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(1732)

SERIAL C4002**HUNTER VALLEY TRAINING COMPANY (SCAFFOLDING
TRAINEES) TRAINING (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Hunter Valley Training Company Pty Ltd.

(No. IRC 3840 of 2005)

Commissioner Connor

15 August 2005

AWARD**Arrangement**

PART A

Clause No. Subject Matter

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4. Coverage of Award
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PART B

Table 1

PART A

1. Title

This Award shall be referred to as the Hunter Valley Training Company (Scaffolding Trainees) Training (State) Award.

2. Definitions

"Union" means The Australian Workers Union, New South Wales.

"Employer" means The Hunter Valley Training Company Pty Ltd.

"Trainee" means a person who is a signatory to a contract of training registered with the relevant New South Wales Training Authority. The Trainee is involved in paid work and structured training, which may be on and/or off the job.

An "Adult Trainee" means a person who is over the age of 21 years of age at the time of entering into a contract of training with Hunter Valley Training Company as a Scaffolding Trainee covered by this award.

3. Anti-Discrimination

- 3.1. It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 3.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3. Under the *Anti - Discrimination Act 1977*, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 3.4. 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.
- 3.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) 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."

4. Coverage of Award

This award shall apply in the State of New South Wales to Scaffolding Trainees undergoing a General Construction - Scaffolding Certificate III training course, delivered by a registered training organisation and who are employed by Hunter Valley Training Company, engaged on On-Site construction work (as defined in Clause 4 of the National Metal and Engineering On-Site Construction Industry Award 1989) in the Metal and Engineering Construction Industry.

5. Union Contributions

- 5.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (a) the employee has authorized the employer to make such deductions in accordance with subclause (5.2) herein;
 - (b) The Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount.
 - (c) Deduction of union membership fees shall only occur in each pay period which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise)
- 5.2 The employee's authorization shall be in writing and shall authorize the deduction of an amount of Union fees (including an variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorization to the Union, the Union shall not pass the written authorization on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorization.
- 5.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five percent of the monies deducted.
- 5.4 Where an employee has already authorized the deduction of Union membership fees in writing 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 commence or continue.
- 5.5 The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly amounts. The Union shall give the employer a minimum of two months' notice of any such change.
- 5.6 An employee may at any time revoke in writing an authorization to the employer to make payroll deductions of Union membership fees.
- 5.7 Where an employee who is a member of the Union and who has authorized the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorization to the employer in order to cease payroll deductions of union membership fees.

5.8 This clause shall take effect from the first full pay period to commence after 15 August 2005.

6. Training Conditions

- 6.1 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 New South Wales Training Authority in an accredited and relevant traineeship.
- 6.2 A Traineeship shall not commence until the relevant training contract, has been signed by the employer and the trainee and lodged for registration with the Relevant New South Wales Training Authority.
- 6.3 The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Training Contract and shall ensure that the Trainee receives the appropriate on-the-job training.
- 6.4 The employer shall provide a level of supervision in accordance with the Training Contract during the traineeship period.
- 6.5 The employer agrees that the overall training program will be monitored by officers of the relevant New South Wales training authority and that training records or work books may be utilised as part of this monitoring process.

7. Disputes Procedure

- 7.1 To ensure the orderly conduct of, and speedy resolution of disagreements, disputes or Occupational Health and Safety concerns, the following Resolution Procedure shall apply.
- 7.2 The object of the procedure is to promote the resolution of issues and disagreements through consultation, co-operation and discussion between employees and the company.

This procedure is based upon the recognition and development of the relationship between the Company and its employees.

7.3 Procedure Principles

The procedure is designed to resolve any disagreement, dispute or occupational health and safety concerns in a fair manner and is based upon the following principles:

- (a) Commitment by the parties to observe procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or concern which may give rise to a disagreement or dispute.
- (b) Throughout all stages of this procedure, all relevant facts shall be clearly identified and recorded where necessary.
- (c) Realistic time limits shall allow for the completion of the various stages of the discussions.
- (d) Emphasis shall be placed on an in-house settlement of issues sought through consultation. However, if in-house consultation and negotiation is exhausted without resolution of the disagreement or dispute, the parties shall jointly or individually refer the matter to the Industrial Relations Commission for assistance in resolving the dispute.

7.4 Resolution Procedure

(a) Stage One

The employee and/or employees nominated representative with the issue or concern will discuss the matter with the employee's immediate supervisor.

The supervisor will set aside time to hear the issue of concern in a private discussion with the employee, the employee's representative and/or a third party observer, and after consideration (3 working days maximum) provide a comprehensive answer to the employee. The issue or concern and the answer provided by the supervisor shall be recorded.

(b) Stage Two

In the event of the employee not being satisfied with the answer provided, he/she will advise their supervisor who will arrange a meeting with the Manager (same procedure as Stage One paragraph two). All relevant facts shall be clearly recorded.

(c) Stage Three

In the even that the matter is still not being resolved it will be referred to the Company Directors or their representative who will convene a meeting with all the people previously involved in the matter to reconsider the issue or concern and the answers given thus far. All relevant facts shall be clearly recorded.

The same procedure as set out in Stage one and Stage two will be adopted with all relevant facts being clearly recorded.

(d) Stage Four

If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission for assistance in resolving the dispute. At any meeting convened by the commission, the parties will use their best endeavours to resolve the matter by conciliation.

8. Termination of Employment

8.1 Except for misconduct which justifies summary dismissal, the service of an employee shall be terminated only by the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

8.2 No employee shall, without the consent of the employer, resign from his/her employment without having given the required notice from the above table. Should an employee resign without giving such notice, they will forfeit salary to a maximum amount equal to the ordinary time rate for the period of notice.

8.3 Termination of employment will also be in accordance with the *Apprenticeship and Traineeship Act 2001*.

9. Rates of Pay

The rates of pay are provided in Table 1 of Part B.

10. Payment of Wages

10.1 Wages shall be paid weekly by electronic funds transfer into an account of a financial institution nominated by the employee on commencement of employment.

- 10.2 On termination, an employee shall be paid all monies due. Such monies shall be paid during the employee's working hours on the day of termination, or posted by pre-paid registered post to the employee on the next working day; provided that an employee may elect to return to collect any monies outstanding to the employee on the next working day.

11. Provision of Tools

On commencement of employment the employer will procure for each Trainee the tools necessary to enable the Trainee to perform the full duties of a scaffolder. Such tools will become the property of the employee. The employer will provide an interest free loan to enable the Trainee to pay for the purchase of the required tools. The employee will repay this loan by regular weekly deductions being made from the employees pay, of an amount agreed upon between the employee and the employer.

On termination of employment any amount outstanding on the loan will be deducted from the Trainee's termination payments.

12. First Aid Allowance

An employee who is a qualified first aid person and is appointed by the employer to carry out first aid in addition to their normal duties shall be paid an additional rate of \$10.35 per week.

13. Fares and Travelling Allowances

- 13.1 The following fares and travelling time allowances shall be paid to an employee working within the prescribed radii of the central post office of the nearest regional/provincial centre, or other than 13.3.3 below, accommodation arranged by the employer.

Trainee in 1st year of traineeship:	\$5.75 per day
Trainee in 2nd year of traineeship:	\$7.60 per day

- 13.2 The allowance shall only be payable if the employee is starting and finishing work on the construction site at the usual starting and finishing times.

- 13.3 Provided that payment shall not be made:

13.3.1 For any day which the employee is absent from work for any reason;

13.3.2 For any day the employer provides or offers to provide transport from where the employee is living to the construction site and return (including transport from accommodation provided by the employer in accordance with clause 21 - Living away from home - distant construction sites, when such accommodation is not situated at the job site);

13.3.3 Where an employer provides or offers to provide accommodation which is located at the construction site.

13.3.4 For any day employees are required to commence or cease work at the employer's workshop, yard or depot other than on a construction site.

- 13.4 Where an employee travels each day to a construction site outside the prescribed radial area referred to in 13.1 the employee shall be paid at the ordinary "on-site" rate calculated to the next quarter of an hour, with a minimum payment as for on half hour for each return journey for any time outside ordinary working hours reasonably spent in travelling each day from the designated kilometre radius in addition to the allowance prescribed in 13.1 plus any expenses necessarily and reasonable incurred in so travelling outside such radius. Provided that where the employee uses their own vehicle such expenses shall be reimbursed at the rate of 40 cents per kilometre travelled outside such radius (except in the circumstances provided for in 13.5).

- 13.5 Employees transferred from one job site to another during ordinary working hours shall be paid for time occupied in travelling, and unless transported by the employer, shall be reimbursed the reasonable cost of fares by the most convenient public transport between such job sites. Provided that where the

employer requests an employee to use their own vehicle to effect such as transfer, and the employee agrees to do so, the employee shall be paid an allowance of 75 cents per km.

14. Accommodation

Where the employer requires the trainee to live away from his normal residence for the purpose of carrying out his duties the employer will provide accommodation to a standard applicable to other employees engaged on On-site construction work.

15. Special Rates

The following special rates shall be paid to employees in addition to wages as required.

15.1 Special Rates not cumulative

Where more than one of the following disabilities exist on the same job, the employer shall be bound to pay only one rate, namely this highest rate so prevailing, other than cold places, confined spaces, dirty work, height money, hot places, or wet places for which the rates are cumulative.

15.2 These rates shall not be subject to any premium or any penalty additions

15.3 Cold Work

An employee who works in a place where the temperature is lowered by artificial means to less than 0°c shall be paid 48 cents per hour.

15.4 Confined Spaces

Where an employee is required to work in a confined space where the dimensions necessitate working in a cramped position or without sufficient ventilation to be paid 59 cents per hour.

15.5 Dirty Work

An employee engaged on usually dirty work shall be paid 48 cents per hour.

15.6 Hot Work

An employee who works in a place where the temperature is raised by artificial means between 46° and 54°c to be paid 48 cents, exceeding 54° per hour or part thereof.

15.7 Height Money

Employees engaged in the construction of buildings at a height of 15 meters or more directly above the nearest horizontal plane to be paid 48 cents per hour.

15.8 Wet Places

An employee working in any place where their clothing or boots become saturated shall be paid 48 cents per hour. Provided that this rate shall not be payable to an employee who is provided with suitable and effective protective clothing and footwear.

15.9 Explosive Powered Tools

Employees required to use explosive powered tools shall be paid \$1.13 per day.

16. Superannuation

The employer will continue to make contributions on behalf of its employees in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), to a complying superannuation fund chosen by the employee. In the event that the employee does not nominate a complying superannuation fund into which contributions are to be paid on his behalf, such contributions will be paid into CBUS Superannuation.

17. Hours of Work

17.1 The ordinary hours of work for day workers shall be 38 hours per week or an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding seven consecutive days; or
- (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (c) 114 hours within a work cycle not exceeding twenty one consecutive days; or
- (d) 152 hours within a work cycle not exceeding twenty eight consecutive days.

17.2 Provided that a work cycle may differ from those prescribed by this subclause as to all or a section of employees by mutual agreement between an employer and the Union.

17.3 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week Monday to Friday inclusive.

17.4 Maximum Daily Hours

The daily ordinary hours of work prescribed by this clause shall not exceed 8 hours on any day. Provided that the daily ordinary hours of work prescribed by this subclause may be altered as to all or a section of employees by mutual agreement between an employer and the Union.

17.5 Spread of Hours

- (a) The ordinary hours of work shall be between 6.00am and 6.00pm at the discretion of the employer and, except for meal breaks, shall be worked continuously.
- (b) Provided that the usual starting time and usual finishing time within the spread of hours shall not be varied except by agreement of the employer and the majority of the employees.
- (c) Provided that the spread of hours may be altered as to all or a section of the employees by agreement of the employer and the majority of the employees.

17.6 Implementation of 38-Hour Week

- (a) The ordinary hours of work may be arranged in accordance with one of the following systems:
 - (i) Fixed Weekly Hours System: By employees working 38 hours per week; and less than 8 ordinary hours each day; or
less than 8 ordinary hours on one or more days in each week.
 - (ii) Average Weekly Hours System: By employees working an average of 38 hours per week over a work cycle and;
by fixing one weekday on which all employees will be off during a particular work cycle;
or

by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.

17.7 "Rostered Day Off" for the purpose of this award is the week day, not being a holiday, that an employee has off duty when working in accordance with an average hours system.

17.8 Notice of Rostered Day Off

Except as provided in subclause 16.10, in cases where, by virtue of the arrangement of his/her ordinary working hours, an employee, in accordance with subclause 16.6(ii) is entitled to a day off during his/her work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday he/she is to take off.

17.9 RDO Not to Coincide with Public Holiday

Where an employee's ordinary hours are arranged in accordance with subclause 16.6(ii), the weekday or part of the weekday taken off shall not coincide with a public holiday as prescribed in clause 18, Holidays and Sunday Work. Provided that where a public holiday is prescribed after an employee has been given notice of a weekday off, subclause 16.10 shall apply.

17.10 Substitution of RDO

- (a) An employer may substitute the day an employee is to take off, in accordance with subclause 16.6(ii) for another day and require the employee to work on that day off if 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 a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project.
- (b) Provided that if a substitute day off is not granted, then he/she shall be paid, for the day at overtime rates.
- (c) Where there is an agreement between an individual employee and his/her employer, the employee may substitute the day he/she is to take off for another day.
- (d) Any substitute day off, referred to in 16.10(a) or (b) of this subclause, must be taken either in the current work cycle or in the next succeeding work cycle.
- (e) Where any employee, in accordance with subclause 16.6(a)(ii) is entitled to a day off during his work cycle and that day off falls on a public holiday, as prescribed in clause 18, Holiday and Sunday Work, the next working day shall be substituted as the day off unless an alternate day in that work cycle or the next succeeding work cycle is adopted by agreement between the employer and the employee.
- (f) In this subclause reference to a day or working day shall also be taken as reference to a part day or part working day as the case may be and is appropriate.

18. Overtime

18.1 Payment for Working Overtime

- (a) For all work done outside ordinary hours, including work on a RDO, except where such RDO is substituted for another day, the rates of pay shall be time and a half for the first 2 hours and double time thereafter; such double time to continue until the completion of the overtime work.
- (b) Except as provided in 17.2, Rest Period after Overtime, of this clause, in computing overtime each day's work shall stand alone.

18.2 Rest Period after Overtime

- (a) Where overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have a rest period of at least 10 consecutive hours off duty between the work of successive days:
- (b) Provided that, in the case of shift workers, the rest period shall be 8 consecutive hours off duty when the overtime is worked:

For the purpose of changing shift rosters; or

Where the shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

Where a shift is worked by arrangement between the employees themselves.

- (c) An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day, that he/she has not had at least the rest period off duty between those times shall, subject to 17.2, be released after completion of such overtime until he/she has had the rest period off duty without loss of pay for ordinary working time occurring during such absence.
- (d) If on the instructions of his/her employer such an employee resumes or continues work without having had such rest period off duty, he/she shall be paid at double rates until he/she is released from duty for such rest period and he/she shall then be entitled to be absent until he/she has had the rest period off duty without loss of pay for ordinary time occurring during such absence.

18.3 Recall to Work

- (a) An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours' work or where the employee has been paid for standing by in accordance with 17.5, Standing By, of this clause, shall be paid for a minimum of 3 hours' work at the appropriate rate for each time he/she is so recalled.
- (b) Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 or 3 hours as the case may be if the job he/she was recalled to perform is completed within a shorter period.
- (c) Shall not apply in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her 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) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of 17.2, Rest Period After Overtime, of this clause when the actual time worked is less than 3 hours on such recall or on each of such recalls.

18.4 Saturday Work

- (a) An employee required to work after midday on a Saturday shall be paid double time rate for such work.
- (b) A day worker required to work overtime on a Saturday shall be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on Friday.

- (c) Where an employee works overtime which ceases at or after 4.00am on a Saturday and such overtime is continuous with ordinary work on Friday, then such employee shall be paid for an additional 8 hours at ordinary time rate. This provision shall not apply to shift workers.
- 18.5 Standing By: Subject to any custom now prevailing under which an employee is required regularly to hold himself/herself in readiness for a call back, an employee required to hold himself/herself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates for the time from which he/she is so told to hold himself/herself in readiness.
- 18.6 Crib Time
- (a) An employee working overtime shall be allowed a crib time of 20 minutes at the appropriate rate without deduction of pay after each 4 hours of overtime worked, if the employee continues work after such crib time.
- (b) Provided that where a day worker on a five day week is required to work overtime on a Saturday, the first prescribed crib time shall, if occurring between 10.00am and 1.00pm, be paid at ordinary rates.
- (c) Unless the period of overtime is less than 1½ hours, an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- 18.7 Requirement to Work Reasonable Overtime: It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the Industry.
- 18.8 Meal Allowance
- (a) An employee required to work overtime for more than one and a half hours, shall either be supplied with a meal by the employer or paid an amount of \$10.20, for the first meal and for each subsequent meal.
- (b) An employee shall be entitled to be paid \$10.20 for each meal after the completion of each four hours from the commencement of overtime.
- 18.9 Transport of Employees: When an employee, after having worked overtime, or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him/her with a conveyance to his/her home or pay him/her his/her current wage rate for the time reasonably occupied in reaching his home.
- 18.10 Meal Breaks
- (a) Maximum Period without Meal Break: An employee shall not be compelled to work for more than 5 hours without a break for a meal.

19. Holiday and Sunday Work

Holidays

19.1 Prescribed Holidays

- (a) An employee on weekly hiring shall be entitled, without loss of pay, to public holidays as follows: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Six Hour Day (or Labour Day), Christmas Day, Boxing Day or such other day as is generally observed in the locality as a substitute for any of the said days respectively, and/or proclaimed or gazetted holiday throughout the State.

19.2 Payment for Work on a Holiday

- (a) An employee not engaged on continuous work shall be paid at the rate of double time and a half for work on a public holiday, such double time and a half to continue until he/she is relieved from duty.
- (b) An employee required to work on a holiday shall be paid for a minimum of 4 hours' work at double time and a half.

19.3 Absence Before or After a Holiday: An employee shall not be entitled to payment for a holiday if he/she is absent from work:

Without reasonable excuse; or

Without the consent of his/her employer; on the ordinary working day before or the ordinary working day after a holiday.

19.4 Sundays - Payment for Work on Sundays:

- (a) An employee who works on a Sunday, shall be paid at the rate of double time for such work, such double time to continue until he/she is relieved from duty.
- (b) An employee required to work on a Sunday shall be paid for a minimum of 4 hour's work at double time.

19.5 General

The following shall have application to all other sections of this clause:

- (a) **Rest Period After Holiday or Sunday Work:** An employee, not engaged on continuous work, who works on a holiday or a Sunday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty be entitled to be absent until he/she has had 10 consecutive hours off duty without deduction of pay for ordinary time occurring during such absence.
- (b) **Meal Allowance - Holidays and Sundays:**

An employee not engaged on continuous work, required to work for more than 4 hours on a holiday or a Sunday without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the employer or paid an amount of \$10.20 for the meal taken during his/her first crib break and during each subsequent crib break. Provided that such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.
- (c) An employee who, pursuant to notice, has provided a meal or meals and is not required to work on a holiday or Sunday or is required to work for a lesser period of time than advised, shall be paid the rates prescribed in 18.5 (b) of this clause for meals which he/she has provided but which are surplus.

19.6 Holidays to be paid on Termination of Employment:

- (a) An employer who terminates the employment of an employee engaged on weekly employment on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures, shall pay the employee his/her ordinary wages for each holiday in a group as prescribed in 18.8 (b), which falls within 10 consecutive days on and from the date that notice of termination is given.

- (b) For the purpose of this award, the following shall be the holidays in a group:
 - (i) Christmas Day, Boxing Day, New Year's Day and additional holidays gazetted in connection with those days.
 - (ii) Good Friday, Easter Saturday (where it is applicable as a holiday for the employee), Easter Monday and additional holidays gazetted in connection with those days.
- (c) Where the first day of the group of holidays falls within 10 consecutive days on and from the date that notice of termination is given, the whole group shall be deemed to fall within 10 days.
- (d) An employee shall not be entitled to receive payment from more than one employer in respect of the same holiday or group of holidays.

An employee shall, on request by his/her employer, make a statutory declaration or other written statement satisfactory to his/her new employer, of the payments made by any other employer for the holidays referred to in this subsection where any of such holidays occurs within 10 consecutive days after the commencement of his/her employment with that employer.

- (e) An employee shall not be entitled to the payment referred to in 21.8(a) for the holidays prescribed by 21.8(b) where his/her employer dismisses him/her without notice for malingering, inefficiency, neglect of duty or misconduct.

19.7 Maximum Period without Meal Break: An employee shall not be compelled to work for more than 5 hours without a break for a meal.

20. Reasonable Working Hours

Reasonable Overtime

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

21. Annual Leave

See *Annual Holidays Act (NSW)1944*.

22. Annual Leave Loading

22.1 In this clause, the *Annual Holidays Act (NSW)1944* is referred to as "the Act".

- 22.2 Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause.
- 22.3 The loading is payable in addition to the pay for the period of holiday accrued and taken under the Act and this award.
- 22.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods then in relation to each such separate period.
- 22.5 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, together with the allowances, if any, payable under subclause (iii) of Clause 1 - Salaries.
- 22.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause, applying the award rates and wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- 22.7
- (a) When the employment of an employee is terminated by his/her employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, the employee shall be paid a loading calculated in accordance with subclause (iv) of this clause for the period not taken.
- (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

23. Long Service Leave

See *Long Service Leave Act* (NSW) 1955.

24. Sick Leave

- 24.1 Permanent employees shall, be entitled to ten (10) days sick leave during the first year and subsequent years of service on full pay.
- 24.2 The payment of sick leave shall be subject to the production of a medical certificate or other evidence satisfactory to the company (which may include a statutory declaration).
- 24.3 Employees shall inform their supervisor, where practical, within two (2) hours of the employee's normal commencement time of such inability to attend for duty, and as far as practicable state the nature of the illness/injury and the estimated duration of absence.
- 24.4 Where the employee does not notify the company of their inability to attend for duty in accordance with this clause, the employee may not, at the discretion of the Company be entitled to payment for the first day of such absence.

25. Bereavement Leave

- 25.1 An employee, other than a casual employee, shall be entitled to a maximum of three days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person in Australia as prescribed in subclause (iii) of this clause.

- 25.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer the proof of death.
- 25.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carers leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of Clause 7 - Personal Carer's Leave, provide that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 25.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 25.5 Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv) and (v) of the said Clause 7. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

26. Personal Carers Leave

26.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in below who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in Clause 21 - Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step-child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has blood relatives of the other; and

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

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

26.2 Unpaid Leave for Family Purpose

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

26.3 Annual Leave

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

26.4 Time Off in Lieu of Payment for Overtime

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

26.5 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.

27. Wage and Allowance Increases

Wages will be increased in accordance with adjustments to the National Training Wage 2000. Expense related allowances will be increased in accordance with the National Metal and Engineering On-Site Construction Industry Award 1989

28. Area, Incidence and Duration

This award shall apply to employees of Hunter Valley Training Company, employed as Scaffolding Trainees, covered by this award and who are engaged in on-site construction work as defined by clause 4 - Coverage of this award.

This award shall take effect from the beginning of the first pay period to commence on or after 15 August 2005 and shall remain in force for a period of 3 years.

PART B

Table 1

	Highest Level of Schooling Achieved		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	196.00	235.00	284.00
Plus 1 year out of school	235.00	284.00	330.00
Plus 2 years	284.00	330.00	384.00
Plus 3 years	330.00	384.00	439.00
Plus 4 years	384.00	439.00	
Plus 5 years	439.00		
Adult trainees are to be paid \$439.00			

P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(1728)

SERIAL C4082**WOLLONGONG SPORTSGROUND TRUST AUSTRALIAN WORKERS
UNION (STATE) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Wollongong Sportsground Trust.

(No. IRC 4911 of 2005)

Before Mr Deputy President Grayson

29 September 2005

AWARD

This award shall be known as the Wollongong Sportsground Trust Australian Workers Union (State) Award 2005.

1. Parties

The parties to this award are:

- (a) The Wollongong Sportsground Trust (the Trust)
- (b) The Australian Workers Union, Port Kembla, South Coast & Southern Highlands Branch, New South Wales (the Union)

2. Intention

- (a) The parties to this award acknowledge that good industrial relations are central to the effective and efficient operation of facilities controlled by the Wollongong Sportsground Trust and thereby providing the workforce with fair and equitable rates of pay, stability of income and employment, whilst providing the community of the Illawarra with first class sporting, entertainment and recreation facilities.

3. Application

- (a) This award is binding on the Wollongong Sportsground Trust, employees of the Trust and the Australian Workers Union (New South Wales Branch) representing their members, employees of the Trust, in respect, of the employment conditions and rates of pay for the Trust employees engaged in the operation, maintenance and non-executive administration of grounds and facilities operated and/or controlled by the Wollongong Sportsground Trust.
- (b) This Award shall equally apply to any sub-contracted organisation or individual employing persons who would otherwise have been employed by the Trust, other than organisations or individuals who are party to, or, obliged by common rule application, to observe Awards or Agreements of the Australian Liquor Hospitality Miscellaneous Workers Union in regard to cleaning, security, childcare or catering services.

4. Arrangement

Clause No. Subject Matter

- 18. Annual Leave and Loading
- 33. Anti-Discrimination
- 3. Application
- 4. Arrangement
- 16. Bereavement Leave
- 7. Classifications
- 34. Consultative Committee

28. Disciplinary Procedure
29. Disputes Procedure
23. First aid allowance
11. Hours of work
19. Income Protection
2. Intention
26. Introduction of change
24. Jury Service
25. Long Service Leave
12. Meal Breads and allowances
31. Multi-hiring
13. Overtime and Time off in lieu
17. Parental leave
1. Parties
22. Payment of wages
35. Performance Management Plans
15. Personal Carers Leave
20. Public Holidays
5. Period of Operation
6. Rates of pay
27. Redundancy
30. Role of the union
14. Sick Leave
32. Superannuation and Salary Sacrificing
8. Training
10. Termination of Employment
9. Terms of Engagement
21. Uniforms and Protective Clothing

PART B

MONETARY RATES

- Table 1 - Weekly Rates of Pay
 Table 2 - Annualised Rates of Pay
 Table 3 - Other Rates and Allowances

5. Period of Operation

This award will operate from the first pay period commencing on 29 September 2005 and will remain in force for a period of two years.

This award rescinds and replaces the Wollongong Sportsground Trust Australian Workers Union (State) Award 2003 published 2 April 2004 (343 I.G. 998).

6. Rates of Pay

- (a) The rates of pay in this award take into account structural efficiency changes and safety net wage increases available up to the date of its making; and include a loading in lieu of penalty rates on Saturday and Sundays.
- (b) The ordinary hourly rates of pay relating to persons employed under this award are those applying in Tables 1 and 2 of Part B attached hereto.
- (c) An employee will only be classified and paid at a higher level of skill if the Trust has a vacancy at that level and the employee has attained the necessary skills and has been accredited and appointed to a higher level. The employee will be paid the rate for that classification regardless of the actual task carried out in the enterprise.

- (d) An employee who is required to perform work, for a temporary period, at a higher skill level than that which is normally performed will be paid at the appropriate higher wage rate whilst performing such duties, provided that the work so performed extends beyond four hours.

7. Classifications

- (a) Employees shall perform all duties required by the Trust within their skill and competence, to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- (b) Subject to (a), above, employees engaged by the week shall be advised in writing of their employment relating to the following classification structure.

LEVEL 1

Shall be an employee with no qualifications or relevant industry experience, who performs duties of a routine nature, requiring the use of minimal judgement and direct supervision.

Such an employee shall be undertaking either on-the-job or off-the-job structured training relevant to the enterprises' needs.

A Level 1 employee will perform the work of a Level 2 but under direct supervision. The maximum period of employment for an employee as a Level 1 employee shall be 380 hours.

Provided that an employee who hasn't demonstrably reached the standard of performance required by the Trust justifying progression to Level 2, shall be counselled and provided the appropriate additional training and be allowed the opportunity to achieve the standard required for a period of a maximum of four (4) additional weeks, prior to a further review of their performance. After such additional period the employment of the individual shall either be terminated or they shall be reclassified to a higher level or offered an alternative position.

LEVEL 2

Shall be an employee who has completed some structured training relevant and/or experience to the operational needs of the Trust, and who is continuing such training, or has recognised industry experience appropriate to the Trusts' needs.

A level 2 employee shall, in addition to the skills of a Level 1 operative be able to perform a majority of the following:

Assist with the on-the-job training of Level 1 employees, to a limited degree;

Exercise intermediate keyboard skills with instructions;

Demonstrated ability to work from instructions or procedures;

Have a demonstrated understanding of general office, or box office, or cash control or staging or stadium procedures;

Demonstrated customer service skills;

Able to work effectively as a member of a small team under general technical, trade or administrative supervision;

Demonstrated knowledge of occupational health and safety requirements relating to the operation of Public Venues

Knowledge of safe handling procedures in regards to tools and chemicals

The Trust and the AWU have agreed to hold discussions to determine the appropriate number of hours of work before a casual employee progresses to Level 3.

Indicative tasks for Level 2 shall include but not be limited to:

Events Staff	Grounds, Building and Technical Staff	Administration and Client Support
Usher Crowd control, which does not require a security licence. General Attendant Ticket Seller Customer Service Assistant Sales Assistant	Labourer Cleaner General Grounds Assistant Trades Assistant Stage Hand Driver	General Receptionist Basic Clerical duties Maintenance of simple records Basic Client Liaison

LEVEL 3

Shall be an employee who has completed structured training and/or experience recognised by the Trust as relevant and appropriate to perform within the scope of this Level or has industrial experience appropriate to the Trusts' needs.

An employee at this Level shall assist with the training and development of staff at Levels 1 and 2.

An employee at this Level shall exercise discretion within one's own level of skill and training, whilst taking responsibility for the quality of one's own work (subject to routine supervision). A person at this level shall also be a person who typically holds a trade or equivalent qualification and/or experience.

Indicative tasks at this level would include:

Events Staff	Grounds, Building and Technical Staff	Administration and Client Support
Can perform function of Level 2 but in addition includes: Supervisors of Ushers/crowd control	Can perform function of Level 2 but in addition includes: Trades - Groundsmen Trades - Technicians Cleaner	Can perform function of Level 2 but in addition includes: Client Services Officer Non qualified Bookkeeper Bookings Clerk Personal Assistant

LEVEL 4

Shall be an employee who is engaged in supervising, training and co-ordinating staff and who is responsible for the maintenance of service and operational standards across a mixed trade team.

Indicative tasks and competencies for a level 4 employee would include;

Events Staff	Grounds, Building And Technical Staff	Administration And Client Support
	Typical work at this level includes: Maintenance Supervisor Operations Supervisor Technical Supervisor Ground Supervisor	Typical work at this level includes: Bookkeeper

LEVEL 5

Shall be an employee who is a holder of a post trade qualification or technical qualification relevant to the Trust's operations or will have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience.

A Level 5 employee will be directly responsible to the Executive Management for the operation and policy development relating to a discreet workforce or site.

Indicative tasks and competencies for a Level 5 employee would include;

Events Staff	Grounds, Building And Technical Staff	Administration And Client Support
	Typical work at this level includes: Operations Coordinator	Typical work at this level includes: IT/Systems Coordinator Accounts Officer

Progression to succeeding levels within the above structure will be dependant on a demonstrated capacity to perform the functions required and availability of a vacant position.

8. Training

- (a) The Trust acknowledges its commitment to provide for its employees' career paths and access to more varied, fulfilling and better paid jobs through training.
- (b) No employee will be required to perform work at a level of skill for which that employee has not been suitably trained. In accordance with the needs of the enterprise, training will be provided to enable employees to qualify for classification to, and to make a contribution at, higher levels of skill, by the application of a Training Program.
- (c) The Trust will accept responsibility for the organisation of 'on-the-job' training but employees will assist as required in the training of other employees. For training 'off-the-job' the Trust will accept responsibility for arranging the training in all cases where the Trust requests such training to meet staffing requirements.
- (d) The Trust will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken 'off-the-job' and outside normal working hours, and approved by the Trust as being in accordance with the need of the enterprise, the company will pay all necessary fees and the cost of essential textbooks, literature and stationery.
- (e) An employee who undertakes one or more tasks, but not all the tasks, at a higher level of skill than that to which the employee is accredited, as part of their training for qualification to that higher level, will continue to be paid at the classification level rate for which the employee has been accredited.

9. Terms of Engagement

Employees under this agreement shall be engaged as either permanent (full-time or part-time) or casual employees.

- (a) Full-time employees will be engaged by the fortnight and will be paid the rate of pay for the appropriate skill level as set out in Table 1 - Rates of Pay of Part B, Monetary Rates.
- (b) Part-time employees may be engaged on the basis of a set number of ordinary hours (less than 76) each fortnight as agreed in advance between the Trust and the employee concerned, provided that such lessor hours be no fewer than 20 per fortnight or 4 per shifts.

Part-time employees will be paid pro-rata the rate for the appropriate skill level as set out in the said Table 1.

The provisions of subclause (b) of this clause will apply to part-time employees in addition to the other provisions of this award, with the exception that sick leave, annual leave loading and family leave will be allowed on a pro-rata basis.

- (c) Probationary Period: Notwithstanding anything elsewhere contained in this clause, and clause 10, Termination of Employment, a maximum of the first three months of permanent employment will be on a trial basis and may be terminated by at least two days notice is not given during this period the payment or forfeiture of two days wages, depending upon when the termination is effected, will be applied. The length of the probationary period will be specified in a new employee's Letter of Appointment.
- (d) Casual employees will be employed by the hour and will be employed for a minimum three (3) hours per engagement, for commercial events and two (2) hours for community and not for profit functions relating to the hire of the Trust's facilities.
- (e) The Trust may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- (f) Despite any other provision of this award, the Trust is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of:
 - (i) Any strike.

10. Termination of Employment

- (a) Employment may be terminated by either the Trust or the employee at any time during the week by the giving of the following notice (except as provided by subclause (c) of clause 9, Terms of Engagement, and subclause (f) of this clause):

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

Plus one extra week for employees over 45 years of age with not less than two years continuous service (except in the case of an employee giving notice).

- (b) An employee who fails to give the appropriate notice may have moneys withheld to the equivalent of the notice period required, and not given.
- (c) The Trust will not terminate an employee's employment for reasons related to the employee's conduct, performance, malingering or inefficiency, unless the employee has been given the opportunity to defend himself or herself against the allegations made or the Trust could not reasonably be expected to give the employee that opportunity, in accordance with the disciplinary procedure contained in clause 28.
- (d) An employee who has been given notice will be allowed up to one day as time off without loss of pay (at a time convenient to the Trust) for the purpose of seeking another job.
- (e) Following a request from the terminated employee, the Trust will provide a written statement of the period of employment and the type of work performed.
- (f) The Trust may dismiss any employee without notice for neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.

- (g) The employment of a casual employee may be terminated by either the Trust or the employee without the giving of notice. However, the Trust will pay wages for the minimum period as set out in subclause (d) of clause 9, Terms of Engagement, providing the employee works for the remainder of the minimum period if required to do so.

11. Hours of Work

The ordinary hours of work can be rostered Monday to Sunday, inclusive, subject to the following:

(a) Hours of Work (Permanent Employees)

To suit the needs of the enterprise, ordinary hours will be worked on a rostered basis over a fortnightly period with the following limitations;

- (i) A maximum of 76 ordinary hours will be worked in any one fortnightly period.
- (ii) A maximum of 10 ordinary hours will be worked in any 24 hours period.
- (b) The ordinary hours will be rostered to give employees four clear days off in 14, and, at least two lots of consecutive days off in 28.
- (c) Rosters (Permanent Employees)
- (i) Rosters will be provided at least seven days in advance, unless such changes are mutually agreed. Roster changes given with less than seven days notice will incur a penalty of 50 per cent of the appropriate skill level rate to be applied to any shifts worked for which less than seven days notice has been given.
- (ii) If a changed roster is advised with less than seven days but more than 48 hours notice, it will be obligatory for employees to work the roster. If notice is less than 48 hours it will be optional for the employees to work the roster.
- (d) Rosters (Casual Employees)

Casuals will be rostered to meet the requirement of the enterprise. Should a casual be advised of a cancellation or shortening of roster with less than four (4) hours notice they shall be paid for half of the number of hours rostered originally.

12. Meal Breaks & Allowances

(a) Full-time and part-time employees.

- (i) All employees will be allowed an unpaid meal break of 45 minutes duration, to be taken between four to six hours after the commencement of work (depending on the need of the enterprise). Each subsequent unpaid meal break of similar duration will be taken between four to six hours after the time of the previous meal.
- (ii) Employees who are required to work through a meal break will be paid at the rate of double time for the period when the meal break would have been taken.
- (iii) All employees will be allowed a paid refreshment break of ten minutes, to be taken at the place of work and at a time to suit the needs of the enterprise.

(b) Casual Employees

- (i) All casual employees who work for more than four consecutive hours will be entitled to an unpaid meal break of 45 minutes duration, to be taken according to the needs of the operation before six hours have elapsed. After each subsequent four-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.

- (ii) Casual employees working in a non-event capacity who work at least four hours will be entitled to a paid refreshment break of ten minutes duration during that shift, to be taken at the place of work and at a time to suit the needs of the enterprise.

13. Overtime and Time Off in Lieu

- (a) Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to weekly employees engaged under the provisions of Section A, Table 1 of Part B, in the following circumstances:

For all hours worked in excess of 10 per shift

For all hours worked in excess of 76 in a fourteen day cycle

For all hours worked within less than a break of 10 hours between work on consecutive days.

- (b) Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to casual employees engaged under the provisions of Section B of Part B, in the following circumstances:

For all hours worked in excess of 10 per shift

For all hours worked within less than a break of 10 hours between work on consecutive days.

- (c) An employee who has worked between midnight and 6:00am (and has commenced work before 5:00am), will be provided with a meal by the Trust or be paid the amount as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for each meal break occurring before finishing time.

- (d) Weekly employees may take time off in lieu of overtime payments as agreed between the employee and employer. Such time off shall be calculated at overtime rates.

- (e) Notwithstanding subclause 13 a., b., and c., employees engaged as annualised salaried employees shall work hours and rosters to meet the needs of the business subject to the following:

- (i) Employees can work up to 20 hours per twenty eight (28) day cycle in excess of 152 hours without the payment of overtime or time off in lieu.

- (ii) All hours worked in excess of 172 hours per twenty eight (28) day cycle shall be accrued as time off in lieu, at overtime rates, and taken at a time and date agreed between the employer and the employee.

- (iii) 'Overtime rates' in above subclause 13 d. (ii) are defined as time and one half (1½) for the first two hours worked, and double (2) time thereafter, during each shift worked.

- (iv) The calculation of time 'worked' during each twenty eight (28) day cycle includes hours away from the work place on public holidays, annual leave and sick leave.

- (v) It is agreed by the parties that the annualised salaried employees shall receive a 10 hour break between shifts wherever possible.

- (f) The employer shall monitor the hours of work of employees so that no employee works excessive hours which might contribute to an occupational health and safety problem for the employee concerned, other staff or patrons of the Trust.

14. Sick Leave

- (a) A full time employee shall be entitled to 10 days sick leave per year. Part-time employees shall be entitled to a proportionate amount of sick leave.

- (b) If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year. Such accumulation shall be limited to benefits up to a maximum of 100 days paid leave.
- (c) An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- (d) Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- (e) Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee shall provide the employer with a doctor's certificate.
- (f) The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, 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.

15. Personal Carers Leave

- (a) Use of Sick Leave
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (iii).2 of this subclause, who need the employee's care and support, shall be entitled to use, in accordance with the subclause, any current or accrued sick leave entitlement, provided for in clause 14, 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.
 - (ii) The employees shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - 1. The employee being responsible for the care and support of the person concerned; and
 - 2. The person concerned being:
 - (a) a spouse of the employee, or
 - (b) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:

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

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

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

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

(b) Unpaid Leave for Family Purpose

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

(c) Annual Leave

- (i) 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.
- (ii) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (iii) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(d) Time Off in Lieu of Payment of Overtime

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (ii) 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.
- (iii) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.

(e) Make-up Time

- (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

(f) Rostered days off

- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

- (iii) 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 employer or employee.
- (iv) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of DDO flexibility, and providing a reasonable opportunity for the unions to participate in negotiations.

16. Bereavement Leave

A full-time or part-time employee shall be entitled to a maximum of three (3) days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death within Australia of a parent (including foster parent and parent-in-law), grandmother, grandfather, wife, husband, defacto wife, defacto husband, sister, brother, child, stepchild or grandchild.

17. Parental Leave

A permanent full-time and part-time employee shall be entitled to parental leave pursuant to the provisions of the NSW *Industrial Relations Act 1996*.

Concurrent with the above unpaid leave provisions, permanent full-time and part-time employees shall be entitled to the following paid parental leave:

- (a) Paid Maternity Leave - six (6) weeks paid maternity leave to all female permanent full-time and part-time employees
- (b) Paid Paternity Leave - two (2) weeks paid paternity leave to all male permanent full-time and part-time employees

18. Annual Leave and Annual Leave Loading

- (a) Employees engaged under the provisions of Section A, of Table 1, Part B shall be entitled to four weeks annual leave for each completed year of service, less the period of annual leave, and shall be paid at the anniversary of their employment a loading equal to seventeen and a half percent of their ordinary pay for four weeks.
- (b) The taking of annual leave shall as far as practicable be taken at a mutually agreed time and for mutually agreed duration's up to the maximum entitlement contained herein.
- (c) Under no circumstances shall annual leave be allowed to accrue above the entitlement for a period of two years.
- (d) No employee shall be recalled from annual leave once they have commenced such leave, without the re-crediting of that proportion of the leave already used and the re-imburement of any additional expenses incurred by the employee as a consequence of such recall.

19. Income Protection Plan

All weekly and regularly employed casuals (being casuals rostered for more than 20 hours in any 28 day period), and who are members of the Australian Workers Union shall be covered by a Sickness and Accident Income Protection Plan approved and endorsed by the union.

It is a term of this award that the Trust will bear the costs of one percent of gross weekly award rate of pay per member towards providing income protection with a minimum of \$4.00 up to a maximum of \$8.00 per month, for regularly employed casuals (as defined).

20. Public Holidays

- (a) The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Union Picnic Day (being the first Tuesday after Easter) or any proclaimed days in lieu thereof throughout the State shall be holidays from the wages due to any employee for the week in which such holiday or holidays occur.

Provided that the above mentioned holidays may be substituted for another day/s off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday/s or adjacent to a period of annual leave.

- (b) Entitlement to paid absence on the Union Picnic Day shall only apply to weekly and annualised employees who are members of the Union.
- (c) Any full-time or part-time employee who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed or double time and one half for each hour worked on the public holiday. Casual employees shall receive double time and a half based on the ordinary hourly rate for the appropriate weekly classification.
- (d) Where the Picnic Day referred to in subclause 20 (b) falls on a bump-in, bump-out or an event day, the employer shall organise an alternative union picnic day at a time agreeable between management and the workplace union representatives.

21. Uniforms and Protective Clothing

- (a) Where employees are required to wear a branded uniform they will provided free of charge.
- (b) Where items of clothing referred to in sub-clause (a) are required to be cleaned and maintained by the employee the provisions of Part B Table 3, herein, shall apply.
- (c) The Trust commits to providing appropriate protective clothing for employees as is deemed necessary to provide a safe working environment for Trust employees
- (d) The Trust shall have the right to determine a dress or uniform code for all employees covered by this award, which may include a particular style and colour of dress, which is practical to the working environment, such items shall be provided by the employee.
- (e) All uniform items, protective clothing and other tools provided by the Trust shall remain the property of the Trust and shall, upon demand be returned to the Trust in reasonable conditions. Upon Termination, monies owed to the employee maybe withheld until such time as this sub-clause is complied with by the employee.

22. Payment of Wages

- (a) All moneys payable to employees will be paid weekly, fortnightly or monthly, by agreement with the employee, by electronic funds transfer.
- (b) For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

23. First-Aid Allowance

An employee who holds and appropriate first-aid certificate and who is appointed by the Trust to perform first-aid duties, in addition to ordinary work, will be paid an allowance per day as set out in Item 3 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the wage rate as set out in Table 1 - Rates of Pay, of the said Part B.

24. Jury Service

A permanent employee required to attend for jury service will be reimbursed by the Trust the difference between the amount received for the service and the amount the employee would have earned for ordinary hours, on production of evidence of payment received for the service.

25. Long Service Leave

Prior to 1st September, 2005, employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.

For continuous service post 1st September 2005, employees shall accrue long service leave as follows:

- (a) Ten weeks paid leave after ten years service, and thereafter,
- (b) Five weeks paid leave on the completion of each additional five years service.

Such leave accrual shall not apply to any long service leave that has accrued prior to 1st September 2005.

26. Introduction of Change

- (a) Where the Trust has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Trust will notify the employees who may be affected by the proposed changes, and the union, if the employees are members.
- (b) "Significant effects" include termination of employment, major changes in the composition of the Trust workforce or in the skills required; the elimination or diminution of job opportunities, promotions opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. However, where this award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have a significant effect.
- (c) The Trust will discuss with the employees affected and, if they are members of the union, the union, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees and will give prompt consideration to matters raised by employees and, if they are members of the union, by their union, in relation to the changes.
- (d) The discussions will commence as early as practicable after a definite decision has been made by the Trust to make the changes referred to in subclause (a) of this clause.
- (e) For the purpose of such discussion, the Trust will provide in writing to the employees concerned and, if they are members of the union, to their union, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the Trust will not be required to disclose confidential information, the disclosure of which would be inimical to the Trusts interests.

27. Redundancy

- (a) Where the Trust has made a definite decision that the Trust no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to the termination of employment, the Trust will hold discussions with the employees directly affected and with the union.
- (b) The discussions will take place as soon as practicable after the Trust has made a definite decision which will invoke the provisions of subclause (a) of this clause, and will cover inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any effects of any terminations on the employees concerned.

- (c) For the purposes of the discussion the Trust will, as soon as practicable, provide in writing to the employees concerned and the union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, the Trust will not be required to disclose confidential information, the disclosure of which would be inimical to the Trusts' interests.
- (d) Where an employee is transferred to lower paid duties for reasons as set out in subclause (a) of this clause, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if employment had been terminate, and the Trust may, at the Trusts' option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks still owing.
- (e) In addition to the period of notice prescribed for ordinary termination in subclause (a) of clause 10, Termination of Employment, an employee whose employment is terminated for reasons as set out in subclause (a) of this clause, will be entitled to the following amount of severance pay in respect to a continuous period of service:

Period of Continuous Service	Severance Pay
Up to the completion of 5 years	1 weeks pay for each completed year of service
5 years and over	3 weeks pay for each completed year of service

In addition to the above scale, one additional weeks pay per year of service will be paid to employees over the age of 45 years at the date of redundancy offer being made by the Trust.

"Weeks pay" means the ordinary time rate of pay for the classified skill level for the employee concerned.

- (f) In addition, employees will be paid the following benefits:
- (i) Payment of annual leave loading on all accrued annual leave.
 - (ii) Payment of pro-rata long service leave for employees with more than ten years continuous service.
- (g) An employee whose employment is terminated for reasons set out in subclause (a) of this clause may terminate employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the Trust until the expiration of such notice. In such circumstances the employee will not be entitled to payment in lieu of notice.
- (h) During the period of notice of termination given by the Trust an employee will be allowed up to two days time off without lost of pay during each week of notice, for the purpose of seeking other employment. The employee must make application for the time off and may be required to produce proof of attendance at an interview to qualify for payment for the time absent. A statutory declaration will serve as adequate proof of attendance.
- (i) Where a decision has been made to terminate employees in the circumstances outlined in subclause (a) of this clause, the Trust will notify a Commonwealth Government Accredited Employment Service as soon as possible giving relevant information including the number of categories of employees likely to be affected and the period over which the terminations are intended to be carried out.
- (j) The continuity of employment of an employee will be deemed not to have been broken by reason of transmission of business and the whole period of employment will be deemed to be service for the application of this clause.
- (k) This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees.

28. Disciplinary Procedure

- (a) Warnings may be issued by the supervisor of the employee concerned when, in the supervisor's opinion, the employee's behaviour is deemed unacceptable. A written warning should only be issued after the employee has been warned verbally on previous occasions, unless the offence is of a particularly serious nature.
- (b) The establishment of a warning system will not preclude the right of the Trust to dismiss an employee without the issue of a written warning, in accordance with subclause (f) of clause 10, Termination of Employment.
- (c) The basis of the three-warning system is as follows:
 - (i) An employee whose conduct is deemed unsatisfactory by the supervisor may be given a first written warning.
 - (ii) Should no improvement be forthcoming, then a second warning may be issued.
 - (iii) A third, or final, warning can be issued if there has been no improvement. If no improvement occurs after the issuing of a final warning then the employee is liable to dismissal.
 - (iv) Each warning will remain in force, individually, for two years, unless superseded by a further warning at the next level of this warning system. An employee issued with a second or final warning will revert back to a first or second warning respectively after the expiration of two years. This allows an employee to improve behaviour.
 - (v) All written warnings are to be given in the presence of the employee's nominated representative, if the employee so desires.

29. Disputes Procedure

- (a) The following procedure will be followed in dealing with any dispute arising out of the operation of this award or any matter relating to the employment of personnel covered by this award:
 - (i) The employee or employees concerned will discuss the matter with their immediate supervisor or appropriate manager in the presence of the Union Delegate if the employee(s) so wish(es).
 - (ii) If the matter is not resolved, it will be brought to the attention of the General Manager who will attempt to settle the matter by consultation.
 - (iii) If the matter remains unresolved, and the employee so wishes, the Secretary of the Union (or the Secretary's representative) will be advised, and further discussions will be held in an attempt to settle the matter.
 - (iv) If the above steps are unsuccessful, the matter will be referred to the Industrial Relations Commission of New South Wales for resolution.
 - (v) While the above procedures are being followed, all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the work place where there is no risk.
 - (vi) All employees are to be made familiar with this disputes procedure and are to give an undertaking to observe it.
 - (vii) The employee or employees who raise the grievance may be involved in the discussions at all levels of this procedure.

30. Role of the Union

(a) Union Commitment

The union commits itself to promote a harmonious and productive workplace environment in which employees are committed to the organisation. Every effort will be made to ensure that the dispute settlement procedures are followed and industrial disruption is avoided.

In recognition of this, the following procedure will be implemented:

(i) Attendance at the work site.

Properly accredited officials of the union shall have the right, subject to security arrangements, to enter the work site to observe the performance of work and to talk to employees, after notifying his presence on the worksite to managements. The union shall be provided with appropriate access to employees to promote the benefits of union membership.

(ii) Union/Trust Co-operation.

To facilitate union membership, the Trust will:

1. Provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly/fortnightly basis with enough information supplied to enable the union to carry out a reconciliation;
2. Supply all employees with an application form to join the union at the same time as employees are provided with their taxation declaration form;
3. Provide the union with access to talk to all new employees at all induction training. In this regard the Trust will organise such access for the union in a way which is conducive to the union being able to give a presentation to as small a group as practicable;
4. Ensure that all supervisors are trained in the provisions of enterprise agreement and the employer's policy on union membership;
5. Notwithstanding the above, where an employee indicated they have an objection to joining the union, the Trust shall advise the union of this within 2 weeks. The union shall then be provided with appropriate access to this employee to further promote the benefits of union membership.

(iii) Role of the union delegate

1. For the purpose of the union conducting their business on a day to day basis, the Trust will recognise duly elected/appointed union delegates.
2. Union delegates will be allowed reasonable time during work hours to interview the Trust or the Trust's representatives on matters affecting employees.
3. Union delegates will be allowed reasonable time during working hours to discuss with individual union members any matters pertaining to their work.
4. Union delegates will be allowed to meet with their union official(s) to discuss issues, which may need to be progressed either in the consultative committee or via the dispute settling procedure. Such meetings whilst in paid time will be determined following consultation with the employer.

(iv) Investigating Complaints

For the purpose of investigating complaints concerning the application of this Award, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's worksite during working hours, subject to the following conditions:

1. That he or she discloses to the Trust nominees the complaint which he desires to investigate;
2. That he makes his investigations in the presence of the Trust's Nominees;
3. That he or she does not interfere with work proceeding in the workshop or plant;
4. That he or she conducts himself properly.

31. Multi-Hiring

Employees may be separately engaged as casual employees (whether they hold weekly positions or not) for duties in a separate section of the Trust's operations covered by this award from that in which the employee engages in their ordinary employment. For the purpose of this clause a "section" shall mean a discrete work location other than the employees' usual work location, or alternatively, may mean a discrete set of duties other than the employees usual duties, provided such duties are not wholly or substantially performed in the employees usual work location, and shall not apply to work where overtime would normally be performed.

The arrangements entered into under this clause shall be mutually agreed and recorded in writing at the time.

32. Occupational Superannuation

- (a) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and Section 124 of the *Industrial Relations Act 1966* (NSW). This legislation, as varied from time to time, governs the Superannuation rights and obligations of the parties.
- (b) Subject to the requirements of this legislation, superannuation contributions may be made to ASSET (Australian Superannuation Savings Employment Trust), on a monthly basis on behalf of employees engaged under the provisions of this award.

Salary sacrifice to Superannuation

- (c) Notwithstanding the salaries prescribed by the 1998 Award as varied by Clause 6. Rates of Pay, an employee may elect, subject to the agreement of the Trust, to sacrifice a portion of the salary payable under Clause 6 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 thirty (30) percent of the salary payable under Clause 6.
- (d) Where the employee has elected to salary sacrifice a portion of their 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 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 which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 6 of this Award in the absence of any salary sacrifice to superannuation made under this Award.

- (e) Where an employee elects to salary sacrifice in terms of Clause c.) above, the Trust will pay the sacrificed amount into the relevant superannuation fund.

33. 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 ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with 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 legislation referred to in this clause.

34. Consultative Committee

A consultative committee made up of management and the workplace union representatives shall meet on a bi-monthly or an as-required basis for the purpose of reviewing the implementation of this award and other workplace issues which might arise from time to time.

Minutes of each meeting will be kept and made available to the Trust or the union if required.

35. Performance Management Plans

The Trust and the Union shall develop a classification and performance review procedure and criteria.

A committee made up of 2 Trust representatives and 2 workplace Union representatives shall work collectively to produce the review package for the consideration of the Trust, the Union and its members.

The Trust shall provide in writing to each employee, a brief job description and the level upon which they are being employed and whether they will be remunerated as either a weekly or annualised employee.

An employee may request on an annual basis a performance and skills review if they believe their work, level of responsibility or skill have changed significantly enough to warrant an upgrade to a new salary point or level.

Employees may be appointed to their classification level and salary point on the wages structure according to the level of job performance, responsibility, skills, experience and work to be carried out.

The Trust agrees to employ a facilitator to assist in the development of the Performance Management Plan, if the committee cannot come to an agreement on its design or implementation.

PART B

MONETARY RATES

Table 1 - Weekly Rates of Pay

Section A

1. Weekly rate of pay for a week not exceeding 38 ordinary hours.

Classification	Step	Ordinary Weekly Rate Year 1 \$	Ordinary Weekly Rate Year 2 \$
Level 1	1	546.38	567.40
Level 2	1	568.47	590.33
	2	575.44	597.58
	3	597.53	620.51
Level 3	1	611.48	635.00
	2	627.76	651.90
	3	656.82	682.08
Level 4	1	667.28	692.95
	2	691.69	718.30
	3	720.76	748.48
Level 5	1	953.26	989.92
	2	1,046.26	1,086.50
	3	1,127.64	1,171.01

2. Employees engaged under Section A1, above shall receive an additional allowance of 12.5% of the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 20 (a) herein.

Section B

1. Casual Hourly Rates for Employees engaged on all occasions except for Public Holidays

Classification	Step	Per Hour Year 1 \$	Per Hour Year 2 \$
Level 1	1	17.97	18.66
Level 2	1	18.70	19.42
	2	18.93	19.66
	3	19.66	20.41
Level 3	1	20.11	20.89
	2	20.65	21.44
	3	21.61	22.44
Level 4	1	21.95	22.79
	2	22.75	23.63
	3	23.71	24.62

2. Casual employees engaged under Section B1 above shall be paid the hourly rate at the Steps in each Level upon the accumulation of ordinary hours worked over time at the site. As described in clause 7 (b) herein, the maximum period of employment at Level 1 shall be 380 hours. In the succeeding Levels 2 through 3, progression to each Step will occur at the accumulation of 800 hours per Step for all employees, except ushers. Ushers shall progress to each Step after working 380 hours per Step.

3. Employees engaged under Section B1, above shall receive an additional allowance of 7.5% of the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 20 (a) herein.

Section C

Junior Rates

- (a) Employees engaged as weekly employees or as casuals under the provisions of Section A or Section B, above, who are less than 18 years of age shall be paid according to the following scale:

Under 17 years of age 80% of the appropriate rate.

Under 18 years but more than 17 years 90% in the appropriate rate.

18 years and older 100% of the appropriate rate.

- (b) Provided that the scale contained in (a) above relates to employees engaged at Levels 1 and 2, performing functions other than cleaning and labouring as defined in clause 7, here-in.

Table 2 - Annualised Rates of Pay

Employees engaged under annualised salary packages for all incidents or work under this award including annual leave loading.

Classification	Step	Per Annum Year 1 \$	Per Annum Year 2 \$
Level 1	1	-	-
Level 2	1	37,324.44	38,759.99
	2	37,782.40	39,235.57
	3	39,232.64	40,741.59
Level 3	1	40,148.58	41,692.75
	2	41,217.17	42,802.44
	3	43,125.37	44,784.04
Level 4	1	43,812.32	45,497.41
	2	45,415.21	47,161.95
	3	47,323.42	49,143.55
Level 5	1	62,589.03	64,996.30
	2	68,695.28	71,337.41
	3	74,038.25	76,885.87

Table 3 - Other Rates and Allowances

Brief Description	Amount \$	For Casuals \$
Laundry Allowance	12.86 per week	1.18 per shift
Meal Allowance	9.36	
First-aid Allowance	2.41 per shift	
Toilet Cleaning Allowance	2.70 per day	2.70 per shift

J. P. GRAYSON *D.P.*

(676)

SERIAL C4146**TRANSPORT INDUSTRY - WASTE COLLECTION AND RECYCLING
(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 5283 of 2005)

Before Mr Deputy President Sams

28 October 2005

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Clause No. Subject Matter

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PART B

MONETARY RATES

2. Wages

(i) Basic Weekly Wage Rates - Adult and Junior Employees:

The weekly rates of pay for classifications appearing in this clause are set out in Table 1- Wages, of Part B, Monetary Rates, of this award, and are total rates inclusive of the basic wage for adult employees.

Classification

(A) Non-drivers:

1. Depot hands in training shall be paid as set out in Item 1 of the said Table 1.
2. Depot hands at transfer stations/landfill sites shall be paid as set out in Item 2 of the said Table 1.
3. Depot hands, garbage and/or recyclable materials; sorters/treaters of recyclable materials including those engaged at Recycling and Transfer Depots, Waste Disposal Facilities, and Alternative Waste Treatment Facilities; and offsiders on vehicles collecting garbage or recyclable materials shall be paid as set out in Item 3 of the said Table 1.
4. Depot hands, sanitary wastes; offsiders on vehicles collecting mobile carts; offsiders on sanitary vehicles shall be paid as set out in Item 4 of the said Table 1.

(B) Drivers/operators:

1. Operators at Recycling and Transfer Depots and Alternative Waste Treatment Facilities; drivers of mechanical street sweeping machines; drivers of mechanical diggers, trenchers, shovels, dozers, graders, compactors, forklift drivers and front-end loaders; weighbridge operators and drivers of vehicles for which a class C Driving Licence is required; shall be paid as set out in Item 5 of the said Table 1.
2. Drivers of garbage compactor vehicles with a carrying capacity not exceeding 10.7 cubic metres; drivers of sullage tankers with a carrying capacity not exceeding 11,365 litres; drivers of vehicles with sidestacking or sidelading devices (HIAB or similar type cranes); drivers of vehicles collecting recyclable materials not referred to elsewhere in this award shall be paid as set out in Item 6 of the said Table 1.
3. Drivers of sullage tankers with a carrying capacity exceeding 11,365 litres; drivers of sanitary vehicles; drivers operating mechanical rear lift loading not exceeding 10.7 cubic metres capacity servicing bulk containers; drivers of vehicles collecting mobile carts with mechanical lift, rear loading, and with a capacity not exceeding 10.7 cubic metres; and drivers of such vehicles engaged in the collection of recyclables, shall be paid as set out in Item 7 of the said Table 1.

4. Drivers of garbage compactor vehicles with a carrying capacity exceeding 10.7 cubic metres; drivers of such vehicles engaged in the collection of recyclables; operators of septic tanks/chemical closets, portaloos etc shall be paid as set out in Item 8 of the said Table 1.
5. Drivers of vehicles collecting mobile carts with mechanical lift, rear loading, and with a capacity exceeding 10.7 cubic metres; drivers operating mechanical rear lift loading exceeding 10.7 cubic metres capacity servicing bulk containers shall be paid as set out in Item 9 of the said Table 1.
6. Drivers of vehicles collecting containers of solid waste and/or recyclable materials by means of a one man side operated grab and hoist or lifting device shall be paid as set out in Item 10 of the said Table 1.
7. Drivers of articulated vehicles removing waste from a transfer station shall be paid as set out in Item 11 of the said Table 1.
8. Drivers/operators of graders, dumpers, tractors, loaders, compactors, skid steer tractor, dragline shovel operators, at landfill sites; intermodal facility operator and tipping platform operator only shall be paid as set out in Item 12 of the said Table 1.
9. Drivers of double articulated vehicles (i.e. B-Double combination vehicles) performing work covered by this award shall be paid as set out in Item 13 of the said Table 1.

(ii) Extra Payments:

(NOTE: For the purpose of computing wages, overtime, etc. the additional amounts referred to in this clause form part of the total weekly rate for the work performed, except where otherwise indicated.)

- (a) From the first pay period to commence on or after 1 November 2005 the industry allowance which had in previous versions of this award been payable per week to employees (to compensate employees for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of the duties of sanitary, sullage and garbage employees) is no longer payable and is incorporated from that date in the base rate of pay of all employees. No further claims shall be made in relation to that allowance after 31 October 2005.
- (b) Weekly employees only shall be paid a flat weekly amount as set out in Item 2 of the said Table 2 in lieu of an additional week's sick leave. This allowance only applies to employees engaged under subclause (i) of this clause.
- (c) Drivers of vehicles with dual front steering shall be paid the following additional amount per week as set out in Item 3 of Table 2.
- (d) Drivers of articulated vehicles (except employees in classifications (b)7 or (b)9) in subclause (i) above, or vehicles engaged in the collection of sullage) shall be paid the appropriate rate specified and in addition thereto the weekly amounts as set out in Item 4 of Table 2.
- (e) Drivers of motor vehicles with a trailer attached thereto (except employees in classification (b)7 in subclause (i) above) shall be paid as set out in Item 5 of Table 2.
- (f) Employees required to use boats for the purpose of performance of their duties shall be paid as set out in Item 6 of Table 2.
- (g) An employee appointed by the employer as a leading hand shall be paid the appropriate extra weekly amount as set out in Item 7 of Table 2.
- (h) An employee appointed by the employer to perform first-aid duty shall be paid per day as set out in Item 8 of Table 2.

- (iii)
- (a) Employees who are under twenty years of age and who are employed solely on recycling and sorting operations shall be paid as set out in Table 1.
 - (b) Employees who are 16 years of age will only be employed within recycling depots and only for the purposes of sorting work. The rate of pay for such employees is as set out in Table 1.
 - (c) No employee engaged as at 2 March 1992 shall suffer any reduction in pay as a result of this award while such employee remains with the same employer or an employer who is a successor, transferee or to whom the business has been transmitted.
 - (d) Employees who are under 20 years of age will not perform driving duties.
 - (e) Employees will not perform garbage collection work unless they are paid the full rate of pay in line with the offsider classification of this award.
- (iv) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award.

3. Commitment

- (i) The Transport Workers' Union will not be making any claim for wage increases (including any increases in expense related allowances) in relation to or in connection with the August 1997, June 1998 and June 1999 State Wage Cases or the 2000, 2001, 2002, 2003, or 2004 State Wage Cases. The wage increases arising under this award may be offset against any existing over award payments.
- (ii) The parties will continue to negotiate to ensure that as part of a service industry waste management contractors operate as flexibly as possible in order to meet customer demand.
- (iii) Employees within each grade in the new structure to be introduced are to perform a wider range of duties including work that is incidental or peripheral to their main tasks or functions.
- (iv) Subject to agreement at enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.
- (v) The parties will not create barriers to advancement of employees within the award structure or through access to training.
- (vi) The parties will cooperate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.

4. Training

- (A) Compulsory Induction Training
- (i) The purpose of this clause is to:
 - (a) ensure that employees are certified as competent to:
 - A. the F1 ("Follow OH&S Procedures") competency standard under the TDT 2002 nationally recognized training package; or
 - B. the Blue Card; or
 - C. other similar or better programme.
 - (b) encourage the attainment of a transferable skills base in occupational health and safety training for employees.

- (ii) Subject to subclause (iv), by 1 September 2004, an employer will ensure that each employee:
 - (a) Has attained:
 - A. the F1 ("Follow OH&S Procedures") competency standard under the TDT 2002 nationally recognized training package; or
 - B. the Blue Card; or
 - C. other similar or better programme; and
 - (b) Has attained the training specified in paragraph (a) of this subclause (ii) at no cost to the employee; and
 - (c) Has been provided with documentation confirming the attainment of the training specified in paragraph (a) of subclause (ii) of this clause.
- (iii) Subject to subclause (iv), after 1 September 2004 an employee must complete the training set out in subclause (ii) above within two (2) months of the commencement of his or her employment with an employer if the employee has not previously completed the training set out in 4(ii)(a) A or 4(ii)(a) B.
- (iv) An employer's obligations under subclauses (ii) and (iii), above, will not apply to a casual employee unless the engagement has been on a regular and systematic basis for a period of at least two (2) months.
- (v) Upon request of the Union, an employer who has implemented training as set out in 4(ii)(a) C will provide copies of the relevant training programme to the Union on a confidential basis for the purpose of the Union satisfying itself that the training is similar to or better than the training set out in 4(ii)(a) A or 4(ii)(a) B.
- (vi) If an employee or prospective employee is required to undergo training pursuant to subclause (ii), above, either prior to or after commencing employment, the employer or proposed employer will pay the employee or prospective employee an hourly rate for the actual hours spent in attending the training (excluding travel time). The hourly rate will be determined by dividing the weekly rate applicable for the employee's classification or proposed classification by 38 hours and will not include payment for any overtime or any other penalties including, but not limited to, allowances, shift allowances or loadings. An employee shall suffer no loss of ordinary time earnings as result of attendance at training provided pursuant to subclause (ii), above.

(B) Commitment to Training

- (i) The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of the waste management industry and its functions, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills;
 - (c) removing barriers to the utilisation of skills acquired.
- (ii) Following proper consultation through the establishment of a training committee, an employer shall develop a training programme consistent with:
 - (a) the current and future skill needs of the enterprise;
 - (b) the size, structure and nature of the operations of the enterprise;

- (c) the need to develop vocational skills relevant to the enterprise and the transport industry and the waste management industry through courses conducted by accredited educational institutions and/or providers.
- (iii) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
 - formulation of a training programme and availability of training courses and career opportunities to employees;
 - dissemination of information on the training programme and availability of training courses and career opportunities to employees;
 - the recommending of individual employees for training and reclassifications;
 - monitoring and advising management and employees on the on-going effectiveness of the training.
- (iv)
 - (a) Where, as a result of consultation through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause (ii) herein should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
 - (c) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (v) Subclause (i), (ii) and (iv) herein shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (i) herein. In this connection, the Union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the transport industry.
- (vi) Any disputes arising in relation to subclauses (ii) and (iii) shall be subject to the provisions of clause 30, Industrial Disputes and Grievance Procedure, of this award.

5. Casuals

- (i)
 - (a) Casuals shall be paid at the rate prescribed for the appropriate classification in Clause 2, Wages, and in addition thereto 20 percentum of such rate. This additional loading is deemed to include all amounts payable under the *Annual Holidays Act 1944*, for annual leave. This additional loading forms part of the casual rate for all hours worked, whether ordinary time or at prescribed penalty rates.

- (b) Subject to sub-clause 5(i)(c), irrespective of hours worked, a casual employee shall be paid for each engagement a minimum period of 7.6 hours. For all time worked in a day in excess of 7.6 hours, the overtime penalty rates prescribed in clause 10, Overtime, shall be payable on the casual rate.
- (c) casual non-driver employees who are wholly engaged at a waste transfer station or at a materials recycling facility shall be paid a minimum of four hours work for each start, provided that any casual (including labour hire personnel) who, prior to the making of this award was regularly engaged at the waste transfer station or the materials recycling facility shall continue to be paid for each engagement a minimum period of 7.6 hours. "Regularly" in this context means at least two engagements in four weeks. For all time worked in a day in excess of 7.6 hours, the overtime penalty rates prescribed in clause 10, Overtime, shall be payable on the casual rate.
- (ii) The number of casual employees engaged on a regular basis shall not exceed one quarter of the number of regular non-casual employees.
- (iii) Upon request, any employer employing casual employees under this award shall furnish an accredited representative of the Union with the number of employees engaged on any specified day showing separately the number of casuals employed on such day.
- (iv) In special circumstances, proof of which shall lie on the employer, casual labour may be used in excess of the award requirement in order to ensure that the work required to be done on that day is performed.

6. Part Time Employment

- (i) The employer may engage part time employees to work in accordance with a regular pattern on any seven days of the week at the appropriate rate of pay for the day worked. A part time employee shall not be paid:
 - (a) for less than 20 hours in a week; and
 - (b) shall not be paid for less than:
 - A. 7 hours 36 minutes on any day upon which the person works; or
 - B. if the employee is engaged as a non-driver, 4 hours on any day upon which the person works
- (ii) A part time employee is entitled to the pro rata benefits prescribed by this award or by Act of Parliament that would accrue to a full time employee working on the same day.
- (iii) A part time employee is entitled to the same period of notice as a full time employee in accordance with clause 19, Termination of Employment.
- (iv) The employment of a part time employee shall be confirmed in writing to the employee and the letter shall state the days and times upon which the part time employee is required to work. Any time worked outside the hours agreed to in such a letter shall be paid at overtime penalty rates.
- (v) In accordance with subclause (ii) of clause 5, Casuals, a part time employee shall be considered a casual employee for the purposes of that subclause and in no other respect.

7. Septic Tanks

- (i) Septic Tanks - Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleansing of septic tanks and/or septic closets and/or chemical closets by other than mechanical means; such work during weekends or at night shall not incur further overtime rates.

- (ii) Employees occupied on work in connection with the cleansing of septic tanks and/or septic closets and/or chemical closets by mechanical means shall be paid a minimum of four hours' pay for each period the employee is so engaged; time worked to include all time from the sanitary depot and return.

8. Hours of Employment

- (i) Subject to subclauses (ii), (iii) and (iv) of this clause and clause 8A, Afternoon and Night Shift Work, the ordinary hours of work for all employees shall not exceed 8 hours per day or 38 hours per week or 76 hours per fortnight or 152 hours per four weeks and such hours shall be worked between the hours of midnight Sunday and midnight Friday, inclusive.
- (ii) For employees engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins a system of variable working hours, which may include ordinary hours of up to 10 per day, or ordinary hours to be worked on Saturday or Sunday, may be worked throughout the whole week, Saturday and Sunday included, where there is agreement between the employees, the contractor and, where applicable, the Council; provided that the union and the relevant employer association are notified of and consent to such agreement. Such consent shall not be withheld unreasonably; provided further that if an organisation party to this award withholds its consent, the matter may be referred to the Industrial Relations Commission of New South Wales for decision.
- (iii) Employees not engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins and who are wholly engaged at a waste transfer station or at a materials recycling facility may:
 - (a) work ordinary hours on a Saturday and shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day; and/or
 - (b) agree to work ordinary hours on Sunday and shall be paid an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day.

NOTE: Employees don't have to work Sunday as an ordinary day but should an employee agree to this change it will form part of that employee's contract of employment.

- (iv) Any employee who is wholly engaged at a waste transfer station or at a materials recycling facility and who prior to the making of Transport Industry - Waste Collection and Recycling (State) Award 2000, published 30 March 2001 (323 IG 587) regularly worked ordinary hours Monday to Friday and overtime on the weekend and as a result of this award works ordinary time on the weekend shall receive not less than the amounts shown in the appropriate column in Table 3 of Part B of this award for the relevant classification for ordinary hours worked. "Regularly" in this context means at least two weeks in four. The amounts referred to in Table 3 are only payable in a pay week in which the employee worked ordinary hours on the weekend.
- (v) An employee who works ordinary hours on a Saturday and/or Sunday must have two consecutive days off (unless they are worked as overtime).
- (vi) The employer shall, within the limits of the hours above prescribed, have the right to fix the starting and ceasing times of its employees, which shall be posted in a conspicuous place in the garage or depot, but such times shall not be altered unless the employees so affected are given seven days' prior notice of such alteration; provided that in the event of a vehicle breakdown, the employer may upon giving to the employees a minimum of twelve hours' notice alter the commencing times of sufficient employees to enable the regular service to be maintained.

8A. Afternoon and Night Shift Work

- (i) For the purposes of this clause:
 - (a) "afternoon shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from 4pm to midnight inclusive on any Monday to Sunday.

- (b) "night shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from midnight to 4am inclusive on any Monday to Sunday.
- (ii) Employees not engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins who perform work on an afternoon shift from Monday to Friday (inclusive) shall be paid a loading of 20% in addition to their ordinary rate of pay.
- (iii) Employees not engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins who perform work on a night shift from Monday to Friday (inclusive) shall be paid a loading of:
 - (a) 30% in addition to their ordinary rate of pay
- (iv) Notwithstanding anything contained in this clause, afternoon shift shall be paid at the rate applicable to the day on which the majority of the ordinary hours are worked.
- (v) Notwithstanding anything contained in this clause, employees may only work ordinary hours on a Saturday or Sunday in the circumstances and subject to the conditions prescribed by subclauses (iii), (iv) and (v) of clause 8, Hours of Employment.
- (vi) Notwithstanding anything contained in this clause, employees who work afternoon or night shift on a Saturday or Sunday will not be entitled to any shift loading, but will be paid at the rates for Saturday and Sunday work.

9. Meal Times

Employees shall be allowed a break for a meal each day of not more than one hour's duration which shall be taken, as far as practicable, within a period of five hours of commencing work; provided that such arrangement may be altered by agreement between the employer and the employees.

10. Overtime

- (i) All time worked in excess of or outside the ordinary shift shall be overtime and shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter until the employee ceases duty or the ordinary starting time is reached, whichever first occurs.
- (ii) When an employee is called upon to work overtime and works 2 or more hours of such overtime, such employee shall be supplied by the employer with a suitable meal or be paid the sum specified in Item 9 of Table 2 of Part B of this award in lieu thereof for the first two hours or part thereof of overtime worked. Thereafter for every further four hours of overtime worked a further meal shall be provided or a further meal allowance in the sum specified in Item 9 of Table 2 of Part B shall be paid in lieu thereof.
- (iii) Notwithstanding subclause (ii) of this clause, in the case of an employee engaged by and employer on or before 26 September 1995 who regularly works overtime and who would not receive a meal or a meal allowance under subclause (ii) of this clause, such an employee after working any overtime shall be supplied by the employer with suitable meal or be paid the sum specified in Item 9 of Table 2 of Part B of this award in lieu thereof.
- (iv) In the calculation of overtime, portions of hours shall be taken to the nearest one-tenth of an hour.
- (v) Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by clause 2, Wages, of this award for the employee concerned by 38.
- (vi) Casual Employees - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay using a divisor of 38 to calculate the base hourly rate of pay.

11. Recall

An employee recalled to work overtime after leaving the employer's business premises shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled; provided that, any subsequent call-backs occurring within a four-hour period shall not attract any additional payment, provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

12. Saturday and Sunday Work

- (i)
 - (a) An employee required to work on a Saturday, where it is not worked as an ordinary day, shall be paid at the rate of time and one-half for the first two hours and double time thereafter for all time worked, with a minimum payment of four hours at the appropriate rate of pay, whether the employee works for that period of time or not.
 - (b) An employee who is required to commence work on a Saturday, other than an employee working an ordinary shift, at 12 noon or thereafter, shall be paid at double time for all time worked in lieu of the rate prescribed in paragraph (a) hereof.
- (ii) An employee required to work on a Sunday, other than an employee who has agreed to work Sunday as an ordinary day, shall be paid at the rate of double time for all time worked, with a minimum payment as for four hours' work at the appropriate rate of pay, whether the employee works for that period of time or not.
- (iii) For all work performed on Easter Sunday the rate of double time and one-half shall be paid with a minimum payment as for four hours, provided that such work continues until the employee is released from duty by the employer.
- (iv) The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate of pay prescribed by clause 2, Wages, of this award by 38.

13. Public Holidays

- (i) The days upon which the following holidays are observed shall be holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day together with any other days which may be proclaimed as holidays.
- (ii)
 - (a) Weekly Employees: All work performed on any of the abovementioned days (except Christmas Day and Good Friday) shall be paid for at the ordinary rate of pay for a rostered working day multiplied by two and one-half with a minimum payment as for seven hours thirty six minutes (Except in the case of litter bin collection or other agreed areas including emergency pump outs or the removal of dead animals where the minimum payment shall be as for four (4) hours work.) For all work performed on Christmas Day and Good Friday, the ordinary rate of pay for a rostered working day multiplied by three shall be paid with a minimum payment as for seven hours thirty six minutes work. (Except in the case of litter bin collection or other agreed areas including emergency pump outs or the removal of dead animals where the minimum payment shall be as for four (4) hours work.)
 - (b) Casual Employees: For all time worked by casual employees on a public holiday, except Christmas Day and Good Friday, a casual employee shall be paid the ordinary casual rate of pay multiplied by two and half with minimum payment as for 7 hours, 36 minutes and for all time

worked by casual employees on Christmas Day and Good Friday, a casual employee shall be paid the ordinary rate of pay multiplied by three with a minimum payment as for 7 hours, 36 minutes.

- (iii) In any week during which a holiday is observed on any day Monday to Friday, inclusive, the ordinary working time of such week shall be reduced by eight hours for each holiday occurring.
- (iv) No deduction of wages shall be made from the wages of a weekly employee who is not required to work on a holiday; provided that an employee who is required to work on a public holiday and who fails to report for duty shall not be paid for that holiday unless such employee is absent from work with reasonable excuse.

(NOTE: Due to the nature of the industry having regard to public health, employees are normally required to work on public holidays.)

- (v) An employee who is engaged on a biweekly service and who is not required to work on a holiday upon which were the day not a holiday normal domestic garbage service would have been provided shall be paid, if the employee attends for work on the next normal working day an additional amount equal to four hours' pay for the employee's classification prescribed by clause 2, Wages, of this award, for picking of extra work. This subclause shall apply to casual employees but the casual loading prescribed by clause 5, Casuals, of this award shall not be taken into account in calculating the additional amount prescribed by this subclause. This subclause shall not apply where the work would have been performed on a holiday when clean up only would have been performed.
- (vi) For the purposes of this award, 'Christmas Day' shall be 25 December in each year.
- (vii) Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by clause 2, Wages, of this award, for the employee concerned by 38.
- (viii) Casual Employees - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay using a divisor of 38 to calculate the base hourly rate of pay.

14. Union's Picnic Day

- (i) Easter Saturday shall be recognised as the union's picnic day.
- (ii) Subject to sub-clause 14(iii), a financial member of the union who is required to work on Easter Saturday shall be paid at the ordinary rate of pay multiplied by two and one-half in addition the payment prescribed by sub-clause 14(iv) for the actual time worked with a maximum payment as for eight (8) hours' work (except in the case of litter bin collection or other agreed areas where the minimum payment shall be as for four (4) hours' work).
- (iii) When Easter Saturday is proclaimed as a public holiday a financial member of the Union who is required to work on Easter Saturday shall be paid in accordance with Sub-clause 13(ii) in addition the payment prescribed by subclause (iv) for the actual time worked and sub-clause 14(ii) shall have no application.
- (iv) In addition to all other payments due to an employee, where such an employee is a financial member of the union then that employee shall, upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- (v) For the purpose of this clause "financial member of the union" shall mean an employee who is at the time of the picnic day a financial member, or who was a financial member of the union as at 31 December of the preceding year.
- (vi) An employer's obligations under this clause will not apply to a casual employee, unless the casual employee is a union member and has worked for one employer on Easter Saturday or on any day in the week before or after Easter Saturday.

15. Annual Leave

- (i) Weekly Employees -
- (a) Every employee shall become entitled in respect of each year of employment to four consecutive weeks' annual leave exclusive of public holidays. For each public holiday occurring during the period of annual leave, an additional day shall be added to the employee's leave for each such holiday occurring.
 - (b) An annual holiday of four weeks shall be given and taken in one consecutive period, or, if the employee and employer so agree, in two separate periods. The employee and the employer may also agree for annual leave to be taken in shorter periods of a minimum of one day, provided that not more than five (5) days out of the employee's yearly entitlement to annual leave is so taken.
 - (c) Upon termination of employment an employee shall be entitled to payment for all untaken leave together with such sum as bears the same ratio to four weeks' pay as the employee's number of months' service since the employee last became entitled to leave bears to one year, or in the case of an employee whose period of service is less than one year to payment of such sum as bears the same ratio to four weeks' pay as the employee's number of months' service bears to one year.
 - (d) An employee at the time of entering upon a period of annual leave, in accordance with this award, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of 3.166 hours ordinary pay for each month; provided that the maximum amount payable for any twelve month period shall not exceed thirty-eight (38) hours.
- (ii) The casual rate of pay prescribed by this award includes an allowance for entitlement under the *Annual Holidays Act 1944*.

16. Sick Leave

- (i) Employees shall be entitled to absences through illness of up to 10 days or 76 hours per annum.
- (ii) Notwithstanding the provisions of subclause (i) of this clause, after 3 months' continuous service with an employer, an employee is entitled to 38 hours of paid sick leave during the first year of service and is entitled to 76 hours of paid sick leave during the second and each subsequent year of service.
- (iii) Sick leave not taken in any year shall accumulate from year to year to be taken when justified in a later year of service without diminution of the sick leave prescribed in respect of that year.
- (iv) Before being paid for sick leave:-
- (a) the employee must furnish to the employer such evidence as the employer may reasonably require that the employee was unable, by reason of illness or injury or elective surgery (including dentistry), to attend for duty on the day for which sick leave is claimed; and
 - (b) the employee must have notified the employer of the inability to attend for duty before the employee's normal starting time, or if that is not practicable before the end of the employee's normal ceasing time on that first day. When telling the employer of the inability to attend for work on that day the employee must say how long the absence is estimated to last and the nature of the illness. If it turns out later that the absence will be longer than the employee first estimated then the employee must inform the employer of the revised estimate of length of absence before the original estimate of absence has expired.

Any dispute over whether these conditions have been met must be dealt with in accordance with clause 30, Industrial Disputes and Grievance Procedure. Any special case will be dealt with on its merits.

17. Personal/Carers' Leave

(i) Use of Sick Leave

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in 17(i)(c) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 16 of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care of the person concerned; and the person concerned being :
- (1) a spouse of the employee; or
 - (2) 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
 - (3) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling the employee of spouse or de facto spouse of the employer; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

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

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

 'household' means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in clause 17(i)(c) above who is ill.

(iii) Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five (5) days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

- (b) Access to annual leave, as prescribed in clause 17 (iii) (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with clause 17(iv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
 - (d) Where no election is made in accordance with clause 17(iv)(a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-Up Time
- (a) An employee may elect, with the consent of the employer, to work 'make-up time', under 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.
- (vi) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take 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 employer.
 - (d) This subclause is subject to the employer informing the union where it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

17A. Employment Protection for Defence Force Reserves

See *Defence Reserve Service (Protection) Act 2001* (Cth).

18. Long Service Leave

See *Long Service Leave Act 1955*.

19. Termination of Employment

- (i) Where termination is initiated by an employee, the employee must give one week's notice of termination of employment to the employer or forfeit one week's pay in lieu thereof.

- (ii) Where termination is initiated by the employer, the employer must give the employee notice in accordance with the following table:

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than one year	At least one week
More than one year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (iii) Instead of notice the employer may give the employee compensation which must equal the total of all amounts that the employer would have become liable to pay if the employee's employment had continued until the end of the required period of notice.

This total must be worked out on the basis of:

- (a) the employee's ordinary hours of work (even if they are not standard hours) and
- (b) the amounts payable to the employee in respect of those hours, including (for example) loadings, allowances and penalties;
- (iv) Notwithstanding subclauses (ii) and (iii) of this clause, an employer need not give any notice if the employee is guilty of serious misconduct.

20. Pay Day

- (i) All wages shall be paid weekly by cash or by electronic funds transfer on any weekday Monday to Friday, as determined by the employer, but the day on being fixed shall not be altered more often than once in three months.
- (ii) No employer shall hold more than one day's wages in hand.
- (iii) Wages shall be paid without unnecessary delay after the employee's rostered finishing time on the day set apart as the pay day. An employee kept waiting for wages owing on pay day for more than a quarter of an hour after the employee's rostered finishing time shall be paid at overtime rates after a quarter of an hour with a minimum payment for a quarter of an hour. Notwithstanding the foregoing, the provisions of this subclause shall not apply where the delay is outside the employer's control (proof of which shall be on the employer).
- (iv) Casual employees shall be paid at the end of each day or at the termination of their casual employment.
- (v) Where an employer has more than one yard, arrangements as to the place of payment of wages shall be mutually agreed upon between the employer and employees; failing an agreement the matter may be referred to the Conciliation Committee for decision.
- (vi) Notwithstanding the provisions of subclause (i) of this clause, by mutual agreement an employee may be paid wages directly into an account standing to the credit of the employee.

21. Board and Lodging

It shall not be a term of employment that an employee shall board or lodge with the employer or at the employer's expense.

22. General Conditions

- (i) No employee shall be required or permitted to lift any garbage receptacle by hand in excess of 32 kilograms total weight, is. weight of can and contents, unless adequate assistance is provided.
- (ii) Only approved garbage cans with tight fitting lids and/or approved garbage bags and/or mobile carts shall be collected or emptied.

- (iii) No employee shall be required or permitted to lift, collect, empty or otherwise manually handle any garbage bin in excess of a maximum of 0.056 cubic metre capacity; or which is not in an upright position; provided that this subclause shall not apply to a bin or cart which is equipped with wheels and handles and is designed to be lifted and emptied by hydraulic means.
- (iv) Employees and all other parties to this award shall be required to observe the relevant Road Transport Legislation and Regulations during the course of employment.
- (v) Each contractor shall have regular assessments (including a count of all receptacles picked up) made at least once in every twelve months in order to adjust the work load and ensure it is not excessive.

23. Safety and Occupational Health Requirements

- (i) The employer shall provide:
 - (a) vehicles used in the collection, transportation and disposal of waste shall be of high visibility and fitted with a flashing light or lights visible from all points around the vehicle;
 - (b) to employees suitable high visibility clothing with reflective material provided that nothing in this paragraph shall be deemed to exclude the use of the company's name, logo or telephone number; clothing provided in accordance with this paragraph shall not be loose fitting;
 - (c) to employees suitable footwear having regard to the work performed and the prevailing conditions including the state of roads, pavements and topography in the areas in which the work is to be performed;
 - (d) after consultation with a medical officer, a qualified occupational health nurse or an appropriate officer from the Department of Industrial Relations and Employment, suitable first-aid kits to be carried in each vehicle.
 - (e) torch and batteries for drivers and offsideers as reasonably required.
- (ii) The employer shall have available:
 - (a) waterproof clothing consisting of waterproof coat, hat or cap or southwester for each employee required to work out of doors in wet weather;
 - (b) suitable gloves.
- (iii) A first-aid outfit shall be kept and maintained by the employer at each establishment, yard, depot and garage where there are employees covered by this award. Such outfit is to comprise a First-aid Ambulance Chest, which shall:
 - (a) be of wood or metal, be dust-proof and be distinctively marked with a white cross upon a green ground;
 - (b) be so equipped and maintained as to contain at least the articles and appliances specified by clause 20 of the NSW Occupational Health and Safety Regulation, 2001;

(NOTE: The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the First-aid Ambulance Chest.)
 - (c) contain nothing except requisite articles and appliances for first-aid;
 - (d) be readily accessible to the persons employed in the establishment, yard, depot and garage; and
 - (e) be placed under the charge of a responsible person or persons who or one of whom shall always be readily available during working hours. A clearly legible notice stating the names of the

person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

- (iv) No employee shall enter the back of a vehicle while the motor is running, place his/her hands in a bin while it is being emptied, fail to keep clear of lifters when hydraulics are engaged, ride on the back of a vehicle while it is reversing, cross the road in front of a collection vehicle, ride on the outside of a cabin of a collection vehicle, fail to keep clear of the back door while the vehicle is tipping, place garbage receptacles on the road or road shoulder, or obstruct his/her natural hearing.
- (v) Where one or more offsiders are engaged on waste collection, the driver of a collection vehicle shall be aware of the location of offsiders at all times and remain in the cabin while the collection vehicle is in use.
- (vi) It shall be the duty of an offsider to guide the collection vehicle while it is reversing, be aware of, and act appropriately, watch traffic movement around the collection vehicle.
- (vii) Where safety clothing and footwear has been provided by the employer in accordance with this clause it shall be the duty of the employee to wear such clothing and footwear at all times while the employee is at work.
- (viii) The employee shall not obscure high visibility clothing in any way.
- (ix) No unauthorised persons, animals or goods of any kind shall be allowed in the cabin of collection vehicles.
- (x) Where an employee comes into contact with direct or reflected sunlight during working hours and requires special clothing and/or headgear to protect himself/herself from the sun these shall be provided, free of cost, by the employer.
- (xi) An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with Australian Standard, AS 1067 Sunglasses, free of cost, by the employer. Those employees who require Safety Sunglasses shall be provided, free of cost, by the employer, with Australian Standard AS 1337 or AS 1338 Safety Sunglasses.
- (xii) An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with sufficient quantities of broad spectrum SPF 30+ Sunscreen to protect himself/herself from the sun, free of cost, by the employer.

24. Union Delegate

- (i) An employee appointed as union delegate in the yard, depot or garage shall, upon notification thereof to the employer by the branch or sub-branch secretary of the union, be recognised as the accredited representative of the union.
- (ii) Any matter arising in the yard, depot or garage affecting members of the union may be investigated by the delegate and discussed with the employer or the employer's representative. The delegate shall, upon request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the delegate and the employer.
- (iii) If a matter in dispute is not settled the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned.

25. Notice Board

The employer shall supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the yard, depot or garage upon which accredited representatives of the union shall be permitted to post formal union notices signed by the representative or representatives.

26. Transport Workers' Union

The role of the Transport Workers' Union as the representative of the industrial interests of employees under this award is recognised.

27. Right of Entry

See Part 7 of Chapter 5 of the *Industrial Relations Act 1996*.

(NOTE : This provides that a duly accredited representative of the union shall have the right to enter any workplace or premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements of the *Industrial Relations Act 1996* and in such investigations inspect time and pay sheets - so long as the accredited representative does not unduly interfere with the work being performed by any employee during working time.)

28. Mixed Functions

- (i) Where an employee is called upon in any day to do any work for which a higher rate of pay is payable than the employee's ordinary rate of pay:
 - (a) where the time worked is less than 2 hours, the employee will be paid the higher rate for the time worked; and
 - (b) where the time worked is 2 hours or more, the employee will be paid the higher rate for the whole day.
- (ii) When an employee is called upon to do any work for which a lower rate of pay is so prescribed, such employee shall suffer no reduction in pay during such period.

29. Away-from-Home Allowance

All reasonable expenses, including out-of-pocket and travelling expenses, incurred by an employee who is required, because of the employee's duties, to remain away from home overnight, shall be paid by the employer.

30. Industrial Disputes Procedure

In the event of a question, dispute or difficulty arising at a workplace:

- (i) The matter shall first be raised with the workplace supervisor and agreement sought.
- (ii) If the dispute is not resolved at this level, the matter may be discussed between the Union delegate and the workplace manager.
- (iii) Should the dispute remain unresolved, the matter may be referred to an official of the Union, who shall discuss it with senior management. The employer may, if so desired, be represented by a representative of an employer association of which the employer is a member.
- (iv) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales or the Transport Industry - Sanitary and Garbage (State) Conciliation Committee.
- (v) Reasonable time limits will be allowed for discussion at each level of authority.
- (vi) While the procedure is being followed, normal work will continue as directed.

30A. Anti-Discrimination

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

31. Definitions

- (i) "Blue Card" means a safety initiative for the transport and waste collection industries, based upon the Transport and Distribution ("TDT 2002") nationally recognised level 1 training competency. Blue Card compels employees to familiarise themselves with, and follow, occupational health and safety procedures. Blue Card is conducted by a registered training provider that is licensed to deliver Blue Card.
- (ii) Casual employee means an employee not engaged as a weekly employee.
- (iii) Christmas Day means the 25th day of December of each year.
- (iv) Depot Hands (Sanitary Work) means employees engaged in any or all of the following duties : Ploughing-in night-soil, washing and tarring pans, assisting in unloading night-soil, loading pans at the depot, attendance on boilers, cleaning, washing and greasing of vehicles in the depot, cleaning premises at depot and the attendance (including grooming, stabling and feeding) upon horses.
- (v) Depot Hands (Garbage Work) means employees engaged in any or all of the following duties : Assisting in loading and unloading garbage at the depot or tip, supervision at garbage tip, attendance on burners, cleaning, washing and greasing of vehicles in the depot, cleaning of premises at depot or tip and attendance (including the grooming, feeding and stabling) upon horses.
- (vi) 'Union' means the Transport Workers' Union of New South Wales.
- (vii) Leading Hand means an employee appointed as such by the employer and who will have the responsibility of hiring casual labour for the purposes of carrying out responsibilities for the specified work and other such duties as specified by the contractor but shall not have the right to terminate any permanent employee.

- (viii) Driver means an employee engaged to control any vehicle specified in this award. A driver shall be responsible for normal maintenance checks on a vehicle in the driver's control, i.e. refuelling, engine oil, battery water levels, radiator water levels and tyres. The employee shall also be responsible for reporting any defect on such vehicle to the yard supervisor.
- (ix) Extra Hand, Loader, Offsider or Assistant means an employee engaged in the collection, removal and disposal of household garbage when placed out in approved receptacles, and garden refuse and yard rubbish when properly packaged or bundled and capable of being handled by one man with safety.
- (x) Intermodal Facility Operator means an employee who unloads filled containers from railway trucks or vehicles engaged in transportation of waste to waiting vehicles for further transport and loading empty containers from waiting vehicles on to railway trucks.
- (xi) Tipping Platform Operator means a person operating a platform from which delivered containers of waste are emptied at a landfill site.
- (xii) Waste Disposal Site means any site where liquid and/or solid waste is either permanently deposited or converted to an alternative use for recycling and shall include incinerators and/or other means of destruction.
- (xiii) Recycling and Transfer Depots means facilities at which waste is received and subsequently dispatched for the purposes of recycling and/or disposal.
- (xiv) Alternative Waste Treatment Facilities means facilities at which solid waste, class 1, is received, sorted and/or treated and subsequently dispatched for the purposes of disposal and/or recycling and/or reuse.

32. Jury Service

- (i) In the event of an employee being required to attend on jury service the employee shall be paid the difference between the normal rate of wage and such fees as the employee is paid for the jury service.
- (ii) Written proof of attendance and of the amount received in jury fees shall be submitted to the employer.

33. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in sub-clause 17(i)(c). An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death outside of Australia of a person prescribed by the said subclause 17(i)(c), where such person travels outside Australia to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in paragraph 17(1)(c), Personal Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclause 17(ii), 17(iii), 17(iv), 17 (v) and 17(vi). In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

34. Leave to Attend Trade Union Training Courses

- (i) An employee who has been sponsored by the union to attend a course of training conducted by or with the support of the Trade Union Training Authority and who does so attend shall be paid by the employer at ordinary rates for the days upon which the employee is absent from work due to attendance at the said course; provided that no employer shall be called upon to pay more than six days' leave in total per calendar year irrespective of the number of the employees who attend the aforementioned courses.
- (ii) An employee who has completed a basic trade union training course in accordance with subclause (i) of this clause and who is desirous of attending a longer trade union training course and who is sponsored by the union to attend such course conducted by or with the support of the Trade Union Authority and who does so attend shall be paid by the employer at ordinary rates for the days upon which an employee is absent from work due to attendance at the said course; provided that no employer shall be called upon to pay in accordance with this subclause more than ten days' leave in total per calendar year at any yard irrespective of the number of its employees who attend the aforementioned courses.

35. Attendance at Repatriation Centres

Permanent employees, being ex-service personnel, who are not reimbursed by the Department of Repatriation, shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment, provided that

- (i) such lost time does not exceed four hours;
- (ii) an employee produces evidence satisfactory to the employer, that the employee is so required to and/or does attend a repatriation centre.

36. Employee Deductions

- (i) All non statutory, agreed and subsequently authorised deductions from an employee's pay shall be applied to the purpose of the deduction:
 - (a) within thirty days of the end of the month of the deduction occurring; or
 - (b) no later than the date when the instalment is due to be paid to the recipient institution where the recipient institution has an instalment period of longer than thirty days.
- (ii) The employer shall generate and maintain records of the following transactions:
 - (a) Deductions. Such deductions shall appear on the employee's next pay advice; and
 - (b) Payments to recipient institutions. The employer shall provide the employee with evidence that such a payment has been made upon the request of the employee.

37. Leave Reserved

Leave is reserved to the Union to apply in respect of:

Chain of Responsibility

Job Security (Including portability of Long Service Leave and job offers on change of contracts)

Transport Worker Assistance and Retraining

38. Area, Incidence and Duration

This award rescinds and replaces the Transport Industry - Waste Collection and Recycling (State) Award, published 19 December 2003 (342 I.G. 447).

It shall apply to all employees performing work within the classifications specified herein and drivers, loaders and extra hands employed on motor or other power propelled vehicles, carters, extra hands, grooms, stablemen, night-soil depot hands and extra hands employed in sweeping gutters, employed on or in connection with the removal and disposal of night-soil or garbage (including trade waste, sullage and at transfer stations and other waste disposals sites, including land fill, incinerators, recycling depots, &c.) in the State, excluding the County of Yancowinna, within the jurisdiction of the Waste Industry Collection and Transportation Recycling and Disposal Industry (State) Industrial Committee.

It shall take effect from the beginning of the first pay period to commence on or after 1 November 2005 and shall have a nominal term of one year.

PART B

MONETARY RATES

Note: Pay rates effective from the beginning of the first pay period to commence on or after 1 November 2005.

Table 1- Wages

(i) Adult Employees

Item	Classification	Rate per week \$
1	A (1)	572.35
2	A (2)	614.70
3	A (3)	646.05
4	A (4)	678.20
5	B (1)	656.70
6	B (2)	673.15
7	B (3)	697.15
8	B (4)	711.70
9	B (5)	741.90
10	B (6)	762.40
11	B (7)	763.15
12	B (8)	807.40
13	B (9)	813.70

(ii) Junior Employees

Years of Age	Rate per week \$
16	343.65
17	405.60
18	475.15
19	542.20
20	Adult Rate

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Rate - per week unless otherwise indicated \$
1	2(ii)(a)	-	
2	2(ii)(b)	In lieu of additional sick pay	11.35
3	2(ii)(c)	Drivers of vehicles with dual front steering	10.00

4	2(ii)(d)	Drivers of articulated vehicles where the semi-trailer has A single axle	27.60
		Two axles	36.00
		More than two axles	43.25
5	2(ii)(e)	Drivers of motor vehicles with a trailer attached	34.55
6	2(ii)(f)	Using boats as part of duties	28.05
7	2(ii)(g)	Leading Hands - In charge of: Over 3 and up to 8 employees Over 8 and up to 15 employees Over 15 employees	17.45 26.05 34.85
8	2(ii)(h)	First-aid allowance	3.00
9	10(ii),(iii)	Meal allowance	9.90

Table 3 - Income Protection

Classification	Saturday as an Ordinary Day \$	Sunday as an Ordinary Day \$	Saturday and Sunday as Ordinary Days \$
Adult			
A (1)	596.25	607.50	776.25
A (2)	642.55	654.70	836.55
A (3)	676.75	689.50	881.00
A (4)	711.85	725.30	926.80
B (1)	688.30	701.30	896.10
B (2)	706.43	719.75	919.70
B (3)	732.50	746.35	953.65
B (4)	748.55	762.70	974.55
B (5)	781.60	796.35	1017.55
B (6)	803.95	819.10	1046.60
B (7)	804.75	819.95	1047.70
B (8)	853.16	869.25	1110.70
Junior (Years)			
16	375.75	382.85	489.15
17	443.40	451.75	577.25
18	519.40	529.20	676.20
19	592.75	603.95	771.70

P. J. SAMS *D.P.*

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(1826)

SERIAL C3965**IAN THORPE AQUATIC CENTRE PROJECT AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Master Builders' Association of New South Wales, industrial organisation of employers.

(No. IRC 4167 of 2005)

Before The Honourable Justice Walton, Vice-President

18 August 2005

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Objectives
3.	Definitions
4.	Application
5.	Duration
6.	Industry Standards
6.1	Superannuation and Redundancy
6.2	Top Up/24 Hour Income Protection Insurance
6.3	
(a)	Project Productivity Allowance
(b)	Transport Drivers
7.	Environment, Health, Safety and Rehabilitation (EHS&R)
7.1	Induction
7.2	Environment, Health and Safety Plans
7.3	The Safety Committee
7.4	Safety Procedures
7.5	OH&S Industry Induction
7.6	Formwork Safety
7.7	Temporary Power/Testing and Tagging
7.8	Crane Safety
8.	Dispute Resolution
8.1	Employer specific disputes
8.2	Project Wide Disputes
8.3	Demarcation Disputes
8.4	Procedures to prevent Disputes Regarding Non-Compliance
9.	Monitoring Committee
10.	Productivity Initiatives
10.1	Learning Initiatives
10.2	Inclement Weather
10.3	Rostered Days Off
10.4	Maximising Working Time
10.5	Hours of Work
11.	Immigration Compliance
12.	Long Service Compliance
13.	No Extra Claims
14.	No Precedent
15.	Single Bargaining Unit
16.	Union Rights
16.1	Visiting Union Officials

- 16.2 Project Delegate
- 16.3 Union Membership
- 17. Australian Content
- 18. Protective Clothing
- 19. Workers Compensation and Insurance Cover
- 20. Apprentices
- 21. Training and Workplace Reform
- 22. Project Death Cover
- 23. Anti-Discrimination
- 24. Personal/Carers Leave
 - 24.1 Use of Sick Leave
 - 24.2 Unpaid Leave for Family Purpose
 - 24.3 Annual Leave
 - 24.4 Time-off in Lieu of Payment for Overtime
 - 24.5 Make-up Time
 - 24.6 Rostered days off
- 25. Leave Reserved
- 26. Project Close-Down Calendar

Annexure A

Annexure B

2. Objectives

- 2.1 The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:
- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
 - (b) Continued development of more effective management practices;
 - (c) Continued development of communication processes, which facilitate participation by all Employers, Employees and Unions.
 - (d) Introduction of new technology and associated change to enhance productivity;
 - (e) Improved quality of work;
 - (f) Increased scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees.
 - (g) Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
 - (h) Provision of high standards of occupational health & safety on the Project;
 - (i) Improved impact of the Project on the environment;
 - (j) Implementation of this Award, and compliance with all relevant statutory provisions;
 - (k) Elimination of unproductive time;
 - (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
 - (m) Improved wages and conditions for all employees working on the project;
 - (n) Increased leisure time for employees by eliminating excessive hours of work.

- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) Encourage all employers to have Enterprise Agreements with the relevant union or unions.

3. Definitions

"Award" means the Ian Thorpe Aquatic Centre Project Award 2005.

"Employer Name" means Belmadar Constructions Pty. Ltd. of 1 - 3 Ricketty Street MASCOT NSW 2020.

"Code of Practice" means the New South Wales Government Code of Practice for the Construction Industry.

"Employee" means a person engaged by an Employer and who performs work on the Project.

"Employer" means Belmadar Constructions Pty. Ltd. and/or any subcontractor/s engaged to work on the Project.

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

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

"Environment Health Safety and Rehabilitation Policy" means either of the plan or policy devised and implemented by the Project Manager for the Project (as amended from time to time).

"Monitoring Committee" means the committee established under clause 9 of this Award.

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

"Practical Completion" means the completion of the Project where the building is fit for occupancy and/or purpose.

"Project Milestones" means the milestones listed in Clause 6.3 and varied by the Monitoring Committee from time to time.

"Project" means the construction works contracted to Belmadar Constructions Pty. Ltd. at the corner of Harris and William Henry Streets ULTIMO, NEW SOUTH WALES.

"Project Manager" means the Project Manager appointed by Belmadar Constructions Pty. Ltd. from time to time.

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

"Unions" means each of the Unions listed in Part 2 of Annexure A.

4. Application

- 4.1 This Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- 4.2 Where Belmadar Constructions Pty. Ltd. engages sub-contractor/s, it shall make it a condition of any contract that it enters into with its sub-contractor/s that they will not employ or otherwise engage persons on conditions which are less favourable than those set out in this Project Award.
- 4.3 The Parties also acknowledge and agree that the terms of this Award form part of the tender conditions for subcontract work on this Project.

- 4.4 This Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, the Unions NSW and the Unions, to manage those issues on the Project which affect more than one Employer.

5. Duration

- 5.1 This Award shall operate on and from 1 August 2005 until Practical Completion.

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The Parties acknowledge that a contribution of \$100.00 per week or 9% of ordinary time earnings (whichever is the greater) will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWU or other schemes approved by the Parties for each of their employees. Apprentices/trainees will receive a contribution of 9% of ordinary time earnings whilst engaged on the project.
- (b) The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the parties. The employers shall make a contribution of \$40.00 per week for apprentices/trainees working on the project.

6.2 Top Up/24 Hour Income Protection Insurance

- (a) Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the UPLUS scheme or other similar schemes, which are approved by the parties to this Award.

6.3 Project Productivity Allowance

- (a) Subject to subclause 6.3(b) and 6.4 the Employer will pay a project allowance for persons engaged on the project of the following amounts for each hour worked on the Project.

From the date of approval of this Award by the Commission; \$1.50 per hour.

After a period of six months following the date of approval of this Award by the Commission until practical completion; \$1.75 per hour.

This payment does not attract any penalty or premium.

- (b) Productivity Allowance Payment - Project Milestones.
- (i) the performance payment shall relate to achievements for works completed to Project Milestones.
- (ii) the monthly reviews will certify the achievement of Project Milestones for the purpose of entitlement to the payment for works completed.
- (iii) in the event that a Project Milestone is not achieved, the Monitoring Committee shall meet to determine:

The reason why the date of the relevant Project Milestone was not achieved.

The action required catching up to the Project Milestone.

If payment shall continue for the coming month.

- (iv) However, if in spite of the parties best efforts, a Project Milestone is not achieved for two consecutive months and there are not extenuating circumstances then the Monitoring Committee shall meet to discuss why that target has not been achieved and how best, time can be made up to ensure Project Milestone (s) are achieved.
- (v) If a Project Milestone Date is not achieved and there are not extenuating circumstance(s) acceptable to the Monitoring Committee, and then no payment will be made against achievement of that Milestone.
- (vi) If in the following period(s) work catches up to allow achievement of the subsequent Project Milestone(s) then a payment shall be made and shall include payment(s) for the preceding Project Milestone.
- (vii) The parties agree that the Belmadar Constructions Pty. Ltd. Project Manager, in conjunction with the Monitoring Committee shall determine if the identified Milestones for the Project have been achieved.
- (viii) Project Productivity Allowance Payment Application Matrix

TYPE OF ACTIVITY	PRODUCTIVITY INCENTIVE PAYMENT PAYABLE FOR
Productive Work	Payable
Sick Leave	Not Payable
Annual Leave	Not Payable
Public Holidays	Not Payable
Rostered Days Off	Payable
Approved Training	Payable
Jury Duty	Not Payable
Bereavement Leave	Not Payable
Inclement Weather	Payable whilst on site
Any other Paid Downtime	Not Payable whilst off site

- (ix) The Template Project Milestones:

Project Milestone No 1: - Commence structural steel erection

Completion Date 16 January 2006

Project Milestone No 2: - Hydrostatic Testing of the main pool

Completion Date 9 August 2006

Project Milestone No 3: - Practical Completion Portion 1

Completion Date 30 November 2006

6.4 Transport Drivers

- (a) Employees - Rates of Pay

It is further agreed that any Transport Worker carrying out work relating to the Project will be paid, in addition to their Award or Enterprise Agreement rate of remuneration, any applicable Project productivity allowance, provided that the driver has had a regular involvement of two (2) hours or more on any day with the project.

(b) Contract Carrier

The Parties agree that all Contract Carriers involved in the Transport Industry shall be paid the rates of pay applicable under the Transport Industry Excavated Materials Contract Determination for the cartage of materials to, on and from the site.

(c) GST

Rates paid to contractor's carriers, including any applicable project productivity allowance, shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid to the carrier for contracts of carriage (the GST amount). The total fee payable to the contract carrier shall be the sum of the remuneration payable and the GST Amount.

7. Environment, Health, Safety and Rehabilitation (EHS&R)

7.1 Induction

- (a) All Employees must attend an agreed EHS&R site induction course on commencement of engagement on site.
- (b) All transport workers involved on the project shall undertake an appropriate Blue Card Induction Program conducted by a licensed Blue Card Training Provider in conjunction with the employer and the Transport Workers' Union.

7.2 Environment, Health and Safety Plans

- (a) All Employers must submit an environment, health safety and rehabilitation management plan. These plans should include evidence of:
 - (i) risk assessment of their works;
 - (ii) hazard identification, prevention and control;
 - (iii) planning and re-planning for a safe working environment;
 - (iv) industry and trade specific induction of Employees;
 - (v) monitoring performance and improvement of work methods;
 - (vi) reporting of all incidents/accidents;
 - (vii) compliance verification; and
 - (viii) regular EHS&R meetings, inspections and audits of the Project.

7.3 The Safety Committee

- (a) The Safety Committee will be properly constituted with an agreed constitution. All members of the safety committee will undertake agreed Occupational Health and Safety training with Comet Training or other agreed providers.

7.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.
- (b) If the Project Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Project Manager on recommendation from the Safety Committee) will

implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.

- (c) The Parties agree that pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those employers may direct employees to move to a safe place of work. No employee will be required to work in any unsafe area or situation.

7.5 OH&S Industry Induction

No person will be engaged on site unless he/she has completed the WorkCover NSW Accredited OH&S Industry Induction Course.

7.6 Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an employee does not have a Certificate of Competency, Comet or an agreed appropriate authority will be contacted to assess the qualifications of the relevant employee. Further, all contractors engaged on site to perform work shall fully comply with AS 3610 Formwork for Concrete.

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

No mobile crane will be allowed on the project site unless it has been certified by Cranesafe Australia (New South Wales). Such cranes will be required to display their current Cranesafe inspection label and RTA Registration Certificate.

8. Dispute Resolution

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

8.1 Employer Specific Disputes

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

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of the Employer and the Union delegate;
- (c) Discussion between site management representatives of the Employer and the Union organiser;
- (d) Discussion between senior management of the Employer, Belmadar Constructions Pty. Ltd. and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and Belmadar Constructions Pty. Ltd. Industrial Relations Manager (or nominee);

- (f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).
- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

8.2 Project Wide Disputes

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

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

8.3 Demarcation Disputes

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

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

8.4 Procedures to prevent Disputes Regarding Non- Compliance

- (a) Belmadar Constructions Pty. Ltd. in association with the accredited site union delegate will check monthly payments of subcontractors companies engaged on site in relation to superannuation, redundancy and extra insurance to ensure payments for employees have been made as required. Belmadar Constructions Pty. Ltd. and site delegate shall also check that employers have not introduced arrangements such as and not limited to 'all-in' payment (where such payments have not been incorporated into Enterprise Agreements as defined under Clause 3 of this Award) and or 'cash-in-hand' payments, (i.e. payments designed to avoid tax and other

statutory obligations and sham subcontract arrangements.) Where such practices are identified Belmadar Constructions Pty. Ltd. will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.

- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations.
- (c) In accordance with Section 127 of the *Industrial Relations Act* 1996, Section 175(b) of the *Workers' Compensation Act* 1987 or Part 5B s1G-31J of the *Payroll Tax Act* 1971 the principal contractor will obtain all applicable Sub-Contractors Statements regarding workers' compensation, payroll tax and remuneration. A copy of these statements will be available on request to an accredited trade union officer or site delegate.
- (d) The union delegate or union official shall advise Belmadar Constructions Pty. Ltd. if they believe the information which has been provided by any sub-contractor is not correct.
- (e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this award.

9. Monitoring Committee

- 9.1 The Parties may establish a committee to monitor the implementation of this Award.
- 9.2 This Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- 9.3 The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
 - (a) developing more flexible ways of working;
 - (b) enhancing occupational health and safety;
 - (c) productivity plans, and
 - (d) compliance with Award and other statutory requirements by employers.
- 9.4 If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

10. Productivity Initiatives

10.1 Learning Initiatives

Each Employer shall be required to demonstrate to Belmadar Constructions Pty. Ltd. implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement Weather

- (a) The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.
- (b) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:
 - (i) Adoption of a reasonable approach regarding what constitutes inclement weather;
 - (ii) Reasonable efforts will be made to access the workforce in the event of inclement weather.

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

10.3 Rostered Days Off

- (a) Subject to Clause 25 a procedure for the implementation of Rostered Days Off (RDO's) will be agreed on the Project. The purpose which is to:
 - (i) increase the quality of working life for Employees; and
 - (ii) increase the productivity of the Project.
- (b) A roster of RDO's will be prepared, following consultation with the workforce and parties to this Award.
- (c) Records of each Employee's RDO accruals will be recorded on the employees pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.
- (d) Where practicable, Saturday work prior to the published industry RDO's will not be worked.

10.4 Maximising Working Time

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

10.5 Hours of Work

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

11. Immigration Compliance

- 11.1 The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Belmadar Constructions Pty. Ltd. of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, Belmadar Constructions Pty. Ltd. will act decisively to ensure compliance.
- 11.2 Employers are required prior to employees commencing work on-site to check the legal right of employees to work. The authorization form attached to this Award as per Appendix B will assist in providing evidence of the employee's legal status.

12. Long Service Compliance

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

13. No Extra Claims

- 13.1 The Parties agree that they will not pursue extra claims in respect of matters covered by this Award (including but not limited to any claim for a disability allowance) during the term of this Award.

14. No Precedent

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

15. Single Bargaining Unit

- 15.1 This Award was negotiated by the Unions NSW on behalf of the Unions and by Belmadar Constructions Pty. Ltd. in its own right and on behalf of the Employers.

16. Union Rights

The Parties to this award acknowledge the right of employees to be active union members and respect the right of the union to organize and recruit employees. The Parties to this award also acknowledge that good communication between the union official, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

16.1 Visiting Union Officials

Union officials (party to this Award) when arriving onsite, shall call at the site office and introduce themselves to a Management representative of the Employer, prior to pursuing their union duties.

- (a) Union officials shall produce their right of entry permits, if required, and observe the relevant Building Awards, the Occupational Health and Safety Act and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.
- (d) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided the Union give notice to the Employers and the Project Manager.
- (e) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Building Awards, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other Statutory Employer requirements.

16.2 Project Delegates

Parties to this Award recognise that the Project workforce will elect a Project Delegate/s who shall be the principal spokesperson/s for the Project workforce.

- (a)
- (i) The parties acknowledge it is the sole right of the Project workforce to elect the Project Delegate/s, who shall be recognised as the authorised representative of the Unions in respect of the Project.
- (ii) The Project Delegate/s shall have the right to approach or be approached by any employee of an employer to discuss industrial matters with that employee during normal working hours.
- (iii) The Project Delegate/s shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:
- moving the Project Delegate/s to a workplace or work situation which prevents or significantly impedes communication with the project Workforce;
 - changing a Project Delegate's shifts or rosters so that communication with employees is prevented or significantly impeded;
 - disrupting duly organised meetings.
- (iv) The Project Delegate/s shall be entitled to represent members in relation to industrial matters on the Project, and without limiting the generality of that entitlement is entitled to be involved in representing members:
- the introduction of new technology on the Project and other forms of workplace change;
 - Career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of the employees.
 - Ensuring that employees on the Project are paid their correct wages, allowances and other lawful entitlements.
 - To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (v) In order to assist the Project Delegate/s to effectively discharge their duties and responsibilities, the Project Delegate/s shall be afforded the following rights:
- the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
 - at least 10 days paid time off work to attend relevant Union training courses/forums;
 - paid time off to attend meetings of delegates in the industry, as authorized by the relevant union.
- (vi) The employer of a Project Delegate shall provide to the Project Delegate the following:
- a lockable cabinet for the keeping of records;
 - a lockable notice board for the placement of Union notices at the discretion of the Project Delegate/s;

where practicable, i.e. on large sites, a Project Delegate/s office;

where a Project Delegate/s office is not practicable, access to a meeting room;

use of the telephone for legitimate union business associated with the Project;

from existing resources, and when required for legitimate union Project related business, access to

a word-processor, typewriter

a photocopier, facsimile machine and e-mail.

- (vii) There shall be no deduction to wages where the Union requires the Project Delegate/s to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the workplace impacting on employees.

16.3 Union Membership

Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership.

To assist in this process the Employer shall:

- (a) Encourage all current and future employees to join and remain members of the union party to this Award;
- (b) Supply all employees with a union application form at the same time as new employees are provided with their taxation declaration form;
- (c) Provide the union access to new employees at induction training;

17. Australian Content

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

18. Protective Clothing

Protective clothing will be provided to all employees in accordance with the requirements of each respective Employers enterprise agreement. In the absence of an Enterprise agreement for any Employer engaged on the Project, those employees will be provided with protective clothing as follows:

- 18.1 Employers will provide their Employees engaged on site with legally produced Australian made protective clothing and footwear on the following basis:

- (a) Safety Footwear

Appropriate safety footwear shall be supplied on commencement if not already provided, to all persons engaged on site and will be replaced as a result of fair wear and tear, provided they are produced to the Employer as evidence.

- (b) Clothing

Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year as a result of fair wear and tear, provided they are produced to the Employer as evidence.

(c) Jackets

Each person, after accumulated employment on site of 152 hours shall be eligible to be issued with warm bluey jacket or equivalent, which will be replaced once per calendar year on a fair wear and tear basis.

- 18.2 In circumstances where any Employee(s) of Employers are transferred to the project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue for this Project until the expiry of the calendar year or on a fair wear and tear basis.
- 18.3 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or relevant industrial instrument shall not be entitled to the provisions of this clause
- 18.4 Employers will consult with the Unions NSW to be provided with a list of Australian Manufacturers who do not use illegal or exploited labour in the manufacture of their work clothes.
- 18.5 Notwithstanding anything else contained in this clause all Transport Employees/Contractors will be supplied with Safety Footwear, 1 set of Clothing and 1 Jacket prior to the commencement of work at the site. However the Company does not need to supply the above if the said Employee/Contractor has been issued with the clothing by the Principal Contractor within the previous twelve (12) months and the Principal Contractor can substantiate that fact.

19. Workers Compensation and Insurance Cover

- 19.1 Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.
- 19.2 Belmadar Constructions Pty. Ltd. will assess Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.
- 19.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:
- (a) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury.
 - (b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer, and the employee's supervisor.
 - (c) In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- 19.4 Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workplace Injury Management and Workers Compensation Act 1998*, which provide that:
- (a) The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;
 - (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The employer must notify the insurer within 48 hours of a significant injury;
 - (c) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;

- (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
 - (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 19.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the employer shall notify the relevant union immediately
- 19.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

20. Apprentices

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

21. Training and Workplace Reform

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

22. Project Death Cover

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

23. Anti-Discrimination

- 23.1 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.
- 23.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 23.3 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 fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms of operation, has a direct or indirect discriminatory effect.
- 23.4 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 23.5 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

24. Personal/Carers Leave

24.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 24.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the Employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
- a spouse of the Employee; or
- a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the employee; or
- a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or
- a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
- "relative" means a person related by blood, marriage or affinity;
- "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other: and
- "household" means a family group living in the same domestic dwelling.
- (d) An Employee shall, wherever practicable, give the Employer prior notice 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.

24.2 Unpaid Leave for Family Purpose

- (a) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 25.1 (c)(ii) above who is ill.

24.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944 (NSW)*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 24.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

24.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in according with paragraph 24.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 24.4(a), the Employee shall be paid overtime rates in accordance with the award.

24.5 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.

24.6 Rostered days off

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

25. Leave Reserved

Leave is given to the parties to make application to the Industrial Relations Commission of New South Wales to amend this award in order to ensure that it complies with the Australian Government's National Code of Practice for the Construction Industry and with the New South Wales Government's Code of Practice for the Construction Industry.

26. Project Close-Down Calendar

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

Provided, however, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out below, subject to the agreement of the appropriate union secretary or nominee. In such circumstances reasonable notice (where possible), shall be given to the union (or Project Delegate).

SITE CALENDAR 2005

Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO
Friday	23 December	Award RDO
Sunday	25 December	Christmas Day - Public Holiday
Monday	26 December	Additional Christmas Day - Public Holiday
Tuesday	27 December	Boxing Day - Public Holiday

SITE CALENDAR 2006

Monday	2 January	Additional Public Holiday
Thursday	26 January	Australia Day Public Holiday
Friday	27 January	RDO
Saturday	28 January	
Sunday	29 January	
Monday	27 February	RDO
Monday	27 March	RDO
Friday	14 April	Good Friday Public Holiday
Saturday	15 April	Easter Saturday Holiday
Sunday	16 April	
Monday	17 April	Easter Monday Public Holiday
Monday	24 April	RDO

Tuesday	25 April	ANZAC Day Public Holiday
Monday	22 May	RDO
Saturday	10 June	
Sunday	11 June	
Monday	12 June	Queens Birthday Public Holiday
Tuesday	13 June	RDO
Monday	17 July	RDO
Monday	14 August	RDO
Monday	11 September	RDO
Saturday	30 September	
Sunday	1 October	
Monday	2 October	Labour Day Public Holiday
Tuesday	3 October	RDO
Monday	6 November	RDO
Monday	4 December	Union Picnic Day
Tuesday	5 December	RDO
Monday	25 December	Christmas Day Public Holiday
Tuesday	26 December	Boxing Day Public Holiday
Friday	29 December	RDO

ANNEXURE A (PARTIES)

Part 1

EMPLOYERS:

Belmadar Constructions Pty. Ltd.

and any subcontractors engaged to work on the project.

Part 2

UNIONS:

Unions NSW

Construction Forestry Mining and Energy Union (New South Wales Branch)

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

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

Automotive Food Metals Engineering Printing & Kindred Industries Union (also known as AMWU)

ANNEXURE B

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

Other Name(s) used (e.g. maiden name):

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier and a representative of a principal contractor and authorised trade union officer on request.

I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer/labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.

Employee Signature:

Date:

EMPLOYER/LABOUR SUPPLIER DETAILS

Business Name:

Business Street Address:

Type of Business:

Name of Contact Person:

Telephone:

Fax:

Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct

THE COMPLETED FORM SHOULD BE FAXED TO 1800 505 550

IF ALL DETAILS MATCH WITH OUR RECORDS, THE EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

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

Printed by the authority of the Industrial Registrar.

(1824)

SERIAL C3884**WINDSOR ROAD UPGRADE PROJECT CONSENT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Master Builders' Association of New South Wales an organisation of employers.

(No. IRC 2965 of 2005)

Before The Honourable Justice Walton, Vice-President

24 June and 11 August 2005

VARIATION

Clause No. Subject Matter

1. Date of Operation
2. Definitions
3. Objectives
4. Application
5. Commitment
6. Project Allowance
7. Industry Standards
8. Flexibility
9. Project Close-Down Calendar
10. Maximising Working Time
11. Industry Convention
12. Safety Dispute Settling Procedures
13. Avoidance of Disputes - Grievance Procedures
14. Shift Work
15. Productivity Initiatives
16. Anti-Discrimination
17. Legal and Contractual Obligations of Contractors
18. Project Monitoring Committee
19. Training and Workplace Reform
20. Long Service Compliance
21. Induction
22. Personal/Carers Leave
23. Union Representation
24. Protective Equipment
25. Workers Compensation and Insurance Cover
26. Immigration Compliance
27. First Aid Facilities
28. Inclement Weather
29. Clothing
30. Apprentices
31. Mobile Crane Safety
32. Not a Precedent
33. No Extra Claims

ANNEXURE "A" - Classifications

ANNEXURE "B" - Project Closedown Calendar

ANNEXURE "B" - Project Closedown Calendar

ANNEXURE "C" - Authority To Obtain details of work rights from DIMIA

1. Date of Operation

This Project Consent Award shall operate from 1 April 2005 to the Project Completion Date.

2. Definitions

'Award' means this Windsor Road Upgrade Project Consent Award.

'Classifications' means those classifications of Employees in those awards referred to in Annexure "A".

'Domestic Dispute' means a dispute restricted to a disagreement between one single Employer and any of its Employees and which has no affect on the ability of any other Employer to perform its work.

'Demarcation Dispute' means a dispute between Employers, Unions and/or Employees over which Employees or Union members have the rights to carry out the disputed work.

'Employee' means a person engaged by an Employer under the terms of either an award or enterprise agreement, Federal or State, who performs Work On-Site in connection with a contract package or subcontract package for the Project.

'Employer' means Leighton and any Contractor or Subcontractor who performs Work On-Site.

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

'Leighton' means Leighton Contractors Pty Limited.

'Leighton Project Manager' means the person nominated by Leighton from time to time as its most senior representative on the Project.

'Managing Contractor' means Leighton Contractors Pty Limited.

'Parties' means Employers, Unions NSW, Employees and their Unions.

'Project Allowance' means the allowance payable under Clause 6 of this Project Consent Award.

'Project' means the Windsor Road Upgrade Project being managed or constructed by Leighton.

'Project Award' means this Project Consent Award.

'Project Completion Date' means the date of practical completion agreed between Leighton and the client.

'Project Dispute' means a dispute over a matter, which affects more than one Employer and any of their Employees.

'Safety Officer' means the on-site safety advisor monitoring safety matters related to construction.

'Shift Worker' means any Employee engaged on the Project required to work shift work.

'Subcontractor' means an Employer who has been engaged to carry out Work On-Site in connection with a subcontract package of work.

'Unions NSW' means the Labor Council of NSW.

'Unions' means each of The Construction Forestry Mining and Energy Union (Construction and General Division), New South Wales Branch; The Australian Workers' Union Greater New South Wales Branch; The Electrical Trades Union of Australia, New South Wales Branch; The New South Wales Plumbers & Gasfitters Employees' Union; Automotive, Food, Metals, Engineering, Printing and kindred Industries Union, New South Wales Branch; Transport Workers Union of Australia, New South Wales Branch.

'Union Delegate' means an Employee of any Employer elected to act as the representative Union Delegate for the Employees.

'Work On-Site' means all on-site construction work that is carried out on the project.

3. Objectives

The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:

- (a) Improve productivity by initiatives aimed at:
 - (i) Communication, consultation and relationships between Employer, Employees and Unions
 - (ii) Health and safety
 - (iii) Training and skill formation
 - (iv) Flexible workplace practices
- (b) Provide good wages and conditions to all Employees engaged on the Project.
- (c) Ensure that subcontractors comply with the provisions of this Project Award, Awards and/or Enterprise Agreements and legislative requirements.
- (d) Promote and implement improved work methods and productivity.
- (e) Promote compliance with the NSW Government Code Of Practice For Procurement
- (f) Complete the Project on time or earlier to quality requirements, and within budget.
- (g) Adopt a co-operative and non-adversarial approach to all industrial relations issues.
- (h) Assist in developing a harmonious relationship between Leighton, subcontractors, Unions and Employees in respect of this Project.
- (i) Ensure occupational health and safety on the Project is a priority for subcontractors, Unions and Employees.
- (j) Promote a work/life balance for Employees.
- (k) Implement forms of work organisation which encourage the use and acquisition of skills and continual learning.
- (l) Improve quality of work.
- (m) Increase the scope of subcontract work packages to promote genuine skill enhancement and acquisition by Employees.
- (n) Promote a career structure for all Employees based on skill enhancement, competencies and increased job satisfaction.
- (o) Provide quality facilities and amenities.
- (p) Provide a forum for dispute resolution between subcontractors, the Unions and Leighton.
- (q) Implementation of this Project Consent Award and compliance with all relevant statutory provisions.
- (r) Improve the environment.
- (s) Improved compliance by subcontractors with applicable awards and/or enterprise agreements and legislative requirements.

- (t) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (u) Note that Union parties to this Project Award have an objective that Employers have an appropriate Enterprise Agreement in place.

Leighton will constantly seek improvements in safety, methods of production, work organisation, quality, and in other areas which will assist in the delivery of the Project on time and within budget.

The Parties to this Project Consent Award commit themselves to honour its terms and accept that subject to the proper consultation processes being followed, everyone will be expected to cooperate willingly to achieve the objectives of this Project Consent Award.

4. Application

This Project Consent Award shall be known as The Windsor Road Upgrade Project Consent Award, and shall cover work carried out by Employees on the Project Site.

Subject to this Project Consent Award, where subcontractors are engaged on the Project, the relevant contractor shall make it a condition of any contract that the subcontractor must comply with this Project Consent Award.

This Project Consent Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.

This Project Consent Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and it's primary purpose is to provide a framework for the Employers, Unions NSW, and the Unions, to manage those issues on the Project which affect more than one Employer.

This Project Consent Award shall cover Work On-Site carried out by Employees who are covered by those awards referred to in Annexure A. The terms of this Award will be observed by all Employers, Unions and Employees subject to the law until the expiry of the Award on the Project Completion Date.

All Employees shall be paid in accordance with the applicable award and or Enterprise Agreement that exists between each Employer and their Employees.

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

This Project Consent Award does not apply to the following organisations, including but not limited to Roads and Traffic Authority of NSW, Sydney Water, Australian Water Technologies, AGL Gas Company (NSW) Limited, Telstra Corporation Limited, Visionstream Pty Ltd, Optus Communications, Energy Australia, Blacktown City Council or any other City Council in the proximity of the Windsor Road Project or to their Employees. The only exception will be where any of the above companies, Government or Semi Government instrumentalities tender for work on the Project in competition to other contractors and are awarded a contract on that basis.

The Parties agree that if the State or Federal Government require Leighton to comply with any applicable Code and Guidelines on the Project (or generally), the Parties will do everything reasonably necessary to ensure that this Project Consent Award complies with the relevant Code and Guidelines as soon as is practicable.

5. Commitment

The parties to the Windsor Road Upgrade Project Consent Award are committed to ensuring that:

- (a) The terms and conditions of the Project Consent Award lead to real gains in overall Project productivity and workplace efficiencies, without any reduction to health and safety standards;

- (b) The Avoidance of Disputes - Grievance Procedures provided in this Project Consent Award are strictly adhered to;
- (c) A culture that is committed to constructing a completed road of the highest quality workmanship is fostered.

6. Project Allowance

The Parties agree that in recognition of implementing the productivity objectives and other initiatives outlined in Clauses 3 and 5, meeting construction programme requirements and the achievement of on time or early Practical Completion, a Project Allowance will be paid on the Project in accordance with this Clause 6. Employees will be paid a Project Allowance which will be \$1.75 per hour flat payment payable to all employees for hours worked on the Project. The Project Allowance payable under this Consent Award shall be offset against any productivity payment that is paid under an individual Employer's enterprise agreement provided that Employers enterprise agreement has a provision to offset that productivity payment. Where there is no provision to offset that productivity payment paid under an individual Employers enterprise agreement the \$1.75 per hour Project Allowance payable under this Consent Award shall be paid in full to Employees. The Project Allowance shall be calculated on a "flat" hours worked basis only, and paid weekly, and shall not include any calculation of award or other entitlements (for example it will not be an "all purpose allowance" and will not attract any penalty or premium).

7. Industry Standards

It is recognised by the Parties that the size, location and importance of the Project warrants the implementation of the following Project standards:

Superannuation

Employers will make superannuation contributions of \$100 per week or 9% of each Employee's ordinary weekly wage (whichever is the greater) in accordance with the Superannuation Guarantee Administration Act into a super fund nominated in the relevant industrial instruments (being C+BUS; NESS; STA, TWU or other schemes approved by the Parties) or in accordance with legislation.

Redundancy

The Employers will make a contribution of \$62 per week into ACIRT or MERT or other schemes approved by the Parties.

Workers Compensation Top Up/24 Hour Accident Insurance

Each Employer will provide Workers Compensation Top-Up/24 Hour Accident Insurance with the U-Plus scheme or other similar scheme, up to a maximum cover of \$1000 per week.

Project Mortality Cover

During the life of this Project Award, mortality cover of \$25,000 will be provided for Employees in addition to any other payment. In the event of an accident while working on the Project Site that results in the death of an Employee, a lump sum payment of \$25,000 will be made to the next of kin of the Employee.

Transport Drivers

- (a) Employees - Rates of Pay

This Award does not apply to off site or purely incidental activities such as delivery of site materials or couriers, except for transport award drivers who are required to have a regular involvement with the Project Site in excess of two (2) hours per day, who will be paid, in addition to his/her Award or Enterprise Agreement rate of remuneration, the Project Allowance payable under Clause 6 of this Project Consent Award only. All Contract Carriers/Lorry Owner Drivers are not entitled to any provision of this Project Consent Award.

(b) Contract Carrier/Lorry Owner Driver

All Contract Carriers/Lorry Owner Drivers involved in the Transport Industry engaged on the Project to haul excavated materials shall be paid the rates of pay applicable under the Transport Industry Excavated Materials Contract Determination for the cartage of such materials to and from the site.

(c) GST

Rates paid to contractor's carriers, shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid to the carrier for contracts of carriage (the GST amount). The total fee payable to the contract carrier shall be the sum of the remuneration payable and the GST Amount.

8. Flexibility

The Parties are committed to flexibility of jobs and duties, and acceptance of improved work organisation which means unimpeded flexibility and interchangeability such that every individual Employee will perform any task that the Employee is competent to perform, provided that such tasks are safe, legal and logical and within the classification structure of their award or Enterprise Agreement and consistent with the scope of work on the Project of their Employer.

9. Project Close-Down Calendar

For the purposes of this Project Award, the Parties agree that the calendar in Annexure "B" will be adopted for the Project. The calendar has been produced with a view to maximising quality leisure time off for all Employees. Accordingly the Parties agree that on the long weekends identified in the calendar, no work shall be carried out.

Provided, however, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out in the calendar, subject to the agreement of the appropriate union secretary or nominee. In such circumstances reasonable notice (where possible) shall be given to the union.

10. Maximising Working Time

The parties agree that to complete the Project on time it is necessary (and therefore it is the intent of this Award) that the time available for productive work must be maximized. This will involve the use of overtime and shift work.

Crib and lunch breaks may be staggered for individual Employers and Employees so that work does not automatically cease during crib and lunch breaks. Amenities and facilities will be maintained and cleaned regularly to ensure clean and comfortable facilities are available to Employees at all times. Prior to the introduction of staggered crib and lunch breaks, agreement with the majority of Employees and the appropriate Union Delegate will be reached.

11. Industry Convention

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

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

Subject to the State or Federal legislation nothing in this Clause represents an endorsement of "all in payments" or sham subcontract arrangements which are prohibited on the Project.

12. Safety Dispute Settling Procedures

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

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

- (a) Employees shall not leave the project unless directed to do so by their Employer in the event of an emergency;
- (b) Immediate inspection of the affected work areas will be carried out by both Leighton and Employee representatives of the relevant safety committee;
- (c) Leighton in conjunction with representatives of the safety committee will select the sequence of inspections of areas;
- (d) The inspection shall identify the safety rectification work required in each area;
- (e) As safety rectification work is agreed for each area, all relevant Employees shall immediately commence such rectification works;
- (f) Upon verification that such rectification has been completed; normal work will resume progressively in each area;
- (g) Should any dispute arise as to the rectification work required to any area, then Leighton will immediately call the designated WorkCover NSW Inspector to recommend the rectification work. The WorkCover NSW inspector's decision will be binding on all Parties.

Nothing in this Clause shall negate or contradict any obligations under the Occupational Health and Safety Act (NSW).

13. Avoidance of Disputes - Grievance Procedures

It is a condition of employment and a fundamental requirement of this Project Award that all Parties to this Project Award observe this Clause in its entirety.

On all occasions, any issue, grievance or dispute over any matter between the Parties to this Project Award shall be settled in accordance with this procedure without resorting to industrial action. This shall apply whether the matter in dispute relates directly to site employment or not, or whether it relates to a matter dealt with by this Project Award or a relevant award, or not.

Parties to this Project Award will not be disadvantaged by continuity of operations. It is agreed that issues and disputes will be processed through Avoidance of Disputes - Grievance Procedures and where required, with the assistance of the Monitoring Committee.

The Parties shall use their best endeavours to prevent disputes arising on the Project. In the event that a dispute does arise:

- (a) The status quo which existed prior to the dispute shall prevail and work shall continue without prejudice to any of the Parties;
- (b) The Parties shall use their best endeavours to resolve the dispute, using the relevant steps in the following procedures.

Procedures to Prevent Disputes Regarding Non-compliance

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

Domestic Disputes

In the event of a domestic Dispute the Parties will use their best endeavours to resolve the dispute as follows:

- (a) In the first instance, the Employee or Employees concerned and the immediate supervisor of the relevant Employer and if required, the Union Delegate shall endeavour to resolve the grievance or dispute;
- (b) If after step (a) the matter is not resolved, then the Employer's senior management, and Union Delegate shall confer in an endeavour to resolve the dispute;
- (c) If after step (b) the matter is still not resolved, then the relevant Union secretary or nominee, the Employer's senior management and the Leighton Project Manager, shall confer in an endeavour to resolve the dispute;
- (d) If after step (c) the matter remains unresolved, any of the Parties may notify a dispute to the Industrial Relations Commission but at the same time the Parties may continue to confer through the Unions NSW or the Monitoring Committee to try and resolve the dispute.

Project Dispute

In the event of a Project Dispute, the Parties will use their best endeavours to resolve the dispute in the following steps:

- (a) In the first instance, the most senior on-site manager of each Employer and its Union Delegate involved in the dispute will confer;
- (b) If after step (a), the matter is not resolved then a secretary of the relevant Union or nominee, the Leighton Project Manager, and the senior manager of the Employers involved shall confer in an endeavour to resolve the dispute;
- (c) If after step (b) the matter is still not resolved, the Employers or the Union(s) may notify a dispute to the Industrial Relations Commission but at the same time the Parties may continue to confer through the Unions NSW or the Monitoring Committee to try to resolve the dispute.

Demarcation Disputes

In the event of any demarcation dispute on the Project no stoppage or industrial action shall be taken over actual or potential demarcation issues and the genuine status quo shall apply. The genuine status quo shall be the way the work had been allocated by the respective employer prior to the dispute.

In the event of such disputes arising the issues shall be resolved by reference to the Unions NSW in accordance with the ACTU guidelines for the resolution of demarcation disputes. Should the matter not be resolved by the Unions NSW, the matter may be referred to the Industrial Relations Commission of New South Wales or the Australian Industrial Relations Commission.

Throughout the process referred to above, the work in question shall continue.

Project Award Disputes

In the event of a dispute concerning this Project Award the Parties to the dispute will use their best endeavors to resolve the dispute using the Award Disputes procedure. Where the Parties to the dispute are unable to reach agreement the matters will be referred to the Industrial Relations Commission of NSW for determination.

14. Shift Work

The Parties acknowledge that shift work will apply on the Project. Employee's required to work shift work will be paid the appropriate shift work loadings under the terms of the applicable award and/or enterprise agreement.

15. Productivity Initiatives

Learning Initiatives

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

The use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project.

16. Anti-Discrimination

It is the intention of the Parties bound by this Project Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace.

This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Project Award, the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Project Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the Parties to make application to vary any provision of the Project Award, which, by its terms or operation, has a direct or indirect discriminatory effect.

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.

Nothing in this clause is to be taken to affect:

- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) Offering or providing junior rates of pay to persons under 21 years of age;

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

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. Legal and Contractual Obligations of Contractors

The Parties recognise that it is in the interests of sound industrial relations on the Project that Employers meet all their obligations including payment of employment benefits under this Project Award, other enterprise agreements or applicable awards and legislation. As part of the shared concern of the Parties that sound industrial relations are maintained the Parties stress the importance of:

- (a) Compliance with award obligations, enterprise agreement or this Project Award provisions; and
- (b) Employers not entering into arrangements or contracts designed to circumvent award or legislative obligations including inappropriately treating a genuine Employee as an independent contractor; and
- (c) Compliance with statutory requirements for Workers Compensation.

The terms of this Clause are to be specifically drawn to the attention of each Employer prior to it commencing work on the Project. If during the course of the Work On-Site non-compliance is identified it will be immediately rectified.

18. Project Monitoring Committee

The Parties will establish a Monitoring Committee for the purposes of resolving issues that may arise in the application of this Award.

The Monitoring Committee's members will be nominated by and represent Leighton and the Employers, the Unions NSW and the Unions. The Monitoring Committee's chairperson will be a Unions NSW Officer. The Monitoring committee may invite other persons to attend its meetings from time to time.

The Monitoring Committee will meet monthly, or as required. The chairperson will be responsible for issuing agendas and taking minutes.

The Monitoring Committee's primary charter is to ensure good communication between the Parties to this Project Award concerning relevant issues that may affect the Project and the Employees. The Monitoring Committee will review the application of this Project Award on the Project. It will also act as a 'last resort' negotiating forum for significant matters when other avenues of resolution have been exhausted. All Parties attending Monitoring Committee meetings shall cooperate to ensure the intent of this Project Award is maintained at all times.

19. Training and Workplace Reform

The Parties are committed to achieving improvements in productivity and innovation through cooperation and reform. Employers are expected to demonstrate their commitment to develop a more highly skilled workforce by providing their Employees access to training.

20. Long Service Compliance

Employees will register with the NSW Long Service Payments Corporation if required to do so under the NSW Building and Construction Industry Long Service Payments Act. Employers engaged on site will be registered as an Employer under the NSW Building and Construction Industry Long Service Payments Act if the Act requires them to do so.

21. Induction

Prior to the commencement of employment on site, all Employees shall attend an induction program given by Leighton's safety coordinators. The safety induction program shall be either WorkCover or VETAB approved. Employers shall arrange inductions prior to arrival on site. The program shall include:

- (a) Scope, purpose and anticipated duration of the Project.
- (b) Familiarisation with, and understanding the terms and conditions of employment contained within this Project Award.
- (c) Advice on legislative, site and Employer safety standards and requirements.
- (d) Communication of the objectives and commitments the Parties have established under this Project Award.
- (e) Specific reference to the applications of the Avoidance of Disputes - Grievance Procedures and Continuous Operations Clauses.
- (f) Outline of any house rules, including disciplinary procedures.
- (g) Advice to Employees in respect of the location of First Aid facilities.

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

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

Any costs associated with the site inductions shall be borne by each Employer of the Employee being inducted.

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

A copy of this Project Award will be issued to Employees at this site induction.

22. Personal/Carers Leave

22.1 Use of Sick Leave

- (a) An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in clause 22.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) The Employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:

- (iii) A spouse of the Employee; or
- (iv) A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (v) A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
- (vi) A same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or
- (vii) A relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

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

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

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

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

22.2 Unpaid Leave for Family Purpose

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

22.3 Annual Leave

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

22.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 22.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

- (d) Where no election is made in accordance with paragraph 22.4(a), the Employee shall be paid overtime rates in accordance with the Award.

22.5 Make-up Time

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

22.6 Rostered Days Off

- (a) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- (b) An Employee may elect, with the consent of the Employer, to 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.
- (c) This subclause is subject to the Employer informing each Union which is both party to the Project Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Unions to participate in negotiations.

23. Union Representation

Union officials shall comply with all legislative requirements, produce their right of entry permits, and observe the relevant Award and OH&S obligations for entry to site.

Subject to all legislative requirements, Union officials or their legal officers shall be entitled to inspect all wage records and related documentation necessary to establish that this Project Award, applicable industrial awards and legislation is being applied.

Such inspections shall not take place unless there is a suspected breach of the Project Award, the Awards, or the *Workplace Relations Act 1996* and/or other statutory obligations for which a suspected breach has been specified in writing to Leighton in advance of the inspection.

Union Delegates and Their Rights

- (a) Rights of the Delegate
 - (i) The parties acknowledge it is the sole right of the Union and its members to elect the delegate for the Project, who shall be recognised as the authorised representative of the Union at the Project.
 - (ii) The delegate shall have the right to approach or be approached by any Employee of the Employer to discuss industrial matters with that Employee during normal working hours (subject to the consent of the relevant Employee).
 - (iii) The delegate shall be entitled to represent members in relation to industrial matters on the Project, and without limiting the generality of that entitlement is entitled to be involved in representing members:

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

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

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

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

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

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

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

Reasonable paid time off work up to a maximum of 10 days to attend relevant Union training courses/forums;

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

- (v) Reasonable access to a telephone, and meeting room will be made available to the delegate's of Employers.
- (vi) There shall be no deduction to wages where the Union requires a delegate to attend any Court or Industrial Tribunal proceedings relating to Industrial matters on the Project.

24. Protective Equipment

The Employer shall provide suitable protective equipment to an Employee when and where required in accordance with the provisions of the New South Wales *Occupational Health and Safety Act 2000* NSW, its regulations, applicable WorkCover NSW Codes of Practice and other recognised good safety practices.

Abuse and disregard of protective equipment used by Employees will result in counselling of the Employee concerned, repeated offences will result in the withdrawal of the safety induction card and that person being removed from the Project.

Abuse and disregard by Employers of the protective equipment provisions of this Project Award will result in counselling that Employer concerned, repeated offences will result in that Employer being removed from the Project.

25. Workers Compensation and Insurance Cover

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

Leighton will audit Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct.

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

- (a) All Employees will report injuries to the Project first aid officer and their supervisor at the earliest possible time after the injury
- (b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a WorkCover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the Project first aid officer, and their supervisor.

- (c) In cases where the Employee is unable to comply with the above, the relevant Employer will assist in fulfilling requirements for making a claim.

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

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

Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life, the Employer shall notify WorkCover immediately and will also complete the relevant accident notification form and send it to WorkCover.

26. Immigration Compliance

The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Leighton of the importance of immigration compliance and Leighton's requirement that no illegal immigrants are to be engaged on the Project.

Employers are required prior to Employees commencing work on-site to check the legal right of Employees to work. The authorisation form attached to this Project Award as Annexure "C" may be used to assist in providing evidence of the Employee's legal status.

27. First Aid Facilities

Leighton will establish a first aid facility on the Project, staffed by an accredited first aid officer. These facilities will include all necessary equipment to assist the officer in his/her duties, and will meet all the requirements of the Occupational Health and Safety (First Aid) Regulation 1989.

Employers with site workforces in excess of 25 persons will provide first aid chests meeting the requirements of the Occupational Health and Safety (First Aid) Regulation 1989. Employers will be encouraged to have Employees undertake appropriate first aid training.

28. Inclement Weather

Nothing in this Clause is intended to interfere with any existing award or enterprise agreement arrangement between an Employer and its Employees with respect to inclement weather. The Parties intend to minimise lost time due to inclement weather and the purpose of this Clause is to establish common procedures so that the welfare and safety of Employees is respected and where it is safe to do so, work can continue in an orderly fashion during periods of inclement weather. Employees who normally work in exposed work areas accept that during periods of inclement weather, work in undercover work areas may not be available to all Employees of a particular Employer and if this is so, that some Employees will be required to work and some will be required to wait until the inclement weather clears.

An Employee during periods of inclement weather will not be unnecessarily required to remain on the Project after the decision on the weather being inclement has been made by the Employers in consultation with the Employees.

The Parties will adopt a reasonable approach with respect to inclement weather procedures and what constitutes "inclement weather". Employees will accept transfers from an exposed work area to an undercover work area not affected by inclement weather if useful work is available in that area and that work is within the scope of the Employee's skill, competence and training and can be safely performed. Employees will walk to and between work areas where it is safe and reasonable to do so in order to continue work in areas unaffected by inclement weather.

During and after periods of inclement weather the Leighton Project manager, after consultation with the safety committee, will advise each Employer of those areas where it is reasonable and safe for work to continue or recommence.

Each Employer will then determine with its Employees any steps necessary to ensure that work can continue in a safe manner. In all cases, priority will be given to ensuring that a safe workplace is provided and safe systems of work are used. The Parties agree the practice of "one out, all out" will not occur.

Nothing in this procedure will negate or contradict the rights of the safety committee under the terms of the *Occupational Health and Safety Act*.

29. Clothing

Employers will provide their Employees with the following items of clothing provided that if any Employer has obligations to provide clothing under an award, enterprise agreement or an equivalent standard then such Employer will not be bound by the terms of this Clause.

Safety Footwear

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

Overalls, combination or Bib & Brace & Shirts or Trousers & Shirts

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

Jackets

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

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

Equivalent Clothing

Where documented evidence can be shown that the equivalent protective clothing referred to in this Clause has been supplied by the Employer within the last three (3) month period, then the above will not apply.

30. Apprentices

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

31. Mobile Crane Safety

Mobile cranes engaged on the Project will be certified by Cranesafe Australia (NSW) or any other approved certifier as soon as practicable. Once certified, a crane will display a Cranesafe inspection label or that of an approved certifier. Mobile Cranes required to drive on public roads shall be road registered.

32. Not a Precedent

The parties will not use this Award as a precedent on any other project.

33. No Extra Claims

The Unions will not make any extra claims in respect of matters covered by this Award for the duration of the project.

ANNEXURE "A"**CLASSIFICATIONS**

Those classifications covered by the following Awards:

Federal Awards

National Building and Construction Industry Award 2000.
National Metal and Engineering On-Site Construction Industry Award 2002.
Plumbing Industry (New South Wales) Award 1999.
Sprinkler Pipe Fitters Award 1998.
Mobile Crane Hiring Award.

State Awards

Building and Construction Industry (State) Award.
Electrical, Electronic and Communications Contracting Industry (State) Award.
Plant &c., Operators on Construction (State) Award.
Plumber and Gasfitters (State) Award.
Transport Industry - State Award, and applicable NSW Determinations.
Metal, Engineering and Associated Industries (State) Award.
Security Employees (State) Award.
General Construction and Maintenance, Civil and Mechanical Engineering (State) Award.

ANNEXURE "B"**PROJECT CLOSEDOWN CALENDAR**

2005

Friday	March 25	No Work Public Holiday
Saturday	March 26	No Work Saturday
Sunday	March 27	No Work Sunday
Monday	March 28	No Work Public Holiday
Tuesday	March 29	RDO (fixed)
Friday	April 22	RDO (fixed)
Saturday	April 23	No Work Saturday
Sunday	April 24	No Work Sunday
Monday	April 25	No Work Public Holiday

Saturday	June 11	No Work Saturday
Sunday	June 12	No Work Sunday
Monday	June 13	No Work Public Holiday
Tuesday	June 14	RDO (fixed)
Saturday	October 1	No Work Saturday
Sunday	October 2	No Work Sunday
Monday	October 3	No Work Public Holiday
Tuesday	October 4	RDO (fixed)
Saturday	December 3	No Work Saturday
Sunday	December 4	No Work Sunday
Monday	December 5	No Work Union Picnic Day
Tuesday	December 6	RDO (fixed)
Friday	December 23	RDO (fixed)
Monday	December 26	Public Holiday
Tuesday	December 27	Public Holiday

ANNEXURE "B"

PROJECT CLOSEDOWN CALENDAR

2006

Thursday	January 26	No Work Public Holiday
Friday	January 27	RDO (fixed)
Saturday	January 28	No Work Saturday
Sunday	January 29	No Work Sunday
Friday	April 14	No Work Public Holiday
Saturday	April 15	No Work Saturday
Sunday	April 16	No Work Sunday
Monday	April 17	No Work Public Holiday
Saturday	April 22	No Work Saturday
Sunday	April 23	No Work Sunday
Monday	April 24	RDO (fixed)
Tuesday	April 25	No Work Public Holiday
Saturday	June 10	No Work Saturday
Sunday	June 11	No Work Sunday
Monday	June 12	No Work Public holiday
Tuesday	June 13	RDO (fixed)
Saturday	September 30	No Work Saturday
Sunday	October 1	No Work Sunday
Monday	October 2	No Work Public Holiday
Tuesday	October 3	RDO (fixed)
Saturday	December 2	No Work Saturday
Sunday	December 3	No Work Sunday
Monday	December 4	No Work Union Picnic Day
Tuesday	December 5	RDO (fixed)

ANNEXURE "C"

AUTHORITY TO OBTAIN DETAILS OF WORK RIGHTS FROM DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name: _____

Given Name(s): _____

Other Name(s) used (e.g. maiden name): _____

Date of Birth: _____

Nationality: _____

Passport Number: _____

Visa Number: _____

Visa Expiry Date: _____

I authorise the Department of Immigration and is, Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that my entitlement to work legally in Australia) to the named employer/labour supplier and a representative of a principal contractor and authorized trade union officer on request.

I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer/labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.

Employee Signature: _____

Date: _____

EMPLOYER/LABOUR SUPPLIER DETAILS

Business Name: _____

Business Street Address: _____

Type of Business: _____

Name of Contact Person: _____

Telephone: _____

Fax: _____

Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct.

THE COMPLETED FORM SHOULD BE FAXED TO 1800 505 550

IF ALL DETAILS MATCH WITH OUR RECORDS, THE EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

M. J. WALTON J, Vice-President.

(1831)

SERIAL C4057**THE DRIFT - CASUARINA PROJECT AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, State Peak Council for Employees.

(No. IRC 4286 of 2005)

Before Commissioner Murphy

26 August 2005

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Objectives
3.	Definitions
4.	Application
5.	Duration
6.	Industry Standards
6.1	Superannuation and Redundancy
6.2	Top Up/24 Hour Income Protection Insurance
6.3	Project Productivity/Incentive Payment
7.	Environment, Health, Safety and Rehabilitation (EHS&R)
7.1	Induction
7.2	Environment, Health and Safety Plans
7.3	The Safety Committee
7.4	Safety Procedures
7.5	OH&S Industry Induction
7.6	Formwork Safety
7.7	Temporary Power/Testing and Tagging
8.	Dispute Resolution
8.1	Employer & Project Wide Specific Disputes Specific Disputes
8.2	Procedures to Prevent Disputes Regarding Non- Compliance
8.3	Demarcation Disputes
9.	Monitoring Committee
10.	Productivity Initiatives
10.1	Inclement Weather
10.2	Rostered Days Off
10.3	Maximising Working Time
10.4	Hours of Work
11.	Immigration Compliance
12.	Long Service Compliance
13.	No Extra Claims
14.	No Precedent
15.	Union Rights
15.1	Visiting Union Officials
15.2	Rights of the Project Delegate
15.3	Union Membership
16.	Australian Content
17.	Protective Clothing
18.	Workers Compensation and Insurance Cover

19. Apprentices
20. Training and Workplace Reform
21. Project Death Cover
22. Anti-Discrimination
23. Personal/Carers Leave
 - 23.1 Use of Sick Leave
 - 23.2 Unpaid Leave for Family Purpose
 - 23.3 Annual Leave
 - 23.4 Time-off in Lieu of Payment for Overtime
 - 23.5 Make-up Time
 - 23.6 Rostered days off
24. Project Close-Down Calendar
25. Leave Reserved

Annexure A - (Parties)

Annexure B - Authority to obtain details of work rights from DIMIA

2. Objectives

- 2.1. The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:
- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
 - (b) Continued development of more effective management practices;
 - (c) Continued development of communication processes which facilitate participation by all Employers, Employees and Unions
 - (d) Introduction of new technology and associated change to enhance productivity;
 - (e) Improved quality of work;
 - (f) Increased scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees.
 - (g) Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
 - (h) Provision of high standards of occupational health & safety on the Project;
 - (i) Improved impact of the Project on the environment;
 - (j) Implementation of this Award, and compliance with all relevant statutory provisions;
 - (k) Elimination of unproductive time;
 - (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
 - (m) Improved wages and conditions for all employees working on the project;
 - (n) Increased leisure time for employees by eliminating excessive hours of work.
 - (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
 - (p) Adoption of a co-operative and non-adversarial approach to Industrial Relations issues.

- (q) Commitment to positive project outcomes including completion within Budget.
- (r) Commitment to the NSW Government Code of Practice for the Construction Industry.

3. Definitions

"Award" means this "The Drift" - Casuarina Beach Project Award 2005" made between the Parties.

"Builder" means J. Hutchinson Pty Ltd (Hutchinson Builders).

"Code of Practice" means the New South Wales Government Code of Practice for the Construction Industry.

"Employee" means a person engaged by an Employer and who performs work on the Project.

"Employer" means Hutchinson Builders and/or any subcontractor engaged by Hutchinson Builders to work on the Project.

"Enterprise Agreement" means an agreement certified under the *Workplace Relations Act* (Cth), or approved under the *Industrial Relations Act* (NSW) 1996 or *Queensland Industrial Relations Act* 1999.

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

"Environment Health Safety and Rehabilitation Policy" means either of the plan or policy devised and implemented by the Project Manager for the Project (as amended from time to time).

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

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

"Practical Completion" means the completion of the Project where the building is fit for occupancy and/or purpose.

"Project" means the Construction works contracted to Hutchinson Builders at "The Drift", Lot 178 Kamala Crescent, Casuarina, N.S.W, 2487.

"Project Manager" means the Project Manager appointed by Hutchinson Builders from time to time.

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

"Unions" means each of the Unions listed in Part 2 of Annexure A.

4. Application

- 4.1. This Award will only apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- 4.2. Where Hutchinson Builders engages sub-contractors to carry out works on the project, it shall make it a condition of any contract that it enters into with its sub-contractor/s that they will not employ or otherwise engage persons on wages and conditions, which are less favourable than those set out in this project award .
- 4.3. This Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, the Labor Council and the Unions, to manage those issues on the Project, which affect more than one Employer.

5. Duration

5.1. This Award shall operate on and from 1st August 2005 until practical completion.

6. Industry Standards

6.1. Superannuation and Redundancy

- (a) Each employer will pay on behalf of each of its employees working on the Project a superannuation contribution of 9% of the employee's ordinary time earnings, or a minimum of \$100 per week whichever is the greater, to the superannuation fund nominated in the relevant industrial instruments eg C+BUS, BUSSQ or other scheme approved by the parties, from 1 July 2005 the minimum contribution rate will increase to \$110.00 per week.
- (b) Each Employer will make a redundancy contribution on behalf of each of its employees working on the Project of not less than \$60 per week into ACIRT or BERT or other schemes approved by the parties. Such redundancy contributions will be offset against the Employers applicable industrial instrument obligations.
- (c) The "Superannuation and Redundancy Scheme" contribution rates for Apprentices are provided for in Clause 19 Apprentices.

6.2. Top Up/24 Hour Income Protection Insurance

Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the U PLUS Scheme or other similar schemes, which are approved by the Parties to this award.

6.3. Project Productivity Allowance

- (i) Subject to paragraphs 6.3(b), 6.3(c) and 6.3(e) the Employer will pay a Project Productivity Allowance for persons engaged on the project of \$1.50 for each hour worked on the project. This payment does not attract any penalty or premium.
- (ii) Where an Employer does not have an Enterprise Agreement in place as defined in Clause 3 the Project Productivity Allowance for persons engaged on the project will be \$2.50 for each hour worked on the Project.

The Project Productivity Allowance shall be in lieu of all Special Rates with the exception of the following:

- (i) Heavy Block Rate
- (ii) Explosive Powered Tool Rate
- (iii) Toxic Substances and Toxic Fumes Rate
- (iv) Swing Scaffold Rate
- (v) Form Work Certificate Allowance of \$0.30 per. Hour
- (b) Transport Drivers
 - (i) Employees - Rates of Pay

It is further agreed that any Transport Worker carrying out work relating to the Project will be paid, in addition to his/her Award or Enterprise Agreement rate of remuneration, any applicable Project productivity allowance, provided that the driver has had a regular involvement of two (2) hours or more on any day with the project.

(ii) Contract Carrier

The Parties agree that all Contract Carriers involved in the Transport Industry shall be paid the rates of pay applicable under the Transport Industry Excavated Materials Contract Determination for the cartage of materials to, on and from the site.

(c) Milestones

(i) The project productivity payments referred to in subclause 6.3(a) are related to the achievement of construction milestones as determined by Hutchinson Builders in consultation with Unions NSW. Such milestone dates as determined by Hutchinson Builders shall be forwarded to Unions NSW prior to the commencement of construction.

(ii) The Monitoring Committee as referred to in Clause 9 shall monitor and review the project milestones as required.

(iii) In the event that a Project Milestone is not achieved, the Monitoring Committee shall meet to determine:

The reason why the date of the relevant Project Milestone was not achieved;
The action required catching up to the Project Milestone; and
If payment shall continue for the coming month

The project productivity payment shall continue to be paid to all employees if in the opinion of the monitoring committee the delays in meeting the project milestone were not caused by any action of the workforce. In such circumstances the Monitoring Committee shall revise the milestone dates accordingly.

(iv) In the event that there is a disagreement with respect to the achievement or otherwise of the milestone or where there is a dispute in this regard either party may refer the matter to the NSW Industrial Relations Commission for determination.

7. Environment, Health, Safety and Rehabilitation (EHS&R)

7.1. Induction

All Employees must attend an agreed EHS&R site induction course on commencement of engagement on site.

7.2. Environment, Health, and Safety Plans

(a) All Employers must submit an environment, health safety and rehabilitation management plan in accordance with relevant legislation. These plans should include evidence of:

- (i) Risk assessment of their works;
- (ii) Hazard identification, prevention and control;
- (iii) Planning and re-planning for a safe working environment;
- (iv) Industry and trade specific induction of Employees;
- (v) Monitoring performance and improvement of work methods;
- (vi) Reporting of all incidents/accidents;
- (vii) Compliance verification; and
- (viii) Regular EHS&R meetings, inspections and audits of the Project.

7.3. The Safety Committee

- (a) The Safety Committee will be properly constituted with an agreed constitution. All members of the safety committee will undertake agreed Occupational Health and Safety training with Comet Training or other approved providers.

7.4. Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.
- (b) If the Project Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Project Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.
- (c) The Parties agree that pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those employers may direct employees to move to a safe place of work. No employee will be required to work in any unsafe area or situation.
- (d) Where an unsafe condition has been agreed by the Safety Committee corrective action will be implemented immediately. Works will not recommence in this area until the rectification works have been accepted, by both the Safety Committee and the Project Manager.
- (e) Any disagreement as to the proper rectification of an unsafe condition shall be referred to a Work Cover Inspector whose determination shall be binding on all parties.

7.5. OH&S Industry Induction

No person will be engaged on site unless he/she has completed the WorkCover NSW Accredited OH&S Industry Induction Course.

7.6. Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an employee does not have a Certificate of Competency, Comet Training or other approved providers will be contacted to assess the qualifications of the relevant employee.

7.7. Temporary Power/Testing and Tagging

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

8. Dispute Resolution

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

8.1. Employer & Project Wide Specific Disputes

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

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

8.2 Procedures to prevent Disputes Regarding Non- Compliance

- (a) Hutchison Builders in association with the accredited site union delegate will check monthly payments of subcontractors companies engaged on site in relation to superannuation, redundancy and extra insurance to ensure payments for employees have been made as required. The Hutchison Builders and site delegate shall also check that employers have not introduced arrangements such as and not limited to 'all-in' payment and or 'cash-in-hand' payments, (i.e. payments designed to avoid tax and other statutory obligations and sham subcontract arrangements.) Where such practices are identified Hutchison Builders will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.
- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations.
- (c) In accordance with Section 127 of the *Industrial Relations Act 1996*, Section 175(b) of the *Workers' Compensation Act 1987* or Part 5B s1G-31J of the *Payroll Tax Act 1971* the principal contractor will obtain all applicable Sub-Contractors Statements regarding workers' compensation, payroll tax and remuneration. A copy of these statements will be available on request to an accredited trade union officer or site delegate.
- (d) The union delegate or union official shall advise Hutchison Builders if they believe the information which has been provided by any sub-contractor is not correct.
- (e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this award.

8.3 Demarcation Disputes

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

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

9. Monitoring Committee

- 9.1. The Parties will establish a committee to monitor the implementation of this Award.
- 9.2. This Monitoring Committee if established will meet at the commencement of construction and then at three monthly intervals or as required during construction on the Project.
- 9.3. The monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
 - (a) Progression towards and achievement of set project milestones;
 - (b) Developing more flexible ways of working;
 - (c) Enhancing occupational, health and safety;
 - (d) Productivity plans, and
 - (e) Compliance with Award and other statutory requirements by employers.
 - (f) Constitution and compositions of the Monitoring Committee
- 9.4. If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

10. Productivity Initiatives

10.1. Inclement Weather

- (a) The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.
- (b) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:
 - (i) Adoption of a reasonable approach regarding what constitutes inclement weather;
 - (ii) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Parties, useful work is available in that area or site and that work is within the scope of the Employee's skill, competence and training consistent with the relevant classification structures (provided that the Employer shall provide transport to such unaffected area where necessary).

- (iii) Where the initiatives described in (b) above are not possible, the use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
- (iv) All Parties are committed to an early resumption of work following any cessation of work due to inclement weather;
- (v) The Parties agree the practice of "one out, all out" will not occur.

10.2. Rostered Days Off

- (a) The implementation of Rostered Days Off (RDO's) is set down in clause 25. The purpose which is to:
 - (i) Increase the quality of working life for Employees; and
 - (ii) Increase the productivity of the Project.
- (b) Records of each Employees RDO's accruals will be recorded on the Employees pay slip and copies made available to the Employee, the Employees, delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU

10.3. Maximising Working Time

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

10.4. Hours of Work

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

11. Immigration Compliance

- 11.1. The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Hutchinson Builders the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, Hutchinson Builders will act decisively to ensure compliance.
- 11.2. Employers are required prior to employees commencing work on-site to check the legal right of employees to work. The authorization form attached to this Award as per Appendix B will assist in providing evidence of the employee's legal status.

12. Long Service Compliance

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

13. No Extra Claims

- 13.1. The Parties agree that they will not pursue extra claims in respect of matters covered by this Award (including but not limited to any claim for a disability allowance) during the term of this Award.

14. No Precedent

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

15. Union Rights

The Parties to this Award acknowledge the right of employees to be active union members and respect the right of union to organise and recruit employees. The Parties to this Award also acknowledge that good communication between union officials, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

15.1 Visiting Union Officials

- (a) Union officials (party to this Award) when arriving onsite, shall call at the site office and introduce themselves to the Project Manager prior to pursuing their union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe the relevant Building Awards, the Occupational Health and Safety Act and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.
- (d) All such wages books and other payment records shall be made available within 24 hours on site or at another convenient, appropriate place, provided the union gives notice to the Employers and the Project Manager.
- (e) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Building Awards, Enterprise Agreements, the Industrial Relations Act 1996 (NSW), or other Employer Statutory requirements.
- (f) Where it is felt necessary by an officer of the union to call a meeting of union members, the Company will be advised prior to doing so and a mutually agreeable meeting time shall be determined.

15.2 Rights of the Project Delegate

In this clause the expression "delegate" means an employee who is the accredited representative of the Union on the project.

- (a) The Parties acknowledge it is the sole right of the Project workforce to elect the Project Delegate who shall be recognised as the authorised representative of the Unions in respect of the Project.
- (b) The Project Delegate shall have the right to approach or be approached by any Employee of an Employer to discuss industrial matters with that Employee during normal working hours.
- (c) The Project Delegate shall have the right to communicate with the Project workforce in relation to industrial matters without impediment by an Employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an Employer:
 - i. Moving a Project Delegate to a workplace or work situation which prevents or significantly impedes communication with the Project workforce;

- ii. Changing a Project Delegate's shifts or rosters so that communication with Employees is prevented or significantly impeded;
 - iii. Disrupting duly organised meetings.
- (d) The Project Delegate shall be entitled to represent the Project workforce in relation to industrial matters on the Project, and without limiting the generality of that entitlement is entitled to be involved in representing the Project workforce:
- i. The introduction of new technology on the Project and other forms of workplace change;
 - ii. Career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of the Employees;
 - iii. Ensuring that Employees on the Project are paid their correct wages, allowances and other lawful entitlements.
 - iv. To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (e) In order to assist the Project Delegate to effectively discharge his or her duties and responsibilities, the Project Delegate shall be afforded the following rights:
- i. The right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
 - ii. At least 10 days paid time off work to attend relevant Union training courses/forums;
- (f) There shall be no deduction to wages where the Union requires a delegate to attend any Court or Industrial Tribunal proceedings relating to industrial matters at the workplace impacting on employees.

15.3. Union Membership

Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership.

To assist in this process the Employer shall:

- (a) Where agreed, and authorised by the Employee, provide Payroll Deduction Services for Union fees. Such fees shall be remitted to the Union on a regular agreed basis with enough information supplied to enable the Union to carry out reconciliation.

Nothing in this clause shall be contrary to the relevant legislation or freedom of association provisions.

16. Australian Content

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

17. Protective Clothing

17.1. Employers will provide their Employees engaged on site with legally produced Australian made protective clothing and footwear on the following basis, if not already supplied by the employer:

(a) Safety Footwear

Appropriate safety footwear shall be supplied on commencement if not already provided, to all persons engaged on site and will be replaced on a fair wear and tear basis provided they are produced to the Employer as evidence.

(b) Clothing

Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year as a result of fair wear and tear and are produced to the Employer as evidence.

(c) Jackets

Each person, after accumulated employment on site of 152 hours shall be eligible to be issued with spray jacket or equivalent, which will be replaced once per calendar year on a fair wear and tear basis.

17.2. In circumstances where any Employee(s) of Employers are transferred to the Project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue to this Project until the expiry of the calendar year or on a fair wear and tear basis.

17.3. Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy, EBA or relevant industrial instrument shall not be entitled to the provisions of this clause

17.4. Employers will consult with the CFMEU, to be provided with a list of recommended Australian Manufacturers who do not use illegal or exploited labour in the manufacturing of their work clothes.

18. Workers Compensation and Insurance Cover

18.1. Employers must ensure that all persons that they engage to work on the project are covered by New South Wales workers compensation insurance.

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

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

(a) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury

(b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a WorkCover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer, and their supervisor.

(c) In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.

- 18.4. Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act 1998*, which provide that:
- (a) The Employer shall keep a register of injuries/site accident book in a readily accessible place on site;
 - (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The employer must notify the insurer within 48 hours of a significant injury;
 - (c) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
 - (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
 - (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 18.5. Where there has been a serious incident and/or accident, which has resulted in a serious injury or loss of life, the Employer shall notify the relevant union immediately.
- 18.6. The Employer will also complete the relevant accident notification form and send it to WorkCover.

19. Apprentices

- 19.1. As part of the Project's commitment to industry training, a ratio of one apprentice/trainee to every five tradespersons within each Employer's workforce is to be maintained.
- 19.2. The parties acknowledge for Apprentices the superannuation contribution rate is 9% of ordinary time earnings, which shall be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS/BUSSQ or other schemes approved by the Parties.
- 19.3. Unless otherwise prescribed in an Employers "Enterprise Agreement" the minimum contribution rates for Apprentices into ACIRT or other schemes approved by the parties will be as follows:
- 1st Year - \$25 per week
 - 2nd Year - \$25 per week
 - 3rd Year - \$35 per week
 - 4th Year - \$35 per week

All the above rates will remain fixed for the life of this Project Award.

20. Training and Workplace Reform

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

21. Project Death Cover

Hutchinson Builders will guarantee that the legal beneficiary of any employee who dies from a workplace injury while working on the project will be paid a death benefit of \$25,000. Such benefit shall be paid within fourteen (14) days of the production of appropriate documentation. This payment shall be in addition to any other entitlement that might be paid to the beneficiary as a consequence of the death of the employee.

22. Anti-Discrimination

- 22.1. 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.
- 22.2. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 22.3. 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 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.
- 22.4. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.5. Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

23. Personal/Carers Leave

- 23.1. Use of Sick Leave
- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 23.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - a spouse of the Employee; or
 - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or

a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

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

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

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

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

23.2. Unpaid Leave for Family Purpose

- (a) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 23.1 (c)(ii) above who is ill.

23.3. Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944 (NSW)*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 23.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

23.4. Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.
- (c) If, having elected to take time as leave in according with paragraph 23.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 23.4(a), the Employee shall be paid overtime rates in accordance with the award.

23.5. Make-up Time

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

23.6. Rostered days off

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

24. Project Close - Down Calendar

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

Provided, however, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out below, subject to the agreement of the appropriate union secretary or his nominee. In such circumstances reasonable notice (where possible), shall be given to the union (or union delegate).

SITE CALENDAR 2005

Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

SITE CALENDAR 2006

Monday	January 2 nd	Public Holiday
Thursday	January 26	No Work Public Holiday
Friday	January 27	RDO (fixed)
Saturday	January 28	No Work Saturday
Sunday	January 29	No Work Sunday
Monday	February 27	RDO
Monday	March 27	RDO
Friday	April 14	No Work Public Holiday
Saturday	April 15	No Work Saturday

Sunday	April 16	No Work Sunday
Monday	April 17	No Work Public Holiday
Saturday	April 22	No Work Saturday
Sunday	April 23	No Work Sunday
Monday	April 24	RDO (fixed)
Tuesday	April 25	No Work Public Holiday
Monday	May 22	RDO
Saturday	June 10	No Work Saturday
Sunday	June 11	No Work Sunday
Monday	June 12	No Work Public Holiday
Tuesday	June 13	RDO
Monday	July 17	RDO
Monday	August 14	RDO
Monday	September 11	RDO
Saturday	September 30	No Work Saturday
Sunday	October 1	No Work Sunday
Monday	October 2	No Work Public Holiday
Tuesday	October 3	RDO
Monday	November 6	RDO
Saturday	December 2	No Work Saturday
Sunday	December 3	No Work Sunday
Monday	December 4	No Work Union Picnic Day
Tuesday	December 5	RDO
Monday	December 25	Public Holiday
Tuesday	December 26	Public Holiday
Friday	December 29	RDO

SITE CALENDAR 2007

Monday	January 1	Public Holiday
Friday	January 26	No Work Public Holiday
Saturday	January 27	No Work Saturday
Sunday	January 28	No Work Sunday
Monday	January 29	RDO (fixed)
Monday	February 26	RDO
Monday	March 26	RDO
Friday	April 6	No Work Public Holiday
Saturday	April 7	No Work Saturday
Sunday	April 8	No Work Sunday
Monday	April 9	No Work Public Holiday
Tuesday	April 10	RDO (fixed)
Wednesday	April 25	Public Holiday
Monday	April 30	RDO
Monday	May 21	RDO
Saturday	June 9	No Work Saturday
Sunday	June 10	No Work Sunday
Monday	June 11	No Work Public Holiday
Tuesday	June 12	RDO (fixed)
Monday	July 16	RDO
Monday	August 13	RDO
Monday	September 10	RDO
Saturday	September 29	No Work Saturday
Sunday	September 30	No Work Sunday
Monday	October 1	No Work Public Holiday
Tuesday	October 2	RDO(fixed)
Monday	November 5	RDO
Saturday	December 1	No Work Saturday
Sunday	December 2	No Work Sunday
Monday	December 3	No Work Union Picnic Day

Tuesday	December 4	RDO (fixed)
Tuesday	December 25	Public Holiday
Wednesday	December 26	Public Holiday

25. Leave Reserved

The Union Parties to this Award shall have the right to make application to have the following provision or a provision with similar intent inserted into the Project Award.

"Notwithstanding subclause 8.4(a) if an employer is identified as paying his or her employees "all-in payments" which are not enforceable under an enterprise agreement as defined then such payments shall be deemed to be the employees ordinary rate of pay for all purposes of this Project Award and other industrial instruments which apply to such employees for the duration of the project. In such circumstances, all employees of the employer working on the project shall obtain the benefit of the higher rate of pay plus the conditions of this Project Award."

ANNEXURE A (PARTIES)

Part 1

EMPLOYERS:

Hutchinson Builders and any Sub-contractors engaged to work on the Project.

Part 2

UNIONS:

Unions NSW

Construction Forestry Mining and Energy Union (Construction & General Division) New South Wales Divisional Branch;

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

Electrical Trades Union of Australia (NSW Branch);

Automotive Food Metals Engineering Printing & Kindred Industries Union (also known as AMWU)

ANNEXURE B

Authority to obtain details of work rights from DIMIA

EMPLOYMENT DETAILS

(As specified in passport or other identity document)

Family Name:

Given Name(s):

Other Name(s) used (e.g. maiden name):

Date of birth:

Nationality: _____ Passport Number: _____

Visa number: _____ Visa Expiry Date: _____

I authorise the Department of Immigration and Multicultural Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer / labour supplier.

I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer / labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.

Employee Signature:

Date:

EMPLOYMENT/LABOUR SUPPLIER DETAILS

Business Name:

Business Street Address:

Type of Business:

Name of Contact Person:

Telephone:

Fax:

Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct.

THE COMPLETED FORM SHOULD BE FAXED TO 1800 505 550

IF ALL DETAILS MATCH WITH OUR RECORDS, THE EMPLOYEES WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

J. P. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

(1830)

SERIAL C4038

BOVIS LEND LEASE FERGUSON CENTRE - PARRAMATTA PROJECT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Bovis Lend Lease Pty Ltd.

(No. IRC 4747 of 2005)

Before The Honourable Justice Walton, Vice-President

19 September 2005

AWARD

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Annexure B - Scheduled Milestones

Programme Milestones

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2. Objectives

The Parties agree to continue to develop and implement the following objectives in respect of the following four key areas on the Project:

2.1 Work Organisation

- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
- (b) Continued development of more effective management practices;
- (c) Continued development of communication processes which facilitate participation by all Employers, Employees and Unions;
- (d) Introduction of new technology and associated change to enhance productivity;
- (e) Improved quality of work; and
- (f) Increase the scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees, consistent with their classification, training and qualification.

2.2 People Development/Skills

Provision of a career structure for all Employees based on skills and competencies and increased job satisfaction.

2.3 Environment & Safety

- (a) Provision of high standards of occupational health & safety on the Project; and
- (b) Improved impact of the Project on the environment.

2.4 Generally

Implementation of this Award, and compliance with all relevant statutory provisions;

Compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;

Elimination of unproductive time;

Improved conditions for all Employees working on the Project;

Increased leisure time for Employees by eliminating excessive hours of work; and

Enhance job opportunities on the Project for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.

3. Definitions

"Award" means this Bovis Lend Lease Ferguson Centre-Parramatta Project Award made between the Parties.

"Bovis Lend Lease" means Bovis Lend Lease Pty Limited (A.C.N. 000 098 162) of 30 The Bond, 30 Hickson Road, Millers Point, Sydney NSW 2000.

"Contract Carrier" means carrier engaged in or in connection with a Contract of Carriage for the purposes of section 309 of the *Industrial Relations Act 1996* where the Contract of Carriage is for carriage of Excavation and Demolition Material.

"Construction Manager" means the Construction Manager for the Project appointed by Bovis Lend Lease from time to time.

"Contract of Carriage" shall be as defined in the *Industrial Relations Act 1996*.

"Employee" means a person engaged by an Employer and who performs work on the Project.

"Employer" means Bovis Lend Lease and/or any subcontractors engaged to work on the Project.

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

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

"Environment Health Safety and Rehabilitation Policy" means either of the plan or policy devised and implemented by the Project Manager for the Project (as amended from time to time).

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

"Monitoring Committee" means the committee established under clause 9 of this Award.

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

"Practical Completion" means the completion of the Project, where the building is fit for occupancy and/or purpose, as determined by Bovis Lend Lease's Client.

"Programme Milestones" means the milestones listed in Part 2 of Annexure B as amended by the Construction Manager from time to time.

"Project" means the construction works contracted to Bovis Lend Lease at the Ferguson Centre, 130 George Street, Parramatta.

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

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

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

"Scheduled Milestones" means those targets described in Part 1 of Annexure B as amended under Clause 6.5 from time to time.

"Unions" means each of the Unions listed in Part 2 of Annexure A.

4. Application

- (a) This Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- (b) Where Bovis Lend Lease engages a sub-contractor(s), it shall make it a condition of any contract that it enters into with its sub-contractor(s) that they will not employ or otherwise engage persons on terms which are less favourable than those set out in this Award.
- (c) This Award is intended to supplement and co-exist with the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, Unions NSW and the Unions, to manage those issues on the Project which affect more than one Employer.

5. Duration

This Award shall operate on and from 1st July 2005 until Practical Completion.

6. Industry Standards

6.1 Redundancy

- (a) Employers are required to comply with all relevant provisions of enterprise agreements or other legislative requirements in relation to Employee redundancy payments;
- (b) The Parties recognise the merit of Employers contributing to an appropriate Redundancy Scheme.

6.2 Top Up/24 Hour Income Protection Insurance

Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the U-PLUS scheme or other similar schemes which are approved by the Parties to this Award.

6.3 Productivity allowance

- (a) Provided the Scheduled Milestones and the Programme Milestones are met, the Employer will pay a productivity allowance for each hour worked on the Project.
- (b) The productivity allowance under this Award is \$1.25 per hour worked.

- (c) The Construction Manager will determine whether the Scheduled and Programme Milestones have been achieved and if the Milestones have been met, the Project Manager will advise the Employers and the Monitoring Committee accordingly.

6.4 Payment of the productivity allowance

- (a) The productivity allowance

The Parties agree that the productivity allowance is paid only if the Scheduled Milestones and the Programme Milestones are met.

The Milestones are comprised of two (2) elements:

- (i) works completed against the Programme Milestones; and
- (ii) works completed to the Scheduled Milestones.

- (b) Programme and Scheduled Milestones

The Parties agree to use their best endeavours to meet or exceed the Scheduled and Programme Milestones.

- (i) The productivity allowance shall be calculated and paid as follows:

1. the Construction Manager will review the works monthly and will verify the achievement of the Programme and Scheduled Milestones;
2. the Construction Manager will advise the client as to whether the relevant Programme and Scheduled Milestones have been achieved;
3. if the relevant Programme and Scheduled Milestones are met, the payment shall be \$1.25 per hour for each hour of time worked; and
4. payment shall be made as part of weekly wages.

- (ii) In the event that a Programme or Scheduled Milestone is not achieved, the Monitoring Committee shall meet with the Project Manager to determine:

1. the reason why the milestone target was not achieved; and
2. the action required to catch up the next milestone target.

- (iii) If a Programme Milestone or Scheduled Milestone is not achieved for two consecutive months, due to the activities or failures of the Employees:

1. the productivity allowance shall cease being paid; but
2. if in a following period work catches up to the Schedule, the completion to programme schedule component shall recommence, and shall include payments for the preceding period(s) not paid.

- (iv) Payment shall be calculated on an hours worked basis only and shall not include any calculation of award or other entitlements.

- (v) The Parties agree that achievement of the identified Scheduled Milestones shall be determined by Bovis Lend Lease's client and Unions NSW in conjunction with the Unions.

(c) Transport workers

- (i) The Parties agree that the Award does not apply to purely incidental activities such as couriers. This Award will apply to transport workers who are employed by an Employer if the relevant Employer makes deductions from the remuneration of the transport worker(s) in accordance with the "Pay As You Earn" provisions of the *Income Tax Assessment Act 1936*.
- (ii) The Parties agree that any transport worker carrying out work relating to the Project will be paid the Project productivity allowance of \$1.25 per hour, provided that the transport worker is involved with the Project for two or more hours on any calendar day.

6.5 Changing the Programme and Scheduled Milestones

The Parties agree that the Scheduled and Programme Milestones must be reviewed and updated throughout the life of the Project and that the Monitoring Committee will meet at regular intervals and with the Construction Manager, agree and set new Scheduled and Programme Milestones.

6.6 Contract Carriers

The Parties agree that all Contract Carriers shall be paid not less than the rates of remuneration set out in Part B of the Transport Industry Excavated Materials Contract Determination.

7. Environment, Health, Safety and Rehabilitation (EHS&R)

7.1 Induction

All Employees must attend an EHS&R induction course on commencement of their engagement on the Project.

7.2 Environment, Health and Safety Plans

All Employers must submit an environment, health safety and rehabilitation management plan, in accordance with the Safety Alliance for the Construction Industry "S" Pack, to Bovis Lend Lease. These plans should include evidence of:

- (a) risk assessment of their works;
- (b) hazard identification, prevention and control;
- (c) planning and re-planning for a safe working environment;
- (d) industry and trade specific induction of Employees;
- (e) monitoring performance and improvement of work methods;
- (f) reporting of all incidents and/or accidents;
- (g) compliance verification; and
- (h) regular EHS&R meetings, inspections and audits of the Project.

7.3 The Safety Committee

The Safety Committee will be properly constituted and will abide by the agreed procedures as defined in its constitution and as revised from time to time. All members of the Safety Committee will undertake Occupational Health and Safety training with Comet Training or other agreed providers. The Safety Committee may invite the Union to attend any Safety Committee meeting or site inspection.

7.4 Implementation of this Clause

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

7.5 OH&S Industry Induction

No person will be engaged on site unless he or she has completed an Industry Occupational Health and Safety Induction approved by the WorkCover Authority of NSW.

7.6 Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an employee does not have a Certificate of Competency, Comet or another agreed provider, will be contacted to assess the qualifications of the relevant Employee.

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

No mobile crane will be allowed on the Project site unless it has been certified by Cranesafe Australia (New South Wales). Such cranes will be required to display their current Cranesafe inspection label and their RTA registration certificate.

8. Dispute Resolution

One of the aims of this Award is to eliminate lost time in the event of a dispute and to achieve, through genuine negotiation, prompt resolution of any dispute.

8.1 Project Disputes

In the event of a dispute or conflict effecting more than one Employer or the progress of the Project, the following procedure will be adopted:

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of Bovis Lend Lease and the Union delegate;
- (c) Discussion between site management representatives of Bovis Lend Lease and the Union organiser;

- (d) Discussion between senior management of Bovis Lend Lease and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and Bovis Lend Lease NSW Operations Manager (or nominee);
- (f) If the dispute is not resolved after step (e), the Employer may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (g) Work shall continue without interruption or dislocation whilst the parties to the dispute are genuinely attempting to resolve the dispute.

8.2 Demarcation Disputes

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

- (a) Work shall continue without interruption or dislocation during discussion and resolution of disputes. This will not prejudice the position of any party;
- (b) Discussion between Unions NSW and the Unions to try to resolve the dispute;
- (c) The parties agree that the outcome of any matter dealt with the terms of Clause 8.2 (b), shall not be used as a precedent, reference, example or exhibit in any way whatsoever in matters arising from this Project;
- (d) If the dispute is not resolved after step (b), either Union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (e) Nothing in this sub clause shall affect the rights of an Employer or a Union in relation to the settlement of any demarcation issue.

8.4 Procedures to prevent Disputes Regarding Non- Compliance

- (a) Bovis Lend Lease will check monthly payments of subcontractors companies engaged on site, superannuation, redundancy and extra insurance to ensure payments for employees have been made as required. The Parties shall also check that employers have not introduced arrangements such as and not limited to 'all-in' payment and or 'cash-in-hand' payments, (i.e. payments designed to avoid tax and other statutory obligations and sham subcontract arrangements.) Where such practices are identified the Company will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.
- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations.
- (c) In accordance with Section 127 of the *Industrial Relations Act 1996*, Section 175(b) of the *Workers' Compensation Act 1987* or Part 5B s1G-31J of the *Payroll Tax Act 1971* the principal contractor will obtain all applicable Sub-Contractors Statements regarding workers' compensation, payroll tax and remuneration.
- (d) The Project delegate shall be given reasonable time during working hours to assist the Construction Manager, or his or her nominee, in the tasks set out in sub clauses 8.4(a) and 8.4(c) above. The Project delegate or union official shall advise Bovis Lend Lease if they believe the information which has been provided by any sub-contractor is not correct.

- (e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this Award.

9. Monitoring Committee

- (a) The Parties will establish a committee to monitor the success of this Award.
- (b) This Monitoring Committee will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- (c) The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:

- developing more flexible ways of working;
- enhancing occupational, health and safety;
- productivity plans;
- compliance with Awards and other statutory requirements by Employers; and
- inserting new scheduled milestones into Annexure B.

If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

- (d) the Monitoring Committee will meet at quarterly intervals or as required to review existing milestones and will set new milestones as appropriate during the course of this Award.

10. Productivity Initiatives

10.1 Learning initiatives

Each Employer shall be required to demonstrate to Bovis Lend Lease implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement weather

The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.

Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:

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

10.3 The Site Management Plan

- (a) The Parties agree that the Site Management Plan ("the Plan") is of paramount importance to the productive and efficient operations of the Project.
- (b) The Parties agree that they will comply with the Plan.
- (c) The Plan consists of sub-plans covering the following areas:
 - deliveries, materials handling and personnel movement;
 - pedestrians, visitors and members of the public;
 - existing operators and neighbours;
 - protection of existing trees;
 - construction noise;
 - hours of work;
 - waste management and clean up;
 - behaviour on site.
- (d) If the Construction Manager considers that an Employee or Employer has committed a serious breach of the plan, the Construction Manager will discuss this matter with the relevant Employer and Union. After this discussion the Construction Manager may recommend that the Employee/Employer be removed from the Project.

10.4 Maximising Working Time

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

10.5 Hours of Work

- (a) Ordinary hours of work shall be 8 hours per shift between 6.00am and 6.00pm Monday to Friday. However, ordinary hours may commence from 5.00am by agreement between the Employer, Employee and relevant Union.
- (b) The Parties recognise that, in general, the hours worked by individuals in the construction industry are not consistent with the objectives of maintaining high productivity or a high quality of life. As a means of improving this situation, no Employee on this Project will be expected to work in excess of 58 hours per week except in an emergency.

11. Immigration Compliance

11.1 Immigration compliance

The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Bovis Lend Lease of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an Employer on the Project, Bovis Lend Lease will act decisively to ensure compliance.

11.2 Legal right of employees to work

Employers are required, prior to employees commencing work on-site, to check the legal right of employees to work. The authorisation form attached to this Award (as per Annexure C) may assist in providing evidence of the employee's legal status.

12. Long Service Compliance

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

13. No Extra Claims

The Parties agree that they will not pursue extra claims in respect of matters covered by this Award (including but not limited to any claim for a disability allowance) during the term of this Award.

14. No Precedent

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

15. Single Bargaining Unit

This Award was negotiated by Unions NSW on behalf of the Unions and by Bovis Lend Lease in its own right and on behalf of the Employers.

16. Union Rights

The Parties to this Award acknowledge the right of Employees to be active union members and respect the right of the relevant Union to organise and recruit Employees. The Parties to this Award also acknowledge that good communication between the union official, the delegate and its members is an important mechanism in assisting the Parties to resolve grievances and disputes in a timely fashion.

16.1 Visiting Union Officials

- (a) Union officials (party to this Award) when arriving onsite, shall call at the site office and introduce themselves to a Management representative of the Employer, prior to pursuing their union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe the relevant awards, the Occupational Health and Safety Act and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) If an accredited Union official exercises a right of entry in accordance with the relevant legislation to inspect a breach, the Union official may inspect and make copies of records relevant to the suspected breach.

16.2 Project Delegate

Parties to this Award recognise that the Project workforce will elect a Project Delegate who shall be the principal spokesperson for the Project workforce.

16.3 Rights of the Project Delegate

- (a) The Parties acknowledge it is the sole right of the Project workforce to elect the Project Delegate, who shall be recognised as the authorised representative of the Unions in respect of the Project.
- (b) The Project Delegate shall have the right to approach or be approached by any Employee of an Employer to discuss industrial matters with that Employee during normal working hours.

- (c) The Project Delegate shall have the right to communicate with the Project workforce in relation to industrial matters without impediment by an Employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an Employer:
- (i) moving the Project Delegate to a workplace or work situation which prevents or significantly impedes communication with the Project workforce;
 - (ii) changing the Project Delegate's shifts or rosters so that communication with Employees is prevented or significantly impeded; and
 - (iii) disrupting duly organised meetings.
- (d) The Project Delegate shall be entitled to represent the Project workforce in relation to industrial matters on the Project, and without limiting the generality of that entitlement is entitled to be involved in representing the Project workforce:
- (i) the introduction of new technology on the Project and other forms of workplace change;
 - (ii) career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of the Employees;
 - (iii) ensuring that Employees on the Project are paid their correct wages, allowances and other lawful entitlements;
 - (iv) to check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (e) In order to assist the Project Delegate to effectively discharge his or her duties and responsibilities, the Project Delegate shall be afforded the following rights:
- (i) the right to reasonable communication with other delegates on the Project site, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
 - (ii) at least 10 days per year paid time off work to attend relevant Union training courses/forums.
- (f) The Employer of the Project Delegate shall provide to the Project Delegate the following:
- (i) a lockable cabinet for the keeping of records;
 - (ii) a lockable notice board for the placement of Union notices at the discretion of the Project Delegate;
 - (iii) where practicable, and if agreed to, a Project Delegate office;
 - (iv) where a Project Delegate office is not practicable, access to a meeting room;
 - (v) use of the telephone for legitimate union business associated with the Project;
 - (vi) from existing resources, and when required for legitimate union Project related business, access to a word-processor, typewriter, a photocopier, facsimile machine and e-mail.
- (g) There shall be no deduction to wages where a Union(s) requires the Project Delegate to attend any Court or Industrial Tribunal proceedings relating to industrial matters on the Project.

16.4 Union Membership

- (a) Properly accredited officials and workplace representatives of the Union shall have the right to be provided with appropriate access to Employees to promote the benefits of union membership.
- (b) To assist in this process the Employer shall:
 - (i) if requested, and on the written authority of the Employee, provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly basis with enough information supplied to enable the union to carry out a reconciliation; and
 - (ii) provide the union with access to talk to new Employees.
- (c) Nothing in this clause shall be contrary to the relevant legislation.

17. Australian Content

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

18. Protective Clothing

- (a) Employers will provide their Employees engaged on site with legally produced Australian made protective clothing on the following basis:

Safety Footwear

Appropriate safety footwear shall be supplied on commencement if not already provided, to all persons engaged on the Project and will be replaced on a fair wear and tear, provided it is produced to the Employer as evidence.

Clothing

Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year thereafter.

Jackets

Each person, after accumulated employment on site of 152 hours shall be eligible to be issued with warm bluey jacket or equivalent, which will be replaced once per calendar thereafter.

- (b) In circumstances where any Employee(s) of an Employer is/are transferred to the Project from another project where an issue of equivalent clothing was made, then such Employees shall not be entitled to an issue on this Project until the expiry of the calendar year or on a fair wear and tear basis.
- (c) Employees who receive from their employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or Enterprise Agreement shall not be entitled to the provisions of this clause.
- (d) Employers will consult with Unions NSW to be provided with a list of Australian manufacturers who use legal labour in the manufacturing of their work clothes.
- (e) All transport workers who are involved on the Project for longer than 2 hours on any calendar day, will be provided with safety footwear, one set of clothing and one jacket by their Employer prior to commencement on the Project, unless they have been provided with such footwear and clothing by their Employer within the previous 12 month period.

19. Workers Compensation and Insurance Cover

- (a) Employers must ensure that all persons that they engage to work on the Project are covered by workers compensation insurance.
- (b) Bovis Lend Lease will audit Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to accredited Union officials on request.
- (c) Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation.
 - (i) All Employees will report injuries to the Project first aider and their supervisor at the earliest possible time after the injury.(ii) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a WorkCover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the Project first aid officer, and their supervisor.
 - (iii) In cases where the Employee is unable to comply with the above, the relevant Employer will assist in fulfilling requirements for making a claim.
- (d) Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act 1998*, which provide that:

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

All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately.

An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;

An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer.

- (e) An Employer who has received compensation money from an insurer shall as soon as practicable pay the money to the person entitled to the compensation.

20. Apprentices

As part of the Project's commitment to learning and skills development, a ratio of one apprentice/ trainee to every five tradespersons within each Employer's workforce is to be maintained on the Project.

21. Training and Workplace Reform

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

22. Project Death Cover

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

23. 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 ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with 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*; or
 - (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 legislation referred to in this clause.

24. Personal/Carers Leave

This clause is applicable only in respect to the Carers and Parental Leave provisions.

24.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 26.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the Employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or

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

24.2 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 26.1 (c)(ii) above who is ill.

24.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 26.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

24.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in according with paragraph 23.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 26.4(a), the Employee shall be paid overtime rates in accordance with the award.

24.5 Make-up Time

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

24.6 Rostered days off

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

25. Project Close-Down Calendar

- (a) For the purposes of this Award the Parties agree that the following Project Close-down Calendar will be adopted for the Project. The Project Close-down Calendar has been produced with a view to maximising quality leisure time off for all employees. Accordingly, the Parties agree that on certain weekends (as set out in the Project Close-down Calendar), no work shall be carried out.
- (b) Provided, however, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out below, subject to the agreement of the appropriate union secretary, or his or her nominee. In such circumstances reasonable notice (where possible), shall be given.

Project Shut-down Calendar 2005 -2006

Saturday	October 1	Labor Day Shut Down Weekend
Sunday	October 2	
Monday	October 3	Labor Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	Union Picnic Day Shut Down Weekend
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO
Friday	December 23	RDO
Saturday	December 24	No work Saturday
Monday	December 26	Public Holiday
Tuesday	December 27	Public Holiday
Monday	January 2	Public Holiday
Thursday	January 26	No Work Public Holiday
Friday	January 27	RDO (fixed)
Saturday	January 28	No Work Saturday
Sunday	January 29	No Work Sunday

Friday	April 14	No Work Public Holiday
Saturday	April 15	No Work Saturday
Sunday	April 16	No Work Sunday
Monday	April 17	No Work Public Holiday
Saturday	April 22	No Work Saturday
Sunday	April 23	No Work Sunday
Monday	April 24	RDO (fixed)
Tuesday	April 25	No Work Public Holiday

ANNEXURE A (PARTIES)

Part 1

EMPLOYERS:

Bovis Lend Lease Pty Limited and/or any subcontractors engaged to work on the Project.

Part 2

UNIONS:

Unions NSW

Construction Forestry Mining and Energy Union (NSW Branch) (CFMEU)

New South Wales Plumbers and Gasfitters Employees Union;

Automotive Food Metals Engineering Printing & Kindred Industries Union (also known as AMWU)

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

ANNEXURE B

Part 1

Scheduled Milestones

Milestone	Objective	Indicator	Assessment
1. Programme	Maintain and achieve Nett Construction Program	Follow Overall, Medium Range & Short Range Programmes	
2. EH&S	Protection and relationship with public and tenants. Reduction of potential class one occurrences. Compliance with Safe work method statements. Inductions to site and to SWMS.	Minimise disruption to public and tenants. Reduction in severity and frequency of P1's. Reduction in safety indicators. Monitor SWMS and actual method. All employees attend inductions.	
3. Quality	Compliance with AFC specifications drawings and documentation.	Verification of ITP's and Consultant QA reports.	

4. Behaviour/Hours of Work	Quiet enjoyment for the existing tenants. Refer Management Plan for further issues.	No Complaints	
5. Zero Lost Time	No lost time due to site stoppages.	Marked up programme	

Part 2

Programme Milestones

Milestone 1	Complete levels 4,5,6,7 & 8	14 October 2005
Milestone 2	Complete façade	15 January 2006
Milestone 3	Practical Completion	23 February 2006

ANNEXURE C

AUTHORITY TO OBTAIN FROM DIMA DETAILS OF IMMIGRATION STATUS

I, _____
 (Family Name) (Given Name/s)
 Date of Birth: _____ Nationality: _____

Visa number: _____ Passport number: _____

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

 (Name of employer representative)

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

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

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

Signed: _____ Dated: _____

Name of employer: _____

Phone: _____ Fax: _____

Please fax this form to:
 The Department of Immigration and Multicultural Affairs

Fax: 1800 505 550

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

Printed by the authority of the Industrial Registrar.

(1833)

SERIAL C4132**PARRAMATTA COURTS PRECINCT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Multiplex NSW Pty Ltd.

(No. IRC 5255 of 2005)

Before The Honourable Justice Wright, President

13 October 2005

AWARD**1. Arrangement**

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 - 2.2 Environment & Safety
 - 2.3 Generally
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25. Project Close-down Calendar

Annexure A - Parties

Annexure B - Authority to Obtain Details of Immigration
Status from DIMIA

2. Objectives

The Parties agree to continue to develop and implement the following objectives in respect of the following four key areas on the Project:

2.1 Work Organisation

- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
- (b) Continued development of more effective management practices;
- (c) Continued development of communication processes which facilitate participation by all Employers, Employees and Unions;
- (d) Introduction of new technology and associated change to enhance productivity;
- (e) Improved quality of work.

2.2 Environment & Safety

Provision of high standards of Environmental and Health & Safety management throughout the Project.

2.3 Generally

- (a) Implementation of this Award, and compliance with all relevant statutory provisions;
- (b) Compliance with the provisions of any applicable award, Enterprise Agreement or other certified industrial instrument;
- (c) Elimination of unproductive time;
- (d) Reward Employees for improvements in productivity on the Project;
- (e) Enhance job opportunities on the Project for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.

3. Definitions

"Award" means the Parramatta Courts Precinct Award made between the Parties.

"Contract Carrier" means a carrier engaged in or in connection with a Contract of Carriage for the purposes of section 309 of the *Industrial Relations Act* 1996 where the Contract of Carriage is for carriage of Excavation and Demolition Material.

"Construction Manager" means the Construction Manager for the Project appointed by Multiplex from time to time.

"Contract of Carriage" shall be as defined in the *Industrial Relations Act* 1996.

"Employee" means a person engaged by an Employer and who performs work on the Project.

"Employer" means Multiplex and/or any subcontractor engaged to work on the Project.

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

"HS&R" means Health, Safety and Rehabilitation.

"Health Safety and Rehabilitation Policy" means the plan or policy devised and implemented by the Project Manager for the Project (as amended from time to time).

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

"Multiplex" means Multiplex NSW Pty Ltd (A.C.N. 107 007 527) of 1 Kent Street, Sydney NSW 2000.

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

"Practical Completion" means the completion of the Project, where the building is fit for occupancy and/or purpose, as determined by Multiplex and the client.

"Productivity Milestones Committee" means the committee established under clause 7 of this Award.

"Project" means the construction works contracted to Multiplex.

"Project Milestones" means significant events in the Project as specified in each subcontractor's contract with Multiplex.

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

"Unions" means each of the Unions listed in Part 2 of Annexure A.

4. Application

- (a) This Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- (b) This Award is intended to supplement and co-exist with the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, Unions NSW and the Unions, to manage various issues on the Project so as to deliver the Project on time.

5. Leave Reserved

The Union parties to this Award reserve the right to seek to vary the Award if they find that an Employer is not implementing the Award terms.

6. Duration

This Award shall operate on and from 8 August 2005 until Practical Completion.

7. Productivity Allowance

- (a) A Productivity Allowance is payable to Employees by their respective Employer in addition to the other entitlements specified in this Award, in return for the achievement of Project Milestones.
- (b) Immediately upon Project commencement a Milestones Monitoring Committee shall be established. The Committee shall consist of an equal number of Employer and Employee representatives.
- (c) Milestones for the purpose of a lump sum payment shall be identified and be in accordance with each individual subcontractors contract milestones. In accordance with each subcontract, milestone periods shall include a reasonable allowance for delays eg inclement weather, site coordination. In addition the achievement of milestones may be effected by an "extraordinary event".
- (d) An "extraordinary event" is defined as an event that occurs that is beyond the ability of the parties to influence and which affects the project as a whole. Such an event may also include a demonstrable error in the determination of a milestone/s. Where the Milestones Monitoring Committee consider that an extraordinary event has occurred, then the matter shall be referred to mutually agreed senior management representatives from Multiplex and Unions to be resolved. In such circumstances the milestone date may be extended to an "adjusted milestone date".
- (e) On achievement of a milestone and/or adjusted milestone, a lump sum milestone payment that equates to \$3.00 per hour worked leading up to the milestone shall be made to each Employee.
- (f) In the event that a milestone date or adjusted milestone date is not achieved, the milestone lump sum payment shall not be paid. However a milestone lump sum payment shall be made when the milestone is actually achieved ("late milestone"). This lump sum payment for achieving the late milestone shall be reduced on a pro rata basis by the amount of extra time taken beyond the milestone date.
- (g) The Parties agree that the Award does not apply to purely incidental activities such as couriers. This Award will apply to transport workers who are employed by an Employer if the relevant Employer makes deductions from the remuneration of the transport worker(s) in accordance with the "Pay As You Earn" provisions of the *Income Tax Assessment Act 1936*.
- (h) Subject to clauses 7(c)-(f), the Parties agree that any transport worker carrying out work relating to the Project will be paid the Project productivity allowance of \$3.00 per hour, provided that the transport worker is involved with the Project for two or more hours on any calendar day.

8. Health, Safety and Rehabilitation (HS&R)

8.1 Induction

All Employees must attend an induction course on commencement of their engagement on the Project.

8.2 Health and Safety Plans

All Employers must submit an environment, health, safety and rehabilitation management plan to Multiplex. These plans must include as a minimum procedures and methods that cover:

- (a) risk assessment of their works;
- (b) hazard identification, prevention and control;
- (c) planning and re-planning for a safe working environment;
- (d) industry and trade specific induction of Employees;

- (e) monitoring performance and improvement of work methods;
- (f) reporting of all incidents and/or accidents;
- (g) compliance verification; and
- (h) regular HS&R meetings, inspections and audits of the Project.

8.3 The Safety Committee

The Safety Committee will be properly constituted and will abide by the agreed procedures as defined in its constitution and as revised from time to time. All members of the Safety Committee will undertake Occupational Health and Safety training with an agreed provider. The Safety Committee may recommend inviting a Union official or other guest to attend any Safety Committee meeting or site inspection.

8.4 Implementation of this Clause

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures and to the Project Environment Health and Safety Policy.
- (b) If the Construction Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Construction Manager on recommendation from the Safety Committee) may implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.
- (c) The Parties agree that consistent with the requirements of the NSW OHS ACT 2000 that in the event an unsafe condition exists, work is to continue in all areas not affected by that condition and that an Employer may direct Employees to move to a safe place of work. No Employee will be required to work in any unsafe area or situation.

8.5 OH&S Industry Induction

A person will not be engaged on site unless he or she has completed an Industry Occupational Health and Safety Induction approved by the WorkCover Authority of NSW.

8.6 Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an Employee does not have a Certificate of Competency, an agreed provider will be contacted to assess the qualifications of the relevant Employee.

8.7 Temporary Power/Testing and Tagging

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

8.8 Crane Safety

A mobile crane will not be allowed on the Project site unless it has been certified by Cranesafe Australia (New South Wales). All cranes on the Project site will be required to display their current Cranesafe inspection label and their RTA registration certificate.

8.9 Top-Up Insurance

Each Employer will provide Workers' Compensation Top-Up/24 Hour Income Accident Insurance for all of their respective Employees who work on the Project with the U-PLUS or other similar schemes.

9. Dispute Resolution

One of the aims of the Award is to eliminate lost time in the event of a dispute and to achieve, through genuine negotiation, the prompt resolution of any dispute.

9.1 Project Disputes

If there is a dispute or conflict effecting more than one Employer or the progress of the Project, the following procedure will be adopted:

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

Employees shall have a right to be or not to be represented by a union or workplace representative.

9.2 Demarcation Disputes

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

- (a) Work shall continue without interruption or dislocation during discussion and resolution of disputes. The continuation of work in such circumstances will not prejudice the position of any party;
- (b) Discussion between Unions NSW and the Unions to try to resolve the dispute;
- (c) The Parties agree that the outcome of any matter dealt with under the terms of clause 9.2 (b), shall not be used as a precedent, reference, example or exhibit in any way whatsoever in matters arising from this Project;
- (d) If the dispute is not resolved after step (b), either Union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW); and

- (e) Nothing in this sub clause shall affect the rights of an Employer or a Union in relation to the settlement of any demarcation issue.

9.3 Procedures to prevent Disputes Regarding Non- Compliance

- (a) Multiplex will check monthly payments of subcontractors companies engaged on site with respect to their Employee's entitlements so as to ensure compliance with relevant award, enterprise agreements or other legislative obligations. Multiplex shall also check that Employers have not introduced arrangements such as unlawful 'all-in' payments or 'cash-in-hand' payments, (i.e. payments designed to avoid tax and other statutory obligations and sham subcontract arrangements.) Where such practices are identified the Employer will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.
- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations.
- (c) In accordance with Section 127 of the *Industrial Relations Act* 1996, Section 175(b) of the *Workers' Compensation Act* 1987 or Part 5B s1G-31J of the *Payroll Tax Act* 1971 Multiplex will obtain all applicable Sub-Contractors Statements regarding workers' compensation, payroll tax and remuneration.
- (d) Provided the project delegate/workforce representative is an Employee of an Employer then he or she shall be given reasonable time during working hours to assist the Construction Manager, or his or her nominee to perform the tasks set out in clauses 9.3(a) and 9.3(c). The union delegate or another workplace representative shall advise Multiplex if they believe the information which has been provided by any sub-contractor is not correct.
- (e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this Award.

10. Productivity Initiatives

10.1 Learning initiatives

Each Employer shall be required to implement skill enhancement and workplace reform programs while working on the Project.

10.2 Inclement weather

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

- (iv) All Parties are committed to an early resumption of work following any cessation of work due to inclement weather; and
- (v) The Parties agree the practice of "one out, all out" will not occur.

10.3 Maximising Working Time

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

10.4 Approach to Inoperative Hoist

The Parties agree that where for reasons of maintenance or breakdown a hoist is inoperative. Then access to work areas will be by stairs. Provided that sufficient time is allocated for persons to travel to and from their work areas to and from amenities at smoko and lunch times and for toilet breaks. And further provided that such arrangements are discussed with the Project Health and Safety Committee

11. Building Codes

The Parties agree that if any difficulty arises in respect of Multiplex's ability to comply with building codes (state or federal) (including any guidelines), the Unions will meet with Multiplex and discuss the issue. After this discussion, Multiplex may apply to the NSW Industrial Relations Commission to vary this Award to the extent necessary to achieve compliance with state and/or federal building codes. The Union parties reserve their rights in respect of such matters.

12. Immigration Compliance

12.1 Immigration compliance

The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Multiplex of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an Employer on the Project, Multiplex will act decisively to ensure compliance.

12.2 Legal right of Employees to work

Employers are required, prior to Employees commencing work on-site, to check the legal right of Employees to work. The authorisation form attached to this Award (as per Annexure B) may assist in providing evidence of an Employee's legal status.

13. Long Service Compliance

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

14. No Extra Claims

The Parties agree that they will not pursue extra claims in respect of any matter (whether in this Award or not) during the term of this Award.

15. No Precedent

The Parties will not use this Award as a precedent and this Award will not create a claim for flow-on of on-site wage rates and conditions.

16. Union Rights

The Parties to this Award acknowledge the right of Employees to be active union members and respect the right of the relevant Union to organise and recruit Employees. The Parties to this Award also acknowledge that good communication between the union official, the Project Delegate and Union members is an important mechanism in assisting the Parties to resolve grievances and disputes in a timely fashion.

16.1 Visiting Union Officials

Officials will comply with relevant legislative right of entry provisions applying from time to time.

16.2 Project Delegate

Parties to this Award recognise that the Project workforce will have the right to elect a Project Delegate who on election shall be the principal spokesperson for union members of the Project workforce.

16.3 Rights of the Project Delegate

- (a) The Parties acknowledge it is the sole right of the Project workforce to elect the Project Delegate, who shall be recognised as the authorised representative of the Unions in respect of the Project.
- (b) The Project Delegate shall have the right to approach or be approached by any Employee of an Employer to discuss industrial matters with that Employee during normal working hours provided that any Employee shall have the right to not be approached if they so choose.
- (c) The Project Delegate shall have the right to communicate with the Employees in relation to industrial matters without impediment by an Employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an Employer:
 - (i) Moving the Project Delegate to a workplace or work situation which prevents or significantly impedes communication with the Project workforce;
 - (ii) changing the Project Delegate's shifts or rosters so that communication with Employees is prevented or significantly impeded; and
 - (iii) provided that (c)(i) - (ii) above, do not in any way limit an Employer's prerogative to allocate normal duties in accordance with the Employer's requirements.
- (d) The Project Delegate shall be entitled to represent the Employees in relation to industrial matters on the Project, and without limiting the generality of that entitlement is entitled to be involved in representing the Project workforce in relation to proposals for:
 - (i) the introduction of new technology on the Project and other forms of workplace change that may impact on the project workforce;
 - (ii) career path, reclassification, training issues;
 - (iii) ensuring that Employees are aware of their correct wages, allowances and other lawful entitlements and if becoming aware that such wages allowances and entitlements are not being paid then informing Multiplex; and
 - (iv) to check with Multiplex that superannuation, long service leave and redundancy has been paid on time, subject to relevant legislation.

- (e) In order to assist the Project Delegate to effectively discharge his or her duties and responsibilities, the Project Delegate shall be afforded the following rights:
 - (i) the right to reasonable communication with other delegates on the Project site, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work; and
 - (ii) at least 10 days per year paid time off work to attend relevant Union training courses/forums.
- (f) The Employer of the Project Delegate shall provide to the Project Delegate the following:
 - (i) a lockable cabinet for the keeping of records;
 - (ii) a lockable notice board for the placement of Union notices at the discretion of the Project Delegate;
 - (iii) where practicable, and if agreed to, a Project Delegate office;
 - (iv) where a Project Delegate office is not practicable, access to a meeting room;
 - (v) use of the telephone for legitimate union business associated with the Project;
 - (vi) from existing resources, and when required for legitimate union Project related business, access to a word-processor, typewriter, a photocopier, facsimile machine and e-mail.
- (g) There shall be no deduction to wages where a Union(s) requires the Project Delegate to attend any Court or Industrial Tribunal proceedings relating to industrial matters on the Project.

16.4 Union Membership

- (a) Subject to right of entry laws, properly accredited officials and workplace representatives of the Union shall have the right to be provided with appropriate access to Employees to promote the benefits of union membership.
- (b) To assist in the process referred to in (a), the Employer shall if requested, and on the written authority of the Employee, provide payroll deduction services for union fees: such fees shall be remitted to the union on a monthly basis with enough information supplied to enable the union to carry out a reconciliation.
- (c) Nothing in this clause shall be contrary to the relevant legislation.

17. Australian Content

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

18. Protective Clothing

- (a) Employers will provide their Employees engaged on site with legally produced Australian made protective clothing on the following basis:

Safety Footwear

Appropriate safety footwear shall be supplied on commencement if not already provided, to all persons engaged on the Project and will be replaced on a fair wear and tear, provided it is produced to the Employer as evidence.

Clothing

Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year thereafter.

Jackets

Each person, after accumulated employment on site of 152 hours shall be eligible to be issued with warm bluey jacket or equivalent, which will be replaced once per calendar thereafter.

- (b) In circumstances where any Employee(s) of an Employer is/are transferred to the Project from another project where an issue of equivalent clothing was made, then such Employees shall not be entitled to an issue on this Project until the expiry of the calendar year or on a fair wear and tear basis.
- (c) Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or Enterprise Agreement shall not be entitled to the provisions of this clause.
- (d) Employers will consult with the Unions to be provided with a list of Australian manufacturers who use legal labour in the manufacturing of their work clothes.
- (e) All transport workers who are involved on the Project for longer than 2 hours on any calendar day, will be provided with safety footwear, one set of clothing and one jacket by their Employer prior to commencement on the Project, unless they have been provided with such footwear and clothing by their Employer within the previous 12 month period.

19. Workers Compensation and Insurance Cover

- (a) Employers must ensure that all persons that they engage to work on the Project are covered by workers compensation insurance.
- (b) Multiplex will audit Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to accredited Union officials on request.
- (c) Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation.
 - (i) All Employees will report injuries to the Project first-aider and their supervisor at the earliest possible time after the injury.
 - (ii) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a WorkCover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the Project first aid officer, and their supervisor.
 - (iii) In cases where the Employee is unable to comply with the above, the relevant Employer will assist in fulfilling requirements for making a claim.
- (d) Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act 1998*, which provide that:

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

All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately;

An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;

An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer.

- (e) An Employer who has received compensation money from an insurer shall as soon as practicable pay the money to the person entitled to the compensation.

20. Apprentices

As part of the Project's commitment to learning and skills development, a ratio of one apprentice/trainee to every five tradespersons within each Employer's workforce is to be maintained on the Project.

21. Training and Workplace Reform

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

22. Project Death Cover

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

23. 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 ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with 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*; or
 - (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 legislation referred to in this clause.

24. Personal/Carers Leave

This clause is applicable only in respect to the Carers and Parental Leave provisions.

24.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 24.1 (c) (ii) 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, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness requires 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 sub clause is subject to:
 - (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the Employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
 - (d) a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or
 - (e) a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other: and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

24.2 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 24.1 (c)(ii) above who is ill.

24.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 24.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

24.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 24.4(a) above, and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 24.4(a), the Employee shall be paid overtime rates in accordance with the award.

24.5 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.

24.6 Rostered days off

- (a) An Employee may elect, with the consent of the Employer, to take a RDO at any time.
- (b) An Employee may elect, with the consent of the Employer, to take RDO's in part day amounts.
- (c) An Employee may elect, with the consent of the Employer, to accrue some or all RDO's 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 Employer or the Employee.
- (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 Unions to participate in negotiations.

25. Project Close-Down Calendar

- (a) For the purposes of this Award the Parties agree that the following Project Close-down Calendar will be adopted for the Project.

- (b) However, where there is an emergency, special client need or other work identified by Multiplex, work can be undertaken on the weekends and adjacent RDO's as set out below, subject to the agreement of the parties to this award. In such circumstances reasonable notice (where possible), shall be given.

PROJECT CLOSE DOWN CALENDAR 2005

Saturday	January 1	New Year's Day
Sunday	January 2	
Monday	January 3	New Year's Day Public Holiday
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday
Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 2	October 1
Sunday		
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

PROJECT CLOSE DOWN CALENDAR 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday

Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday

PROJECT CLOSE DOWN CALENDAR 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

The Parties shall agree to a Project Site Calendar for 2008 consistent with the industry calendar between the Parties. The site calendar shall follow the same principles as those established for the 2007 calendar.

ANNEXURE A (PARTIES)

Part 1

EMPLOYERS:

Multiplex NSW Pty Ltd and/or any subcontractors engaged to work on the Project.

Part 2

UNIONS:

Unions NSW
Construction Forestry Mining and Energy Union (NSW Branch) (CFMEU)
New South Wales Plumbers and Gasfitters Employees Union;
Automotive Food Metals Engineering Printing & Kindred Industries Union (also known as AMWU)
Electrical Trades Union of Australia (NSW Branch)
Transport Workers Union (TWU)

ANNEXURE B

AUTHORITY TO OBTAIN DETAILS OF IMMIGRATION STATUS FROM DIMIA

I, _____
(Family Name) (Given Name/s)

Date of Birth: _____ Nationality: _____

Visa number: _____ Passport number: _____

authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release by fax to:

(Name of employer representative)

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

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

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

Signed: _____ Dated: _____

Name of employer: _____

Phone: _____ Fax: _____

Please send or fax this form to:

The Department of Immigration and Multicultural and Indigenous Affairs

Phone: (02) 9258 4730

Fax: (02) 9258 4763

F. L. WRIGHT *J, President.*

Printed by the authority of the Industrial Registrar.

(1609)

SERIAL C3900

REAL ESTATE INDUSTRY (CLERICAL AND ADMINISTRATIVE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, industrial organisation of employees.

(No. IRC 3199 of 2005)

Before Commissioner Murphy

12 July 2005

VARIATION

1. Delete subclause (m) of clause 5, Classification Structure and Wages, of the award published 24 October 2003 (341 I.G. 820) and insert in lieu thereof the following:
 - (m) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

The following minimum rates of wages shall take effect from 12 July 2005.

- (i) Adults

Grade	Weekly Rate Pre SWC 2005 \$	SWC 2005 \$	Weekly Rate \$
1	506.60	17.00	523.60
2	527.50	17.00	544.50
3	561.20	17.00	578.20
4	602.90	17.00	619.90
5	663.50	17.00	680.50

(ii) Juniors

(a) Equivalent to Grade 3 or above

Age	Weekly Rate Pre SWC 2005 \$	SWC 2005 %	Weekly Rate \$
At 17 years of age	267.05	3	275.05
At 18 years of age	329.95	3	339.85
At 19 years of age	377.15	3	388.45
At 20 years of age	445.25	3	458.60

(b) All other junior employees

Age	Weekly Rate Pre SWC 2005 \$	SWC2005 %	Weekly Rate \$
Under 17 years of age	200.45	3	206.45
At 17 years of age	250.90	3	258.45
At 18 years of age	307.55	3	316.80
At 19 years of age	348.75	3	359.20
At 20 years of age	410.40	3	422.70

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	13(a) and (b)	Meal Allowance (Overtime)	10.85
2	17(c)	Own Car Allowance: For a vehicle 1,500cc and under For a vehicle over 1,500cc	83.35 per week 103.50 per week
3	17(d)	Own car allowance: For use on a casual or incidental basis	0.57 per km
4	19	First-aid Allowance	8.90 per week

3. This variation shall take effect from the first full pay period to commence on or after 12 July 2005.

J. P. MURPHY, Commissioner.

(125)

SERIAL C3899

CLERICAL AND ADMINISTRATIVE EMPLOYEES, HIRE CARS AND TAXIS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, industrial organisation of employees.

(No. IRC 3199 of 2005)

Before Commissioner Murphy

12 July 2005

VARIATION

1. Delete subclause (x) of clause 9, Classification Structure and Wages, of the award published 4 August 2000 (317 I.G. 665) and insert in lieu thereof the following:
 - (x) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (i) any equivalent over-award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

The following minimum rates of wages shall take effect from 12 July 2005.

- (i) Adults

Grade	Weekly Rate Pre SWC 2005 \$	SWC 2005 \$	Weekly Rate \$
1	506.60	17.00	523.60
2	527.50	17.00	544.50
3	561.20	17.00	578.20
4	602.90	17.00	619.90
5	663.50	17.00	680.50

Provided that no employee employed as at 11 August 1997 is to receive less pay as a result of regrading under this award. In the event that such regrading results in a lower grading, the present wage rate is to be maintained until overtaken by award increases.

Note: See clause 11, Payment of Wages, for appropriate grading.

See clause 11 to establish the appropriate grade. The elements in clause 11 are to ensure that the appropriate grade is arrived at.

The new grading structure incorporates the previous telephonist and radio operator loadings. The new grading structure also incorporates the supervisory and responsibility allowances that were paid under the previous award.

(ii) Juniors

(a) Equivalent to Grade 3 or above

Age	Weekly Rate Pre SWC 2005 \$	SWC 2005 %	Weekly Rate \$
At 17 years of age	267.05	3	275.05
At 18 years of age	329.95	3	339.85
At 19 years of age	377.15	3	388.45
At 20 years of age	445.25	3	458.60

(b) All other junior employees

Age	Weekly Rate Pre SWC 2005 \$	SWC 2005 %	Weekly Rate \$
Under 17 years of age	200.45	3	206.45
At 17 years of age	250.90	3	258.45
At 18 years of age	307.55	3	316.80
At 19 years of age	348.75	3	359.20
At 20 years of age	410.40	3	422.70

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8(i)(a)	Shifts rotating day, afternoon, night	35.05 per week
2	8(i)(b)	Shifts rotating day, afternoon	35.05 per week
3	8(i)(c)	Shifts rotating day, day, afternoon	35.05 per week
4	8(i)(d)	Shifts rotating day, day, night	35.05 per week
5	8(i)(e)	Shifts rotating day, night	38.75 per week
6	8(i)(f)	Shift clerks working on a weekly shift system - Night, afternoon Night only Afternoon only Early morning shift	44.55 per week 44.55 per week 44.55 per week 44.55 per week
7	8(i)(g)	Any other combination of shifts	10.00 per shift
8	12(iii)(b)	Meal allowance for overtime worked - 2 hours or more After a further 4 hours	11.45 11.45
9	28(i)	First-aid Allowance	8.90

3. This variation shall take effect from the first full pay period to commence on or after 12 July 2005.

J. P. MURPHY, Commissioner.

(134)

SERIAL C3898

CLERICAL AND ADMINISTRATIVE EMPLOYEES LEGAL INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, industrial organisation of employees.

(No. IRC 3199 of 2005)

Before Commissioner Murphy

12 July 2005

VARIATION

1. Delete subclause (xv) of clause 3, Classification Structure and Salaries, of the award published 10 December 1999 (312 I.G. 703), and insert in lieu thereof the following:

(xv) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. 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 the amount of \$763.00 appearing in subclause (i) of clause 21, Exemptions, and insert in lieu thereof the following:

\$783.00

3. Delete Table 1 - Salaries of Part B Monetary Rates and insert in lieu the following:

PART B

MONETARY RATES

Table 1 - Salaries

The following minimum rates of wages shall take effect from 12 July 2005.

- (i) Adults

Grade	Weekly Rate Pre SWC 2005 \$	SWC 2005 \$	Weekly Rate \$
1	506.60	17.00	523.60
2	527.50	17.00	544.50
3	561.20	17.00	578.20
4	602.90	17.00	619.90
5	663.50	17.00	680.50

(ii) Juniors - The minimum rates per week for junior employees shall be as follows:

(a) Equivalent to Grade 3 or above:

Age	Weekly Rate Pre SWC 2005 \$	SWC 2005 %	Weekly Rate \$
At 17 years of age	267.05	3	275.05
At 18 years of age	329.95	3	339.85
At 19 years of age	377.15	3	388.45
At 20 years of age	445.25	3	458.60

(b) All other junior employees:

Age	Weekly Rate Pre SWC 2005 \$	SWC 2005 %	Weekly Rate \$
Under 17 years of age	200.45	3	206.45
At 17 years of age	250.90	3	258.45
At 18 years of age	307.55	3	316.80
At 19 years of age	348.75	3	359.20
At 20 years of age	410.40	3	422.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Details	Amount \$
1	7 and 8(iii)	Meal Allowance	10.85
2	3(xi)	Saturday Loadings	14.95 (Adults) 10.10 (Juniors)
3	19(iii)	Own Car Allowance: For vehicle 1,500cc and under For a vehicle over 1,500cc	83.35 per week 103.05 per week
4	19(iv)	Own Car Allowance: For use on a casual or incidental basis	0.57/km

4. This variation shall take effect from the first full pay period to commence on or after 12 July 2005.

J. P. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

(135)

SERIAL C3897**CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, industrial organisation of employees.

(No. IRC 3199 of 2005)

Before Commissioner Murphy

12 July 2005

VARIATION

1. Delete subclause (xv) of clause 5, Classification Structure and Wages, of the award published 14 February 1997 (296 I.G. 619) and insert in lieu thereof the following:
 - (xv) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

The following minimum rates of wages shall take effect from the first pay period to commence on or after 12 July 2005.

- (i) Adults

Grade	Weekly Rate Pre SWC 2005 \$	SWC 2005 \$	Weekly Rate \$
1	506.60	17.00	523.60
2	527.50	17.00	544.50
3	561.20	17.00	578.20
4	602.90	17.00	619.90
5	663.50	17.00	680.50

- (ii) Provided that:
 - (a) No employee employed as at 25 October 1996 is to receive less pay a result of regrading under this award. In the event that such regrading results in a lower grading, the present salary is to be maintained until overtaken by award increases.
 - (b) Over-award payments may be absorbed into any increase arising under this award.

(iii) Juniors

The minimum rates of wages per week for junior employees shall be as follows:

(a) Equivalent to Grade 3 or above

Age	Weekly Rate Pre SWC 2005 \$	SWC 2005 %	Weekly Rate \$
At 17 years of age	267.05	3	275.05
At 18 years of age	329.95	3	339.85
At 19 years of age	377.15	3	388.45
At 20 years of age	445.25	3	458.60

(b) All other junior employees

Age	Weekly Rate Pre SWC 2005 \$	SWC 2005 %	Weekly Rate \$
Under 17 years of age	200.45	3	206.45
At 17 years of age	250.90	3	258.45
At 18 years of age	307.55	3	316.80
At 19 years of age	348.75	3	359.20
At 20 years of age	410.40	3	422.70

(iv) Telephone Canvassers

Classification	Weekly Rate Pre SWC 2005 \$	SWC 2005 \$	Weekly Rate Full-time \$	Weekly Rate Part-time (weekly rate divided by 38) \$	Hourly Rate Casual (weekly rate divided by 38 plus 20% loading) \$
Telephone Canvasser	484.10	17.00	501.10	13.20	15.85

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.1(x)(a)	Saturday Loadings: Adults Employees under 21 years of age	14.95 per week 10.10 per week
2	7(iii)(b)	Meal Money (Shift Work)	10.85
3	12(iii)(a) and (b)	Meal Allowance (Overtime)	10.85
4	16(iii)	Own Car Allowance: For a vehicle 1,500 cc and under For a vehicle over 1,500 cc	83.35 per week 103.05 per week
5	16(iv)	Own Car Allowance: For use on a casual or incidental basis	0.57 per km
6	18	First-aid Allowance	8.90 per week

3. This variation shall take effect from the first full pay period to commence on or after 12 July 2005.

J. P. MURPHY, Commissioner.

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(1614)

SERIAL C4116**TRAINING WAGE (STATE) AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, State Peak Council for Employees.

(No. IRC 4784 of 2005)

Before Mr Deputy President Grayson

30 September 2005

VARIATION

1. Delete subclause (d), of clause 7, Wages, of the award published 26 September 2003 (341 I.G. 569) and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2005. 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 wages adjustments.
2. Delete subparagraph (b), of paragraph (ii), of subclause (k), of clause 7, Wages, and insert in lieu thereof the following:
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:-

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	470.00	488.00
Industry/Skill Level B	452.00	469.00
Industry/Skill Level C	405.00	420.00

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

PART B**Monetary Rates****Table 1 - Weekly Rates - Industry/Skill Level A**

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

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	221.00	243.00	293.00
Plus 1 year out of school	243.00	293.00	340.00
Plus 2 years	293.00	340.00	396.00
Plus 3 years	340.00	396.00	453.00
Plus 4 years	396.00	453.00	453.00
Plus 5 years or more	453.00	453.00	453.00

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

Table 2 - Weekly Rates - Industry/Skill Level B

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

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	221.00	243.00	283.00
Plus 1 year out of school	243.00	283.00	325.00
Plus 2 years	283.00	325.00	382.00
Plus 3 years	325.00	382.00	435.00
Plus 4 years	382.00	435.00	435.00
Plus 5 years or more	435.00	435.00	435.00

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

Table 3 - Weekly Rates - Industry/Skill Level C

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

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	221.00	243.00	278.00
Plus 1 year out of school	243.00	278.00	312.00
Plus 2 years	278.00	312.00	349.00
Plus 3 years	312.00	349.00	390.00
Plus 4 years	349.00	390.00	390.00
Plus 5 years or more	390.00	390.00	390.00

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

Table 4 - Weekly Rates - School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
School based traineeships Skill Levels A, B and C	221.00	243.00

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

Table 5 - Hourly Rates for Trainees Who Have Left School

Wage Level A	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.27	7.99	9.64
Plus 1 year after leaving school	7.99	9.64	11.18

Plus 2 years	9.64	11.18	13.03
Plus 3 years	11.18	13.03	14.90
Plus 4 years	13.03	14.90	14.90
Plus 5 years or more	14.90	14.90	14.90
Wage Level B			
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.27	7.99	9.31
Plus 1 year after leaving school	7.99	9.31	10.69
Plus 2 years	9.31	10.69	12.57
Plus 3 years	10.69	12.57	14.31
Plus 4 years	12.57	14.31	14.31
Plus 5 years or more	14.31	14.31	14.31
Wage Level C			
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.27	7.99	9.14
Plus 1 year after leaving school	7.99	9.14	10.26
Plus 2 years	9.14	10.26	11.48
Plus 3 years	10.26	11.48	12.83
Plus 4 years	11.48	12.83	12.83
Plus 5 years or more	12.83	12.83	12.83

Table 6 - Hourly Rates for School-Based Trainees

	Year of schooling	
	Year 11 \$	Year 12 \$
Wage levels A, B and C	7.27	7.99

4. This variation shall take effect from the first full pay period commencing on or after 30th September 2005.

J. P. GRAYSON *D.P.*

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(349)

SERIAL C4083

GENERAL CONSTRUCTION AND MAINTENANCE, CIVIL AND MECHANICAL ENGINEERING, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3151 of 2005)

Before The Honourable Justice Walton, Vice-President

1 September 2005

VARIATION

1. Delete subclause (ii) of clause 3, Wages, of the award published 21 December 2001 (330 I.G. 549), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, state wage case, and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Wages

Classification	Column 1 Unloaded Hourly Rate (3(i)(a)) \$	Column 2 Total All purpose Hourly Rate (3(i)(b)) \$
(i) Daily Employees		
Civil Construction Worker Grade 1 - Construction Worker - Other Adzeperson, augerperson or sawperson Assistant depotperson Axeperson Ballast - labourer discharging from punt Bridge foundations - labourer engaged in boring for (except machineperson) Compressed and/or mastic asphalt labourer; Caulker Crusher feeder and sand roller attendant Divers' pumper Flying fox - labourer Forest devil - labourer Incinerator attendant (Cockatoo Dockyard)	13.4553	15.32

<p>Labourer destroying rabbits (if required to provide transport \$1.55 per day extra and \$1.11 cents per week extra shall be paid for each dog not exceeding two dogs) Pole erecting - labourers erecting telegraph poles, electric lights and/or power poles Signalperson - cable way Turfing, cutting and/or laying - including landscaping on civil engineering construction - labourers engaged in underground Trench & Excavation Trench labourer 0.9m -3m (when required to use pneumatic machines shall be paid at least machineperson's rates). Irrigation Labourer - boring test or other holes by hand Labourer cutting noxious weeds with hoe Layer-on of hot mastic asphalt compounds in supply channels, expansion joints or cracks in concrete channels Maintenance persons - in channels Painter or layer of bitumen, colfix, laykol or any similar substance Railway Construction Group (A): Back Bolter Boxer-up Drakesperson, Spagger or spragsperson Cutting and/or breaking rails - labourer Erector of grade indicators Fettler Heelperson Jackperson (two to be paid alike) Labourer erecting stanchions for the overhead wiring for railways and tramways Linker-in Leverperson Loading, unloading and/or stacking rails and/or sleepers and/or new material - labourer Packer on metal roads and/or in yards Packers (two) with leverperson on metal roads and/or in yards in gangs of eight or more employees Packers (two) with leverpersons on muck roads in gangs of eight or more employees Punchperson, hydraulic and/or crowperson Rail pressing - labourer Re-railing and/or re-sleepering - labourer Sleeper spacer and squarer Straightening gang - labourer in Road Construction and Maintenance Tar and/or bituminous labourer - other Land and Water Conservation & Irrigation Labourer cleaning silt pits - irrigation area Cylinder Sinking Employees working in cylinders or caissons without air pressure excavating earth other than rock, concrete, sandstone and/or strata other than earth less than 6.1 metres deep (26 cents per shift extra for each additional 6.1 metres of depth or part thereof) Cylinder sinking - Benoto process - attendant</p>		
<p>Civil Construction Worker Grade 2 - Railway Construction Group (B): Fastener, fisher-up and/or ratchet borer</p>	<p>13.6561</p>	<p>15.53</p>

<p>Lifting ganger's offsider Rail welder's assistant Road Construction & Maintenance Maintenance labourer Bituminous gang labourer All other attendants at stone handling plant Maintenance patrolperson Land and Water Conservation & Irrigation Helper - Hand Boring Plant Test Well Borer Construction Worker Other Bankperson - in connection with dredges including employees laying or removing pipes between dredge and shore Construction Workers Group 1 Amenities attendant (including camp) Sanitary and/or garbage labourer Clerical work - labourer Labourer tarring bridge and/or other woodwork Fencer Traffic controller General Labourer - not otherwise classified Greaser Labourer - bending, reinforcing steel Labourer - planting, spraying and/or lopping trees Labourer - loading, unloading and/or stacking materials Other than cement Machineperson's assistant Motor and/or pump attendant Pile driver - topperson Pile pointer, ringer and/or shoer Scabblor Temporary building - labourer erecting Tipperson and/or loading tallyperson Tradeperson's labourer - on construction work</p>		
<p>Civil Construction Worker Grade 3 - Construction Worker other Barring down - labourers Bridge carpenters' labourer (including demolition work) Laboratory testing assistant Pipe - cement monier and/or concrete labourer engaged in the manufacture of Pipe layer and/or joiner Pipe liner hand working inside pipe Sand blast operator Underground & Trench Excavation Trench labourer 3m-6m Irrigation Labourer using hand trowels on cement or concrete channels - known as laying on Road Construction and Maintenance Manual kerb extruding machine operator Labourers engaged in the erection and placement of steel wire Mattresses Land & Water Conservation & Irrigation Spray Operator Railway Construction</p>	14.3842	16.28

<p>Group (C):</p> <p>Leader linker-in Rail welder Operators of track laying renewal machines as follows: (i) Sleeper gantry operator (ii) Sleeper feed operator (iii) Sleeper pick-up operator (iv) Rail alignment operator Assistant operator of track tamping machine Operator of "Pan Driver" machine or similar</p> <p>Group (D):</p> <p>Operator Ballast Regulating Machine Concrete Construction Central Motor Batch Plant Operator (this rate is inclusive of any extra payment) Concrete Worker - including floater form erector and/or stripper, jazerperson and/or tamperperson, concrete cutting or drilling machine operator, kerb and/or gutter layer Labourer bending, reinforcing steel to pattern or plan Cement gun operator - other Assistant concrete pump operator Pressure grouter's assistant Construction Worker - Group 2 Bricklayer's labourer Cement - labourer loading, unloading and/or stacking Crane chaser Erector structural steel Greaser attending machinery cable way above ground level Worker - placing precast blocks and metal strips in reinforced earth constructions Machine drill and/or tool sharpener Machineperson and/or pneumatic pickperson Timberperson up to 6.1m in depth Pegperson and/or employee boning Powder monkey's assistant Preload wire winding machine operator Rigger's assistant and/or hemp rope splicer Storeperson</p>		
<p>Civil Construction Worker Grade 4 - Construction Worker other Wharf Preservation Operator - this rate is inclusive of any extra payment for the use of creosote and working afloat in a scow Concrete Construction Central concrete batch plant - weigher and batcher (this rate is inclusive of any extra payment) Cement Gun Operator - wet - underground Manhole builder Concrete finisher Concrete kerb finisher & patcher (steel, wooden, rubber or mechanical trowels) Labourer placing and/or tack welding, reinforcing steel Pressure grouter Underground & Trench Excavation Tunnel miner - assisting All other labour in tunnelling crew Trench labourer over 6.1-12.2 m Road Construction & Maintenance Hot mix plant operator, other Field assistant</p>	14.6842	16.59

Storeperson Store handling plant attendant Labourers engaged in the erection and placement of steel wire box Gabions Land and Water Conservation & Irrigation Driller - hand boring plant Construction Worker Group 3 Augerperson - pneumatic or electrically powered augers and/or timber boring machines Frankipile operator Pile driver Powder monkey Scaffolder (certificated) Timberperson over 6.1m in depth Wire rope splicer (not being a certified rigger)		
Civil Construction Worker Grade 5 - Construction Worker other Pile driver - loading on sheer legs or pile frame up to 30.5 tonnes Lift Operator of mobile track drill independent rotation Concrete Construction Cement gun operator - dry - underground Road Construction & Maintenance Hot mix operator - plant with capacity of under 1474.2kg per batch Pug Mill Rated Capacity 1474.2kg per batch or equivalent Land and Water Conservation & Irrigation Gemco drill operator Trainee channel attendant Railway Construction Group (E): Operator track tamping machine Construction Worker Group 4 Dogperson Rigger (certificated) and wire rope splicer	15.0897	17.01
Civil Construction Worker Grade 6 - Construction Worker other Pile driver - loading on sheer legs or pile frame over 30.5 tonnes lift Road Construction & Maintenance Pug mill rated capacity 1474.7kg but less than 6000kg Underground & Trench Excavation Tunnel miner Shaft miner Concrete liner in tunnel Mechanical miner operator	15.4397	17.37
Civil Construction Worker Grade 7 - Road Construction & Maintenance Pug mill rated capacity of 6000kg or more Land & Water Construction & Irrigation Percussion Drill Operator - Research	15.5453	17.48
Civil Construction Worker Grade 8 - Construction Worker other Labourer - using boat for the recovery of flotsam and jetsam	15.6008	17.53
Civil Construction Worker Grade 9 - Underground & Trench Excavation Miner attending tunnel boring machine	15.9337	17.88
Civil Construction Worker Grade 10 - Underground & Trench Excavation Miner operating tunnel boring machine	16.4789	18.44

Youths %of Civil Construction		
Worker Grade 2		
At 15 years of age - 50.5	6.90	7.84
At 16 years of age - 61.5	8.40	9.55
At 17 years of age - 71.5	9.76	11.10
Cylinder Sinking		
Air lock attendant	103.08	117.27
Employee working in cylinders or caissons with air pressure in earth other than rock, concrete, sandstone and/or strata other than earth less than 6.1 metres deep (26 cents per shift extra for each additional 6.1 metres of depth or part thereof)		
Employee working in cylinders or caissons with air pressure in rock, concrete, sandstone and/or strata other than earth less than 6.1metres deep (26 cents per shift extra for each additional 6.1 metres of depth or part thereof)	102.27	116.43
	109.50	123.89
Construction Workers - other		
Diver - six hour day	119.20	133.90
Diver's attendant - six hour day	108.10	127.45
(ii) Weekly Employees		
Rotary Earth Digger 48.5 - 74.6	543.20	597.10
Rotary Earth Digger Operator 74.6-111.9	552.80	606.70
Rotary Earth Digger Operator over 111.9	561.90	615.80
Rotary Earth Digger Operator assistant	488.20	542.10
Driller-Operator-Shot drilling machine; large - 38 hours and 35 hours per week	560.50	614.40
Driller-Operator-Diamond/shot drilling machine; small	547.40	601.30
Driller-Operators assistant-Diamond/shot drilling machine; large	525.60	579.50
Driller-Operators assistant-Diamond/shot drilling machine; small	525.20	579.10
Driller operator shot drilling - Tamrock D.N.A.	604.70	658.60
800 Drill Operator (Note: Operator setting diamonds and/or keeping safe custody of diamonds shall be paid 5 cents per hour in addition to the above rates.)		
Premix and Asphalt, central asphalt depot -Snr Operator	630.20	684.10
Automatic kerb extruding, trimmer and paver machine operator		
(i) 48.5kw and under	557.50	611.40
(ii) 48.5kw to 97kw	577.90	631.80
Slipform concrete paving machine operator	593.30	647.20
Curing and texture machine operator	559.90	613.80
Traffic line Marking-operator or machine attendant	556.20	610.10
Other attendant	540.30	594.20
Tow Truck attendant-Sydney Harbour Bridge	553.20	607.10
Artesian and Sub Artesian Bores:		
Assistant Cable tool rigs	512.20	566.10
Helpers - cable tool rigs	509.40	563.30
Assistants - rotary hammer drill rigs	545.80	599.70
Helpers - rotary hammer drill rigs	544.00	597.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(iii)(a)	Sick Leave - per week per hour	23.70 0.6237
2	3(ii)(b)	Industry Allowance - per week per hour	21.70 0.5711
3	3(iv)	Leading Hand in charge of - More than 2 and up to 5 employees More than 5 and up to 10 employees More than 10 employees	0.49 0.71 0.92
4	5(i)(a)	Working in Rain	2.46
5	5(ii)(a)(1)	Wet Places	0.49
6	5(ii)(a)(4)(i)	Work in water over 45.5 cm	3.27
7	5(ii)(a)(4)(ii)	Work in water over 91.4 cm	3.97
8	5(ii)(b)	Work in slurry	0.45
9	5(iii)	Snow over 15.2 cm Snow over 2.5 cm & less than 15.2 cm	3.97 2.67
10	5(iv)	Confined space	0.61
11	5(v)(a)	Distant places Distant places - western division	1.04 1.71
12	5(v)(b)	Distant places - Snowy River etc	1.71
13	5(vi)	Road Construction - Distant places	1.04
14	5(vii)	Height Money	0.49
15	5(viii)	Explosive powered tools	1.12
16	5(ix)	Heavy Blocks - Over 5.5kg and up to 9 kg Over 9kg and up to 18kg Over 18kg	0.49 0.88 1.25
17	5(x)	Roof repairs	0.49
18	5(i)(a)	Epoxy based materials	0.61
19	5(xi)(c)	Working in close proximity to the above	0.49
20	5(xii)	Cleaning down brickwork	0.45
21	5(xiii)	Refractory Brickwork	1.48
22	5(xiv)(a)	Towers Allowance - Above 15 metres Each further 15 metres	0.49 0.49
23	5(xv)	Coal wash	0.49
24	5(xvi)	Tow Truck Attendant	0.65
25	5(xvii)	Dust Allowance	10.87
26	17	Meal Allowance Each Subsequent meal	10.50 8.75
27	24(iii)(k)(1)	Return Home Allowance Each Additional 10km over 100km	40.45 1.75
28	24(iii)(k)(4)	Camping Allowance	20.60
29	25(i)(a)	Excess fares	14.30
30	25(i)(a)	Excess fares - transport provided	5.50
31	25(i)(b)	Travel pattern loading	8.50
32	26(iv)(a)(b)	Country Allowance - unbroken week	380.60
33	26(iv)(c)(1)	Return Home Allowance Each additional 10km over 100km	40.45 1.75
34	26(vi)	Meal whilst travelling	10.50
35	26(vi)	Bed Allowance whilst travelling	54.10
36	27(iii)	First Aid Allowance	2.20

Note: These allowances are contemporary for expense related allowances as at 30th March 2005 other than Items 28, 29 and 30 which are adjusted in accordance with the NBCIA and for work related allowances are inclusive of adjustments in accordance with the June 2005 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after the 7 September 2005.

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

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(008)

SERIAL C4040**OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ambulance Service of New South Wales.

(No. IRC 7207 of 2004)

Before The Honourable Justice Boland

22 September 2005

VARIATION

1. Delete the definitions "Trainee Ambulance Operations Centre Officer" and "Ambulance Operations Centre Officer" appearing in clause 5, Classifications, of the award published 10 July 1998 (305 I.G. 905), as varied, and insert in lieu thereof the following:

"Trainee Ambulance Operations Centre Officer" means an employee who is required to undertake and successfully completes the requirements for appointment to an Ambulance Operations Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunications systems. Inter alia this category of employee will receive training and certification by the Service in Occupational Health and Safety, Ambulance First Aid, Medical Terminology, Computer Aided Dispatch and Telecommunications Systems, Computer mapping, emergency vehicle movement co-ordination, Equal Employment Opportunity, Anti-discrimination and Anti-harassment.

Ambulance Officer Grade 1, Ambulance Officer Grade 2, Station Officer Grade 1, Station Officer Grade 2 and District Officers are to be paid in addition to their current wage, the Operations Centre Allowance as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

"Ambulance Operations Centre Officer" means an employee who has successfully completed the requirements as set out for Trainee Ambulance Operations Officer and who is appointed to an Ambulance Operations Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunications systems.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

Ambulance Officer Grade 1, Ambulance Officer Grade 2, Station Officer Grade 1, Station Officer Grade 2 and District Officers are to be paid in addition to their current wage, the Operations Centre Allowance as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Ambulance Officer Grade 1, Ambulance Officer Grade 2, Station Officer Grade 1, Station Officer Grade 2 and District Officers who are permanently appointed to positions of Ambulance Operations Centre Officer are to be paid the wage applicable for an Ambulance Officer as set out in Table 1 - Wages, of the said Part B, up to the maximum rate applicable for Ambulance Officer Grade 2, Year 7 and are to be paid, in addition to their wages and allowances, the operation centre allowance as set out in the said Item 1.

The parties agree that this classification will remain a source of alternate duties for injured officers requiring short term rehabilitation as a result of a workplace injury in which case they will need to be provided with training and successfully complete the requirements set out for a Trainee Ambulance Operations Centre Officer.

2. This variation shall take effect on and from 23 September 2005 and remain in force until 30 June 2006, except for the last paragraph appearing in the definition of "Ambulance Operations Centre Officer" which shall remain in force until the award is rescinded.

R. P. BOLAND *J.*

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PLASTIC MOULDING, &c. (STATE) AWARD

Erratum to Serial C3914 published 21 October 2005

(354 I.G. 695)

(3578 of 2005)

ERRATUM

1. For Junior Employees - Weekly Rates for Full- time Employees, of Table 1 - Wages, of Part B Monetary Rates, substitute the following table:

Junior Employees - Weekly Rates for Full-time Employees

Age	Percentage of Grade 2 %	Wage Rate Payable as of 4 December 2004 \$	2005 State Wage Case Increase \$	Wage Rate Payable as of 4 December 2005 \$
Under 16 years of age	36.8	178.15	6.27	184.40
At 16 years of age	47.3	229.00	8.04	237.00
At 17 years of age	57.8	279.80	9.83	289.65
At 18 years of age	68.3	330.65	11.61	342.25
At 19 years of age	82.5	399.40	14.03	413.40
At 20 years of age	97.7	472.95	16.61	489.55

2. For Table 2 - Allowances, of Part B Monetary Rates, delete Items 1, 2, 5 and 10, and substitute the following:

1	6(i)	Meal Allowance	9.45	9.75	per meal
2	6(ii)(a)	Leading Hand: 3 to 10 employees	24.65	25.40	per week
5	6(iii)	First Aid Allowance	11.20	11.55	per week
10	6(v)	Motor Allowance	0.57	0.58	per km

G. M. GRIMSON, Industrial Registrar.

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HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

Erratum to Serial C3953 published 21 October 2005

(354 I.G. 639)

(3332 of 2005)

ERRATUM

1. For Table 2 - Other Rates and Allowances, of Part B Monetary Rates, delete Item 5, and substitute the following:

5	23(a)	Stocking allowance	2.70
	23(b)	Toilet cleaning allowance	0.54 per day
	23(c)	Laundry Allowance	7.80
	23(d)	Broken Shift Allowance: For each broken shift so worked	6.95 per week
		excess fares allowance	1.39 per day
			10.20 per day
			7.60 per week or
			1.52 per day

G. M. GRIMSON, Industrial Registrar.

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SERIAL C4231

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

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

EA05/305 - Waverley Council Resource Recovery Enterprise Agreement

Made Between: Waverley Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA00/96, EA99/82.

Approval and Commencement Date: Approved and commenced 12 August 2005.

Description of Employees: The agreement applies to employees of Waverley Council engaged in Resource Recovery and Waste Collection functions in the Resource (Waste) Section, who are employed as Drivers, Loaders and Team Leaders.

Nominal Term: 36 Months.

EA05/306 - Cement Australia Transport Employees (New South Wales) Agreement 2005

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

New/Variation: Replaces EA03/110.

Approval and Commencement Date: Approved and commenced 30 September 2005.

Description of Employees: The agreement applies to drivers employed by Cement Australia Pty Ltd at all NSW locations, (and such other location as are agreed from time to time between parties) who are engaged in the cartage of cement, fly ash and related products, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

Nominal Term: 24 Months.

EA05/307 - Unimin Australia Limited (Newcastle Operations) Enterprise Bargaining Agreement 2005

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

New/Variation: Replaces EA03/128.

Approval and Commencement Date: Approved 22 July 2005 and commenced 14 January 2005.

Description of Employees: The agreement applies to employees employed by Unimin Australia Limited , located at Old Maitland Road, Sandgate and employed in the classifications set out in clause 7, Classification Structure of this agreement.

Nominal Term: 24 Months.

EA05/308 - Bartter Enterprises Beresfield Milling (Manufacturing) Agreement 2005

Made Between: Bartter Enterprises Pty Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA01/165.

Approval and Commencement Date: Approved 6 October 2005 and commenced 1 July 2005.

Description of Employees: The agreement applies to employees of Bartter Enterprises, located at the company's Beresfield feed mill site, engaged in the manufacturing of poultry feeds, including the receipt of grain and other ingredients; feed milling; and activities incidental thereto.

Nominal Term: 36 Months.

EA05/309 - State Transit Authority of NSW Newcastle Ferry Operations, General Purpose Hand Enterprise Partnership Agreement 2005

Made Between: State Transit Authority of NSW -&- The Seamens' Union of Australia, New South Wales Branch.

New/Variation: Replaces EA02/08.

Approval and Commencement Date: Approved 6 October 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies to general purpose hand employees of Newcastle Ferries, located at that site, and is in lieu of all prior Agreements covering employees engaged under the Firemen, Deckhands and Urban Transit Authority of New South Wales Ferries (State) Award.

Nominal Term: 12 Months.

EA05/310 - Camsons Pty Ltd Enterprise Agreement 2004

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

New/Variation: Replaces EA02/117.

Approval and Commencement Date: Approved and commenced 18 August 2005.

Description of Employees: The agreement applies to employees with the classifications of Transport Workers Grade 2 and Grade 3 (B-Double) employed by Camsons Pty Ltd, located at 26-28 Eddie Street, Minchinbury and 151 Peat's Ridge Road, Calga or as agreed to by the company and employee.

Nominal Term: 27 Months.

EA05/311 - Newcastle Newspapers Pty Limited Advertising Sales Consultants Enterprise Agreement 2005

Made Between: Newcastle Newspapers Pty Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/115.

Approval and Commencement Date: Approved 20 September 2005 and commenced 1 June 2005.

Description of Employees: The agreement applies to all Advertising consultants employed by Newcastle Newspapers Pty Ltd, located at the Company's Newcastle and Maitland offices.

Nominal Term: 36 Months.

EA05/312 - South Coast Equipment Pty Limited TWU Enterprise Agreement 2005

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

New/Variation: Replaces EA03/190.

Approval and Commencement Date: Approved 19 September 2005 and commenced 15 May 2005.

Description of Employees: The agreement applies to employees employed by South Coast Equipment Pty Limited as drivers, located at Master Road, Mount St. Thomas plant,

Nominal Term: 24 Months.