leave payment calculated in accordance with the *Annual Holidays Act* 1944. Where State Wage Case decisions prescribe an adjustment as a flat weekly dollar amount, the hourly base rates will be adjusted by one thirty-eighth of the weekly amount, plus 20 per cent, with a consequential adjustment to the annual leave payment.
- (e) The rates of pay in this award include adjustments payable under the applicable State Wage Case. These adjustments may be offset against:
 - (1) any equivalent overaward payments; and/or
 - (2) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

5. Travel Allowance

- (a) Employees shall be paid the travel allowance as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (b) This allowance is to compensate employees for the cost of fares in travelling to and from racecourses as required by the employees' roster.
- (c) Where an employee has to travel more than 150 kilometres one way to a venue, the reimbursement for such travel will be agreed between the employer and employee prior to the travel being undertaken.

6. Dress Code and Clothing Allowance

- (a) Employees shall comply with the following dress code:

White business shirt and tie for men.

White shirt with white collar for women.

Trousers or skirt to be navy blue Acceptable footwear, not including thongs, ug boots or joggers.

Jackets when worn are to be navy blue In lieu of a white shirt, operators may wear a blue chambray shirt, as nominated by the employer.

- (b) Where the employer requires a distinctive tie, scarf, vest, sash or similar item to be worn it is the employer's obligation to provide such item.
- (c) An employee not appropriately attired under this code will not be permitted to commence work.
- (d) Employees shall be paid the clothing allowance as set out in Table 1 - Wages, of Part B, Monetary Rates.

7. Sundays and Public Holidays

- (a) Employees who are required to work on the public holidays listed in subclause (b) of this clause shall receive an additional amount of 100 per cent of ordinary pay.
- (b) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with any other day which may be proclaimed as a public holiday for the State, shall be public holidays for the purpose of this award.
- (c) Employees who are required to work on a Sunday shall receive an additional amount of 75 per cent of ordinary pay for their classification.
- (d) Leave is reserved to the parties to apply in respect of the rate for Sunday work.

8. Rostered Employees Not Required for Duty

- (a) If a race meeting is cancelled or postponed three hours or more before an employee's rostered starting time, no payment is due.
- (b) If a race meeting is cancelled or postponed less than three hours before an employee's starting time but before work has started, payment will be made for two hours at the rostered level for that meeting.
- (c) If a race meeting is cancelled or postponed after an employee has commenced work, payment will be made for the minimum engagement at the rostered level for that meeting or hours worked, whichever is the greater.

9. Payment of Wages

- (a) Wages shall either be paid on the day of the fixture or weekly, and payment of wages may be made by means of payment by cash, cheque or electronic funds transfer (EFT) at the option of the employer.
- (b) Where EFT is used as the method of payment, the employee shall have the right to nominate the account into which the funds are to be paid.
- (c) The employer shall bear the costs incurred by payment of wages into an employee's account, i.e., the cost of the actual transfer of funds from the employer's account to that of the employee. The employer will not bear the costs of the further operation of that account by the employee.
- (d) Wages paid by EFT shall be available to the employee no longer than three business days after the nominated pay period.

- (e) When wages are paid, an employee shall be provided with a statement showing at least the gross payment and all deductions that have been made therefrom. If wages are paid by cash, such statement may be handed to the employee or noted on the envelope (if one is used) containing the payment. When payment is made by cheque, the statement shall accompany the cheque. When payment is made by EFT, the statement shall be given or posted to the employee by no later than the next engagement after the transfer of funds into the employee's account.
- (f) Where the option of EFT is introduced by the employer, that option shall not be exercised for a period of one month to enable employees to be advised of that introduction and to make appropriate arrangements as to accounts, etc.
- (g) Employees are to be paid for the actual time worked, with pay calculated to the next even five minutes.
- (h) Employees shall comply with employer requirements for recording attendance and starting and finishing times.

10. Meal Breaks and Crib Breaks

- (a) When the rostered work period is four hours or less, no crib break will be provided. For each two hours thereafter a paid 15-minute crib break will be provided.
- (b) Subject to operational requirements, crib breaks are to be taken at the discretion of the employer, but are not to be commenced less than 45 minutes after the start of work and must be concluded at least 30 minutes prior to an employee's finishing time, unless agreed to by the employee.

11. Terms of Employment

- (a) The basis of employment is casual, with an obligation to comply with a rostering system as set out in clause 3, Rostering and Unavailability.
- (b) All new employees will be on probation for three months or 12 race meetings, whichever is the longer.
- (c) In any case where the employer decides that it will cease to engage a person who is registered with such employer as available to carry out any one or more of the duties of a classification as set out in this award, the employer shall, within 21 days of the date on which such person was last employed in any one of the classifications referred to, notify such person that his or her name has been removed from the register of persons available for employment and provide reasons for such removal.
- (d) Subclause (c) of this clause shall not affect the right of an employer to dismiss an employee instantly for dishonesty, refusal of duty or misconduct and in such cases wages shall be payable up to the time of dismissal only.

12. Shortages

- (a) An employee shall be responsible for the repayment of any shortages only in accordance with the provisions of this clause, provided that any loss of any money which is the result of the faulty operation of any machine or electrical or mechanical system shall not be classified as a shortage.
- (b) An employee who incurs a shortage as a result of forgery or theft, not due to his or her own dishonesty, misconduct or negligence, shall not be responsible for the repayment of such shortage.
- (c) In order that this clause shall be fully effective, it shall be a condition of this award that full disclosure is made of each and every variance in cash balances.
- (d) Employees shall be notified in writing as soon as reasonably practicable of any alleged shortage and, if not notified at the meeting where the shortage occurs, within seven days of such meeting.

- (e) An employee who wishes to dispute his or her responsibility for a shortage must notify the employer in writing within seven days of receipt of written notice of the shortage from the employer.
- (f) Should any dispute arise in connection with a shortage or the operation of this clause, the Secretary or other accredited officer of the union shall have the right to discuss the matter with a representative of Tab Limited.
- (g) Should any dispute arise in connection with any deficiency of money alleged to be a shortage, or the operation of this clause, the dispute may be referred to the Industrial Registrar for the purpose of conciliation and/or arbitration by the Industrial Relations Commission of New South Wales.
- (h) Where the employee is notified of the shortage within the period prescribed by subclause (d) of this clause, the employer may, on each engagement until the whole shortage is satisfied, deduct an amount on account thereof from the wages due to the employee, provided that the amount to be deducted shall not exceed the percentages of the employee's wages as set out in subclause (i) of this clause; provided, further, that in the case of dishonesty or in the case of termination of services, the full amount of the wages due may be retained by the employer.
- (i) The maximum amounts that may be deducted are:

Shortages up to a total of \$1000.00 - 15% of wages.

Shortages totalling more than \$1000.00 - 25% of wages.

13. Superannuation

- (a) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and section 124 of the *Industrial Relations Act 1996* (NSW). The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) If, during the currency of this award, employee entitlements under the said legislation are altered to the detriment of any employee, leave is reserved to the union to seek a variation of this clause.

14. Consultative Committee

- (a) Joint Consultative Committees will be established by each employer, comprising three management representatives and three representatives elected by all the employees.
- (b) Such committees will meet at regular intervals to discuss operational and related matters. The committees will not deal with grievances, industrial relations issues, or Occupational Health and Safety matters.
- (c) Each of the employee representatives shall receive a minimum payment of two hours at their respective classification level for attendance at each meeting of the committee.

15. Grievance Procedure

- (i) Procedures relating to grievances raised by individual employees:
 - (a) The employee is required to notify (in writing or otherwise) the supervisor as to the substance of their grievance, request a meeting with a representative of Tab Limited for bilateral discussions and state the remedy sought.
 - (b) This procedure will allow for review/determination to be elevated to whatever level is necessary within the organisation for resolution.

- (c) As such complaints or grievances are best resolved within the immediate area of employment, any employee with a grievance concerning employment should initially raise their complaint/grievance with their immediate supervisor.
- (d) Reasonable time limits must be allowed for discussion at each level of authority.
- (ii) Procedure relating to disputes between an employer and employees - In the event of a question, dispute or difficulty arising:
 - (a) The employees are required to notify (in writing or otherwise) the supervisor as to the substance of their grievance, request a meeting with a representative of Tab Limited for bilateral discussions and state the remedy sought.
 - (b) This procedure will allow for review/determination to be elevated to whatever level is necessary within the organisation for resolution.
 - (c) Should the dispute remain unresolved, the matter may be referred to an official of the Union, who shall discuss it with a representative of Tab Limited. If necessary, the State Secretary of the Union and the relevant employer association or consultant may also be involved in discussions at this stage.
 - (d) In the event of no agreement being reached at this stage, the dispute may be referred to the Industrial Relations Commission of New South Wales.
 - (e) Reasonable time limits will be allowed for discussion at each level of authority, but undue delay should be avoided.
 - (f) While the procedure is being followed, normal work will continue. "Normal work" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

16. Anti-Discrimination

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

- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

17. Notice Board

The employer shall provide a notice board of reasonable dimensions in a prominent position in the main totalisator houses in each enclosure of the courses, upon which accredited union representatives shall be permitted to post formal union notices, signed by the representative posting them.

18. Area, Incidence and Duration

The award published 11 February 2000 (313 I.G. 385) rescinds and replaces the Racecourse Totalisators (State) Award published 20 November 1998 (307 I.G. 240) and all variations thereof and the Racecourse Totalisators (State) (Wages) Award published 20 November 1998 (307 I.G. 249) and all variations thereof.

This award shall apply to the classes of employees employed at any horse, trotting and greyhound courses within the State, excluding the county of Yancowinna, in respect of fixtures where either the TAB is operating or Inter-City link wagering is available.

The changes made to the award pursuant to the Award Review under 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 New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 April 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

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

	Cur. Base Rate	SWC 2002 Inc. (\$18 ÷ 38 + 20%) \$	New Base Rate \$	Cur. Tra. \$	SWC 2002 Inc. (Nil) \$	New Tra. \$	Cur. Clot. \$	SWC 2002 Inc. 2.057% March 01- March 02 \$	New Clot. \$	Cur. Ann. Leave 1/12 of base rate \$	SWC 2002 Increase 1/12 of base rate \$	New Ann. Leave (1/12 of base rate \$	Curr. All up Hourly Rate \$	Total Increase Under SWC 2002 \$	Total New Hourly Rate \$
Level 1	14.29	.57	14.86	1.02	-	1.02	.58	0.01	0.59	1.19	0.04	1.23	17.08	0.62	17.70
Level 2A	16.01	.57	16.58	1.02	-	1.02	.58	0.01	0.59	1.34	0.04	1.38	18.95	0.62	19.57
Level 2B	16.45	.57	17.02	1.02	-	1.02	.58	0.01	0.59	1.37	0.04	1.41	19.42	0.62	20.04
Level 3A	17.33	.57	17.90	1.02	-	1.02	.58	0.01	0.59	1.45	0.04	1.49	20.38	0.62	21.00
Level 3B	17.91	.57	18.48	1.02	-	1.02	.58	0.01	0.59	1.50	0.04	1.54	21.01	0.62	21.63
Level 4	19.25	.57	19.82	1.02	-	1.02	.58	0.01	0.59	1.61	0.04	1.65	22.46	0.62	23.08

Industries and Callings

All persons engaged within the Classification Structure contained in Clause 3 of this Award, including but not limited to all persons engaged in or in connection with the operation of automatic totalisators within the State, excepting electricians, engineers, watchmen, caretakers and cleaners.

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

WAREHOUSE EMPLOYEES' - GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 2084 and 2085 of 2004)

Before The Honourable Justice Schmidt

15 April 2004

VARIATION

1. Delete the figure "\$57.60" from subclause (c) and paragraph (iii) of subclause (i) of clause 5, Supported Wage, of the award published 23 November 2001 (329 I.G. 860) and insert in lieu thereof the following:

\$60.00

2. Insert after subclause (iii) of clause 9, Overtime, the following new subclause:
 - (iv) Subject to paragraph (a) of this subclause, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (a) 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.
 - (b) For the purposes of paragraph (a) of this subclause, 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 Item Numbers 3, 5, 6 and 7 from Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	10	Meal Allowance	10.10
5	26(i)	Laundry Allowance - Ironing required	8.40
6	26(i)	Laundry Allowance - Ironing not required	5.10
7	27	Use of employee vehicle	0.51 per km

4. This variation will take effect on and from the first full pay period commencing on or after 15 April 2004.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

(707)

SERIAL C2742

VAN SALES EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 2086 and 2087 of 2004)

Before The Honourable Justice Schmidt

15 April 2004

VARIATION

1. Delete subclause (c) of clause 6, Supported Wage, of the award published 7 September 2001 (327 I.G. 529) and insert in lieu thereof the following:

- (c) Supported Wage Rates - Employees to whom this clause applies shall be paid the appropriate percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing, according to the following schedule:

Assessed Capacity (subclause (d))	Percentage of Prescribed Award Rate
10*	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

(Provided that the minimum amount payable shall not be less than \$60.00 per week.)

* Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

2. Delete paragraph (iii) of subclause (i) of clause 6, Supported Wage, and insert in lieu thereof the following:
 - (iii) The minimum amount payable to the employee during the trial period shall be no less than \$60.00 per week.
3. Delete clause 11, Overtime, and insert in lieu thereof the following:

11. Overtime

- (1) All time worked -
 - (a) In excess of 38 hours per week;
 - (b) Before the commencing time on any day;
 - (c) After the prescribed ceasing time on any day;
 - (d) All time worked on a Saturday shall not be ordinary hours but classified as overtime and paid as such;

shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (2) Subject to paragraph (a) of this subclause, an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for in this award.

- (a) 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.
 - (b) For the purposes of paragraph (a) of this subclause, 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.
4. Delete Item Numbers 2, 3, 4 & 5 from Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, and insert in lieu thereof.

Item No.	Clause No.	Brief Description	Amount \$
2	18(i)	Meal Allowance	10.10
3	44(i)	Laundry Allowance - non nylon articles	8.40
4	44(i)	Laundry Allowance - nylon articles	5.10
5	18(ii)	Meal Allowance for working Trade Fairs, etc. on Sundays and Public Holidays	10.10

5. This variation shall take effect from the first full pay period commencing on or after 15 April 2004.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

(663)

SERIAL C2869

TIME PAYMENT COLLECTORS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*

(No. IRC 1872 of 2004)

Before The Honourable Mr Deputy President Harrison

23 June 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Time Payment Collectors (State) Award published 19 October 2001 (328 I.G. 1064) as varied, be rescinded on and from 23 June 2004.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1356)

SERIAL C2938

**ULAN COAL MINES LIMITED CONSTRUCTION CONSENT
CONSOLIDATED AWARD 1997**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1648 of 2004)

Before Mr Deputy President Sams

14 July 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Ulan Coal Mines Limited Construction Consent Consolidated Award 1997, published 19 April 2002 (332 I.G. 1147) as varied, be rescinded on and from 14 July 2004.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1449)

SERIAL C2934

IMGA EVENT CASUALS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1623 of 2004)

Before Mr Deputy President Sams

14 July 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the IMCA Event Casuals (State) Award, published 28 September 2001 (328 I.G. 210) as varied, be rescinded on and from 14 July 2004.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(052)

SERIAL C2877

CROWN EMPLOYEES (STUDENT POLICE OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1870 of 2004)

Before The Honourable Mr Deputy President Harrison

23 June 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Student Police Officers) Award, published 19 January 1990 (254 I.G. 265) as varied, be rescinded on and from 23 June 2004.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C3058

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

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

EA04/241 - Downer RML Pty Ltd Sydney ORICA Enterprise Agreement 2004 - 2006
Made Between: Downer RML Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.
New/Variation: Replaces EA 02/121

Approval and Commencement Date: Approved 16 July 2004 and commenced 20 May 2004.

Description of Employees: The agreement applies to all employees of Downer RML Pty Ltd - Sydney Division, 480 Victoria Road, Gladesville NSW 2500, who fall within the coverage of Electrical, Electronic and Communications Contracting Industry (State) Award and who are engaged at the Orica Site Port Botany.

Nominal Term: 19 months.

EA04/242 - SSE Installations Construction Enterprise Agreement 2002-2005

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

New/Variation: New.

Approval and Commencement Date: Approved 2 July 2004 and commenced 1 May 2004.

Description of Employees: The agreement applies to all employees of SSE Installations, 24 Greygum Terrace Centenary Park, Old Toongabbie, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award and who are engaged upon construction work within the County of Cumberland.

Nominal Term: 18 months.

EA04/243 - Linfox Australia Pty Ltd Colgate-Palmolive Contract Enterprise Agreement 2004

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

New/Variation: New.

Approval and Commencement Date: Approved 6 July 2004 and commenced 25 May 2004

Description of Employees: The agreement applies to all employees of Linfox Pty Ltd who are engaged in or connected with providing warehousing services directly on the Linfox/Colgate-Palmolive contract at 93 Williamson Road, Ingleburn NSW 2565 and who fall within the coverage of the Storeman and Packers, General (State) Award.

Nominal Term: 24 months.

EA04/244 - Sutherland Shire Certification Services' Building Surveyors Employees Enterprise Agreement

Made Between: Sutherland Shire Council -&- The Development and Environmental Professionals' Association.

New/Variation: Replaces EA 02/38

Approval and Commencement Date: Approved and commenced 11 August 2004.

Description of Employees: The agreement applies to Building Surveyors who are employed in the Sutherland Shire Certification Services Business Unit of Sutherland Shire Council, Locked Bag 17, Sutherland NSW 1499, and who fall within the coverage of Local Government (State) Award .

Nominal Term: 36 months.

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