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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

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SYDNEY OLYMPIC PARK AQUATIC CENTRE AND SYDNEY ATHLETICS CENTRE (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Olympic Park Authority.

(No. IRC 3715 of 2006)

Before The Honourable Justice Boland

9 January 2007

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Parties to this Award
3.	Intention
4.	Rates of Pay
5.	Income Protection Plan
6.	Hours of Work
7.	Full-Time, Part-Time, Fixed Term and Casual Employees
8.	Higher Duties
9.	Meal Breaks
10.	Excess Hours Worked
11.	Public Holidays
12.	Sick Leave
13.	Personal Carer's Leave
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17.	Training Wage
18.	Payment of Wages
19.	Annual Leave and Annual Leave Loading
20.	Consultative Mechanism
21.	Labour Flexibility
22.	Uniforms and Protective Clothing
23.	Tools and Equipment
24.	Change Rooms
25.	Redundancy
26.	Major Interruption to Operations
27.	Grievance and Dispute Resolution Procedures
28.	Secure Employment
29.	No Extra Claims
30.	Leave Reserved
31.	Anti-Discrimination
32.	Area, Incidence and Duration

PART B

Table 1

Table 2

2. Parties to This Award

2.1 The parties to this award are:

- (i) The Sydney Olympic Park Authority Aquatic and Athletic Centres Division ("the Employer"); and
- (ii) The Australian Workers' Union, New South Wales ("the AWU").

3. Intention

3.1 The principle intentions of this award are:

- (i) To promote harmonious industrial relations for the Sydney Olympic Park Aquatic and Athletics Centres;
- (ii) To maximise standards of service to the public and centres users, measured against those applying in the leisure and recreation industry nationally and internationally; and
- (iii) To provide a multi-skilled workforce.

4. Rates of Pay

4.1 The minimum rates of pay for full time employees covered by this award employed in the classifications set out below are contained in Table 1 of Part B of this award.

4.2 Classifications (Skill/Definitions) for full-time and part-time employees:

4.2.1 Level I

Means an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

(a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

(b) Indicative of some of the tasks which an employee at this level may perform are:

Exercises basic keyboard skills;

General Attendant/Cashier duties which includes basic clerical, office assistance, kiosk duties involving customer turnover and cash handling, taking of bookings and tickets and general assistance in the day-to-day activities of the operation;

Maintains simple records;

Assists with administration of the Swim School Program;

Is directly employed as Car Park Attendant, Usher or Door Attendant who is engaged in a non-security capacity;

Receives, despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials;

Is employed as a General Hand;

Undertakes duties peripheral and ancillary to the above as required.

- (c) Progression to Level II will be dependent upon availability of position and successful application.

4.2.2 Level II

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions/tours, under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate, holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision of and assistance to Level I employees; and

Is capable of and may perform Level 1 duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programs/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg. pool attendant;

Safeguards individuals e.g. child care attendants;

- (c) Progression to Level III will be dependent upon availability of position and successful application.

4.2.3 Level III

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;
and

Is capable of and may perform the Level II and level I duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a Gym Exercise Specialist;

Co-ordinates Swim School, Customer Services, Tours and Health and Fitness Activities;

Maintains machinery, plant and technical equipment;

Undertakes secretarial duties;

In the absence of line supervisors, acts in an appropriate way to supervise the work areas to ensure delivery of services;

(c) Progression to Level IV will be dependent upon availability of position and successful application.

4.2.4 Level IV

Means an employee who is subject to broad guidance or direction and would report to more senior staff as required.

An employee at this level would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision.

(a) An employee at this level:

Takes responsibility for ensuring the quality of their own work and exercises initiative, discretion and judgement at times in the performance of their duties;

Is directly responsible to the appropriate manager for the section or area of operation;

Assists with the management of the section or area of operation;

Has the delegated responsibility for the work under their control or supervision in terms of, inter alia, allocation of duties, co-ordinating work flows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work related problems where required;

Trains employees at Level III, II and I as required;

Is capable of and may perform the Level III, Level II and Level I duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Supervises Pool Attendants;

Supervises Athletic Centre employee;

Supervises Aquatic Centre employees;

Supervises administrative and accounting operations;

Supervises information technology;

Supervises daily activities and operation of health and fitness activities;

Supervises maintenance employees;

4.3 Classifications (Skill/Definitions) for casual employees:

4.3.1 Casual Level A

Means an employee with no qualifications who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

- (b) Indicative of some of the tasks which an employee at this level may perform are:

Is employed as a Car Park Attendant;

Is employed as a Tour Guide;

Undertakes clerical duties including exercising basic keyboard skills, office assistance and maintenance of simple records;

Assists with the administration of the Swim School programme;

Receives, despatches, distributes, sorts, checks, documents, orders and records goods and/or materials;

Is employed as General Hand;

Duties peripheral and ancillary to the above as required.

4.3.2 Casual Level B

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision and assistance of Level A employees; and

Is capable of and may perform duties of a Level A - casual employee.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a cashier involved in kiosk duties including customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation;

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programmes/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg., pool attendant, athletic track Attendants;

Safeguards individuals e.g. child care attendants.

4.3.3 Casual Level C

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;

Is capable of and may perform Level A and Level B duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as Gym Exercise Specialist;

Is employed as Head Coach;

In the Absence of Line Supervisors, Acts in an Appropriate Way to Supervise the Work Areas to Ensure Delivery of Services.

5. Income Protection Plan

- 5.1 All full-time, part-time and casual employees who are members of the AWU to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the AWU (provided by Chifley Financial Services). It is a term of this award that the employer will bear the costs of 1.55% of gross weekly pay per week per member towards providing income protection with a maximum payment of \$4.55 per week for casuals.

6. Hours of Work

- 6.1 The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week, between the hours of 4.30 am and 11.00 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved seven clear day's notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 6.2 The employer shall arrange the working of the thirty eight hour week in one of the following ways:
- 6.2.1 by employees working less than eight hours per day;
- 6.2.2 by employees working less than eight hours on one or more days in each week; or
- 6.2.3 by working up to ten hours on one or more days in the week.
- 6.3 Employees other than maintenance employees, pool attendants, and those employees employed in the gym shall be entitled to receive 4 sets of 2 consecutive days off in each 28 day period.
- 6.4 Notwithstanding the provision of subclause 6.1 & 6.3 the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or with the consent of the employee at any time.

7. Full-Time, Part-Time, Fixed Term and Casual Employees

- 7.1 An employee shall be engaged as either a full-time, part-time, fixed term or casual employee.
- 7.2 A full-time employee is an employee who is engaged to work an average 38 hours per week.
- 7.3 A part-time employee is an employee engaged to work a minimum of 10 hours work per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 7.4 A casual employee is an employee engaged and paid as such. A casual employee shall be paid the appropriate hourly rate as set out in Table 2 of Part B.
- 7.5 The casual hourly rate contained in this award, contains a component in lieu of any entitlement to sick leave, paid bereavement leave, and annual leave.
- 7.6 A casual employee shall receive a minimum payment of 3 hours for each engagement, in relation to casual employees involved in the presentation or conducting of sports, games and training e.g.

instructors, (other than those engaged in relation to the Sydney Athletic Centre) which shall be for a minimum of one hour.

- 7.7 Casual rosters may be changed by management provided that shifts are not shortened to less than the minimums referred to above.
- 7.8 A fixed term employee is an employee who is employed on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement.

8. Higher Duties

- 8.1 An employee required to perform the entire function of a position attracting a higher level under the award shall, on each occasion, be paid the entire difference between their own salary and the salary of the higher position on the fifth and subsequent days of acting up to the higher position.
- 8.2 The parties to the award agree that employees required to be in charge of the Pool Deck (that is employees who are rostered on to open and close the Sydney Olympic Park Aquatic Centre) will be at all times be paid at Level 3 or above.

9. Meal Breaks

- 9.1 Employees shall be entitled to an unpaid meal break of 30 minutes which shall be taken no more than five hours after commencing duty.
- 9.2 Employees working more than six hours per day (excluding breaks) shall also be entitled to two paid ten minutes rest breaks either side of the unpaid meal break.
- 9.3 The employer and employee shall determine the time at which a rest break shall be taken.
- 9.4 Where an employee is required to work in excess of ten ordinary hours, discussions will occur between the employee and his/her supervisor as to whether an additional unpaid meal break of 30 minutes is warranted and if so, the time at which that meal break should be taken.
- 9.5 Notwithstanding the provisions of subclause 9.1 the employer and employee can determine the appropriate time to take a meal break by mutual agreement.
- 9.6 Staff engaged as casual pool attendants shall be given a paid break of 10 minutes within three hours of commencing duty, with a further paid break of ten minutes should work be required after six hours, in lieu of the provisions outlined in subclause 9.2 above.

10. Excess Hours Worked

- 10.1 All time worked in excess of an average of thirty-eight hours in any one week outside the spread of hours prescribed in subclause 6.1 of this award or in excess of ten hours in one day shall be paid as overtime or given as time off in lieu.
- 10.2 All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- 10.3 By mutual agreement, excess hours shall be paid as overtime or taken off, as time off in lieu. Time off in lieu will be the equivalent number of actual hours worked. All accrued time off in lieu shall be taken two months after it falls due unless there is mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.
- 10.4 Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

- 10.5 An employee (other than a casual employee) who works so many excess hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times, shall be released after the completion of such overtime until ten (10) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- 10.6 For the purposes of this clause "excess hours" means "overtime".

11. Public Holidays

- 11.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State of New South Wales shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.
- 11.2 Provided that the abovementioned holiday may be substituted for another day off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday or adjacent to a period of annual leave.
- 11.3 Any full-time or part-time employee, including a fixed term 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 who are required to work on a public holiday shall be entitled to double time and one half for each hour work on the public holiday.
- 11.4 An employee who is absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- 11.5 An employee whose day or days off duty coincides with a public holiday shall not be entitled to receive an additional day in lieu.
- 11.6 A full-time, part-time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.

12. Sick Leave

- 12.1 A full-time employee shall be entitled to ten days sick leave per year of service. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 12.2 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.
- 12.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- 12.4 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.
- 12.5 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.
- 12.6 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 and illness and the estimated duration of the absence.

13. Personal Carer's Leave

13.1 Use of Sick Leave:

13.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 13.1.6 (b), who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for in clause 12, Sick Leave, for absences to provide care and support, for such persons, when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

13.1.2 Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

13.1.3 Where the parties are unable to reach agreement the disputes procedure at Clause 26 should be followed.

13.1.4 The employee shall, if required

- (a) 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, or
- (b) establish by production of documentation acceptable to the employer, or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

13.1.6 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) The employee being responsible for the care and support of the person concerned; and
- (b) The person concerned being:
 - (i) a spouse of the employee, or
 - (ii) a de facto spouse, who is a person of the opposite sex to the employee, who lives with the employee as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), 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
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purpose of this clause:

"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.

13.1.7 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 absence at the first opportunity on the day of absence.

13.2 Use of Unpaid Leave:

13.2.1 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 subclause 13.1.6 (b) who is ill, or who requires care due to an unexpected emergency.

13.3 Use of Annual Leave:

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

13.3.2 Access to annual leave, as prescribed in subclause 13.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

13.4 Use of Time Off in Lieu of Payment of Overtime:

13.4.1 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.

13.4.2 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.

13.4.3 If, having elected to take time as leave in accordance with subclause 13.4.1, 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.

13.4.4 Where no election is made in accordance with subclause 13.4.1, the employee shall be paid overtime rates in accordance with the award.

13.5 Use of Make-up Time:

13.5.1 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.

13.6 Personal Carer's Entitlement for Casual Employees

13.6.1 Subject to the evidentiary and notice requirements in subclause 13.1.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 13.1.6 (b) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

13.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

13.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

14. Bereavement Leave

- 14.1 A full-time or part-time employee, including a fixed term employee, shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in subclause 13.1.6 (b)).
- 14.2 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.
- 14.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 13.2, 13.3, 13.4 and 13.5. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- 14.4 Bereavement Leave for casual employees
- 14.4.1 Subject to the evidentiary and notice requirements in subclause 13.1.4, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 13.1.6 (b).
- 14.4.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 14.4.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

15. Parental Leave

- 15.1 Refer to Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 15.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.
- 15.3 Right to request
- An employee entitled to parental leave may request the employer to allow the employee:
- 15.3.1 to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
- 15.3.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- 15.3.3 to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.
- 15.4 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

15.5 Employee's request and the employer's decision to be in writing

15.5.1 The employee's request and the employer's decision made under subclause 15.4 and 15.5 must be recorded in writing.

15.6 Request to return to work part-time

Where an employee wishes to make a request under subclause 15.4, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

15.7 Communication during parental leave

15.7.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

15.7.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

15.7.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 15.7.1.

16. Terms of Engagement

16.1 Full-time and part-time employees shall be engaged by the week and their engagement shall only be terminated by the employer or employee giving the notice prescribed below, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.

Levels 1 & 2	1 week
Level 3	2 weeks
Level 4	4 weeks

16.2 A fixed term employee shall be employed for a fixed period. The engagement of a fixed term employee may be varied by agreement between the employer and employee. Notwithstanding the above provisions, a fixed term contract may be terminated by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of notice thereof.

16.3 The provisions outlined in subclauses 16.1 and 16.2 shall not affect the right of an employer to dismiss any employee without notice for misconduct or other neglect of duty.

16.4 The employer shall have the right to deduct payment for the time of non-attendance by any employee who fails to attend for duty, or absents himself/herself from duty, without leave.

17. Training Wage

17.1 See the Theatrical Employees (Training Wage) (State) Award.

18. Payment of Wages

- 18.1 Wages will be paid fortnightly by Electronic Funds Transfer.

19. Annual Leave and Annual Leave Loading

- 19.1 Full-time and part-time employees employed on or prior to 19 April, 1999 shall receive annual leave of five weeks per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 19.2 Part time employees employed after 19 April, 1999 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 19.3 Full-time employees employed after 19 April, 1999 shall be entitled to annual leave of five weeks per annum plus 17.5% annual leave loading, upon the completion of twelve months service.
- 19.4 The loading referred to in subclauses 19.1, 19.2 and 19.3 above shall be paid to all weekly employees upon the anniversary of their entitlement, as a lump sum.
- 19.5 Fixed term employees who are engaged on a contract of less than twelve months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than twelve months in total, as on aggregate of full-time, part-time or casual employment.

20. Consultative Mechanism

- 20.1 A meeting will be held every two months between the four employee representatives and the General Manager of the Sydney Olympic Park Aquatic and Athletic Centres for the purpose of discussing matters affecting the productivity and efficiency at the Sydney Olympic Park Aquatic Centre and the Sydney Olympic Park Athletic Centre.

21. Labour Flexibility

- 21.1 Employees covered by this award shall perform all work within their skill and competence including but not limited to work which is incidental but not peripheral to their main tasks and functions.

22. Uniforms and Protective Clothing

- 22.1 Where employees are required to wear a uniform they will be provided to the employee free of charge. Employees required to work in the rain shall be provided with oilskins, gumboots or other protective clothing, free of charge.
- 22.2 Upon termination of employment all uniforms and property belonging to the employer shall be returned by the employee to the employer properly laundered and/or in working order.

23. Tools and Equipment

- 23.1 All tools and equipment required by the employees to perform their duties shall be provided by the employer, free of charge.

24. Change Rooms

- 24.1 The employer shall provide a change room for the use of the employees, free of charge. Such change room shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

25. Redundancy

- 25.1 See the Theatrical Employees Redundancy (State) Award.

26. Major Interruption to Operations

- 26.1 Although a rare eventuality, external factors such as acts of God or malicious acts by a third part or parties, which are beyond the control of either party to the Award, may result in the closure of the Centres.
- 26.2 In the first instance options for staff to work at another location will be investigated.
- 26.3 In instances where this is not possible, staff will be given the opportunity to access available annual and/or long service leave entitlements.

27. Grievance and Dispute Resolution Procedures

- 27.1 Procedures relating to grievances of individual employees.
- 27.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- 27.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 27.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 27.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 27.1.5 While a procedure is being followed, normal work must continue.
- 27.1.6 The employee may be represented by a union party to this award for the purpose of each procedure.
- 27.2 Procedures relating to disputes etc. between the employer and its employees.
- 27.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher level of authority.
- 27.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 27.2.3 While a procedure is being followed, normal work must continue.
- 27.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by a union party to this award for the purpose of each procedure.

28. Secure Employment

- 28.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- 28.2 Casual Conversion

28.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment

converted to permanent full-time employment, or part-time employment, if the employment is to continue beyond the conversion process prescribed by this clause.

28.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.

28.2.3 Any casual employee who has a right to elect under subclause 28.2.1, upon receiving notice under subclause 28.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

28.2.4 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

(a) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

28.2.5 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 28.2.3, the employer and employee shall, in accordance with this clause, and subject to subclause 28.2.3, discuss and agree upon:

- (a) whether the employee will convert to full-time or part-time employment; and
- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

28.2.6 Following an agreement being reached pursuant to subclause 28.2.5, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

28.2.7 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

28.2.8 The parties recognise the seasonal nature of casual employment at the Centres and acknowledge that regular and systematic work may extend over a number of months on a seasonal basis, but not over the full year. These circumstances will constitute valid grounds for the employer to not unreasonably refuse an employee's election to convert to full time or part time employment (in accordance with subclause 28.2.3) where the seasonal nature of the work can be demonstrated.

28.3 Occupational Health and Safety

28.3.1 For the purposes of this clause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

28.3.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

28.3.3 Nothing in subclause 28.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

28.4 Disputes Regarding the Application of this Clause

28.4.1 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

28.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

29. No Extra Claims

29.1 Subject to the provisions of Clause 30. Leave Reserved, it is a term of this award that the Union undertakes not to pursue any extra claims, award or over award, of a general nature, for the duration of the Award.

30. Leave Reserved

30.1 Leave is reserved:

- (a) To the parties to apply to insert vocational training benchmarks and relativities for full-time, part-time and casual employees subsequent to a variation to the Health, Fitness and Indoor Sports Centres (State) Award for similar matters.
- (b) To the parties to apply to insert different redundancy entitlements into the award in the event that the Sydney Olympic Park Authority Aquatic and Athletics Centres Division ceases to operate the Sydney Olympic Park Aquatic Centre and Sydney Olympic Park Athletic Centre.

31. Anti-Discrimination

- 31.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 31.2 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.
- 31.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 31.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 31.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES -

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

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

32. Area, Incidence and Duration

- 32.1 This award shall regulate the terms and conditions of employment of employees of the Sydney Olympic Park Authority Aquatic and Athletics Centres Division.

32.2 This award will apply to employees who are:

- (a) employed in or in connection with, or in or about (whether indoors or outdoors), the Sydney Olympic Park Aquatic Centre and Sydney Olympic Park Athletic Centre in the setting up, operation, maintenance and administration of the two sites; and
- (b) not classified as staff members of the management team.

32.3 This award shall not apply to employees employed in a security capacity in or in connection with, or in or about (whether indoors or outdoors), the Sydney Olympic Park Aquatic Centre and Sydney Olympic Park Athletic Centre.

32.4 This award shall take effect from 1 July 2006, and shall remain in force for a period of two years.

32.5 This award rescinds and replaces the Sydney Olympic Park Aquatic and Athletic Centres (State) Award 2003 published 20 September 2002 (336 I.G. 422) as amended on 9 July 2004 (345 I.G. 298).

PART B

Table 1

Classification Level	Current Salary as at 13 July 2005	Salary from the First Pay Period on or after 1 July 2006	Salary from the First Pay Period on or after 1 July 2007
	\$	\$	\$
Level I	30,830	31,909	32,866
Level II	34,675	35,889	36,966
Level III	38,535	39,884	41,080
Level IV	46,230	47,848	49,283

Table 2

Casual Hourly Rates Classification	Current Salary as at 13 July 2005	Salary from the First Pay Period on or after 1 July 2006	Salary from the First Pay Period on or after 1 July 2007
	\$	\$	\$
Level A	18.00	18.65	19.20
Level B	19.30	20.00	20.60
Level C	20.40	21.10	21.75

R. P. BOLAND *J*

Printed by the authority of the Industrial Registrar.

BORAL RESOURCES (NSW) PTY LIMITED SYDNEY METROPOLITAN CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 3496 of 2006)

Before The Honourable Justice Haylen

7 December 2006

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1. Dictionary

1.1 Definitions

In this Contract Determination, unless the context suggests otherwise, the words on the left hand side of the dictionary shall have the meaning given to them on the right hand side of the dictionary.

Act	the <i>Industrial Relations Act 1996</i> ;
Articulated Vehicle	an articulated vehicle with a total number of three or more axles;
Award	the Transport Industry (State) Award as varied from time to time;
Batching	the weighting or volumetric measuring of concrete ingredients charged into the mixer at the plant;
Boral	Boral Resources (NSW) Pty Limited;
Boral Representative	the manager or managers selected by Boral for the purposes of clause 25 and otherwise the relevant manager/supervisor/representative of Boral selected to act on their behalf;
Buffer Company Vehicles	ten Boral operated vehicles (either six or eight wheelers or a combination of six and eight wheelers which until removed from service are regularly used and allocated to a nominated plant);
Cartage Work	the cartage of concrete using the vehicle and activities ancillary to this including but not limited to slumping the load, discharging the load, driving to concrete plants to be loaded;
Communication Equipment	any and all equipment used for communication between Boral and the nominated driver (and vice versa) which shall include but not be limited to a two way radio, GPS etc;
Concrete	<p>a product whether mixed, blended or batched, that contains (but is not limited to) as a minimum:</p> <ul style="list-style-type: none"> (a) cement, sand and water, (b) mortar containing cement, sand and water; (c) grout containing cement, sand and water; (d) slurry containing cement and water; or (e) binders containing cement and sand. <p>To avoid any doubt, this definition is not contingent on the method of production, laying or description of the finished product;</p>
Consultative Committee	the committee referred to in clause 25;
Contract Determination	this Contract Determination;
Delivery	the delivering of concrete;
Designed Batch Water	the quantity of water stated in the mix design of a specified concrete;
Fleet Owner	<p>a provider of cartage services other than:</p> <ul style="list-style-type: none"> (a) Boral; or (b) a carrier as described in section 309 of the Act;

Financial Year	12 months commencing from 1st July to 30th June;
Job Site	the premises comprising the location at which concrete is discharged which for the purposes of clause 4.2(b) only shall include a designated parking area in the general vicinity of the premises at which the Operator's vehicle is required to wait when loaded before accessing the job site to discharge;
Load	the total volume and/or mass of concrete or concrete ingredients in the mix intended for delivery;
Maximum Prime Mover Age	the maximum age for the Operator's prime mover set out in the Operator's Head Contract;
Mini Mix Vehicle	a vehicle with a mixer that has a mixing capacity of 3.0 m ³ or less;
Mixer	equipment on the prime mover with the specific purpose of mixing and agitating concrete;
Nominated Driver	a person referred to in section 309 (1) (c) (i), (ii) or (iii) of the Act;
Nominated Plant	the place from which an Operator usually commences work in accordance with clause 3.1 of Part B of this Contract Determination;
Operator	a contract carrier trading as an incorporated body contracted to Boral to cart concrete (all Operators engaged by Boral shall be incorporated bodies);
Part A	Part A of this Contract Determination
Part B	Part B of this Contract Determination
Practicable	capable of being put into practice with the available means and with reason and prudence;
Principal Contractor	Boral;
Prime Mover	the cab chassis provided by the Operator;
Relief Driver	a driver approved by Boral in accordance with clause 19.4 of this Part B;
Regular Days	the days Monday to Saturday inclusive each week that an Operator is required by Boral to make their vehicle available to perform the cartage work excluding: <ul style="list-style-type: none"> (a) the days when Boral has directed an Operator not to attend for cartage work due to bad weather, plant breakdown, plant shutdown or lack of cartage work; (b) (subject to Boral's approval which shall not be unreasonably withheld) up to five days in a year that the Operator is unable to attend to perform the cartage work for genuine and unforeseen reasons (such as sudden illness of the nominated driver, prime mover break down or pressing domestic problems etc) the burden of proof of which shall lie with the Operator;

- (c) (when Boral owns the mixer) the days when the Operator's vehicle is unavailable to perform the cartage work in accordance with clause:
- (i) 4.4(c);
 - (ii) 9.4(d);
 - (iii) 10.7(b);
 - (iv) 15.8;
 - (v) 16.11;
 - (vi) 16.12;
 - (vii) 17.4;
 - (viii) 17.8;
 - (ix) 23.1(e);
 - (x) 31.1(f); or
 - (xi) 32.1; and
- (d) (when the Operator owns the mixer) the days when the Operator's vehicle is unavailable to perform the cartage work in accordance with clause:
- (i) 4.4(c);
 - (ii) 9.4 (d);
 - (iii) 15.5 (Refer Annexure 2);
 - (iv) 16.7 (Refer Annexure 2);
 - (v) 16.8 (Refer Annexure 2);
 - (vi) 17.4 (Refer Annexure 2);
 - (vii) 17.8 (Refer Annexure 2);
 - (viii) 23.1 (e);
 - (ix) 31.1(f); or
 - (ix) 32.1;
- Sydney Metropolitan Area the area in which concrete is produced within the following boundaries:
- Stanwell Tops, Bulli, Mount Ousley, Appin, Razorback, Warragamba, Emu Plains, Sackville, Hawkesbury Bridge, Terry Hills, Palm Beach;
- Union the Transport Workers' Union of New South Wales;
- Vehicle the prime mover and mixer;
- Written authority any approved document that bears the signature of the Operator or Boral as the case may be.

2. Area Incidence and Duration

2.1 Application

This Part B will operate with respect to contracts of carriage between Boral and its Operators engaged at concrete batching plants throughout the Sydney Metropolitan Area to perform the cartage work.

2.2 Application Of Other Contract Determinations

This Part B shall:

- (a) apply to the exclusion of the Transport Industry Concrete Haulage Contract Determination. Vol 260 published 30.11.90 as varied or replaced from time to time; but
- (b) be read and construed in conjunction with the Boral GST Protocol (Facilitation & Compliance) Contract Determination.

2.3 Term

This Contract Determination shall operate in accordance with its terms from 1 December 2006 and have a nominal term of three (3) years. The nominal term expires on 30 December 2009.

3. Nominated Plants & Cartage Zones

3.1 Nominated Plant

An Operator shall normally work from a nominated plant provided that Boral may change an Operator's nominated plant to meet its business needs by giving them 14 days notice of the change having first:

- (a) attempted to meet those needs on a voluntary basis; and then
- (b) changed the nominated plant of all other Operators (in an Operator's nominated plant and with the same configuration vehicle) who has been at that nominated plant for a shorter period of time.

3.2 Cartage Distances

- (a) Cartage distances shall be based on a computerised distance data base or, should the computerised distance database not be available an agreed map, displayed at the plant (and available for inspection by the Operators) or a street directory. Cartage distances shall be measured to the nearest half a kilometre after the first kilometre.
- (b) Any dispute arising in relation to the actual distances to be paid to an Operator shall be resolved within two working days between Boral's representative and an Operator or their representative by jointly measuring the actual distance travelled, in a mutually agreed vehicle, from the loading point to the discharge point via the shortest practicable route.

4. Cartage Rates and Related Matters

4.1 Basis of Cartage Rates

Cartage rates for Operators are based on:

- (a) (subject to Schedule "2") a monthly retainer fee of (A); and
- (b) (B) per load; and
- (c) (C) for the first kilometre (or part kilometre) and then $\frac{1}{2}$ (C) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried with a minimum payment of three (3) times (C).

Notation: refer to Schedule "1" for the amounts referred to in this clause by way of a capital letter.

Notation: the cartage rates arising from this clause are exclusive of GST, refer to the Boral GST Protocol (Facilitation and Compliance) Contract Determination.

4.2 Surcharges

In addition to the cartage rates in clause 4.1 where appropriate an Operator shall be paid the following surcharges:

- (a) Mixing in the Yard

An Operator will be paid a fee of (D) of Schedule 1 per load to mix and discharge concrete within the boundaries of a plant. If an operator owns their own mixer "I" of Schedule 1 will be added to the fee.

(b) Waiting Time

An Operator will be paid at the rate prescribed in item (E) of Schedule 1 for all time spent on site waiting to discharge and/or discharging the load which is beyond 40 minutes. Such payment will be calculated to the nearest completed whole minute.

(c) Out of Hours Surcharges

- (i) Normal delivery hours shall be 6.00am to 5.00pm Monday to Friday and 6.00 am to 1.00pm Saturday. For the determinations made under this clause, time shall be the time of completed loading. It is the Operator's responsibility to ensure that the load is correctly mixed and of the desired consistency to achieve the specified slump on site, prior to leaving the plant. Should the load not be mixed to its desired consistency due to batching error, the delivery docket will be re-stamped upon the load reaching the required consistency in conformity with required specifications.
- (ii) Surcharge Rates - in addition to the cartage rates in clause 4.1, an Operator will be paid at the rate prescribed in item (H) of Schedule 1 per load with respect to product delivered outside the hours of 6.00am to 4.00pm Monday to Friday and 6.00am - 12.00 noon Saturdays, or Item M of Schedule 1 per load with respect to product delivered on Sundays or Public Holidays.
- (iii) Where an Operator is required at the plant to make a delivery outside normal delivery hours they will be paid for each completed half hour after normal delivery hours at the rate prescribed in item (G) of Schedule 1 where no load is received following the expiration of the initial half hour. If an operators start time is after 5.30am and before 6.00am and no load is received the expiration of the initial half hour will not apply and they will receive the payment prescribed in item (G) of schedule 1.
- (iv) An Operator will receive item (N) of Schedule 1 where an Operator has completed their cartage work in normal delivery hours has left the plant and then been recalled for work in the following circumstances:
 - (A) Public Holidays;
 - (B) Sundays;
 - (C) Saturday before 5.00am or after 1.00pm; or
 - (D) Monday to Friday after 6.00pm or before 5.00am.

In the cases of (C) & (D) only, when the cumulative value of surcharges paid is equal to or exceeds item (N) the payment shall not be paid. If the total surcharge value paid is less than (N) the balance equal to the payment will be paid.

(d) Multiple Discharge Points and Customers

- (i) Multiple Discharge Points - Payment for cartage work covers the total distance travelled. Additional km travelled will be added to the ticket and paid as if the original load was carried for the entire distance plus waiting time, if applicable, commencing from the arrival at the first delivery point. Waiting time is only applicable after the expiration of the appropriate time allowance as in Clause 4.2 (b).
- (ii) Multiple Customers - Each delivery shall be treated for the purpose of payment as separate deliveries.

(e) Diverted Loads

Diverted loads are loads that are intended for delivery to a particular customer but discharge of the load does not commence and the Operator is directed to deliver the load to an alternative location. In this case the Operator will be paid as follows:

- (i) Direct Diversion - Where a load is diverted en route an Operator will be paid normal cartage rates covering the total distance travelled from initial departure from the plant to the ultimate delivery point of the load, plus waiting time payment whilst awaiting diversion advice.
- (ii) Return to Plant and divert - It is thereafter treated as a new load.
- (iii) Return to Plant and Dumped - When 1.0 cubic metre or more of concrete is returned to the plant and dumped cartage will be paid as if the delivery had been successful, with the additional payment of item (F) per kilometre for the return journey.
- (iv) Return to Plant and Subsequently Dumped Outside Plant -Where Boral directs any diverted load that has been agitated in the yard to be taken to another site and dumped, an Operator will be paid at the rate specified in Schedule 1 item (C) for the first kilometre (or part kilometre) and then $\frac{1}{2}$ (C) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried with a minimum payment of three (3) times (C) to the discharge point, with the additional payment of item (F) per kilometre for the return journey to the plant.

(f) Road and Bridge Tolls

Where an Operator is required to pay a road and/or bridge toll whilst performing cartage work then such road and/or bridge toll shall be paid by Boral, provided that both the outward and return journey are travelled by the shortest practicable route (this includes daily plant transfers).

(g) Transfer Rates

- (i) Transfer Rates - An Operator will be paid at the rate prescribed in item (F) of schedule 1 for the first kilometre (or part kilometre) and then $\frac{1}{2}$ (F) per half kilometre thereafter (rounded up to the nearest half kilometre) that the vehicle travels between approved locations.
- (ii) Transfer payments will be paid if a vehicle is transferred empty between plants with payment based upon the shortest practicable route to the nearest half a kilometre. When returning to the vehicles nominated plant the transfer payment will be based upon the net difference between the kilometre rate for any return load and additional distance travelled.

(h) Awaiting Diversion Advice & Material Transfer With The Plant

When an Operator is required to

- (i) agitate any quantity of concrete within the plant whilst awaiting diversion advice; or
- (ii) material transfer within the plant

they will be paid at the rate of (J) of Schedule 1 per completed minute.

(i) Left Over Concrete

- (i) All concrete remains the property of Boral and accordingly Boral reserves the right to direct where concrete is to be taken or if and where it is to be dumped. The Operator shall contact Boral for instructions as soon as possible in this regard. No payment shall be made

other than that arising from the delivery itself when concrete is dumped in the vicinity of the original job site.

- (ii) When 1.0 cubic metre or more of left over concrete is returned to the plant the Operator will be paid at the rate prescribed in item (F) of Schedule 1 for the first kilometre (or part kilometre) and then $\frac{1}{2}$ (F) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried;
- (iii) When the Operators vehicle is used to dispose of left over concrete by returning to the source plant, as a result of pump line "blow back" the Operator will be paid at the rate prescribed in item (F) of Schedule 1 for the first kilometre (or part kilometre) and then $\frac{1}{2}$ (F) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried. In addition to this payment the Operator will be paid at the rate of item (E) per completed minute for time spent between completing the discharge of the load and completion of loading the "blow back".
- (iv) When left over concrete is not returned to the source plant an Operator will be paid for the total distance travelled from the initial departure from the plant to the ultimate discharge point of the load at the rate prescribed in item (C) of Schedule 1 for the first kilometre (or part kilometre) and then $\frac{1}{2}$ (C) per half kilometre thereafter (rounded up to the nearest half kilometre). In addition to this payment the operator will be paid at the rate of item (E) per completed minute for time spent unloading and/or waiting to unload at the ultimate discharge point with the additional payment of item (F) per kilometre for the return journey to the plant.

4.3 Variation of Cartage Rates and Surcharges

The cartage rates and surcharges set out in Schedule 1 shall be varied in accordance with the provisions of Schedule 3.

4.4 Award Benefits Etc

- (a) The following payments are provided for in the cartage rates and surcharges payable to an Operator under this Contract Determination.
 - (i) all benefits and entitlements under the Award;
 - (ii) 20 days annual leave;
 - (iii) 34.8 hours of long service leave per annum; and
 - (iv) superannuation at the prevailing statutory rate.
- (b) Should there be any variation to the entitlements under the Award, the appropriate cartage rate and/or surcharge will be adjusted accordingly at the relevant review date.
- (c) An Operator may take the leave entitlements in accordance with the Award but, if required by Boral, their vehicle must be available with a relief driver when they are taking the above entitlements provided that Boral will:
 - (i) allow an Operator to withdraw their vehicle from performing the cartage work each year for a period of up to two weeks for the taking of annual leave at a mutually agreeable time that disrupts Boral's business the least; and
 - (ii) if the utilisation rate falls below 900 loads per annum, not require an Operator to provide a relief driver when on approved leave.

4.5 Minimum Earnings

In the event that an Operator does not cart at least 900 loads of concrete in a financial year, Boral shall adjust their earnings to effect a deemed number of loads carted of 900 at the applicable per load rate. Provided that if an Operator's vehicle has been absent from performing cartage work on regular days the deemed number of loads shall be reduced at the rate of 4 per day absent.

5. Cartage Accounts

5.1 Preparation Of Cartage Accounts

Boral shall prepare cartage accounts in accordance with dockets issued by Boral to an Operator during the course of the accounting period.

5.2 Cartage Account Details

An Operator's accounts, as prepared by Boral, shall be itemised on a daily basis which shall include for each load: date, docket number, job address, load fee, paid kilometres, surcharges and total payment.

5.3 Payment Of Cartage Accounts

Cartage accounts shall be paid on the following basis:

- (a) the first monthly retainer shall be due in advance;
- (b) subsequent monthly retainer payments shall be paid monthly (this continues to be a payment in advance);
- (c) cartage earnings (other than the monthly retainer) shall be calculated twice monthly and paid within ten days of the last day of the period; and
- (d) payment will be by electronic funds transfer into the Operator's nominated bank account.

5.4 Recent Account Discrepancies

Account discrepancies relating to the immediately preceding pay period shall be settled promptly and in no case later than fourteen (14) days from the date of written submission of the discrepancy.

5.5 Older Account Discrepancies

Account discrepancies relating to other than the immediately preceding pay period and up to twelve (12) months previous shall be settled within thirty (30) days from the date of written submission of the discrepancy. Over one year account discrepancies are to be settled as soon as practicable.

5.6 Adjustment Following Settlement Of Account Discrepancy

Where, following settlement of an account discrepancy, an adjustment to cartage payments is required, then such adjustment shall be made in the pay period following settlement.

5.7 Purchases Other Than Fuel

Where an Operator purchases any item other than fuel from Boral, or where goods are purchased on an Operator's behalf by Boral, Boral may deduct from an Operator's cartage payments an amount equal to the value of the purchase provided Boral has written authorisation to make such deduction.

5.8 Fuel Purchases

Boral may deduct from an Operator's cartage payments an amount equal to the value of any fuel purchased from Boral. The price of the fuel shall not be adjusted retrospectively.

5.9 Overpayment By Boral

When an Operator is overpaid, Boral shall submit an adjustment account to the Operator which shall be determined within fourteen (14) days from the date of submission for the immediately preceding pay period or thirty (30) days for all other claims. Following determination of the overpayment, the deduction shall be from the next cartage payment due.

5.10 No Other Deduction Or Purchases

Except as provided for in clause 5, no:

- (a) deductions can be made from an Operator's account without an Operator's prior written approval; and
- (b) purchases are to be made on Boral's account without prior written approval.

5.11 Section 127 Statement

An Operator shall complete and provide to Boral a section 127 statement each quarter in the terms set out in Annexure 3.

6. Living Away from Home

6.1 Being Away From Home

- (a) When an Operator is engaged in work which precludes them from reaching their usual place of residence at night they shall receive the benefits and conditions as detailed in the Award.
- (b) To avoid any doubt, this clause shall not apply to movements within the Sydney Metropolitan Area.

6.2 Notice Of Being Away From Home

Where an Operator is required to transfer to a working area which precludes them from returning to their normal place of residence each night, Boral wherever possible shall provide them with at least twenty four (24) hours prior notice of the request.

6.3 Period Of Working Away From Home

Where an Operator is transferred outside the Sydney Metropolitan Area, such transfer shall be for a period not exceeding seven (7) days duration or longer by mutual agreement and shall be done from a cyclic transfer roster.

6.4 Transfer Payments

- (a) When an Operator is transferred in accordance with this clause, they shall be paid transfer payments at the rate of item (F) of Schedule 1 per kilometre or part thereof that they are required to travel to and from the directed transfer location.
- (b) A transfer docket must be issued by Boral to an Operator prior to departure, wherever practicable, otherwise on arrival at the destination.
- (c) Should a transfer be cancelled or redirected the relevant transfer docket shall be adjusted by Boral immediately on an Operator's return to the plant from which they were originally transferred.

7. Statutory Requirements and Insurance

7.1 Compliance With Laws

An Operator shall comply with the provisions of all relevant statutes and regulations made there under in relation to the use or operation of their vehicle and they shall ensure payment of all lawful fees, licences and taxes in relation thereto.

7.2 Variation of Statutory Requirements

Any variation in statutory requirements increasing the cost of performing the cartage work shall be taken into account when next varying the cartage rates.

7.3 Insurances

An Operator shall arrange and keep current insurance cover whilst working under this Contract Determination in respect of:

- (a) motor vehicle comprehensive including third party property;
- (b) motor vehicle compulsory third party;
- (c) worker's compensation for all employees, including casuals of an Operator's Company;
- (d) public liability;
 - (i) public liability cover to the value of \$10 million;
 - (ii) public liability for mixer damage (extension) \$40,000 limit;
 - (iii) public liability for wrong delivery (extension) \$500,000 limit; and

Notation: insurer may roll these policies into one.

- (e) sickness and accident cover.

7.4 Submission of Insurance Documents Etc

All relevant insurance policies, registration certificates and driver licences are to be submitted to Boral for perusal, verification and return prior to the commencement of an Operator's engagement and thereafter upon demand within fourteen (14) days of request.

7.5 Provision of Photocopies

An Operator will upon request provide photocopies of any of the above documentation, other than the driver's licence which will be produced for sighting and verification only.

7.6 Endorsements For Public Liability

All public liability insurance shall be endorsed to:

- (a) extend to provide indemnity to Boral as Principal;
- (b) contain a waiver of subrogation from the insurer in favour of Boral as Principal; and
- (c) contain a cross liability clause.

8. Loads

8.1 Load Size

The customer's requirements or technical requirements will determine the actual load size however Boral and the Operator are jointly committed to ensuring that the legal carrying capacity of the vehicle and the rated capacity of the mixer are not exceeded.

8.2 Daily Loading Procedure

- (a) The initial daily starting order will be in accordance with the Access to Cartage Work System as set out in Annexure 5.
- (b) All vehicles will then be loaded in order of their return to the plant except:
 - (i) mini mix vehicles which may be preferentially loaded;
 - (ii) single load or message greater than the mixer capacity or legal carrying capacity of the vehicle next in line which may be preferentially loaded;
 - (iii) articulated vehicles which may be preferentially loaded;
 - (iv) vehicles with returned concrete (where it is impractical due to facility or time constraints to transfer the returned concrete to the next vehicle in line) which may be preferentially loaded; and
 - (v) work pool vehicles who will be loaded in accordance with Annexure 5.

8.3 Notification For Next Day

The initial loading time and the initial plant from which such loading is to occur shall be notified by Boral to an Operator before the end of normal operating hours.

9. Hazardous Approach to Job Site

9.1 Hazardous Approach To Job Site

- (a) An Operator shall have the right to refuse to enter upon ground which they consider unsafe or hazardous.
- (b) If an Operator does refuse entry and the delivery is completed on that day by other vehicles (whether Boral or Operator vehicles) without the use of additional equipment and / or site access improvements by the customer, then the Operator shall not be paid for the delivery or return cartage unless the load has been diverted to another job in which case the delivery to the alternate location shall be paid as if it were a new delivery from the plant where batched to the alternate location.

9.2 Payment After Unsuccessful Entry

If an Operator has notified the plant of the unsafe or hazardous job site and/or approach but attempts unsuccessfully to enter, they shall be paid for the cartage as if the delivery had been successful even if the delivery is ultimately completed, as stated in clause 9.1 (b).

9.3 Refusal To Enter

In all cases if an Operator refuses to enter and the delivery is not completed on that day without the use of additional equipment they will be paid the total cartage rate to the job site plus return cartage if the load is returned to the plant, on Boral's instructions, unless the load is diverted to an alternate location in which case they will be paid in accordance with clause 4.2 (e).

9.4 Bogged Vehicles

- (a) Where an Operator goes beyond the kerb to complete a delivery and their vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery, Boral shall arrange the services of an experienced salvage contractor to extricate the vehicle as soon as practicable and shall bear all costs for those arrangements.
- (b) Boral shall ensure that the salvage contractor selected is covered by an appropriate insurance policy to rectify any damage that the salvage contractor may cause to the Operator's vehicle during the extrication process.
- (c) Provided further that the provisions of clause 9.4 (a) and (b) shall not apply where the vehicle becomes bogged or inoperative as direct result of an Operator's negligence.
- (d) If the circumstances in clause 9.4 (a) arise, the Operator will continue to paid their monthly retainer in accordance with clause 4.1 provided that the Operator:
 - (i) did not become bogged or inoperative as a result of their own negligence;
 - (ii) complied with all directions given by Boral in relation to the load;
 - (iii) complied with all reasonable direction given to the Operator by the customer; and
 - (iv) complies with clause 10.5.

10. Availability of a Suitable Prime Mover

10.1 Vehicle Image Etc

- (a) Operators' vehicles are an integral part of Boral's business strategy. They need to reflect an image of quality and provide the level of performance and necessary reliability to consistently meet Boral's operating standards.
- (b) As far as practicable an Operator shall keep their prime mover clean and tidy. Boral will monitor the presentation and image of prime movers to ensure that the appropriate standard is maintained.
- (c) All cleaning materials and equipment necessary for cleaning the prime mover shall be supplied by Boral and shall comply with any and all statutory requirements and regulations.

10.2 Obligation To Ensure Vehicle Presented For Work

It is an Operator's obligation on each regular day unless rostered off, to personally supply, man, or have manned by approval, operate, and keep serviceable, their vehicle. Any variation to this obligation will require agreement of both the Operator and Boral.

10.3 Boral Approval To Introduce A Prime Mover

No prime mover shall be brought into service without prior notification in writing by an Operator and written approval by Boral.

10.4 Weighbridge Certificates

- (a) When an Operator introduces a vehicle into Boral's fleet and the mixer is fitted, tare and gross weight certificates from a registered weighbridge must be provided by an Operator to Boral.
- (b) Where there is any subsequent change to the vehicle tare and gross weight certificates from a registered weighbridge a copy will be provided again, by an Operator to Boral.

- (c) Boral will pay the costs of any weighbridge certificates and transfer fees incurred in obtaining such certificates. All weighing is to be conducted at a mutually agreeable time.
- (d) Boral may have a representative present during any weighting of the vehicle at a registered weighbridge.

10.5 Repair Of Unserviceable Prime Mover

An unserviceable prime mover shall be repaired as soon as practicable by an Operator.

10.6 Notification To Boral Of Non Attendance

Where an Operator is unable to report for work with their vehicle they shall arrange for Boral to be informed at the earliest possible moment of the reason and the anticipated period of absence.

10.7 Roads & Traffic Authority

- (a) Where an Operator is required to submit their vehicle to the Roads & Traffic Authority for annual inspection, they shall inform Boral of the date for inspection four (4) weeks prior to inspection.
- (b) Subject to Clause 16.3, if a re-inspection is required due solely to a defective mixer, then a transfer fee of item (F) for the first kilometre (or part kilometre) and then ½ (F) per half kilometre thereafter (rounded up to the nearest half kilometre) will be paid by Boral to an Operator for the total distance travelled to the nominated inspection station from the nominated plant and back, plus any inspection fees payable. In addition Boral will pay an Operator at the rate of item (G) of Schedule 1 per hour or part thereof for all time lost each day that they are prevented from performing the cartage work to a maximum of eight (8) hours each day. To avoid any doubt, during this time the Operator will continue to be paid their monthly retainer.

10.8 Prime Mover Supply, Configuration and Age

An Operator shall supply a prime mover (and any replacement prime mover), which must:

- (a) be of a configuration agreed to with Boral;
- (b) comply with the relevant configuration prime mover specification in Annexure 1; and
- (c) not be older than the maximum prime mover age.

10.9 Prime Mover Running Costs

An Operator shall pay all of the running costs for their prime mover.

11. Responsibility for Slump, Mixing & Delivery

11.1 Changes To Concrete Mix

Boral shall provide an Operator, whenever practicable, with advice of any major changes to the source of concrete mix ingredients which are likely to affect the visual assessment of the slump.

11.2 Mixing The Load

An Operator shall ensure that the load is properly mixed as reasonably required by Boral and that the slump of the concrete, immediately prior to discharge, is in accordance with the requirements of the latest revision of Australian Standard AS1379 and or the drivers handbook. The tolerances for the specified slumps are listed below unless they have been varied by negotiations (e.g. for specific projects):

	Tolerance
Specified Slump	
Less than 60mm	+ or -10mm
60mm up to and including 80mm	+ or -15mm
Greater than 80mm up to and including 110mm	+ or - 20mm
Greater than 110mm up to and including 150mm	+ or - 30mm
Greater than 150mm	+ or - 40mm

11.3 Checking After Loading - Slump

After loading the vehicle and before leaving the plant, an Operator must:

- (a) check the slump of the load;
- (b) immediately report to plant staff if they think that upon delivery the slump will not be within the tolerance specified on the delivery docket; and
- (c) add water to bring the load to the required slump using the designated hose (and report to the plant staff the quantity of water added).

11.4 Minimum Mixing Requirements

- (a) An Operator must mix the concrete for at least the minimum mixing time.
- (b) The minimum mixing time for mixing concrete under AS 1379 is 4 minutes at the mixer manufacturers rated mixing speed (approximately 16 revolutions per minute) at the batch plant and a minimum re-mix of 1 minute at the rated mixing speed (approximately 16 revolutions per minute) or to customers requirements before discharging on site. Where a high range water reducer is added to the load on site a minimum re-mixing time of three (3) minutes applies.

11.5 Minimum Mixer Revolutions

Unless instructed otherwise by plant staff, the mixer drum must be kept turning at a minimum of 2 revolutions per minute at all times (except during mixing) when it contains concrete.

11.6 Added Water

Boral will make every reasonable endeavour to ensure that the total batch water in a load of concrete is within 10% of the designed batch water.

11.7 Visual Inspection Of Load Before Leaving The Plant - Irregularities

- (a) An Operator shall visually inspect each load prior to leaving the plant and shall advise Boral of any apparent unusual features of the load which may have occurred due to any reason including but not limited to batching error, plant failure, contamination and/or Operator error.
- (b) Subject to Clause 11.10, an Operator shall not be responsible for or have their cartage payment rejected or withheld due to undetected irregularities of the load which could not be reasonably detected.

11.8 Adding Water To Adjust The Slump - Before Discharging on Site

Should the slump need to be adjusted by adding water to the concrete before discharging an Operator must:

- (a) adjust the concrete to within the tolerance of the slump specified on the delivery docket;
- (b) ensure the water is fully mixed through the load;

- (c) ensure the amount of water added and or the estimated slump is recorded on the docket; and
- (d) make every reasonable endeavour to obtain the signature of the customer for all water added at the customer's request.

11.9 Adjusting The Slump At Request Of Third Party

If Boral has removed an Operator's right to adjust the slump of a load on the job site, and they are requested by a third party to adjust the slump of the load, and Boral approves such adjustment, and the load is rejected on the basis of water addition and/or non compliance with the nominated slump tolerance, then Boral shall pay the Operator for the delivery as if the load had not been rejected.

11.10 Rejection Of Load Due To Slump

Subject to clause 11.9, 11.14 and 11.5, when a load is rejected at a job site because the slump is outside the nominated tolerance contained herein, or an Operator has not visually inspected the load prior to leaving the plant an Operator shall not be paid for the cartage work unless the Operator has recorded the additional water and made every reasonable endeavour to obtain a signature from the customer approving such addition resulting in the slump exceeding the nominated tolerance. Should the Operator fail to obtain such a signature they must indicate the addition of water on the docket.

11.11 Obtaining Signatures For Acceptance of Delivery

- (a) At the job site an Operator shall make every reasonable endeavour to obtain a signature for acceptance of the delivery, as well as all associated charges, and it shall be an Operator's responsibility to contact the plant immediately by two way radio or telephone when a problem arises in obtaining a signature from the customer as required by Boral.
- (b) Boral may not pay an Operator any surcharges associated with the load if there is no verification or acknowledgement of the charges by the customer.

11.12 COD Customers

- (a) An Operator shall make every endeavour to collect money from COD customers for all concrete charges, including waiting time. All monies collected shall be submitted in full to the Manager or Plant Supervisor as soon as possible on return to the plant.
- (b) Boral will not pay an Operator the waiting time accrued with a COD customer if they:
 - (i) have not requested payment for such waiting time from the customer; or
 - (ii) fail to notify plant staff of monies owing due to waiting time prior to despatch of the last load to the customer's project on that day.
- (c) The Operator must follow Boral procedures when collecting any cheques subject to being informed and inducted into any such procedure.
- (d) An Operator shall immediately advise Boral where practicable by two way radio or telephone when a COD payment is not collected or a dispute arises between an Operator and the customer.
- (e) An Operator is not required to carry a float for the purposes of providing a change facility.
- (f) An Operator shall take all due care for any money collected and Boral shall provide a written acknowledgement for all monies deposited with them.

11.13 Dumped Load

Where a load is dumped an Operator shall not be liable to compensate Boral unless the loss occurred as a direct result of their negligence or misconduct.

11.14 Delivery To Kerb Making Machine

Subject to clause 11.4, 11.5 and 11.7 (a), in the case of a delivery of concrete to a kerb making machine, an Operator shall assume no responsibility for the slump of the load as it is delivered in an "as batched" condition. Notwithstanding, the appearance of the machine kerb mix should resemble "rabbit pellets".

11.15 High Range Water Reducer

- (a) Where a high range water reducer is added on site:
 - (i) No high range water reducers are to be added unless authorized by Boral.
 - (ii) The high range water reducer must be added and mixed through the load in accordance with Boral's procedures.
- (b) Where a high range water reducer is added during batching:
 - (i) it is Boral's responsibility to advise the Operator that such a high range water reducer has been added and the likely effect of this admixture on the concrete; and then
 - (ii) it is the Operator's responsibility to ensure that the concrete with a high range water reducer added during batching is delivered in accordance with clause 11.2.

11.16 Reused Concrete

Where more than 0.8 of a cubic metre is returned and is re used and is more than one and one half hours old, and topped up, Boral shall assume full responsibility for the load, thus excluding an Operator from responsibility for the slump of the load subject to them meeting the requirements under clause 11.3, 11.4, 11.5 and 11.7(a).

11.17 Load Limit

It is the Operator's responsibility to advise Boral if their vehicle is unable to carry the volume of concrete stated on the delivery docket.

12. Rostering & Access to Cartage Work

12.1 Rosters

Boral will operate:

- (a) a daily start roster;
- (b) a period (not exceeding one month) transfer cyclic roster;
- (c) a roster off roster (Notation: in the operation of roster off rosters Boral does not intend to require Operators to remain at work unless they genuinely believe that they are or may be required to service customers); and
- (d) such other rosters as Boral require from time to time to efficiently operate its business.

12.2 Access To Cartage Work System

Boral will provide the opportunity for cartage work to Operators in accordance with the Access to Cartage Work System as set out in Annexure 5.

13. Breakdowns

13.1 Transfer Of Vehicles Due To Plant Breakdown

- (a) In the situation of a plant breakdown sufficient vehicles should be transferred to the plant where the work is being diverted to, in order to provide sufficient customer service.
- (b) Where it is likely that the plant is out of production for the rest of the day, then an Operator will either be transferred or given permission to finish work for the day. Such decision is to be made within two (2) hours of the initial breakdown.

13.2 Assistance When Mixer Or Vehicle Is Broken Down

An Operator shall initially assist in every practicable way to remove the concrete from the mixer when a breakdown of the mixer or an Operator's vehicle occurs under load. An Operator is not required to participate in the removal of hardened concrete from the mixer save for the operation and positioning of the mixer to assist in concrete removal.

14. Communication Equipment

14.1 Installation Of Communication Equipment

An Operator shall agree to the installation of two way radio and any other communication equipment required by Boral in or on their vehicle. All equipment shall be installed by Boral's approved technician and such installation shall be of a professional standard. The installation shall include all necessary equipment and the complete installation shall be undertaken at no cost to an Operator. Such equipment is to be positioned to an Operator's reasonable satisfaction.

14.2 Removal Of Communication Equipment

When such communication equipment is removed Boral shall make good the bodywork.

14.3 Taking Care Of The Communication Equipment

An Operator shall take due care to ensure adequate protection of the communication equipment but shall not be liable for any theft of it while the vehicle is in a Boral plant or any other approved location.

14.4 Operation Of Communication Equipment

The communication equipment is to be properly operated by Operators and appropriate procedures are to be followed as determined by Boral following the undertaking of any relevant training (which should be undertaken during working hours where practicable).

14.5 Maintenance Of Communication Equipment

Boral shall be responsible for the maintenance of the two way radio and other communication equipment.

14.6 Installation And Removal During Normal Operating Hours

Installation or removal of communication equipment will be carried out during normal working hours or at times agreeable to both parties.

15. Provision of Mixer

15.1 Provision Of Mixer

Boral shall be responsible for the provision of a mixer in accordance with the relevant mixer specification for an Operator's vehicle configuration and its safe and proper initial fitting to their prime

mover in accordance with the specifications of the respective manufacturers including the supply of "U" bolts, clearance lights, mud flaps and a protective chassis/mixer cover plate mutually acceptable to Boral and the Operator.

15.2 Mixer Removal By Boral

If a mixer is required by Boral to be removed at any time for any reason, the total cost of mixer removal and replacement shall be borne by Boral.

15.3 Mixer Removal By Operator

If an Operator requires the mixer to be removed to effect repairs that cannot be otherwise effected without the removal of the mixer, then the total cost of the mixer removal and replacement shall be borne by Boral provided that such repairs are not for the purpose of painting, inspection, sandblasting, or repairing or modifying the prime mover chassis.

15.4 Responsibility After Fitting

After the initial fitting referred to in clause 15.1 an Operator shall be responsible for the mixer being properly secured to their vehicle. An Operator shall be responsible for all maintenance and replacement of clearance tights, globes and mud flaps and statutory signs. Mud flaps shall be supplied to an Operator by Boral free of charge.

15.5 Adjustment Of U Bolts

- (a) By mutual agreement an Operator may have the "U" bolts adjusted by a qualified mechanic and the costs incurred shall be paid by Boral provided that Boral's workshop shall have the opportunity of undertaking the adjustments.
- (b) Boral shall pay to an Operator a transfer fee at the rate of item (F) of Schedule 1 for the first kilometre (or part kilometre) and then $\frac{1}{2}$ (F) per half kilometre thereafter (rounded up to the nearest half kilometre) to and from the workshop.

15.6 Removal Of Mixer On Termination Of Engagement

- (a) The mixer shall remain the property of Boral and on completion of its use at the termination of an Operator's engagement it shall be removed by Boral at a location nominated by Boral at a time mutually agreed between the Operator and Boral but in any event, within forty eight (48) hours.
- (b) Boral shall pay to an Operator a transfer fee at the rate of item (F) of Schedule 1 per km or part thereof to and from the nominated location.
- (c) An Operator shall be paid at the rate of item (L) of Schedule 1 per hour by Boral for such time involved in the removal of the mixer from their vehicle where such time involved is for a period greater than four (4) hours at the nominated location.

15.7 Provision Of Crank Shaft Protection

Boral shall be responsible for the provision of a crank shaft protection mechanism located between the hydraulic drive and the power take off unit.

15.8 Modifications etc To Mixer

All modification and fitting work to the mixer is to be done expeditiously and in any case not longer than five (5) working days. Boral shall pay an Operator item (L) of Schedule 1 per hour, limited to eight (8) hours per day for each day so detained in excess of the five (5) working days limit. To avoid any doubt, during such modification and fitting work the Operator will continue to be paid their monthly retainer.

16. Mixer Care and Maintenance

16.1 Washing Out The Mixer

An Operator shall exercise all reasonable care for the mixer. The mixer shall be thoroughly washed out internally and cleaned down externally to ensure as far as practicable that there is not build up of concrete and so as not to affect the mixing efficiency, carrying capacity and visual appearance of the mixer.

16.2 Provision Of Cleaning Materials Etc

All cleaning materials and equipment necessary for cleaning the mixer shall be supplied by Boral and shall comply with any and all statutory requirements and regulations.

16.3 Reporting Mixer Maintenance Requirements

An Operator shall report any and all apparent mixer maintenance requirements to Boral who shall undertake any required repairs as soon as reasonably practicable.

16.4 Mixer Repairs

- (a) An Operator shall convey the mixer to the workshop for repairs or maintenance as requested by Boral.
- (b) An Operator shall be paid for transfers to and from the workshop at the rate of item (F) of Schedule 1 per km or part thereof and the forward and return journey shall be treated separately. A means shall be provided by Boral at Boral's cost to convey the Operator to their place of residence or plant whichever is the lesser distance and return them to the workshop as and when required.

16.5 Minor Maintenance Of Mixer

- (a) The Operator shall be responsible for all minor maintenance of the mixer to the satisfaction of Boral, such as topping up oil.
- (b) Subject to the provisions of clause 15 all spare parts, and specialised tools, materials and equipment for the mixer shall be provided by Boral.
- (c) Boral shall be responsible to provide regular maintenance and servicing of the hydraulic components on any hydraulic mixer in accordance with the manufacturer's recommendations.

16.6 Removal Of Hardened Concrete

- (a) It is the Operator's responsibility to inform Boral if concrete build up impedes the carrying capacity and or mixing efficiency.
- (b) Subject to clause 16.6(a), Boral shall be responsible for the removal of hardened concrete build up from the inside of the mixer (a process commonly known as de-dagging) for the first two occasions in a calendar year, provided that if an Operator's mixer requires de-dagging more than twice in a calendar year, they shall be responsible for such de-dagging unless in the period since the last de-dagging the Operator carted more than 30% of their loads in excess of 50 mpa, low slump concrete, kerb mix and/or no fines in which case Boral shall be responsible for the de-dagging.
- (c) All de-dagging work will be conducted outside normal working hours or otherwise by mutual agreement between an Operator and Boral.
- (d) All de-dagging will be completed as soon as practicable.

16.7 Major Maintenance Of Mixer

Boral shall be responsible for all major mixer maintenance. Such repair or maintenance requirements will be carried out wherever practicable outside normal operating hours and all work will be completed as soon as practicable and without delay.

16.8 Provision Of Fuel For The Mixer

An Operator is responsible for the provision of the fuel to run the mixer.

16.9 Parking Of Mixer

Boral's mixer is to be parked only in places approved by Boral. An Operator is not responsible for any loss or damage to Boral's mixer when so parked. Where approval is not given for the mixer to be parked at a location requested by an Operator, then the Operator assumes responsibility for all loss and damage to Boral's mixer when so parked.

16.10 Damage To Mixer

Subject to clause 16.9, an Operator shall be responsible for any damage to the mixer except where such damage is caused by Boral, its servants or agents.

16.11 Cease Using The Mixer For Repairs, Servicing Etc

An Operator must stop using the mixer (or any part of it) if Boral so directs because in Boral's opinion that is appropriate pending the carrying out of any repairs provided that if an Operator's vehicle is required for more than two working days to carry out the repairs they shall be paid by Boral at the rate of item (L) of Schedule 1 per hour up to a maximum of eight hours each day. To avoid any doubt, during such repairs the Operator will continue to be paid their monthly retainer.

16.12 Replacement Of Mixer

If Boral decides to replace an Operator's mixer they must make their vehicle available provided that if their vehicle is required for more than five working days to carry out the replacement they shall be paid by Boral at the rate of item (L) of Schedule 1 per hour up to a maximum of eight hours each day. To avoid any doubt, during such replacement work the Operator will continue to be paid their monthly retainer.

17. Painting and/Or Signwriting

17.1 Boral To Periodically Paint

Boral shall periodically paint and/or signwrite the vehicle to its specification.

17.2 Quality Of Painting

Paint used will be of a quality that is acid resistant and capable of withstanding the arduous conditions of the industry. The painting shall be undertaken by a recognised truck painting contractor and the standard of finish shall be not less than that provided by tradesmen specialising in this field.

17.3 Preparation For Painting

All necessary surface preparations and procedures recommended by the paint manufacturers shall be adhered to. An Operator shall be responsible for the provision of a sound painting surface of the vehicle, including but not limited to the rectification of corrosion, prior to presentation for painting.

17.4 Time Of Painting

All painting is to be done, weather permitting, within the estimated time for the following situations:

- (a) vehicle 10 days;
- (b) prime mover only 5 days; and
- (c) prime mover and mixer frame (not including barrel) 6 days.

To avoid any doubt, during such time the Operator will continue to be paid their monthly retainer.

17.5 Period Of Painting

A vehicle shall be painted every 5 years or a longer or shorter period by mutual agreement.

17.6 Meaning Of Vehicle

To avoid any doubt, for the purposes of this clause "vehicle" shall mean the complete prime mover and mixer including all their components and external surfaces without exception. The mixer shall be removed from the prime mover for painting.

17.7 Unacceptable Paint Finish

In the event that the paint finish of the vehicle is of a standard unacceptable to an Operator, they shall advise Boral prior to the vehicle being removed from the workshop.

17.8 Time Of Painting Excessive

Where painting exceeds the duration stated in clause 17.4 or where a vehicle has to be returned for repainting or painting repairs, an Operator shall be paid by Boral at the rate of item (L) of Schedule 1 per hour up to a maximum of eight hours each day. To avoid any doubt, during such time the Operator will continue to be paid their monthly retainer.

17.9 Removal Of Logos

An Operator will make their vehicle available to Boral for removal of all "stick on logos" from their vehicle whenever their vehicle is permanently removed from Boral's fleet.

17.10 Transport

A means shall be provided by Boral at Boral's cost to convey the Operator to their place of residence or plant whichever is the lesser distance and return them to the paint shop as and when required.

18. Delegates

18.1 Recognition

An Operator appointed as Yard Delegate shall upon notification thereof to Boral by the Branch or Sub Branch Secretary of the Union, be recognised as the accredited representative of the Union.

18.2 Use Of Facilities

The appointed Union Delegate or Executive Delegate shall be provided with reasonable access to and use of a telephone free of charge for Union matters, provided that Boral's site staff are consulted.

19. Nominated Driver

19.1 Use Of Nominated Driver

Except as expressly provided in this Contract Determination an Operator shall:

- (a) only use a nominated driver who is approved by Boral having satisfactorily undertaken any assessment, testing their suitability to be a nominated driver; and
- (b) use their best endeavours to make sure that no one except the nominated driver drives their vehicle for the cartage work or operates the mixer.

Notation:

This clause applies to both nominated and relief drivers. Boral will pay for any assessment arising from clause 19.1 (a) but an Operator shall pay for the nominated driver's time in attending the assessment.

Any person driving an Operator's vehicle prior to the commencement of this Part B will not be required to undertake any assessment arising from clause 19.1(a).

19.2 Licences

An Operator shall:

- (a) make sure that the nominated driver is at all times the holder of a current driver's licence appropriately endorsed or issued in respect of their vehicle and:
 - (i) immediately notify Boral if that licence is cancelled or suspended for any reason; and
 - (ii) present that license to Boral upon request if needed to confirm that it is not cancelled or suspended; and
- (b) make sure that the nominated driver obtains any site safety induction card for construction/building site access.

19.3 Nominated Driver Fitness For Work

An Operator shall:

- (a) ensure that the nominated driver is at all times fit to perform the cartage work;
- (b) every twelve months supply Boral with written confirmation from a medical practitioner, that the nominated driver is medically fit to perform the cartage work; and
- (c) pay for the cost of any such medical provided that Boral will pay the cost if the nominated driver attends a medical practitioner of Boral's choosing.

19.4 Use Of Relief Driver

If the nominated driver cannot drive through illness or for other good reason, an Operator may use a relief driver but an Operator shall first obtain Boral's approval for the relief driver.

An Operator shall:

- (a) make sure that the relief driver is at all times the holder of a current driver's licence appropriately endorsed or issued in respect of their vehicle and:
 - (i) immediately notify Boral if that licence is cancelled or suspended for any reason; and

- (ii) present that license to Boral upon request if needed to confirm that it is not cancelled or suspended;
- (b) make sure that the relief driver obtains any site safety induction card for construction/building site access; and
- (c) ensure that the relief driver is at all times fit to perform the cartage work.

20. Uniforms

20.1 Dress

The nominated driver (and any relief driver) shall maintain an acceptable neatness of dress and appearance.

20.2 Uniform

- (a) Boral shall issue each Operator with a standard uniform issue and the nominated driver (and any relief driver) shall wear the uniform when performing cartage work.
- (b) Standard uniform issue shall be to a maximum of:
 - (i) 5 shirts;
 - (ii) 2 trousers or 3 shorts;
 - (iii) 3 pairs of socks;
 - (iv) 1 pair of steel capped boots (to be replaced on an exchange basis); and
 - (v) jacket.

Notation: Double the issue of items (i), (ii) and (iii) when first issued.

20.3 Wet Weather Gear

Wet weather and safety gear is to be supplied in accordance with the Award by Boral and will be replaced on an exchange basis.

20.4 Uniform Replacement

Replacement of previously issued uniforms will be on the basis of replacement on return of used items.

21. Amenities

21.1 Entitlement

All amenities are to be not less than those enjoyed by an employee driver. The appropriate facilities shall be maintained and kept thoroughly clean and hygienic at all times by Boral. Operators shall conduct themselves in a tidy and appropriate manner and assist in meal room cleanliness.

22. Major Change, Vehicle and Configuration Variation Etc.

22.1 Decision To Introduce Change

Where Boral has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Operators, Boral shall consult with the Consultative Committee (refer clause 25) about the changes and discuss the

introduction of the changes, the effects the changes are likely to have on Operators and shall give prompt consideration to matters raised by the Consultative Committee.

"Significant effects" include termination of engagement, major changes in the composition, operation or size of Boral's fleet or in the work to be performed, the elimination or diminution of work opportunities, the alteration of usual hours of work etc.

22.2 Mandatory Consultation

Despite clause 22.1 and to avoid any doubt, if Boral believe that it is desirable to:

- (a) reduce or increase the number of Operator vehicles in the Operator fleet;
- (b) change the balance of vehicle configurations in the Operator fleet;
- (c) reduce or increase the number of company vehicles performing cartage work;
- (d) change the balance of vehicle configurations in the company fleet performing cartage work; and/or
- (e) introduce a new vehicle configuration into the company or Operator fleet,

Boral shall consult with the Consultative Committee (refer clause 25) about the changes and discuss the introduction of the proposed changes, the effects the changes are likely to have on Operators and shall give prompt consideration to matters raised by the Consultative Committee.

22.3 Boral's Right To Make Change

Having consulted in accordance with clause 22.2, Boral may:

- (a) (subject to clause 22.4) reduce the number of Operator vehicles;
- (b) increase the number of Operator vehicles;
- (c) (subject to clause 22.5) offer Operators the opportunity to change vehicle configuration (which may include a new configuration);
- (d) reduce or increase the number of company vehicles;
- (e) change the balance of vehicle configuration within the company fleet; and/or
- (f) introduce a new configuration of vehicle into the company fleet.

22.4 Boral Buffer Vehicles

- (a) Where Boral has decided to reduce the Operator fleet to zero, Boral may terminate the Head Contracts of all of the Operators. Provided that if Boral stagger the terminations they must terminate the Operator with the lowest score ascertained in accordance with Annexure 4 first and so on. Provided that if two or more Operators have an equal score the Operator with the shortest service will have their Head Contract terminated first and so on.
- (b) In all circumstances other than those set out in clause 22.4 (a), Boral may reduce the number of Operator vehicles only after having withdrawn all (ten) of the Buffer Company Vehicles from service (at some time after the commencement of this Part B and before commencing to reduce the original number of Operator vehicles in service at the commencement of this Part B) by:
 - (i) calling for volunteers in the relevant configuration(s) of vehicle; and then

- (ii) terminating the Head Contract of the Operator in the relevant configuration(s) with the lowest score ascertained in accordance with Annexure 4 first and so on. Provided that if two or more Operators have an equal score the Operator with the shortest service will have their Head Contract terminated first and so on.

22.5 Configuration Change

- (a) Boral shall increase the number of Operator vehicles within a particular vehicle configuration by firstly calling for volunteers from existing Operators to move to the relevant configuration of vehicle.
- (b) To avoid any doubt, an Operator who has:
 - (i) complied with the terms of any Change of Configuration Undertaking set out in their Head Contract; or
 - (ii) has purchased a new prime mover so to comply with clause 10.8 (c) of this Part B,cannot be compelled by Boral to change the configuration of their prime mover for the duration of their Head Contract.

23. Development and Training

23.1 Objects, Purposes and Commitments

- (a) Boral and the Operators aim to be the best in the concrete business with a desire to meet and exceed Boral's customer's requirements. This will result in skilled Operators with viable businesses who will, enjoy being part of Boral's operations.
- (b) In addition to the initial induction and training at the time of engagement, Boral and the Operators recognise the mutual benefits of and accept a greater commitment to, ongoing training and development.
- (c) Boral will organise and pay for the costs of providing the necessary training, an Operator must attend. An Operator will be paid at the rate of item (K) per kilometre of Schedule 1 if an Operator is required to use their own vehicle.
- (d) Training where possible, will be structured to minimise the interference with an Operator's working day.
- (e) Training which takes a full day will be limited to 2 working days per annum. Payment for extensive training beyond this will be a matter for negotiation and payment will be made at the rate specified in item (L) of Schedule 1 plus reasonable expenses and travelling cost as in clause 23.1(c).
- (f) In addition, Boral will endeavour to make voluntary training programs (aimed at assisting an Operator in their business) available and these will be excluded from the provision of clause 23.1(b) to 23.1(e) inclusive.
- (g) All training will be conducted within the Sydney Metropolitan Area.

24. Grievance and Disputes Procedure

24.1 Commitment

Boral, the Operators and the Union are jointly committed to this procedure and will promote the resolution of disputes/grievances by measures based on consultation, co operation and discussion and avoid interruption to the performance of cartage work and the consequential loss of production, earnings and profit.

24.2 Procedure Mandatory

All disputes shall be dealt with under this Clause.

24.3 Steps

Step I

When there is a disagreement, an Operator shall attempt to resolve the matter by negotiating with Boral or their representative on site.

Step 2

Where the matter is not resolved, the Yard Operator Delegate shall attempt to resolve the matter by negotiation with Boral or their representative on site. An Operator's Executive delegate or an Operator's representative may be party to further negotiations with Boral.

Step 3

If the matter remains unresolved an official of the Union and/or an Operator's nominated representative shall be party to continued negotiations with Boral.

Step 4

If the matter remains unresolved the Secretary, Assistant Secretary, an Official of the Union or an Operator's nominated representative may be party to continued discussions/negotiations with the relevant representatives of Boral.

Step 5

If the matter is unresolved the matter will be notified to the Industrial Relations Commission of New South Wales by the Union or Boral pursuant to the Act.

24.4 Work To Continue Normally

Cartage work shall continue normally while this procedure is being followed and during all discussions, negotiations and any proceedings about a grievance or matter in dispute.

25. Consultative Committee

25.1 Formation Of Committee

- (a) Boral and the Operators must each do all that is reasonably needed to form, maintain and operate a committee comprising Boral representatives and Operator representatives.
- (b) Operator representatives will be elected by the Operators.
- (c) Boral representatives will be selected by Boral.
- (d) The chair shall rotate each year between an Operator representative and a Boral representative.

Notation: The Boral or Operator representatives may invite their agent or representatives to attend meetings if they have given the other party prior notice.

25.2 Sub-Committees

The consultative committee may form (and dissolve) a sub-committee and may act through that sub-committee.

25.3 Committee Procedures

All procedures of the consultative committee are to be determined by the consultative committee. All procedures of any sub-committee of the consultative committee are to be determined by the consultative committee and to the extent that the consultative committee does not determine them, by the sub-committee itself.

25.4 Proper Performance Of Functions

Boral must use its best efforts to ensure that the Boral representatives and the Operators must use their best efforts to ensure that the Operator representatives, each do whatever is necessary to ensure that the consultative committee performs the functions set out in this Contract Determination and performs those functions properly and speedily.

25.5 Consultation Procedure

The following procedure shall apply to any matter the subject of consultation:

- (a) Boral or an Operator representative must inform the consultative committee of the relevant matter;
- (b) Boral must if requested by the consultative committee, receive any comments of the consultative committee either at a meeting or in writing;
- (c) Boral must consult about the relevant matter the subject of the consultation and to avoid any doubt consultation means the act of conferring, to seek counsel from, ask advice of and to refer to for information;
- (d) Boral is conclusively taken to have satisfied its obligation to consult thirty days (30) after the step in clause 25.5 (a);
- (e) having consulted, Boral may make its own decision concerning the relevant matter; and
- (f) Boral may require the consultative committee to nominate an Operator representative on the consultative committee to receive communications from Boral on behalf of the consultative committee.

Notation: To avoid any doubt should a dispute arise concerning a matter which is the subject of consultation or a decision made by Boral as contemplated in clause 25.5 (e) either party may utilise the grievance and disputes procedure in clause 24 or exercise their rights pursuant to the Act.

25.6 Prior Consultation Before Exercising Rights Etc

To avoid any doubt, prior to exercising any right arising from clauses 22 or utilising a fleet owner to perform cartage work, Boral must consult in accordance with the procedure set out in clause 25.5.

25.7 Periodic Reviews By The Committee

Despite anything else in this clause, the consultative committee will periodically (at least quarterly) review:

- (a) customer satisfaction;
- (b) vehicle utilisation generally and within plants; and
- (c) any other agreed matters associated with the cartage work.

26. Continuous Improvement Process

26.1 Participation In Continuous Improvement

In order to maintain and further develop Boral's leading position in the pre mix concrete industry Operators will participate in Boral's "Continuous Improvement Program" activities and processes. The reduction of costs, consistency of quality and customer satisfaction are an integral part of these activities and processes. Both Boral and the Operators will work to ensure that Boral's quality system continues to achieve certification to meet the relevant Australian Standard.

26.2 Payment

Any payment under this Clause will be as in Clause 23.1.

27. Special Circumstances

27.1 Carting In Other Than Mixer

Where an Operator is requested to cart concrete in their vehicle other than with a mixer the cartage rate shall be negotiated between Boral and the Operator at the relevant time provided that the rate so negotiated is competitive with the prevailing market rate for such cartage.

27.2 Special or Unique Circumstances

Boral, the Operators and the Union agree that, this section will not apply to the overwhelming majority of work however where there are special or unique circumstances applying on a specific project then Boral and the Consultative Committee may agree on a special rate structure, on the basis that it is in their mutual best interest. This Contract Determination will be varied by the parties to give effect to any such agreement. If there is no agreement reached then clause 27.2 shall not apply.

28. Plant Stored Operator's Equipment

28.1 Provision of Space

Unless impracticable given the constraints in the plant area, Boral shall provide sufficient space for the secure storage of Operator equipment at their nominated plant that is reasonably necessary to assist in the efficient and effective running of their vehicles.

29. Boral Operated Vehicles & Fleet Owners Etc

29.1 Use of Boral Vehicles

Except as expressly stated in this clause nothing restricts Boral's right to utilise its own vehicles for the cartage work.

- (a) At plants which are a nominated plant for Operator and non-Operator vehicles, Boral's six and eight wheeler vehicles shall:
 - (i) load in accordance with clause 8.2;
 - (ii) participate in all rosters arising from clause 12.1; and
 - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
- (b) At plants which are a nominated plant for non-Operator vehicles only, Boral's six and eight wheeler vehicles may:
 - (i) load in accordance with clause 8.2;

- (ii) participate in all rosters arising from clause 12.1; and
 - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
- (c) Boral shall not introduce any Boral company articulated vehicles into the cartage fleet for the first two years of the operation of this Contract Determination.

29.2 Use Of Fleet Owners

- (a) Subject to clause 25.6 and 29.2 (b), (c) and (d), nothing restricts Boral's right to utilise fleet owner vehicles for the cartage work.

Notation: Boral has undertaken to the Union that the commercial terms upon which they would engage a fleet owner would require the fleet owner to:

- (a) operate under Boral's safety management plan or, if Boral elected, operate under their own SMP which would need to meet Boral's SMP standards;
 - (b) comply with the provisions of any relevant employment law (including but not limited to) concerning income tax, workers' compensation, annual leave, long service leave or any award, order determination or agreement of a competent industrial tribunal; and
 - (c) provide any relevant documentation and co-operate with Boral to allow Boral to confirm compliance with such clauses.
- (b) At plants which are a nominated plant for Operator and non-Operator vehicles, fleet owner six and eight wheeler vehicles shall:
- (i) load in accordance with clause 8.2;
 - (ii) participate in all rosters arising from clause 12.1; and
 - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
- (c) At plants which are a nominated plant for non-Operator vehicles only, fleet owner six and eight wheeler vehicles may:
- (i) load in accordance with clause 8.2;
 - (ii) participate in all rosters arising from clause 12.1; and
 - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
- (d) Boral shall not introduce any fleet owner articulated vehicles into the cartage fleet for the first two years of the term of this Contract Determination.

29.3 Limit Of Articulated Vehicles

For the third and fourth years of the operation of this Contract Determination Boral shall not have more than five percent of its total cartage fleet (Operator, Boral vehicles, fleet owner vehicles) consisting of articulated vehicles.

30. Operating Procedures Etc

30.1 Obligations

An Operator shall perform the cartage work:

- (a) (to avoid any doubt) in accordance with this determination;

- (b) in accordance with any day to day directions given to them by Boral;
- (c) in accordance with any procedures or policies relevant to the performance of the cartage work provided that they have been inducted into the policy or procedure and provided with a copy of it. This includes the provision of a driver's handbook to be maintained by Boral which will include policies, and procedures;
- (d) without jeopardising or damaging Boral's business; and
- (e) with due care and skill and in a proper, thorough and professional manner.

30.2 Fines

The Operator is responsible for any fines or other penalties imposed on them:

- (a) if the maximum legal pay load carried with their vehicle is exceeded at any time; or
- (b) for any breach of any relevant laws except when the Operator is fined for carrying mud or earth off a building or construction site after discharging their load in which case Boral shall pay any such fine provided that the Operator has complied with Boral's environmental policy and procedures.

31. Occupational Health and Safety

31.1 Obligation To Perform The Cartage Work Safely

An Operator shall perform the cartage work safely and in accordance with any legislative, regulatory requirements and Boral's Occupational Health and Safety policy and procedures (provided that they have been inducted into the policy or procedure and provided with a copy of it). Responsibility and accountabilities of the Operator include but are not limited to the following, to:

- (a) co-operate with any reasonable request made by the site supervisor or manager to ensure compliance with the OH&S Act and Boral policy to protect the health, safety and welfare of persons at all times;
- (b) comply with the requirements of the Safety Management Plan responsibilities and accountabilities and associated procedures;
- (c) use equipment that is issued for personal protection and ensure that it is maintained in proper order;
- (d) regularly inspect their work environment during the day and report any hazards to the site supervisor or manager and take corrective action within the limit of their responsibility;
- (e) participate in Emergency Response practice sessions as organised on the site from time to time; and
- (f) participate through the consultation process i.e. yard meetings or Safety Management Plan review committee meetings to review and implement the "Safety Management Plan" (To avoid any doubt, during this time Boral will continue to pay the monthly retainer).

31.2 RTA Requirements

An Operator must ensure that the nominated or relief driver complies with the RTA's requirements related to the number of driving hours and rest periods.

32. Environmental

32.1 Obligations

An Operator shall perform the cartage work in accordance with any legislative and regulatory environmental requirements and Boral's environmental policy and procedures (provided that they have been inducted into the policy or procedure and provided with a copy of it). Responsibility and accountabilities of the Operator include but are not limited to the following, to:

- (a) co-operate with any reasonable request made by the plant or site supervisor or manager to ensure compliance with the Environmental Act and Boral environmental policy;
- (b) comply with *the Clean Air Act 26(1)*, which refers to motor vehicles;
- (c) prevent fresh concrete contaminating roadways and cement slurry entering stormwater drains by ensuring chutes are free of excess concrete or loose material prior to leaving the plant and job site;
- (d) not washdown on site without the approval of the customer and only in areas designated by the customer;
- (e) always wash out the mixer and discharge slurry into wash out pits or contained areas; and
- (f) from time to time participate in meetings to, review and implement environmental procedures. The Operator will be paid for all time spent in relation to duties associated with these meetings in accordance with item (L) of Schedule 1. To avoid any doubt, during this time Boral will continue to pay the monthly retainer.

33. Good Faith

33.1 Boral Obligation

- (a) Boral may operate its business as it sees fit in its own commercial interest, but must act in good faith, meaning that Boral must not abuse a power or right under this Contract Determination or otherwise to obtain an improper collateral benefit or objective.
- (b) To avoid any doubt this extends to the use of related companies to perform its cartage work.

34. Operator's Rights

34.1 Rights

It is an Operator's right:

- (a) to be treated fairly and courteously by all Boral's personnel;
- (b) to access cartage work in accordance with the Access To Cartage Work System set out in Annexure 5;
- (c) if an Operator considers themselves to have been treated unfairly in the allocation of work to sight the relevant Boral documentation at a mutually agreed time;
- (d) where Boral provides an Operator with the mixer, for the mixer to be adequately maintained by Boral so that an Operator is not hampered by excessive mixer downtime;
- (e) in the event of a dispute over any matter, to have the opportunity to present their case to Boral and be impartially judged and to also be represented by their Union delegate or official if requested;

- (f) to consult with the Area Manager in the presence of the delegate regarding work load/plant trucking; and
- (g) to be able to report any improper conduct without fear of reprisal.

35. Mixer Ownership

35.1 Applicable Conditions

- (a) A number of Operators own their own mixer and they may continue to operate with their own mixer under this Part B. Set out in Annexure 2 are terms and conditions that apply to these Operators in lieu of the stated provisions in the main body of this Part B.
- (b) In addition to any other rates payable when an Operator owns their own mixer an Operator shall receive the rate in Schedule 1 (I) per load. To avoid any doubt this is a flat payment and attracts no other premium, penalty or surcharge.
- (c) An operator who owns their mixer may elect to change to a Boral owned mixer with 3 months notice.

36. Other Conditions

36.1 Reference

For conditions of engagement of Operators other than those contained in this Part B (such as termination, severance, redundancy, assignment etc) refer to an Operator's Head Contract executed between them and Boral.

37. Leave Reserved

37.1 Matters

Leave is reserved to the parties to apply as they see fit in relation to:

- (a) insurance cover relating to underground work.

SCHEDULE 1

RATES As at 1st of June 2006

Item	Description	Unit	Six Wheeler \$	Eight Wheeler \$
A	Retainer	Per Month	4,406	4,853
B	Load Fee	Per Load	43.60	48.90
C	Kilometre Rate	Per km	2.20	2.54
D	Mixing In Yard	Per Load	43.60	48.90
E	Waiting Time	Per Minute	1.26	1.40
F	Transfer Fee	Per km	1.10	1.27
G	Standby Time	Per Half Hour	15.84	16.55
H	Out of House Surcharge (Mon - Sat)	Per Load	31.68	33.10
I	Own Mixer Rate	Per Load	10.54	12.65
J	Agitating Fee	Per Minute	1.26	1.40
K	Car Travelling	Per km	0.68	0.68
L	Labour Hire	Per Hour	15.84	16.55
M	Out of Hours Surcharge (Sun - Public Hol)	Per Load	39.60	41.38
N	Call Out Fee	Fee	126.72	132.40

SCHEDULE 2**MONTHLY RETAINER**

1. Monthly Retainer Payment

1.1. Payment

Subject to this Schedule, Boral shall pay an Operator the relevant monthly retainer payment each month as set out in Schedule 1.

1.2. Requirement to Work Regular Days

An Operator must be available to perform the cartage work on the regular days from their allocated start time and until rostered off by Boral. If they are not then their monthly retainer for the next month shall be reduced by the relevant retainer reduction factor for each regular day they are not available to perform the cartage work from their allocated start time and until rostered off by Boral.

1.3. Final Monthly Retainer Payment

If an Operator's engagement ends or is terminated then Boral may deduct from any cartage payment owing to the Operator any amount overpaid on account of a monthly retainer paid in advance by Boral.

1.4. Meanings:

For the purposes of this Schedule the following meanings shall apply:

"regular days" see definition in Dictionary (refer Clause 1)

"retainer reduction factor"

Six Wheeler Vehicle: The dollar amount determined by multiplying the six wheeler retainer rate (Schedule I Item A) by 12 then dividing this total by 290.

Eight Wheeler Vehicle: The dollar amount determined by multiplying the eight wheeler retainer rate (Schedule 1 Item A) by 12 then dividing this total by 290.

SCHEDULE 3**RATE REVIEW & COST ITEMS as at 1st of June 2006**

The following is a list of items that constitute the true cost model, the total cost for these items at the start of this Part B and the base cartage information on which initial rates have been developed.

Item #	Description		6 wheeler		8 wheeler
1	Annual Wage	\$	\$31,299.84	\$	32,702.80
2	Slump Allowance	\$	\$912.96	\$	912.96
3	Workers Compensation	\$	3,170.63	\$	3,310.06
4	Annual Leave Loading	\$	601.92	\$	628.90
5	Long Service Leave	\$	521.66	\$	545.05
6	Superannuation	\$	2,816.99	\$	2,943.25
7	Casual Labour	\$	2,640.69	\$	2,757.35
8	Full Comprehensive Vehicle Insurance	\$	1,974.00	\$	2,358.00
9	Public Liability Insurance	\$	420.00	\$	420.00
10	Sick & Accident Insurance	\$	1,058.00	\$	1,058.00
11	Vehicle Funding	\$	17,907.48	\$	21,393.55

12	Registration Costs	\$	1,088.03	\$	2,423.09
13	Green Slip	\$	1,704.55	\$	1,704.55
14	Stamp Duty	\$	593.36	\$	709.93
15	Other Costs	\$	3,779.52	\$	3,779.52
16	Overtime Labour	\$	16,156.80	\$	16,881.00
17	Return on Asset	\$	15,173.00	\$	17,419.00
18	Fuel	\$	12,201.13	\$	11,935.98
19	Tyres	\$	2,248.73	\$	2,788.95
20	R&M	\$	9,385.00	\$	10,392.00
	TOTAL	\$	125,654.29	\$	137,063.94

Base Cartage Information		
Average Loaded Kilometres	9.0	8.5
Loaded Kilometres Total	10855	9887
Total Kilometres Travelled	21710	19774
Average m3 per load	4.9	5.7
Loads Per Annum	1206	1163
Average Productivity	5910	6630

1. Review Period

- (a) The following rate items are to be reviewed each January (annual review) and July (six month review), with the corresponding rate items in Schedule 1 impacted by the review adjusted on the 1st of February and the 1st of August each year respectively.

Item #	Description
18	Fuel
19	Tyres

The July review will involve the sourcing of prices as at the 30th June. Base cartage information will not be reviewed.

Prices for the January review will be based on prices as at the 31st of December and a review of the base cartage information.

- (b) The following rate items are to be reviewed in January each year with the corresponding rate items in Schedule 1 impacted by the review adjusted on the 1st February each year.

Item #	Description
1	Annual Wage
2	Slump Allowance
3	Workers Compensation
4	Annual Leave Loading
5	Long Service Leave
6	Superannuation
7	Casual Labour
8	Full Comprehensive Vehicle Insurance
9	Public Liability Insurance
10	Sick and Accident Insurance
12	Registration Costs
13	Green Slip
15	Other Costs
16	Labour Overtime
17	Return on Asset
20	Repair and Maintenance

Prices for the January review will be based upon prices as at the 31st of December and a review of the base cartage information.

- (c) The following items are to be reviewed every 7 years with the corresponding rate components impacted by the review adjusted on the 15th of July following the review.

Item #	Description
11	Vehicle Funding
14	Stamp Duty

- (d) Despite the provisions in (b) above, should the Award be varied those items affected by any such variation shall be reviewed as:

- (i) part of the January review if the variation is effective in November or December;
- (ii) part of the July review if the variation is effective in May or June; or
- (iii) a separate review effective 30 days after the variation is effective if the variation occurs in a month other than November, December, May or June.

1.1 Base Cartage Information Sources

Base cartage information is specific to a particular vehicle configuration for example loads per annum might be 1,300 for six wheelers and 1,250 for eight wheelers. The data gathered should be for the Operator fleet only for the 12 month period prior to the annual review in January (1st January to 31st December) and exclude work done by company vehicles and fleet owners. Information is based on Boral records for vehicles which have worked a minimum of 90% of the period from which the cartage information will be sourced.

- (a) Loads Per Annum - is the average number of loads per annum.
- (b) Loaded Kilometres - is the average docketed distances to the customers job site for delivery, this figure excludes any kilometres travelled for transfers.
- (c) Loaded Kilometres Total - is the average total loaded kilometres travelled. This can be expressed as (Loads Per Annum x Loaded Kilometres).
- (d) Total Kilometres Travelled - is the total round trip distance excluding any kilometres travelled on transfers. This can be expressed as Loaded Kilometres Total x 2.

1.2 Description of Review & Calculations

- (a) Rate Component A = Retainer

The annual retainer payment is set at 75% of the sum of the following fixed cost items (Total Fixed Costs). To determine the monthly payment 75% of the Total Fixed Cost is divided by 12 (months). The remaining 25% of the Total Fixed Cost is used to determine the incentive component added to the load fee.

This calculation must be done for each vehicle configuration with applicable source data.

Item #	Description	Rate Review Method
1	Annual Wage	Percentage Increase/Changes in Award Rate
2	Slump Allowance	Change In Actual Cost
3	Workers Compensation	Change In Actual Cost
4	Annual Leave Loading	Varied by changes to Award
5	Long Service Leave	Varied by changes to Award

6	Superannuation	Change In Actual Cost
7	Casual Labour	Change In Actual Cost
8	Full Comprehensive Vehicle Insurance	Change In Actual Cost
9	Public Liability Insurance	Change In Actual Cost
10	Sick & Accident Insurance	Change In Actual Cost
11	Vehicle Funding	Reviewed every 7 years
12	Registration Costs	Change in Actual Cost
13	Green Slip	Change In Actual Cost
14	Stamp Duty	Reviewed every 7 years
15	Other Costs	Based on item varied by either Consumer Price Index or Change in Actual Costs

Retainer Formula

Item 1 + Item 2 + Item 3 + Item 4 + Item 5 + Item 6 + Item 7 + Item 8 + Item 9 + Item 10 + Item 11 + Item 12 + Item 13 + Item 14 + Item 15 = Total Fixed Cost

Total Fixed Cost x 75% = Annual Retainer Payment

Annual Retainer Payment / 12 = Component A of Schedule 1 (Retainer Per Month)

Example Six Wheeler

\$31,299.84 + \$912.96 + \$3,170.63 + \$601.92 + \$521.66 + \$2,816.99 + \$2,640.69 + \$1,974.00 + \$420.00 + \$1,058.00 + \$17,907.48 + \$1,088.03 + \$1,704.55 + \$593.36 + \$3,779.52 =

\$70,489.63 (Total Fixed Costs)

\$70,489.63 x 75% = \$52,867.22 (Annual Retainer Payment)

\$52,867.22 / 12 = \$44,05.60 (Monthly Retainer Payment)

2 Description of Items Composing Retainer

2.1 Item 1-Annual Wage

Description -this is the annual base wage paid to the driver. The grade used varies by configuration with the appropriate level selected from the award based on vehicle specification. These rates are reviewed annually.

(a) Source:

Transport Industry State Award
 Six Wheeler - Transport Worker Grade 4
 Eight Wheeler - Transport Worker Grade 5

(b) Formula

Award Rate Per Week x 52 weeks = Item I

(c) Six Wheeler Example:

52 X \$601.92 = \$31,299.84

(d) Review

With the implementation of the new Federal Workchoices Legislation there is some uncertainty regarding future movements in State Awards. It has been agreed that a fixed rate increase on the existing State Award rate will be applied over the next three years to provide some security in wage movements. The Labour Rate will be sourced from the Transport Industry State Award as at the 1st of January 2006 with increases applied to this rate as follows:

- (a) July 2006 review 4% increase
- (b) July 2007 review 4% increase.
- (c) July 2008 review 4% increase.

These increases are presented in the table below.

	6 Wheeler Rate Per Hour	8 Wheeler Rate Per Hour
Current Rate	\$15.84	\$16.55
01-July-2006	\$16.47	\$17.21
01-July-2007	\$17.13	\$17.90
01-July-2008	\$17.82	\$18.62
	6 Wheeler Rate Per Week	8 Wheeler Rate Per Week
Current Rate	\$601.92	\$628.90
01-July-2006	\$625.86	\$653.98
01-July-2007	\$650.94	\$680.20
01-July-2008	\$677.16	\$707.56

Increases beyond 2008 will be discussed with LOD representatives and if agreement cannot be reached on a suitable increase the appropriate Award Rate covering Concrete Carters will be used for rate calculations or the July 2008 rate which ever is the higher.

2.2 Item 2 - Slump Allowance

Description - the allowance paid to concrete drivers as described in the award. This calculation is the same across all vehicle configurations and is reviewed annually

(a) Source:

Transport Industry State Award
Weeks paid 48 (52 weeks minus 2 weeks annual leave and 2 weeks for casual)

(b) Formula

Award Slump Allowance Per Week X 48 weeks = Item 2

(c) Six Wheeler Example:

\$19.02 X 48 weeks = \$912.96

(d) Review

With the implementation of the new Federal Workchoices Legislation there is some uncertainty regarding future movements in State Awards. It has been agreed that a fixed rate increase on the existing State Award rate will be applied over the next three years to provide some security in wage movements. The Labour Rate will be sourced from the Transport Industry State Award as at the 1st of January 2006 with increases applied to this rate as follows:

- (a) July 2006 review 4% increase

- (b) July 2007 review 4% increase
- (c) July 2008 review 4% increase

These increases are presented in the table below.

	Slump Allowance
Current Rate	\$19.02
01-July-2006	\$19.78
01-July-2007	\$20.57
01-July-2008	\$21.39

Increases beyond 2008 will be discussed with LOD representatives and if agreement cannot be reached on a suitable increase the appropriate Award Rate covering Concrete Carters will be used for rate calculations or the July 2008 rate which ever is the higher.

2.3 Item 3 - Workers Compensation

Description - allowance for workers compensation based on government requirements. The total will vary based on vehicle configuration and is reviewed annually

- (a) Source:

Government Regulated Allowance for concrete slurry manufacturing Calculated on total labour cost (sum of annual wage, overtime, slump allowance).

- (b) Formula

$(\text{Item 1} + \text{Item 16} + \text{Item 2}) \times \text{Workers Compensation Allowance} = \text{Item 3}$

- (c) Six Wheeler Example:

$(\$31,299.84 + \$912.96 + \$16,157) \times 6.555\% = \$3,170.63$

2.4 Item 4 -Annual Leave Loading

Description - based on award allowance for annual leave loading. Drivers have been allocated 4 weeks annual leave. This value will vary based on vehicle configuration and is reviewed annually.

- (a) Source: Transport Industry State Award

- (b) Formula

$\text{Award Weekly Wage} \times \text{Award Leave Loading} = \text{Weekly Leave Allowance}$
 $4 \times \text{Weekly Leave Allowance} = \text{Item 4}$

- (c) Six Wheeler Example

$\$601.92 \text{ (weekly wage)} \times 25\% \text{ (award allowance)} = \150.48
 $4 \text{ (weeks)} \times \$150.48 = \$601.92$

2.5 Item 5 - Long Service Leave

Description - allowance for allocation of monies for long service leave. This value will vary by vehicle configuration and is reviewed annually.

- (a) Source:

Long Service Leave Act as amended

(b) Formula

13 (weeks)/15 (years) = Long Service Leave %
Award weekly wage X Long Service Leave % = Item 5

(c) Six Wheeler Example:

13 weeks/15 years = 86.6%
\$601.92 (weekly wage) X 86.6% = \$521.66

2.6 Item 6 - Superannuation

Description - payment of superannuation based on statutory requirements. This value will vary by vehicle configuration (due to difference in labour rates) and is reviewed annually.

(a) Source:

Superannuation Guarantee Administration Act employer funded % superannuation contribution percentage

Labour Costs is the annual wage component only from Award

(b) Formula

Item 1 x superannuation % = Item 6

(c) Six Wheeler Example

\$31,299.84 (annual wage) x 9% (super %) = \$2,816.99

2.7 Item 7 - Casual Labour

Description - allowance for casual labour when driver is on two weeks approved annual leave and their vehicle is required to work. For the remaining two weeks annual leave it has been determined that the vehicle will not be required. This calculation will vary by vehicle configuration and is subject to annual review.

(a) Source:

The two weeks leave and hours worked component are fixed.
Transport Industry State Award with rates by vehicle grade
Casual rate for normal hours is Award rate +15% plus 1/12 leave loading
Casual Rate for overtime is Award rate +15%
Superannuation & Workers Compensation calculations use the same methods described previously taking into account rates applicable for casual labour

(b) Calculation:

(i) $A \times B = C$

(ii) $\{C + (C \times 1/12)\} = D$

(iii) $E \times D = J$

(iv) $(C \times 1.5) \times F = K$

(v) $(C \times 2) \times G = L$

(vi) $J+K+L+H=M$

- (vii) $J \times N = O$
- (viii) $M \times P = Q$
- (ix) $(M + O + Q) \times I = \text{Item 7}$

A = Rate Per Hour (Award Grade)	B = Casual Labour Loading (15%)
C = Standard Casual Rate Per Hour	D = Rate With Leave Loading
E = Standard Hours Per Week (38)	F = Hours at Time & half per week (9.6)
G = Hours At Double Time (4)	H = Slump Allowance Per Week
I = # of weeks for casual	J = Casual Weekly Wage Total
K = Time and Half Weekly Total	L = Double Time Weekly Total
M = Total Per Week	N = Superannuation Rate (= B item 6)
O = Per week Super Total	P = Workers Comp %
Q = Per week workers comp	

(c) Six Wheeler Example

Casual Labour Costs		Weekly Rates Calculation			
Rate	\$ 15.84	Normal Hrs	3.8	Rate	\$ 19.73 \$ 749.89
loading	15%	1.5 hours	9.6		\$ 27.32 \$ 262.31
standard	\$ 18.22	2 hours	4		\$ 36.43 \$ 145.73
Leave Loading Per Hour	\$ 1.52		51.6		1,157.93
annual leave loading	\$ 19.73				
	Totals	Per Week		weeks	2 \$ 2,315.86
	\$ 151.80	\$ 75.90		Slump	2 \$ 38.04
	\$ 134.98	\$ 67.49			\$ 2,353.90
	\$ 2,640.69	\$ 1,320.34			

2.8 Item 8 - Full Comprehensive Insurance

Description - cost of insuring vehicle based on the value of the vehicle. Value will vary based on vehicle configuration and is subject to annual review.

- (a) Source: Quote sourced from agreed supplier. Vehicle value used for the quotation will be based upon the latest Glass's guide valuation at average price level for the initial vehicle specified
- (b) Six Wheeler Example

If three years into the contract the Transport Manager will source a quote for a three year old six wheeler Iveco at the average Glass's guide value.

2.9 Item 9 - Public Liability Insurance

Description - costs of public liability insurance to cover value specified in the contract determination under clause 7.3 of Part B. Value will not vary based on vehicle configuration and is subject to annual review.

- (a) Source:
Quote sourced from agreed supplier
- (b) Example
\$420 quoted rate

2.10 Item 10 - Sick and Accident Insurance

Description - based on \$700 per week with 7 day excess. Value will not vary based on vehicle configuration and is subject to annual review.

(a) Source:

Quote sourced from agreed supplier

(b) Example

\$1,058

2.11 Item 11 - Vehicle Funding

Description - Vehicle funding is based upon a seven year fixed interest rate loan. With costs determined by taking into account the payment of the principle, interest charged and resale value of the vehicle to provide a value for the cash cost of funding. Value will vary based on vehicle configuration and is not subject to review until the end of the first term.

(a) Source: Compound interest calculation based on fixed rate of 7.95% over 7 years (NAB), purchase price of vehicle based on Operator price for configuration from Boral's current supplier, agreed vehicle disposal value determined at the end of the seven year term. Value varies by vehicle configuration.

(b) Formula

$A - B = C$

$C/D = \text{Item 11}$

A = Cost of vehicle and Interest
C = Cash cost

B = Disposal Value of Vehicle
D = Years (7 years)

(c) Six Wheeler Example

CASH COST OF HOLDING VEHICLE

IVECO 6X4 ULTRA LIGHTWEIGHT AUTO

	\$	Interest (based on 7.95%) \$
Purchase	138,450	
Year 1		10,451
Year 2		9,171
Year 3		7,785
Year 4		6,302
Year 5		4,663
Year 6		2,906
Year 7		1,004
Total Payment	\$	180,732
Cost of Cash	180,732	
Disposal Value at End of 7	55,380	
Cash cost total	125,352	
Years	7	
Per Annum	17,907.48	Fixed value for term of contract

Eight Wheeler Example

	\$	Interest (based on 7.95%) \$
Purchase	165,650	
Year 1		12,500
Year 2		10,961
Year 3		9,294
Year 4		7,510
Year 5		5,539
Year 6		3,425
Year 7		1,137
Total Payment	\$	180,732
Cost of Loan	216,015	
Disposal Value at End of	66,260	
Cash cost total	149,755	
Years	7	
Per Annum	21,393.55	

2.12 Item 12 - Registration Costs

Description - registration of vehicle. Will vary based on vehicle type and is subject to annual review.

(a) Source: Roads and Traffic Authority

(b) Six Wheeler Example

\$1,088.03

2.13 Item 13 - Green Slip

Description - compulsory third party insurance can vary by vehicle type and is subject to annual review.

(a) Source:

Qualified insurer sourced by Transport Manager.

(b) Six Wheeler Example

\$1,704.55

2.14 Item 14 - Stamp Duty

Description - tax applied for purchase of new vehicle as specified at start of contract. Will vary based on vehicle type and is not subject to review until the end seventh year.

(a) Source: Based upon government charge and initial purchase price

(b) Six Wheeler Example

$\$138450.00 \times 3.0\% = \$4,153.50$

$\$4,153.50 / 7 = \593.36

2.15 Item 15 - Other Costs

Description - other fixed costs associated with operating business do not vary based on vehicle type. Costs are reviewed annually with filing fees and drivers licence costs based upon variations in the actual costs. Remaining items will be indexed each year on the 1st of February by the percentage variation in

the ABS Sydney All Groups Consumer Price Index for the preceding 12 month period (January - December).

(a) Source Components

- (i) Drivers Licence - RTA fee
- (ii) Filing Fee = government statutory charge
- (iii) Accounting Fee, Street Directory, Postage, Telephone, Medical, Bank Charges, Minor Truck Damage, Entity Formation.- based on prices at the start of contract.

(b) Formula

- (i) Drivers Licence = RTA fee
- (ii) Filing Fee = sourced from government statutory charge
- (iii) Accounting Fees + Street Directory + Postage + Telephone + Medical + Bank Charges + Minor Truck Damage + Entity Formation = Other Costs
- (iv) Other Costs x CPI % increase = CPI review other casts
- (v) Drivers Licence + Filing Fee + CPI review other casts = Item IS Total

Example

Annual Drivers Licence price = \$39.00

Filing Fees= \$200

Accounting Fees	\$ 2,604.40
Street Directory	\$ 40.63
Entity Formation	\$ 156.26
Postage	\$ 22.92
Telephone	\$ 166.68
Medical	\$ 112.09
Bank charges	\$ 125.01
Minor Damage	\$ 312.53
OTHER COSTS TOTAL	\$ 3,540.52

CPI increase = 2%

$\$3,540.52 \times 1.02 = \$3,611.33$ $\$3,611.33 + \$39 + \$200 = \$3,850.33$

3. Rate Component B = Load Fee

The load fee is the sum of the per load rates for overtime, return on asset and incentive payment. Will vary based on vehicle configuration and is reviewed annually.

Item	Description	Rate Review Method
16	Overtime	Change in Award Rate
17	Return on Asset	Sydney All Groups CPI
18	Incentive	Link To Movement In Total Fixed Cost

LOAD FEE FORMULA

Overtime Total Cost / Loads Per Annum = Overtime Per Load Rate

Average Return On Asset /Loads Per Annum = Return On Asset Per Load Rate

Incentive Payment

Overtime Per Load Rate + Return On Asset Per Load Rate + Incentive Payment Per Load = Component B Schedule 1 (Load Fee)

(a) Six Wheeler Example

(i) $\$16,157 / 1206 = \13.40

(ii) $\$15,173 / 1206 = \12.58

(iii) $\$17.62$

(iv) $\$13.40 + \$12.58 + 17.62 = \$43.60$

DESCRIPTION OF ITEMS FOR LOAD FEE

3.1 Item 16 - Overtime

Description - calculation of overtime paid during standard hours Monday - Saturday. The total costs for item 16 is converted into a per load charge. Will vary based on vehicle type and is subject to annual review.

(a) Source: Rate Per Hour - Transport Industry State Award & Labour Rate Review

Overtime - fixed agreed hours (based on 10 hours per week @ time and half Monday to Friday, 2 hours time and half Saturday and 5 hours double time double time Saturday, 230 standard working days and 45 Saturdays, Hours are then discounted by 20% to account for rostering).

Hours	Time & Half Hours	Double Time Hours
Six Wheeler	440	180
Eight Wheeler	440	180

(b) Review Formula

(i) $A \times 1.5 = B$

(ii) $A \times 2 = C$

(iii) $B \times D = E$

(iv) $C \times F = G$

$E + G = H$

(c) Six Wheeler Example

Time

$H / I = \text{Overtime Per Load Rate}$

A = Award Rate Per Hour

B = Time and Half Rate

C = Double Time Rate

D = Overtime @ Time & Half (440 hours)

E = Total \$ @ Time and Half

F= Overtime @ Double Time (180 hours)

G = Total \$ @ Double Time

H = Overtime Total Cost

I = Loads Per annum

(a) Six Wheeler Example

Time & Half Rate $\$15.84 \times 1.5 = \23.76

Double Time Rate $\$15.84 \times 2.0 = \31.68

440 hours x \$ = \$10,454.40

180 hours x \$31.68 = \$5,702.40

\$10,454.40 (Time & Half Cost) + \$5,702.40 (Double Time Cost) = \$ 16,156.80 (overtime total cost)

\$ 16,156.80 (overtime total cost) / 1206 (loads per annum) = \$13.40 (Overtime Per Load Rate)

3.2 Item 17 - Returns on Asset

Initial Rate Development - calculated based upon an agreed return on the depreciated value of the vehicle. The return on assets total is developed based upon a premium above the standard term deposit rate. The agreed total return at the start of the contract will be indexed each year on the 1st of February by the percentage variation in the ABS Sydney All Groups Consumer Price Index for the preceding 12 month period (January - December). From the 1st of June 2006 an additional \$2,500 will be added to the current Return on asset figure for both six and 8 wheelers. This new figure will continue to be indexed annually.

(a) Initial Calculation:

Return Premium - fixed at 7.5% above the term deposit rate. Based upon initial return value of 13% and current term deposit rate of 5.5%.

Term Deposit - NAB \$100,000 invested for 12 months, rate at start of contract 5.5% sourced from website (premium = 13% - 5.5% = 7.5%)

Vehicle value - sourced from Glass's guide commercial vehicles valuation based on Iveco average vehicle price.

(i) Return On Asset Total (Start of Contract)

Six Wheeler	\$12,165 per annum
Eight Wheeler	\$14,321 per annum

(ii) Return On Asset Total 1st of June 2006

Six Wheeler	\$12,673 + \$2,500	=	\$15,173
Eight Wheeler	\$14,919 + 2,500	=	\$17,419

(b) Rate Review

The rate review is based upon the Return on Assets Total indexed each year on the 1st February by the percentage variation in the ABS Sydney All Groups Consumer Price Index for the 12 months (January - December) preceding the rate review period.

Return On Assets Total = Current Return On Assets Total x CPI % Change = Return On Assets Total (new)

Return On Assets "Total (new) / Loads Per Annum = Return on asset per load.

Example

CPI Increase = 2%

Six Wheeler = \$15,173 X 1.02 = \$15,476.46

\$15,476.46 / 1206 = \$12.83

3.3 Incentive Payment

Description - 25% of the Total Fixed Costs are transferred to the Load Payment at 1,000 loads per annum. The number of loads (1000) will be a fixed value until January 2009 at which time it could be reviewed based upon relevant productivity levels. The incentive rate will rise and fall as a result of movement in Total Fixed Costs.

Source: Total Fixed Costs

Calculation

$$A \times B = C$$

$$C/D = E$$

A = Total Fixed Costs B = Incentive proportion (25% fixed)

C = Incentive Total Value D = Loads (1000) E = incentive payment per load

Example Six Wheeler

\$70,489 X 25% = \$17,622.25

\$17,622.25 / 1000 = \$17.62 (incentive per load)

RATE COMPONENT C = Kilometre Rate

The kilometre rate is the sum of the per kilometre unit rates for the fuel, tyres and R&M items. Will vary based on vehicle type, fuel and tyres will be reviewed every six months and annually, R&M annually.

Item #	Description	Rate Review Method
18	Fuel	Change in Actual Cost
19	Tyres	Change in Actual Cost
20	Repair and Maintenance of Vehicle	CPI Impact ABS (6401.0 Table 6)

- (a) **Kilometre Rate Formula**
- (i) Fuel Total Cost / Loaded Kilometres Total = Fuel Unit Rate
 - (ii) Tyres Total Cost / Loaded Kilometres Total = Tyres Unit Rate
 - (iii) Repair & Maintenance total cost / Loaded Kilometres Total = R & M Unit Rate
 - (iv) Fuel Unit Rate + Tyres Unit Rate + R & M Unit Rate = Kilometre Rate
- (b) **Six Wheeler Example**
- (i) \$12,201 / 10855 = \$1.124
 - (ii) \$2,249 / 10855 = \$0.21
 - (iii) \$9,385 / 10855 = \$0.86
 - (iv) \$1.124 + \$0.21 + \$0.86 = \$2.19 (component C of schedule 1)

Description of Items for Kilometre Rate

4.1 Item 18 - Fuel

Description - cost of fuel per kilometre. Components should be determined based on the average for the Operator fleet for a particular configuration (average load size, kilometres per litre, distance). Rates will vary based on vehicle type and are subject to six month and annual review.

(a) **Source:**

Fuel Price Per Litre - based on diesel fuel rebate prices as charged to the Operator fleet by Boral
 Fuel Usage KM Per Litre - 6 six wheeler 1.45 (fixed), Eight wheeler 1.35 (fixed)

(b) **Formula:**

(i) **Fuel Costs Total**

(A) $A/B=C$

(B) $C \times D = \text{Fuel Total Cost}$

(ii) **Fuel Unit Rate**

$\text{Fuel Cost Total} / \text{Loaded Kilometres Total} = \text{Fuel Unit Rate}$

A = Total Kilometres Travelled

B = Fuel usage kilometres per litre

C = Litres of Fuel Used

D = Diesel Fuel Rebate Fuel Price Per Litre

(c) **Six Wheeler Example**

KM Per Litre	1.45
Price Per Litre	\$0.8149
Paid Distance	9
Total Distance	18

average load	4.9
# loads	1,206
total km	21,710
Litres normal	14,973
TOTAL	\$12,201.13

Kilometre Rate = \$12,201.13 (fuel cost) / 10855 (loaded KM) = \$1.124 per km

4.2 Item 19 - Tyres

Description -rate will vary by vehicle configuration and kilometres travelled per annum are subject to six monthly and annual review.

(a) Source:

- (i) Prices: sourced by Transport manager based on tyre type being used by company fleet. Prices used are the average of two quotes.
- (ii) Life: New tyre 30,000km (new tyres used for steer), retread 25,000 km (retread used for drive tyres) tyre life is a fixed component.
- (iii) Discount: based on 1st year new tyres on new truck 85% (fixed)
- (iv) Extra KM: 2.5% addition on total KM travelled (fixed).
- (v) Punctures: 8 per annum (fixed)

(b) Formula:

(i) New Tyre Costs

Total Kilometres Travelled x 1.025 = Weighted KM

Weighted KM / Tyre Life = # New Tyres Used

Tyres Used Per Annum x # Steer Tyres = Total New Tyres Used

Total New Tyres Used x Unit Cost = Total Cost New Tyres

(ii) Retread Tyre Costs

Total Kilometres Travelled x 1.025 = Weighted KM

Weighted KM / Tyre Life = # Retread Tyres Used Per Annum

Retread Tyres Used Per Annum x # Drive Tyres = Total Retread Tyres Used

Total Retread Tyres Used x Unit Cost = Total Cost Retread Tyres

(iii) Total Cost New & Retread Tyres

New Tyre Total Cost + Retread Tyre Total Cost = All Tyre Total Costs

All Tyres Cost x Discount (85%) = New & Retread Tyre Total Cost

(iv) Cases

Total New Tyres Used + Retread Tyres Used = Total Tyre Use

Total Tyre Use / 3 (agreed retread life) = # Cases Required Per Annum

Cases Required Per Annum x Unit Rate = Cases Total Cost

(v) Disposals

Cases Required Per Annum = Disposals Required Per Annum

Disposals Required Per Annum x Unit Rate = Disposals Total Costs

(vi) Punctures

8 per annum x Unit Rate = Punctures Total Cost

(vii) Tyres Total Cost

Total Cost New & Retread Tyres + Cases Total Cost + Disposals Total Cost + Punctures Total Cost = Tyres Total Cost

(viii) Tyres Unit Rate

Tyres Total Cost / Loaded Kilometre Total = Tyres Unit Rate

(c) Six Wheeler Example

TYRE COSTS							
	Km use	Km Travel (+%)	Tyre Use	Tyres on truck	Total Usage	Unit Rate	Cost
Steer Tyres	30,000	22,253	0.74	2	1.48	\$595	\$883
Recaps	25,000	22,253	0.89	8	7.12	\$170	\$1,211
sub total							\$2,093
Weighed for New Truck						85%	\$1,779
Cases					2.87	\$65	\$186
3 disposal					2.87	\$15	\$43
8 punctures					8.00	\$30	\$240
Total							\$469
weighting						Total	\$2,249

Tyre Unit Rate = \$2,249 (tyre cost) / 10855 (loaded KM) = \$0.207 Tyres Unit Rate

4.3 Item 20 - Repair and Maintenance

Description - the repair and maintenance costs associated with operating a particular vehicle configuration. These costs are reviewed annually indexed each year on the 1st of February by the percentage variation in All Groups CPI for Motor Vehicle Repair & Servicing for the 12 months (January - December) preceding the rate review.

(a) Source:

Based on initial rates supplied by Boral's vehicle supplier based on 1800 hours R&M agreement.

CPI for Motor Vehicle Repair & Servicing for the 12 months prior to the anniversary date

Service Agreement Rate (Start of Contract)

Six Wheeler	\$9,234 per annum
Eight Wheeler	\$10,224 per annum

Rates As At 1st June 2006

Six Wheeler	\$9,385 per annum
Eight Wheeler	\$10,392 per annum

6 Wheeler Ave Prod	Dealer Agreement	8 Wheeler Ave Prod	Dealer Agreement
< 1080 loads	1600 hours	< 1080 loads	1600 hours
1080 - 14 10 loads	1800 hours	1080 - 1410 loads	1800 hour
> 1410 loads	2000 hours	> 1410 loads	2000 hours

Note: the service agreement at the start of the contract is based upon 1800 hours, if the average number of loads carted falls outside the productivity range specified for 1800 hours in the above table, a new maintenance contract rate will be sourced from Boral's current vehicle supplier.

(i) Review Example Six Wheeler

CPI increase = 2%

$$\$9,234 \times 1.02 \text{ (CPI)} = \$9418.68$$

$$\$9418.68 / 11,050 \text{ (loaded km)} = \$0.85 \text{ per km}$$

5. Surcharge Review and Calculations

Description - rates will be adjusted based on the review of previous items included in the calculation of surcharges eg fuel, tyres and R&M. The calculations take into account that fixed costs have been recovered and there is some allowance for lost opportunity or minimum cost payments where applicable. Surcharges will be reviewed at the following periods.

Items	Adjusted	Method
Mixing In Yard	6 Monthly	Change in Actual Cost
Waiting Time	6 Monthly	Change In Actual Cost
Transfer Fee	6 Monthly	Change In Actual Cost
Standby Time	Annual Review	Change In Actual Cost
Out of Hours Surcharge	Annual Review	Change In Actual Cost
Own Mixer Rate	Annual Review	Change In CPI
Agitating Fee	6 monthly	Change in Actual Cost
Car Travelling	Annual Review	Change In CPI
Call Out Fee	Annual Review	Change In Actual Cost

Description of Key Calculations

Variable Per Hour - takes into account fuel and R&M for the appropriate surcharges. The figure is weighted to provide an indication of what these costs would be per hour for a standard load.

Six Wheeler Example

$$\$1.124 \text{ (Fuel Rate Per KM)} + \$0.865 \text{ (R\&M Rate Per KM)} = \$1.989 \times 9\text{km (ave lead)} = \$17.901$$

$$\$17.901 \times 0.75 \text{ (loads per hours)} = \$13.42$$

Per Load Pay - accounts for overtime and profit components per load weighted on an hourly basis.

Six Wheeler Example

$\$13.40 + \$12.58 = \$25.98$ (sum of profit & overtime components per load)

$\$25.98$ (per load rate) $\times 0.75$ (loads per hour) = $\$19.485$

Waiting Time Weighting - is a weighting used to compensate the vehicle for time lost before waiting time is charged.

Labour Rates - for out of hours work double time rates are used based on the appropriate award grade.

Agitating Fee - is based upon the waiting time rates before weighting is applied

SURCHARGE CALCULATION SHEET SIX WHEELER

1	Mixing In Yard	6w		6w			
	Per Load				%	Mixing Cost per Load	
		\$	-			\$	-
	Per Load Pay	\$	43.60			\$	-
		\$	-			\$	-
	Total	\$	43.60	Total		\$	-

2	Waiting Time	6w		6w			
	Variables Per Hour	\$	13.42	Variables Per Hour	\$	13.42	100% \$ cost per hour 13.42
		\$	-				
	Per Load Pay	\$	19.48	Per Load Pay	\$	19.48	100% \$ 19.48
		\$					
	Total	\$	32.90	Total		\$	32.90
	Per Minute standard	\$	0.55				
	Weighting	\$	2.30				
	Per Minute Rate	\$	1.26				

3	Transfer Fee	6w
	Per KM Cost	
	Load	\$ 2.20
	One Way \$	\$ 1.10

4	Standby Time	6w		6w			
				Labour	\$	31.68	100% \$ 31.68
	Per Load Pay	\$	31.68				\$ -
		\$					
	Total	\$	31.68	Total	\$	31.68	\$ 31.68
	Per Half Hour	\$	15.84				

5	Monday - Saturday	6w		6w	
	Out Of Hours			Rate	\$ 15.84
	Rate Per Load	\$	31.68	X2	\$ 31.68
		\$	-	hours	4
				\$ total	\$ 126.72
				Per hour Rate = Per Load Rate	

6	Agitating Fee	
	Per Minute	\$ 1.26

7	Labour Hire	
	Rate Per Hour	\$ 15.84
	Note = T.I award rate	

8	Sunday & Public	6w		6w	
	Out Of Hours			Rate	\$ 15.84
	Rate Per Load	\$	39.60	X2.5	\$ 39.60
				Per hour Rate = Per Load Rate	

9	Call Out Fee	
	Rate	\$ 126.72

Owner Mixer Rate

Description: initial rate based upon Boral costs for operating their mixers includes depreciation and R&M.

Review: indexed each year on the 1st of February by the percentage variation in the ABS Sydney All Groups Consumer Price Index for the preceding 12 month period (January - December).

6 Wheeler Example:

CPI Change = 2%

\$10.00 x 1.02 = \$10.20

ANNEXURE 1

VEHICLE SPECIFICATIONS

Six Wheeler

Vehicles must be able to perform adequately in on and off road applications for mixing, delivery and discharge of concrete.

Selection of transmission, rear axle and power take off ratios must be made to ensure adequate performance of both truck and mixer in all applications.

Prime mover must be no heavier than 6300 kg when loaded full with fuel and water.

Prime mover must be capable carrying a mixer to Boral's specifications which are available on request

Front & rear towing attachments must be installed.

Reversing beeper and a flashing light must be installed.

8 Wheeler

Vehicles must be able to perform adequately in on and off road applications for mixing, delivery and discharge of concrete.

Selection of transmission, rear axle and power take off ratios must be made to ensure adequate performance of both truck and mixer in all applications.

Prime mover must be no heavier than 7600 kg when loaded full with fuel and water.

Prime mover must be capable carrying a mixer to Boral's specifications which are available on request

Front & rear towing attachments must be installed.

Reversing beeper and a flashing light must be installed.

ANNEXURE 2

MIXER OWNERSHIP

1. The following clause shall apply in lieu of clause 7.3 of Part B of the Contract Determination:

An Operator shall arrange and keep current insurance cover whilst working under this Determination in respect of:

- (a) motor vehicle comprehensive or third party property;
- (b) motor vehicle compulsory third party;
- (c) worker's compensation for all employees, including casuals of an Operators Company;
- (d) public liability cover to the value of \$10 million;

- (e) public liability for wrong delivery (extension limit of \$500,000); and
 - (f) sickness and accident cover.
2. The following clause shall apply in lieu of clause 10.8 of Part B of the Contract Determination:
- Where an Operator owns their mixer and they are required to submit their vehicle to the Roads & Traffic Authority for annual inspection, they shall inform Boral four (4) weeks prior to their registration renewal date or on receipt of their inspection notification, whichever is the earlier.
3. The following clause shall apply in lieu of clause 13.2 of this Contract Determination:
- (a) Should a mixer breakdown occur, an Operator will be responsible for the removal of the concrete.
 - (b) Boral and its staff will assist where possible and will make available facilities at the plants for hosing out mixers where serious breakdowns prevent the removal of concrete by any other means.
4. The following clause shall apply in lieu of clause 15 of this Contract Determination.

15. Provision of Mixer

15.1 Provision of Mixer

The Operator shall be responsible for the provision of a mixer in accordance with the relevant mixer specification for their vehicle configuration and its safe and proper initial fitting to their prime mover in accordance with the specifications of the respective manufacturer's including the supply of "U" bolts, clearance lights and protective chassis/mixer cover plate mutually acceptable to Boral and the Operator.

15.2 Mixer Removal

If a mixer is required to be removed at any time for any reason, the total cost of mixer removal and replacement shall be borne by the Operator.

15.3 Responsibility After Fitting

After the initial fitting of their mixer an Operator shall be responsible for the mixer being properly secured to their vehicle. An Operator shall be responsible for all maintenance and replacement of clearance lights, globes and mud flaps and statutory signs. Mud flaps shall be supplied to an Operator by Boral free of charge.

15.4 Provision Of Crank Shaft Protection

An Operator shall be responsible for the provision of a crank shaft protection mechanism located between the hydraulic drive and the power take off unit.

15.5 Modifications Etc To Mixer

An Operator who owns their own mixer may absent their vehicle from performing the cartage work in any calendar year for up to two (2) working days to effect modifications and fitting work to the mixer. To avoid any doubt, during these two days the Operator will continue to be paid their monthly retainer.

5. The following clause shall apply in lieu of clause 16 of this Contract Determination:

16. Mixer Care and Maintenance

16.1 Washing Out The Mixer

An Operator shall exercise all reasonable care for the mixer. The mixer shall be thoroughly washed out internally and cleaned down externally to ensure that there is not build up of concrete and so as not to affect the mixing efficiency, carrying capacity and visual appearance of the mixer.

16.2 Provision Of Cleaning Materials Etc

All cleaning materials and equipment necessary for cleaning the mixer shall be supplied by Boral and shall comply with any and all statutory requirements and regulations.

16.3 Mixer Repairs

An Operator is responsible for all maintenance and repairs to their mixer.

16.4 Removal Of Hardened Concrete

- (a) Boral shall be responsible for the removal of hardened concrete build up from the inside of the mixer (a process commonly known as de dagging) for the first two occasions in a calendar year, provided that if an Operator carts more than 30% of their loads in excess of 50 mpa, low slump concrete, kerb mix and/or no fines Boral shall be responsible for the first four occasions in a calendar year.
- (b) All de-dagging work will be conducted outside normal working hours or otherwise by mutual agreement between an Operator and Boral.
- (c) All de-dagging will be completed as soon as practicable.

16.5 Provision Of Fuel For The Mixer

An Operator is responsible for the provision of the fuel to run the mixer.

16.6 Damage To Mixer

An Operator shall be responsible for any damage to the mixer except where such damage is caused by Boral, its servants or agents.

16.7 Repairs, Servicing Etc To Mixer

An Operator who owns their own mixer may absent their vehicle from performing the cartage work in any calendar year for up to five (5) working days to affect repairs to the mixer. To avoid any doubt, during these five days the Operator will continue to be paid their monthly retainer.

16.8 Replacement Of Mixer

An Operator who owns their own mixer may absent their vehicle from performing the cartage work in any calendar year for up to five (5) working days to replace the mixer. To avoid any doubt, during these five days the Operator will continue to be paid their monthly retainer.

6. The following clause shall apply in lieu of clause 17 of this Contract Determination:

17. Painting and/or Signwriting

17.1 Boral To Periodically Paint

Boral shall periodically paint and/or signwrite the vehicle to its specification.

17.2 Quality Of Painting

Paint used will be of a quality that is acid resistant and capable of withstanding the arduous conditions of the industry. The painting shall be undertaken by a recognised truck painting contractor and the standard of finish shall be not less than that provided by tradesmen specialising in this field.

17.3 Preparation For Painting

All necessary surface preparations and procedures recommended by the paint manufacturers shall be adhered to. An Operator shall be responsible for the provision of a sound painting surface of the vehicle, including but not limited to the rectification of corrosion, prior to presentation for painting.

17.4 Time Of Painting

All painting is to be done, weather permitting, within the estimated time for the following situations:

- (a) vehicle 10 days;
- (b) prime mover only 5 days; and
- (c) prime mover and mixer frame (not including barrel) 6 days.

17.5 Period Of Painting

A vehicle shall be painted every 5 years or a longer or shorter period by mutual agreement.

17.6 Meaning Of Vehicle

To avoid any doubt, for the purposes of this clause "vehicle" shall mean the complete prime mover and mixer including all their components and external surfaces without exception. The mixer should be removed from the prime mover for painting.

17.7 Unacceptable Paint Finish

In the event that the paint finish of the vehicle is of a standard unacceptable to an Operator, they shall advise Boral prior to the vehicle being removed from the workshop.

17.8 Time Of Painting Excessive

Where painting exceeds the duration stated in clause 17.4 or where a vehicle has to be returned for repainting or painting repairs, an Operator shall be paid by Boral at the rate of item (L) of schedule 1 per hour up to a maximum of eight hours each day.

17.9 Removal Of Logos

An Operator will make their vehicle available to Boral for removal of all "stick on logos" from their vehicle whenever their vehicle is permanently removed from Boral's fleet.

ANNEXURE 3**127 STATEMENT**

Section 127 Statement

(On Operator Letter head and addressed to the Transport Manager)

(insert Operator Name) states pursuant to section 127 of the Industrial Relations Act that it has paid all remuneration payable (including all award and/or statutory benefits and amounts) to its employees employed to perform the cartage work covered by this Contract Determination for the three (3) months prior to (insert date of last day of quarter]

ANNEXURE 4**SELECTION**

The score is determined by cross referencing the table below for the service of the Operator and the age of the Operator's Vehicle and adding together the two scores.

Years of Continuous Service(1)	Score	Vehicle Age	Score
1	2	1	7.5
2	3	2	7
3	4	3	6.5
4	5	4	6
5	6	5	5.5
6	7	6	5
7	8	7	4.5
8	9	8	4
9	10	9	3.5
10	11	10	3
11	12	11	2.5
12	13	12	2
13	14	13	1.5
14	15	14	1
15	16	15	0.5
16	17		
17	18		
18	19		
19	20		
20	21		
21	22		
22	23		
23	24		
24	25		
Thereafter	26		

ANNEXURE 5**ACCESS TO CARTAGE WORK SYSTEM**

- 1.1 Boral and all Operators believe that Boral, Operators, and fleet owner six and eight wheeler vehicles (in this Annexure "vehicles") should have, as far as operationally practicable, reasonable access to the cartage work.

- 1.2 It is acknowledged by the parties that it is operationally impractical to seek to achieve absolute equality of access to the cartage work.
- 1.3 For the purpose of monitoring and managing cartage work it is agreed that the process described below will be applied to vehicles using the same plant as their nominated plant and that this process may be varied from time to time to best achieve the principle of reasonable access to cartage work by agreement between the Company and Lorry Owner Driver Representatives. 1.4 It is agreed that the process for achieving reasonable access to cartage work should not impact Boral's ability to provide customer service and these requirements may from time to time vary the process described.
- 1.4 Reasonable access to the cartage work will be measured by a points system determined method outlined below which may be varied from time to time to best achieve the principles of reasonable access to cartage work by agreement between the Company and Lorry Owner Driver Representatives.
- 1.5 It is the intention of the parties that, to the fullest extent that is operationally practicable, vehicles owned and operated by Boral should achieve levels of productivity comparable with those achieved by Operators undertaking cartage work under similar circumstances.
- 1.6 To avoid any doubt, subject to Boral complying with the system, Boral accepts no liability for any Operator or fleet owner who may for whatever reason, not achieve reasonable access to cartage work.

2. Management of Access to Cartage Work

- 2.1 Endeavours to achieve reasonable access to cartage work shall be the responsibility of and managed by Boral, using a combination of:
- (a) the application of a points system to monitor access to work which will be referred to for decision making in regard to rosters, and transfers;
 - (b) selective rostering of vehicles which have a higher number of points in regard to others by applying start and finishing rosters; and
 - (c) creation of a work pool comprising vehicles identified through analysis as experiencing access to work outside a statistical range.

3. Determination of Access to Cartage Work

- 3.1 Reasonable access to cartage work will be measured by plant for vehicles.
- 3.2 Vehicles will be ranked according to the following point system based on work completed:

Item	Points
LOADS CARTED	1 LOAD = 5 points
KILOMETRES TRAVELLED (or part thereof)	1 km = 0.40 points
WAITING TIME	1 MINUTE = 0.20 point

- 3.3 To compensate for Operator/driver behaviour which may impact upon the number of loads carted adjustment factors will be applied to aid in accurately determining reasonable access to cartage work.
- 3.4 Only on regular days (refer to the Dictionary), additional adjustment points will be assigned to vehicles according to the following:

Reason	Adjustment
Late, not available to load at designated start time	15 points
Early Knock Off before 12 noon	25 points
Early Knock Off After 12 noon	15 points
Full day absence without prior approval in accordance with contract	50 points

4. Ranking & Loading

- 4.1 Vehicles will be ranked daily from highest to lowest based on the points system with records held in a Boral database. The database shall be updated continuously on a vehicle by vehicle basis, over a rolling twelve month period recording earned and adjustment points (ie at the end of each calendar day data for the corresponding day of the previous year ceases to be relevant to the system).
- 4.2 On the following day vehicles with the lowest number of cumulative points will be the first vehicles to load and the last vehicles to be rostered off. The determination of the number of vehicles to be rostered off by plant will be subject to Boral's discretion to meet customer requirements. If vehicles are equal in points then the Operators with the least number of adjustment points will be ranked first in the roster.
- 4.3 At the end of every month a statistical evaluation will be run for vehicles over the cumulative total points scored (including adjustment points) from the database and vehicles with a standard deviation considered to be outside an agreed range will be offered the opportunity to participate in a work pool.
- 4.4 Work pool vehicles will be preferentially selected in the order identified from the statistical evaluation to participate in periodic transfers for a period not exceeding one month. These vehicles will be the first selected to transfer to plants which require additional capacity. After the selection of the work pool vehicles standard transfer rules will apply to other vehicles.
- 4.5 If the owner of a vehicle declines the opportunity to become a work pool vehicle for that month they will incur adjustment points to a value that returns them to the average cumulative number of points for their nominated plant.

5. Management System

- 5.1 To facilitate the monitoring and management of these measures Boral shall maintain computer based records of the number of earned points and applied adjustment points by vehicle. It is estimated that this system will run two days in arrears of work completed.

It will be the responsibility of the plant supervisor and Operator representative at that plant to determine adjustment points for each vehicle and ensure they are applied. The results of points by vehicle (including adjustment points) will be posted at the plant.
- 5.2 Out of hours work such as night work and Sundays shall not be included in the points allocation system.
- 5.3 Should an Operator wish to forego participation in the work pool that vehicle shall be allocated adjustment points to a value that returns that vehicle to the average cumulative points applicable at that plant. Thereafter it shall continue in the monthly statistical review. Should a vehicle which has participated in the pool remain eligible for allocation to the pool at the next review occasion, the vehicle may defer participation without adjustment points being applied for that review period only.
- 5.4 New entrants to the Access to Work System shall be allocated points at the end of the month in which they commence equivalent to the previous rolling twelve month period average for all vehicles operating from their nominated plant.
- 5.5 Adjustment points will be applied for all participating vehicles for leave taken on regular days. For the purposes of this clause 5.5 only regular days shall be as defined in the dictionary under "regular day" (d) (when the operator owns the mixer).

W. R. HAYLEN J.

POTTERY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australian, New South Wales Branch, industrial organisation of employees.

(No. IRC 27 of 2007)

Before Commissioner Tabbaa

17 January 2007

VARIATION

1. Delete subclause 5.3.2 of clause 5.3, Wages, of Part 5, Wages and Related Matters, of the award published 1 June 2001 (325 IG 87) and insert in lieu thereof the following:

5.3.2 State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case of 2006. 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.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0

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

PART B**MONETARY PAYMENTS****Table 1 - Wage Rates**

Classification	Previous Rate	SWC 2006 Adjustment \$	New Rate \$
Group One	487.10	20.00	507.10
Group Two	491.60	20.00	511.60
Group Three	497.40	20.00	517.40
Group Four	504.10	20.00	524.10
Group Five	510.70	20.00	530.70
Group Six	522.60	20.00	542.60
Group Seven	537.60	20.00	557.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.5.1	Industry Allowance	20.33 per week
2	5.2.2	Leading Hand (1-7 emp)	21.74 per week
		Leading Hand (over 7 emp)	29.07 per week
3	6.2.3	Meal Allowance	8.27 for each meal
4	5.5.2 (a)	Shift allowance - rotating day-afternoon, day- night, day-afternoon-night shift	7.64 per shift
5	5.5.2 (b)	Shift allowance - rotating afternoon-night shift	11.39 per shift
6	5.5.2 (c)	Shift allowance - permanent night shift	22.41 per shift
7	5.5.4	First Aid Allowance	1.92 per day

3. This variation shall take effect from the first full pay period to commence on or after 17 January 2007.

I. TABBAA, Commissioner.

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ROOFING TILE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 27 of 2007)

Before Commissioner Tabbaa

17 January 2007

VARIATION

1. Delete Clause 5.2, State Wage Case Adjustments of Part 5 - Wages and Related Matters of the award published 29 July 2005 (352 I.G. 804) and insert in lieu thereof the following:

5.2. State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case 2006. This increase may be offset against:

- (a) any equivalent overaward payments and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0

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

PART B

MONETARY PAYMENTS

Table 1

Classification	Award Rate Per Week \$	Safety Net \$	Total Per Week \$
Group I			
Moulder	518.90	20.00	538.90
Ridge Area Operator	518.90	20.00	538.90
Press Area Operator	518.90	20.00	538.90
Glaze Area Operator	518.90	20.00	538.90
Fork Lift Driver (Permit)	518.90	20.00	538.90
Finger Truck Operator	518.90	20.00	538.90
Cleaner	518.90	20.00	538.90
Sweeper	518.90	20.00	538.90

Driver	518.90	20.00	538.90
Millman	518.90	20.00	538.90
Yardman	518.90	20.00	538.90
Group II			
Glaze Preparator	515.00	20.00	552.00
Die Maker	515.00	20.00	552.00
Clay Prep Area Operator	515.00	20.00	552.00
Panel Control Operator	515.00	20.00	552.00
Tile Handling Area Operator	515.00	20.00	552.00
Front-end Loader Operator	515.00	20.00	552.00
Ridge Plant Operator	515.00	20.00	552.00
Fork Lift Driver (licensed)	515.00	20.00	552.00
Moulder 1	515.00	20.00	552.00
Group III			
Moulder II	540.65	20.00	560.65
Plant Maintenance Operator	552.00	20.00	572.00
Tunnel Kiln Operator	552.00	20.00	572.00
Senior Tunnel Kiln Operator (temp)	602.05	20.00	622.05

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Amount \$
1	5.1.2	Industry Allowance	21.01 per week
2	5.1.3	Leading Hand (1-7 emp) Leading Hand (over 7 emp)	21.01 per week 28.18 per week
3	6.4.4	Meal Allowance	6.18 per meal
4	5.5.2(a)	Shift allowance - rotating day -afternoon, day-night, day-afternoon-night shift	10.35 per shift
5	5.5.2(b)	Shift allowance - rotating afternoon - night shift	13.00 per shift
6	5.5.2 {c}	Shift allowance - permanent night shift	24.28 per shift
7	5.5.3	Manganese Dioxide	1.66 per hour
8	5.5.4	First Aid allowance	2.29 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2007.

I. TABBAA, Commissioner

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(575)

SERIAL C5359**REFRACTORY INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 27 of 2007)

Before Commissioner Tabbaa

17 January 2007

VARIATION

1. Delete clause 5, State Wage Case Adjustments, of the award published 5 October 2001 (328 I.G. 383) and insert in lieu thereof the following:

5. State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case 2006. This increase 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.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0

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

Table 1 - Wage Rates

Classification	Award rate per week \$	Safety net adjustment \$	Total per week \$
Basic Entry Level	484.80	20.00	504.80
Level 1	503.10	20.00	523.10
Level 2	514.30	20.00	534.30
Level 3	526.50	20.00	546.50
Level 4	544.00	20.00	564.00

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9.3	Industry Allowance	20.38 per week
2	11.2	Leading Hand	34.74 per week
3	16.4	Meal Allowance	8.48 then 7.18 for each subsequent meal
4	18.1(a)	Shift allowance - rotating day-afternoon, day- night, day-afternoon-night shift	7.59 per shift
5	18.1(b)	Shift allowance - rotating afternoon-night shift	11.34 per shift
6	18.1(c)	Shift allowance - permanent night shift	22.36 per shift
8	37	First Aid Allowance	2.03 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2007.

I. TABBAA, Commissioner

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(057)

SERIAL C5360**BRICK AND PAVER INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 27 of 2007)

Before Commissioner Tabbaa

17 January 2007

VARIATION

1. Delete subclause 5.2.1 of clause 5.2, Wages, of Part 5, Wages and Related Matters, of the award published 1 September 2000 (318 I.G. 236) and insert in lieu there of the following:

5.2.1 State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case of 2006. This adjustment may be offset against:

- (a) any equivalent over-award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00/15.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0

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

PART B**MONETARY PAYMENTS****Table 1**

- (a) Automated and Semi-automated Yards:

Classification	Award Rate per Week \$	Safety Net Adjustment \$	Total per Week \$
Division A	518.60	20	538.60
Division B	535.50	20	555.50
Division C	548.50	20	568.50
Division D	563.50	20	583.50
Division E	588.40	20	608.40

(b) Manually Operated Yards:

Classification	Award Rate per Week \$	Safety Net Adjustment \$	Total per Week \$
Division A	518.60	20	538.60
Division B	531.30	20	551.30
Division C	535.50	20	555.50
Division D	548.50	20	568.50
Division E	588.40	20	608.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.1.3	Leading Hand	30.78 per week
2	6.3.3	Meal allowance	8.11, then 6.70 for each subsequent meal
3	5.5.2(a)	Shift allowance - rotating day-afternoon, day-night, day-afternoon-night shift	7.65 per shift
4	5.5.2(b)	Shift allowance - rotating afternoon-night or permanent afternoon shift	11.39 per shift
5	5.5.2(c)	Shift allowance - permanent night shift	22.57 per shift
6	5.6.1	Piecework	2.13 per day
7	5.6.6	Hand Setting - Intermittent Fired Kilns - Standard Bricks - Outsize Bricks	0.38 per thousand 0.83 per thousand
8	5.6.6	Hand Setting - Standard Face Bricks - Outsize Bricks	0.41 per thousand 0.67 per thousand
9	4.6.3	Attending - 3 Oil Fired Kilns - 4 Oil Fired Kilns	10.66 per shift or part thereof 24.39 per shift or part thereof
10	4.7.6	Stacking Bricks - up to 9 metres from wicket - more than 9 metres from wicket - Classers - more than 37 metres from wicket	2.68 per thousand 0.85 per thousand for each further 9 metres or part thereof 1.61 per thousand, then 1.06 for each additional 9 metres
11	5.5.3	Travel allowance	3.33 per day
12	5.5.4	Manganese Dioxide - handling	0.52 per hour
13	5.5.5	First-aid	1.98 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2007.

I. TABBAA, Commissioner

MECHANICAL OPTICIANS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3453 of 2006)

Before Commissioner Bishop

6 December 2006

VARIATION

1. Delete subclause (v) of clause 4, Wages, of the award published 2 March 2001 (322 I.G. 796), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991, other than Safety Net, State Wage Case and minimum rates adjustments.
2. Delete Schedule A - Rates of Pay and Allowances, and insert in lieu thereof the following:

SCHEDULE A**Rates of Pay and Allowances****PART 1****Rates of Pay**

Optical Worker	Current Rate	2005 SWC effect. 24/12/06 17.00 \$	2006 SWC Effective 27/3/07 20.00 \$
1	478.80	495.80	515.80
2	497.30	514.30	534.30
3	530.40	547.40	567.40
4	538.40	555.40	575.40

Optical Mechanic	Current Rate	2005 SWC effect. 24/12/06 17.00 \$	2006 SWC Effective 27/3/07 20.00 \$
1	586.80	603.80	623.80
2	602.20	619.20	639.20
3	614.60	631.60	651.60

Un-Apprenticed Juniors	Percentage of Optical Worker 2 %
16 years and under	34
17 years	43.5
18 years	55
19 years	68
20 years	81

Apprentice % of Optical Mechanic 1	Old Rate Per week \$586.80	2005 SWC effect. 24/12/06 \$603.80 \$	2006 SWC Effective 27/3/07 \$623.80 \$
1st year 42%	246.45	253.60	262.00
2nd year 55%	322.75	332.10	343.10
3rd year 75%	440.10	452.85	467.85
4th year 88%	516.40	531.35	548.95

PART 2

ALLOWANCES

Clause No.	Clause Title	Description	Previous Amount \$	2005 SWC effect 24/12/06 3% \$	2006 SWC effect 27/3/07 4% \$
4(iii)	Wages - Charge Hands	Not Less than 2 employees and not more than 10 employees	19.75	20.35	21.15
		More than 10 employees but not more than 20 employees	29.65	30.55	31.75
		In charge of more than 20 employees	37.80	38.95	40.50
9(ii)	Overtime	Meal Allowance	9.40	9.70	10.10
24(ix)	General Conditions	First Aid Allowance	8.15	8.40	8.75

3. This variation shall take effect from the first full pay period to commence on or after 27 March 2007.

E. A. R. BISHOP, Commissioner

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**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE
OF NSW SKILLED TRADES)**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), Industrial Organisation of Employees.

(No. IRC 3058 of 2006)

Before Commissioner Cambridge

27 September 2006

VARIATION

1. Delete Table 3 - Expense Related Allowances, of Part B, Monetary Rates, of the award published 21 June 2002 (334 I.G. 557), and insert in lieu thereof the following:

Table 3 - Expense Related Allowances

(Including Tool Allowances for all Trades other than Electrical)

From the first Full Pay Period to Commence on or after 11 September 2006.

Award Clause	Allowance Description	Amount \$
8	Tool Allowance - Fitter, Motor Mechanic	24.20
8	Tool Allowance - Plumber	24.20
8	Tool Allowance - Carpenter	24.20
8	Tool Allowance - Painter, Spray Painter, Signwriter	24.20
8	Tool Allowance - Welder 1st Class	20.00
8	Tool Allowance - Plasterer	17.10
8	Bricklayer	17.10
8	Tool Allowance - Floor/Wall Tiler	6.90
8	Tool Allowance - Upholsterer/Blindmaker	24.20
8	Tool Allowance - Scientific Instrument/Tool Maker	18.60
5 (viii)	Meal allowance for meal on overtime	7.90
	For each subsequent meal	
14(a)	Employee required to work at a job away from accustomed place of work	17.00 per day
24 (vii) (b)	Laundry Allowance	0.80 per week
26 (ii)	Damage to clothing and tools - insurance to the extent of	1357.45
33	Living away from home allowance	377.90 per week 54.00 daily
24 (viii)	Ambulance Service - uniform provided up to the value of	323.00 per annum

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2006.

I. W. CAMBRIDGE, Commissioner

LOCAL GOVERNMENT (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Local Government Engineers' Association of New South Wales, Industrial Organisation of Employees.

(No. IRC 5539 of 2005)

Before Mr Deputy President Grayson

15 December 2006

VARIATION

1. Insert after subclause (xii) of clause 13 Allowances, Additional Payments and Expenses of the award published 22 April 2005 (350 I.G. 471) the following new subclause:

(xiii) Civil Liability - Engineering Professionals

(a) Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the council, an employee who is an engineering professional:

(1) is directly involved in applying engineering principles to the Asset Management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and

(2) such assets may give rise to liability under the *Civil Liability Act 2002*

shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

(b) The provision in (a) above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the award was varied to give effect to this clause.

2. Delete subclause (iii) of clause 39, Leave reserved and insert in lieu thereof the following:

(iii) Leave is reserved for the parties to apply in respect of changes in responsibilities arising from accreditation of council (development) certifiers.

3. Insert after subclause (xv) of clause 40, Area, Incidence and Duration the following new subclause:

(xvi) Clause 13 (xiii) (Civil Liability - Engineering Professionals) shall be effective from the first pay period commencing on or after 15 December 2006.

4. Delete Table 2, Allowances in Monetary Rates, and insert in lieu thereof the following:

MONETARY RATES**Table 2 - Allowances**

	First Pay Period 01/11/04 \$	First Pay Period 01/11/05 \$	First Pay Period 01/11/06 \$
Clause 13(i)(a) Disability Allowance	0.28 p.h. or 10.50 p.w.	0.29 p.h. or 10.90 p.w.	0.29 p.h. or 11.20 p.w.

Clause 13(i)(b) Disability Allowance	0.73 p.h. or 27.90 p.w.	0.76 p.h. or 28.90 p.w.	0.78 p.h. or 29.80 p.w.
Clause 13(ii) Sewer Chokes	6.04 p.d.	6.26 p.d.	6.44 p.d.
Clause 13(v)(a) Tool Allowances			
Bricklayer	15.60 p.w.	15.60 p.w.	15.60 p.w.
Carpenter & Plumber	22.10 p.w.	22.10 p.w.	22.10 p.w.
Metal & Mechanical Trades	22.10 p.w.	22.10 p.w.	22.10 p.w.
Painter & Signwriter	5.40 p.w.	5.40 p.w.	5.40 p.w.
Plasterer	18.20 p.w.	18.20 p.w.	18.20 p.w.
Clause 13(v)(d) Insurance Value	1283.00 p.a.	1283.00 p.a.	1283.00 p.a.
Clause 13(viii) Car Allowances (cents per km)			
(a) Under 2.5 litres	0.54 p.km.	0.54 p.km.	0.54 p.km.
2.5 litres and over	0.62 p.km.	0.62 p.km.	0.62 p.km.
(b) Minimum quarterly payment	1746.00	1746.00	1746.00
Clause 13(ix)(d) Travelling Allowances			
3 - 10 km	3.50 p.d.	3.62 p.d.	3.72 p.d.
11 - 20 km	5.50 p.d.	5.70 p.d.	5.88 p.d.
21 - 33 km	8.00 p.d.	8.28 p.d.	8.52 p.d.
34 - 50 km	10.50 p.d.	10.86 p.d.	11.18 p.d.
Each additional 10kms	2.80 p.d.	2.90 p.d.	2.98 p.d.
Clause 13(ix)(h) Vehicle Allowance (cents per km)			
Under 2.5 litres	0.54 p.km.	0.54 p.km.	0.54 p.km.
2.5 litres and over	0.62 p.km.	0.62 p.km.	0.62 p.km.
Clause 13(x)(a) Camping Allowance	24.64 p.n.	25.50 p.n.	26.26 p.n.
Clause 13(xi)(a) Community Language Allowance	15.10 p.w.	15.60 p.w.	16.10 p.w.
Clause 13(xi)(b) First Aid Allowance	10.10 p.w.	10.50 p.w.	10.80 p.w.
Clause 17B (iii) On Call Allowance on ordinary working days	13.30 p.d.	13.80 p.d.	14.20 p.d.
Clause 17B (iv) On Call Allowance - on other days	26.10 p.d.	27.00 p.d.	27.80 p.d.
Clause 17B (v) On Call Allowance - maximum per week	118.70 p.w.	122.90 p.w.	126.60 p.w.
Clause 13(xii)(a) Meal Allowance	8.10	8.40	8.70
Clause 13(xii)(b) Meal Allowance	8.10	8.40	8.70
Clause 13(xii)(c) Meal Allowance	8.10	8.40	8.70
Clause 13 (xiii) Civil Liability Loading payable from the first pay period commencing on or after 15 December 2006			3.5%
Clause 38(iv) Savings and Transitional			
(a) West of the Line Allowance	3.90 p.w.	3.90 p.w.	3.90 p.w.
(b) Climatic Allowance	3.90 p.w.	3.90 p.w.	3.90 p.w.

Key: p.h. = per hour p.a. = per annum p.d. = per day
p.w. = per week p.n. = per night. p.km. = per kilometre

5. This variation shall take effect from 15 December 2006.

J. P. GRAYSON *D.P.*

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HOTEL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Hotels Association (NSW), Industrial Organisation of Employers.

(No. IRC 3659 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in the Arrangement of the award published 10 May 2002 (333 I.G. 317) the following new Appendix A.

Appendix A

2. Delete paragraph (ii) of subclause (d) of clause 10, Apprentices and insert in lieu thereof the following:
 - (ii) Where an employee is apprenticed in the waiting trade in accordance with the provisions of the State law and/or regulations made by the Vocational Training Authority of New South Wales, such employee shall be paid the percentage of the total wage prescribed for a food and beverage attendant grade 4 in Clause 18 - Classifications and wage rates, of The Hospitality Industry - Accommodation, Hotels, Resorts and Gaming Award 1998.
3. Insert after Table 2 - Other Rates and Allowances, the following new Appendix A.

APPENDIX A

School Based Apprentices

- (a) This clause shall apply to school based apprentices. A school-based apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training Authority, where the qualification outcome specified in the Training Agreement is set out in this order.
- (b) A school-based apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for a school-based apprenticeship in relevant occupations or work, which are covered by this award, and declared or recognised by the relevant State or Territory Training Authority.

Wage Rate

- (a) The hourly rates for full-time junior and adult apprentices as set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off the job training.
- (b) For the purposes of (a) above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25 per cent of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester.

Off-the-job Training

- (a) The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- (b) For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

Duration of Apprenticeship

- (a) The duration of the apprenticeship shall be specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed five years.

Progression Through The Wage Structure

- (a) School based apprentices shall progress through the wage scale at the rate of 12 months progression for the two years of employment in years 11 and 12 of schooling as an apprentice.
- (b) These rates are based on a standard full-time apprenticeship of three and a half or four years. The rates of progression reflect the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

Conversion from a school based to full time apprenticeship

- (a) Where an apprentice continues on after secondary school, it shall be as a full time apprentice. All time spent as a full time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.
- (b) School-based apprentices will be entitled pro rata to all of the conditions of full-time employees under this Award.
- (c) Subject to further orders of the Commission, school-based apprentices will be able to undertake a relevant training qualification which includes any of the following training packages:

National Code	Qualification Name
THH51297	Diploma of Hospitality (Management) Hospitality Operations

National Code	Qualification Name
THH32797	Certificate III in Hospitality (Food and Beverage)
THH32897	Certificate III in Hospitality (Accommodation Services)

Kitchen/Cookery/Catering

National Code	Qualification Name
THH31597	Certificate III in Hospitality (Commercial Cookery)
THH31697	Certificate III in Hospitality (Patisserie)
THH32097	Certificate III in Hospitality (Asian Cookery - Chinese)
THH32197	Certificate III in Hospitality (Asian Cookery - Thai)
THH32297	Certificate III in Hospitality (Asian Cookery - Indian)
THH32397	Certificate III in Hospitality (Asian Cookery - Indonesian)
THH32497	Certificate III in Hospitality (Asian Cookery - Malay and Nonya)
THH32597	Certificate III in Hospitality (Asian Cookery - Japanese)
THH32697	Certificate III in Hospitality (Asian Cookery - Vietnamese)
THH32997	Certificate III in Hospitality (Catering Operations)

- (d) For the purpose of this clause a relevant training qualification is a qualification:
- (i) from a National Training Package that covers occupations or work which are covered by this award, or is a qualification from an enterprise Training Package listed above in (c); and
- (ii) at Australian Qualifications Framework Certificate Level III. A school-based apprentice does not include a qualification which can normally be completed through a Training Agreement of a

duration of three years or less (such qualifications would generally be covered by traineeship provisions).

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

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LOCAL GOVERNMENT (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 3668 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Delete Part B Monetary Rates Table 1, clause 24E (xvi) - Traineeship Wage Rates, of the award published 22 April 2005 (350 I.G. 471) and insert in lieu thereof the following:

Clause 24 E (xvi) - Traineeship Wage Rates

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	182 (50%)*	227 (33%)	
	212 (33%)	255 (25%)	
	232	255	307
Plus 1 year out of school	255	307	356
Plus 2 years	307	356	415
Plus 3 years	356	415	475
Plus 4 years	415	475	
Plus 5 or more years	475		

% - indicates the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

2. This variation shall take effect from the first full pay period to commence on or after 21 December 2006.

F. L. WRIGHT J, *President*

Printed by the authority of the Industrial Registrar.

TEACHERS (CATHOLIC INDEPENDENT SCHOOLS) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Catholic Commission for Employment Relations.

(No. IRC 3561 of 2006)

Before Commissioner Murphy

6 December 2006

VARIATION

1. Delete paragraph (a) of subclause 4.1 Salaries Payable of clause 4, Salaries and Related Matters of the award published 16 June 2006 (359 I.G. 689) and insert in lieu thereof the following:

4.1 Salaries Payable

- (a) The minimum annual rate of salary payable to full-time teachers in schools shall be in accordance with the relevant table of Part B, Monetary Rates as set out below. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

Employer	Relevant Table of Part B, Monetary Rates
List A St Clare's College, Waverley	Table 1A - Annual Salary Table 2A - Coordinator and Assistant Principal Allowances
List AA Chevalier College, Bowral St Mary Star of the Sea College, Wollongong St Vincent's College, Potts Point	Table 1AA - Annual Salary Table 2AA - Coordinator and Assistant Principal Allowances
List B Brigidine College, St Ives Our Lady of Mercy College, Parramatta Santa Sabina College, Strathfield	Table 1B - Annual Salary Table 2B - Coordinator and Assistant Principal Allowances
List C (Schools operated by the Trustees of the Christian Brothers) Christian Brothers High School, Lewisham Edmund Rice College, Wollongong St Dominic's College, Penrith St Edmund's School, Wahroonga St Edward's College, East Gosford St Gabriel's School for Hearing Impaired Children, Castle Hill St Patrick's College, Strathfield St Pius X College, Chatswood Waverley College, Waverley	Table 1C - Annual Salary Table 2C - Coordinator and Assistant Principal Allowances

<p>List D</p> <p>Berne Education Centre, Lewisham Boys' Town, Engadine Holy Saviour School, Greenacre Mater Dei Mt St Benedict College, Pennant Hills Mt St Joseph Milperra Oakhill College, Castle Hill Our Lady of Lebanon College, Harris Park Red Bend Catholic College, Forbes St. Augustine's College, Brookvale St Charbel's College, Punchbowl St Gregory's Armenian College, Rouse Hill St Gregory's College, Campbelltown St Joseph's College, Hunters Hill St Lucy's School, Wahroonga St Maroun's College, Dulwich Hill St Patrick's College, Campbelltown St Paul's International College, Moss Vale St Scholastica's College, Glebe Trinity Catholic College, Lismore</p>	<p>Table 1D - Annual Salary Table 2D(i) - Coordinator and Assistant Principal Allowances Table 2D(ii) - Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park</p>
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2. Delete clause 22, Area Incidence and Duration and insert in lieu thereof the following:

22. Area Incidence and Duration

- 22.1 This award replaces and rescinds the Teachers (Catholic Independent Schools) (State) Award 2004, published 18th March 2005, (349 I.G. 395), as varied.
- 22.2 Subject to subclause 22.3, the award shall apply to all teachers and teacher/librarians employed in any recognised Catholic school or special school registered under the provisions of the *Education Act 1990* including the following:

Berne Education Centre, Lewisham
Boys' Town, Engadine
Brigidine College, St Ives
Chevalier College, Bowral
Christian Brothers High School, Lewisham
Edmund Rice College, Wollongong
Holy Saviour School, Greenacre
Mater Dei
Mt St Benedict College, Pennant Hills
Mt St Joseph Milperra Ltd
Oakhill College, Castle Hill
Our Lady of Lebanon College, Harris Park
Our Lady of Mercy College, Parramatta
Red Bend Catholic College, Forbes
Santa Sabina College, Strathfield
St Augustine's College, Brookvale
St Charbel's College, Punchbowl
St Clare's College, Waverley
St Dominic's College, Penrith
St Edmund's School, Wahroonga
St Edward's College, East Gosford
St Gabriel's School, Castle Hill
St Gregory's Armenian College, Rouse Hill
St Gregory's College, Campbelltown
St Joseph's College, Hunters Hill
St Lucy's School, Wahroonga

St Maroun's College, Dulwich Hill
 St Mary Star of the Sea College, Wollongong
 St Patrick's College, Campbelltown
 St Patrick's College, Strathfield
 St Paul's International College, Moss Vale
 St Pius X College, Chatswood
 St Scholastica's College, Glebe
 St Vincent's College, Potts Point
 Trinity Catholic College, Lismore
 Waverley College, Waverley

and excluding Catholic schools operated by the Archdioceses of Canberra-Goulburn or Sydney or the Dioceses of Armidale, Bathurst, Broken Bay, Lismore, Maitland-Newcastle, Parramatta, Wagga Wagga, Wilcannia-Forbes or Wollongong and excluding Catholic schools covered by the Teachers (Independent Schools) (State) Award as published on 16 November 2001 at (329 I.G. 533).

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;
- (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
- (c) employees within the jurisdiction of the Independent Schools and Colleges, General Non-teaching Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee;
- (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the *Children (Care and Protection) Act 1987*.

22.3 Notwithstanding subclause 22.2, in the case of teachers employed by Chevalier College, Bowral; St Mary Star of the Sea College, Wollongong and St Vincent's College, Potts Point, for the period between 1 January 2007 and before 29 January 2007 (in the case of conditions) and between 1 January 2007 and the first full pay period on or after 1 February 2007 (in the case of rates of pay and allowances) the conditions of employment shall be in accordance with the provisions of the Teachers (Independent Schools) (State) Award 2004 as at 31 December 2006. (NB. Before 1 January 2007, the provisions of the Teachers (Independent Schools) (State) Award 2004 applied to teachers employed by these three schools).

22.4 It shall take effect from 1 January 2007 and remain in force until 31 December 2008.

3. Insert after Table 1A - Annual Salary in Part B, Monetary Rates, the following new Table 1AA.

Table 1AA - Annual Salary

Step	Annual Salary from the first full pay period on or after 1 February 2007 (4%) \$	Annual Salary from the first full pay period on or after 1 February 2008 (4%) \$
1	41,023	42,664
2	43,686	45,433
3	46,593	48,457
4	49,010	50,970
5	51,671	53,738
6	54,337	56,510
7	56,996	59,276
8	59,662	62,048

9	62,320	64,813
10	64,985	67,584
11	67,648	70,354
12	70,313	73,126
13	72,975	75,894
Senior Teacher Level 1	75,281	78,292

This table applies to teachers employed by Chevalier College, Bowral; St Mary Star of the Sea College, Wollongong and St Vincent's College, Potts Point.

NB. The rates of pay applying before the first full pay period on or after 1 February 2007 were determined in accordance with the provisions of the Teachers (Independent Schools) (State) Award 2004.

4. Insert after Table 2A - Co-ordinator & Assistant Principal Allowances, of Part B, the following new Table 2AA.

Table 2AA - Co-ordinator and Assistant Principal Allowances

	Annual Allowances from the first full pay period on or after 1 February 2007 \$	Annual Allowances from the first full pay period on or after 1 February 2008 \$
Senior Teacher Level 2	6,039	6,281
Co-ordinator 1	6,039	6,281
Co-ordinator 2	12,078	12,561
Co-ordinator 3	18,116	18,841
Assistant Principal - Secondary		
Enrolment		
201 - 300	21,668	22,535
301 - 600	24,013	24,974
601 - 900	26,355	27,409
901+	28,694	29,842
Assistant Principal - Primary		
Enrolment		
201 - 250	17,313	18,006
251 - 400	19,437	20,214
401 - 600	21,668	22,535
601 - 800	24,013	24,974
801+	26,355	27,409

This table applies to teachers employed by Chevalier College, Bowral; St Mary Star of the Sea College, Wollongong and St Vincent's College, Potts Point.

NB. The rates of pay applying before the first full pay period on or after 1 February 2007 were determined in accordance with the provisions of the Teachers (Independent Schools) (State) Award 2004.

In the case of a teacher employed in the position of Coordinator 2 or 3 or Assistant Principal prior to 1 January 2007, such teacher shall continue to be paid the appropriate allowance and the salary for Senior Teacher 1 (as set out in Table 1AA), for as long as the teacher holds such position. This shall not apply to any teacher appointed by Chevalier College, Bowral; St Mary Star of the Sea College, Wollongong or St Vincent's College, Potts Point on or after 1 January 2007.

5. This variation shall take effect from 1 January 2007.

J. P. MURPHY, Commissioner

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LOCAL GOVERNMENT (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 3654 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert a new subclause (D) School Based Apprentices, in clause 24, Junior and Trainee Employment, of the award published 22 April 2005 (350 I.G. 471), and reletter the existing subclause (D) to read as (E).

(D) School Based Apprentices

- (i) The object of Part D of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001* (NSW).
- (ii) The hourly rate for school based apprentices for total hours worked including time deemed to be spent in off-the job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1/Level 1 by 38 or 35 in accordance with clause 16, Hours of Work.
- (iii) For the purpose of subclause (ii), where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (iv) School based apprentices progress through the rates of pay set out in Band 1/Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- (v) Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment.
2. Delete subclause (iii) of clause 39, Leave Reserved and insert in lieu thereof the following:
- (iii) Leave is reserved for the parties to the award to apply to vary the traineeship wage rates in clause 24E (xvi) in accordance with movements in the National Training Award.
3. Insert after subclause (xvi) of clause 40, Area, Incidence and Duration, the following new subclause:
- (xvii) Variations to clause 24D School Based Apprentices, and Part E, Government Funded Traineeships shall be effective from the first pay period commencing on or after 1 January 2007.
- 4 This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

AGED CARE GENERAL SERVICES (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in clause 2, Definitions, of the award published on 10 November 2000 (320 I.G. 1) the following new definition for School based apprentice:

"School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after subclause (iii) of Clause 3, Wages, the following new subclause (iv):

(iv) Wages for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

3. Insert after subclause (vii) of Clause 10, Apprentices, the following new subclauses:

(viii) Progression through Wage Structure

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(ix) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(x) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(xi) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT *J, President.*

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BREAD INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause (v) of clause 1, Definitions, of the award published 17 December 2004 (347 I.G. 796) the following new definition for School based apprentice:

(vi) "School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after subclause (v), Employment of Apprentices of Clause 2, Terms of Employment, the following new subclauses:

(vi) Progression through Wage Structure

(a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(vii) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(viii) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(ix) Disputes and Disciplinary Matters

The provisions of the Apprenticeship and Traineeship Act 2001 shall apply for the resolution of disputes and disciplinary matters.

3. Insert after subclause (vi), Allowances of Clause 4, Rates of Pay and Allowances, the following new subclause (vii):

(vii) Rates of Pay for school based apprentice

(a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.

- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

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SERIAL C5311

BUSINESS EQUIPMENT MAINTENANCE (STATE) AWARD, THE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in clause 1, Definitions, of the award published on 16 May 1997 (298 I.G. 531), the following new definition for School based apprentice:

"School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after subclause (vii) of Clause 3, Wages, the following new subclause (viii):

(viii) Wages for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

3. Insert after subclause (G), Leave Reserved of Clause 30, Other Conditions - Apprentices, the following new subclauses:

(H) Progression through Wage Structure for School Based Apprentices

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(I) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(J) Conditions of Employment for School Based Apprentices

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(K) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

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CANTEEN, &c., WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause 2.3, Full-time Employees of clause 2, Definitions, of the award published on 17 March 2000 (314 I.G. 155) the following new definition for School based apprentice:
 - 2.4 "School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
2. Insert after subclause 7.3, Casual Employees of clause 7, Wages, the following new subclause 7.4:
 - 7.4 Wages for school based apprentice
 - (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
3. Insert after subclause 9.2, Tool Allowance of Clause 9, Apprentices, the following new subclauses:
 - 9.3 Progression through Wage Structure
 - 9.3.1 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - 9.3.2 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
 - 9.4 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

9.5 Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

9.6 Disputes and Disciplinary Matters

The provisions of the Apprenticeship and Traineeship Act 2001 shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J, *President*

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CATERERS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause 2.6, of Clause 2, Definitions, of the award published 31 July 2001(326 I.G. 78) the following new definition for School based apprentice:
 - 2.7 "School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
2. Insert after subclause 9.3, Casual Employees of Clause 9, Wages, the following new subclause 9.4:
 - 9.4 Rates of Pay for school based apprentice
 - 9.4.1 The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - 9.4.2 For the purposes of subclause 9.4.1 of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - 9.4.3 Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
3. Insert after subclause 14.2, Tool Allowance of Clause 14, Apprentices, the following new subclauses:
 - 14.3 Progression through Wage Structure
 - 14.3.1 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - 14.3.2 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
 - 14.4 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

14.5 Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

14.6 Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

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CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES (STATE) AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in clause 2, Definitions, of the award published on 7 May 2004 (344 I.G. 331), the following new definition for School based apprentice:

"School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after subclause (ii) of Clause 5, Wages, the following new subclause (iii):

(iii) Wages for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

3. Insert after subclause (vii) of Clause 41, Apprentices, the following new subclauses:

(viii) Progression through Wage Structure

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(ix) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(x) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(xi) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J, *President*

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CLUB EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause 2.15, of clause 2, Definitions, of the award published 26 November 2004 (347 I.G. 431) the following new definition for School based apprentice:

2.16 "School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after subclause 12.1.5, Proficiency Rates of Clause 12, Apprentices, the following new subclauses:

12.2 Progression through Wage Structure

12.2.1 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

12.2.2 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

12.3 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

12.4 Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

12.5 Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

12.6 Rates of Pay for school based apprentice

12.6.1 The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.

12.6.2 For the purposes of subclause 12.5.1 of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

12.6.3 Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

3. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

COACHMAKERS, &c., RAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause (l), Apprenticeship Authority of clause 12, Apprenticeship of the award published 25 January 2001 (321 I.G. 1110), the following new subclauses:

(m) School based apprentice

(i) "School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

(ii) Wages for school based apprentice

A. The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.

B. For the purposes of subclause (A) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

C. Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(iii) Progression through Wage Structure

A. School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

B. The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(iv) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(v) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(vi) Disputes and Disciplinary Matters

The provisions of the Apprenticeship and *Traineeship Act* 2001 shall apply for the resolution of disputes and disciplinary matters.

2. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J, *President*

Printed by the authority of the Industrial Registrar.

COACHMAKERS, &c., ROAD AND PERAMBULATOR MANUFACTURERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in clause 2, Definitions, of the award published on 21 December 2001 (330 I.G. 629), the following new definition for School based apprentice:

"School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after subclause (m), Apprenticeship Authority - Definition of Clause 7, Apprenticeships, the following new subclauses:

(n) Wages for school based apprentice

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
- (ii) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (iii) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(o) Progression through Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(p) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(q) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(r) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

3. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

MAINTENANCE, OUTDOOR AND OTHER STAFF (INDEPENDENT SCHOOLS) (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause (k), of clause 2, Definitions, of the award published 11 February 2005 (348 I.G. 406) the following new definition for School based apprentice:
 - (l) School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001.1*
2. Insert after sub-clause (f), of Clause 3, Wages, the following new subclause (g):
 - (g) Rates of Pay for school based apprentice
 - (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - (ii) For the purposes of subclause (i) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - (iii) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
3. Insert after subclause (b), Limitation of overtime of Clause 25, Apprenticeship Trades, the following new subclauses:
 - (c) Progression through Wage Structure
 - (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
 - (d) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(e) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(f) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

METAL, ENGINEERING AND ASSOCIATED INDUSTRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause 1.4.6, Adult Apprentice of clause 1.4, Definitions of the award published on 8 June 2001 (325 I.G. 209) the following new definition for School based apprentice:

1.4.7 School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after paragraph (c) of subclause 4.2.6, Apprentices of clause 4.2, Employment Categories, the following new paragraph (d):

(d) Progression through Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(e) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(f) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(g) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

3. Insert after subclause 5.3.1 of Clause 5.3, Apprentice Rates of Pay, the following new subclauses:

5.3.2 Rates of Pay for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

METALLIFEROUS MINING INDUSTRY (STATE) AWARD 1995

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause (ii), Adult Apprentice of clause 31, Apprenticeships of the award published on 8 March 1996 (291 I.G. 1), the following new subclause:

(iii) School based apprentice

(a) "School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

(b) Wages for school based apprentice

A. The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.

B. For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

C. Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through Wage Structure

A. School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

B. The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(d) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(e) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(f) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

2. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

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SERIAL C5321

MISCELLANEOUS WORKERS' - INDEPENDENT SCHOOLS AND COLLEGES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause (xx), of Clause 3, Definitions, of the award published 4 May 2001 (324 I.G. 579) the following new definition for School based apprentice:
 - (xxi) School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
2. Insert after subclause (vi), of Clause 13, Wages and Classification Structure, the following new subclause (vii):
 - (vii) Rates of Pay for school based apprentice
 - (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
3. Insert after subclause (ii), Tools of Clause 33, Apprenticeship Trades, the following new subclauses:
 - (iii) Progression through Wage Structure
 - (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
 - (iv) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(v) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(vi) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

MINERAL SANDS MINING AND TREATMENT INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause (x), of Clause 2, Contract of Employment, of the award published 20 April 2001 (324 I.G. 41) the following new definition for School based apprentice:
 - (xi) School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
2. Insert after subclause (v), of Clause 3, Classification Structure and Wage Rates, the following new subclause (vi):
 - (vi) Rates of Pay for school based apprentice
 - (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
3. Insert after subclause (ii), Adult Apprentices of Clause 24, Apprenticeship, the following new subclauses:
 - (iii) Progression through Wage Structure
 - (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
 - (iv) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(v) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(vi) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after paragraph 2.11.8, of Clause 2, Definitions, of the award published 31 August 2001 (327 I.G. 244) the following new definition for School based apprentice:

2.11.9 School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after subclause 8.4.2, Waiting trade of Clause 8, Types of Employment, the following new subclauses:

8.4.3 Progression through Wage Structure

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

8.4.4 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

8.4.5 Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

8.4.6 Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

3. Insert after subclause 12.4, of Clause 12, Classifications and Wage Rates, the following new subclause 12.5:

12.5 Rates of Pay for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

PASTRYCOOKS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in the Arrangement, of Part 1 - General, of the award published 8 March 2002 (331 I.G. 1307), the following new clause number and subject matter:

7A. School Based Apprentices

2. Insert after subclause (xx) Assistant Group 3 of Clause 3, Definitions, the following new definition for School based apprentice:

- (xxi) School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

3. Insert after Clause 7, Wages, the following new clause:

7A. School Based Apprentices

- (i) Wages for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (ii) Progression through Wage Structure

- (d) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (e) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(iii) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(iv) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(v) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

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PASTRYCOOKS (SPECIFIED WHOLESALERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause (x), Wholesale Establishment of Clause 3, Definitions in Part 1 of the award published on 14 September 2001 (327 I.G. 819), the following new definition for School based apprentice:
 - (xi) School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
2. Insert after subclause (m), Assistant Group 3 of Clause 1, Definitions in Part 2, the following new definition for School based apprentice:
 - (n) School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
3. Insert after subclause (d), Adult Apprentices of Clause 2, Wages in Part 2, the following new subclauses:
 - (d) School based apprentice
 - (1) Wages for school based apprentice
 - A. The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - B. For the purposes of subclause (A) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - C. Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
 - (2) Progression through Wage Structure
 - A. School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

B. The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(3) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(4) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(5) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

(548)

SERIAL C5326

PRIVATE HOSPITAL EMPLOYEES (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in clause 2, Definitions, of the award published on 4 June 2004 (344 I.G. 734), the following new definition for School based apprentice:

"School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after subclause (ii) of Clause 3, Wages, the following new subclause (iii):

(iii) Wages for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

3. Insert after subclause (viii) of Clause 10, Apprentices, the following new subclauses:

(ix) Progression through Wage Structure

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(x) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(xi) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(xii) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J, *President*

Printed by the authority of the Industrial Registrar.

RESTAURANTS, &c., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause 2.6, of Clause 2, Definitions, of the award published 19 January 2001 (321 I.G. 759) the following new definition for School based apprentice:
 - 2.7 School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
2. Insert after subclause 9.3, of Clause 9, Wages, the following new subclause 9.4:
 - 9.4 Rates of Pay for school based apprentice
 - 9.4.1 The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - 9.4.2 For the purposes of subclause 9.4.1 of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - 9.4.3 Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
3. Insert after subclause 14.2, Tool Allowance of Clause 14, Apprentices, the following new subclauses:
 - 14.3 Progression through Wage Structure
 - 14.3.1 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - 14.3.2 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
 - 14.4 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

14.5 Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

14.6 Disputes and Disciplinary Matters

The provisions of the Apprenticeship and Traineeship Act 2001 shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause (xv), of clause 1, Definitions, of the award published 31 August 2001 (327 I.G. 368) the following new definition for School based apprentice:

(xvi) School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after subclause (vi), of Clause 4, Rates of Pay and Penalty Rates for Certain Ordinary Hours, the following new subclauses:

(vii) Progression through Wage Structure

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(viii) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(ix) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(x) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

(xi) Rates of Pay for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid

is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- 3. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

SAWMILLERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after 4.31 appearing in clause 4, Definitions, of the award published on 15 June 2001 (325 I.G. 480) the following new definition for School based apprentice:

- 4.32 "School based apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after paragraph 13.7.2, Wages of subclause 13.7, Apprentices of clause 13, Employment Categories, the following new paragraph 13.7.3:

13.7.3 Wages for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

3. Insert after paragraph 20.2.4, Adjustment of rates for apprentices and juniors of subclause 20.2, Apprentices, the following new paragraphs:

20.2.5 Progression through Wage Structure for School Based Apprentices

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

20.2.6 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this

Award. This progression applies in addition to the progression achieved as a school based apprentice.

20.2.7 Conditions of Employment for School Based Apprentices

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

20.2.8 Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

UNIVERSITY OF NEWCASTLE UNION FOOD AND BEVERAGE STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause 2.7, of clause 2, Definitions, of the award published 28 September 2001 (328 I.G. 160) the following new definition for School based apprentice:
 - 2.8 School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
2. Insert after subclause 3.3, Apprentices of Clause 3, Rates of Pay and Classification Structure the following new subclauses:
 - 3.4 Progression through Wage Structure
 - 3.4.1 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - 3.4.2 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
 - 3.5 Conversion from a school based to a full time apprenticeship
 - 3.5.1 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
 - 3.6 Conditions of Employment
 - 3.6.1 Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.
 - 3.7 Disputes and Disciplinary Matters
 - 3.7.1 The provisions of the Apprenticeship and Traineeship Act 2001 shall apply for the resolution of disputes and disciplinary matters.
 - 3.8 Rates of Pay for school based apprentice
 - 3.8.1 The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.

- 3.8.2 For the purposes of subclause (3.7.1) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- 3.8.3 Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
3. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

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UNIVERSITY UNIONS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause 2.9, of Clause 2, Definitions, of the award published 22 August 2003 (341 I.G. 100) the following new definition for School based apprentice:
 - 2.10 School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
2. Insert after subclause 10.3, of Clause 10, Wages, the following new subclauses:
 - 10.4 Rates of Pay for school based apprentice
 - 10.4.1 The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - 10.4.2 For the purposes of subclause 10.4.1 of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - 10.4.3 Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
3. Insert after subclause 15.2, Tool Allowance of Clause 15, Apprentices, the following new subclauses:
 - 15.3 Progression through Wage Structure
 - 15.3.1 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - 15.3.2 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
 - 15.4 Conversion from a school based to a full time apprenticeship
 - 15.4.1 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

15.5 Conditions of Employment

15.5.1 Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

15.6 Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

4. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

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CHARITABLE, AGED AND DISABILITY CARE SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 3656 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in clause 2, Definitions, of the award published on 21 June 2002 (334 I.G. 601) the following new definition for School based apprentice:

"School based apprentice" is an employee who is undertaking an apprenticeship wider a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

2. Insert after subclause (vii) of Clause 41, Apprentices, the following new subclauses:

(viii) Wages for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off the job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(ix) Progression through Wage Structure for school based apprentice

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(x) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(xi) Conditions of Employment

Except as provided by this award, School based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(xii) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

3. This variation shall take effect from 1 January 2007.

F. L. WRIGHT J , *President*

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GLASS WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5214 published 26 January 2007
(361 I.G. 1639)

(No. IRC 3058 of 2006)

CORRECTION

Delete the rate of \$14.50 Item 6, Country Work (clause 17 (i)) of Table 2 - Other Rates and Allowances of Part B Monetary Rates and substitute the following:

- 6. Country Work (Clause 17)
 - (i) \$15.00

G. M. GRIMSON *Industrial Registrar.*

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SERIAL C5385

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C3681 published 22 July 2005

(352 I.G. 791)

CORRECTION

1. Delete the table headed EA05/163 - Linfox - NWU (Commonwealth Bank of Australia Logistics - Smithfield) Enterprise Agreement 2004, and substitute the following:

EA05/163 - Bidvest Wollongong - Enterprise Agreement 2004
Made Between: Pymont Management Services Pty Ltd -&- the Transport Workers' Union of New South Wales.
New/Variation: New.
Approval and Commencement Date: Approved and commenced 10 May 2005.
Description of Employees: The agreement applies to all employees employed by Pymont Management Services Pty Ltd, located at 25, Denison Street, Wollongong NSW 2500, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.
Nominal Term: 36 Months.

G. M. GRIMSON *Industrial Registrar.*

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