

Vol. 352, Part 1

1 July 2005

Pages 1 - 187



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
50 Phillip Street, Sydney, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 352, Part 1

1 July 2005

Pages 1 - 187

	Page
Awards and Determinations -	
Awards Made or Varied -	
Actors (Theatrical) (State)	(RVIRC) 122
AWU Training Wage (State) Award 2002	(RVIRC) 147
Boral Peats Ridge Quarry (State)	(RVIRC) 126
Caltex/Kurnell Maintenance	(RVIRC) 112
Charitable Sector Aged and Disability Care Services (State) Award 2003	(VIRC) 185
Clothing Trades (State)	(RVIRC) 105
Crown Employees (Department Of Public Works and Services Wages Staff) Award 2002/2003	(RVIRC) 160
Dry Cleaning (State)	(RVIRC) 178
Inala Disability Services (State)	(AIRC) 22
Innovation Campus Development Award 2005	(AIRC) 61
Laundry Employees (State)	(RVIRC) 135
Milk Treatment, &c., and Distribution (State)	(RVIRC) 104
Nungera Co-operative Society Limited (State) Consent Award 2001	(RVIRC) 144
Pastrycooks, &c. (State)	(RVIRC) 145
Potato Crisp Makers (State)	(RVIRC) 120
Qantas Distribution Centre Project Award 2005	(AIRC) 1
Rubber Workers (State)	(RVIRC) 130
Tanning Industry (State)	(RVIRC) 136
Taragon Constructions George & Harris Streets Project Award 2005	(AIRC) 82
Transport Industry - Mixed Enterprises (State) Superannuation	(RVIRC) 158
Transport Industry - Quarried Materials (State)	(RVIRC) 151
Enterprise Agreements Approved by the Industrial Relations Commission	186

NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

PRESIDENT

The Honourable Justice F. L. WRIGHT[†]

VICE-PRESIDENT

The Honourable Justice M. J. WALTON[†]

MEMBERS

The Honourable Justice F. MARKS[†]
The Honourable Justice M. SCHMIDT[†]
The Honourable Mr Deputy President R. W. HARRISON
The Honourable Justice T. M. KAVANAGH[†]
Mr Deputy President P. J. SAMS AM
The Honourable Justice R. P. BOLAND[†]
Mr Deputy President J. P. GRAYSON
The Honourable Justice W. R. HAYLEN[†]
The Honourable Justice P. J. STAUNTON AM[†]
The Honourable Justice C. G. STAFF[†]
The Honourable Justice A. F. BACKMAN[†]

Commissioner Mr R. J. PATTERSON
Commissioner Mr P. J. CONNOR
Commissioner Mr B. W. O'NEILL
Commissioner Ms I. TABBAA
Commissioner Ms D. S. McKENNA
Commissioner Mr J. P. MURPHY
Commissioner Mr I. W. CAMBRIDGE
Commissioner Ms E. A. R. BISHOP
Commissioner Ms J. McLEAY
Commissioner Mr A. W. MACDONALD
Commissioner Mr D. W. RITCHIE
Commissioner Mr J. D. STANTON

[†]These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act 1996*.

INDUSTRIAL REGISTRAR

Mr M. GRIMSON

DEPUTY INDUSTRIAL REGISTRAR

Mr A. G. MUSGRAVE

(1790)

SERIAL C3617**QANTAS DISTRIBUTION CENTRE PROJECT AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 942 of 2005)

Before The Honourable Justice Walton, Vice-President

9 March 2005

AWARD**1. Arrangement**

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

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

Annexure A -Parties

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

2. Objectives

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

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

3. Definitions

"Award" means the Unions New South Wales & A W Edwards Pty Limited Qantas Distribution Centre Project Award 2005.

"Employer Name" means A. W. Edwards Pty Limited of 131 Sailors Bay Road Northbridge 2063

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

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

"Employer" means A W Edwards Pty Limited and/or any subcontractor/s engaged to work on the Project.

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

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

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

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

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

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

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

"Project" means the construction works contracted to A W Edwards Pty Limited at 263-271 Coward Street, Mascot.

"Project Manager" means the Project Manager appointed by A W Edwards Pty Limited from time to time.

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

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

4. Application

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

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

5. Duration

- 5.1 This Award shall operate on and from 19th November 2004 until Practical Completion.

6. Industry Standards

6.1 Superannuation and Redundancy

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

6.2 Top Up/24 Hour Income Protection Insurance

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

6.3 Project Productivity Allowance

- (a) Subject to subclause 6.3(b) and 6.4 the Employer will pay a project allowance for persons engaged on the project of \$1.75 for each hour worked on the Project.

This payment does not attract any penalty or premium.

- (b) Productivity Allowance Payment - Project Milestones

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

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

The action required catching up to the Project Milestone.

If payment shall continue for the coming month.

- (iv) However, if in spite of the parties best efforts, a Project Milestone is not achieved for two consecutive months and there are not extenuating circumstances then the Monitoring

Committee shall meet to discuss why that target has not been achieved and how best, time can be made up to ensure Project Milestone (s) are achieved.

- (v) If a Project Milestone Date is not achieved and there are not extenuating circumstance(s) acceptable to the Monitoring Committee, and then no payment will be made against achievement of that Milestone.
- (vi) If in the following period(s) work catches up to allow achievement of the subsequent Project Milestone(s) then a payment shall be made and shall include payment(s) for the preceding Project Milestone.
- (vii) The parties agree that the A W Edwards Pty Limited Project Manager, in conjunction with the Monitoring Committee shall determine if the identified Milestones for the Project have been achieved.
- (viii) Project Productivity Allowance Payment Application Matrix

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

- (ix) The Template Project Milestones:

Project Milestone No 1: - Commence structural steel erection

Completion Date 31 January 2005

Project Milestone No 2: - Complete mezzanine slab (grids L to N)

Completion Date 22 March 2005

Project Milestone No 3: - Material Handling Contractor access

Completion Date 8 August 2005

Project Milestone No 4: - Practical Completion Portion 1

Completion Date 6 September 2005

6.4 Transport Drivers

- (a) Employees - Rates of Pay

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

(b) Contract Carrier

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

(c) GST

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

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

7.1 Induction

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

7.2 Environment, Health and Safety Plans

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

7.3 The Safety Committee

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

7.4 Safety Procedures

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

Manager (or the Project Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.

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

7.5 OH&S Industry Induction

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

7.6 Formwork Safety

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

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

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

8. Dispute Resolution

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

8.1 Employer Specific Disputes

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

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

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

8.2 Project Wide Disputes

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

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

8.3 Demarcation Disputes

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

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

8.4 Procedures to prevent Disputes Regarding Non- Compliance

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

payments, (i.e. payments designed to avoid tax and other statutory obligations and sham subcontract arrangements.) Where such practices are identified A W Edwards Pty Limited will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.

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

9. Monitoring Committee

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

10. Productivity Initiatives

10.1 Learning Initiatives

Each Employer shall be required to demonstrate to A W Edwards Pty Limited implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement Weather

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

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

10.3 Rostered Days Off

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

10.4 Maximising Working Time

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

10.5 Hours of Work

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

11. Immigration Compliance

- 11.1 The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be

advised by A W Edwards Pty Limited of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, A W Edwards Pty Limited will act decisively to ensure compliance.

- 11.2 Employers are required prior to employees commencing work on-site to check the legal right of employees to work. The authorization form attached to this Award as per Appendix B will assist in providing evidence of the employee's legal status.

12. Long Service Compliance

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

13. No Extra Claims

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

14. No Precedent

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

15. Single Bargaining Unit

- 15.1 This Award was negotiated by the Unions New South Wales on behalf of the Unions and by A W Edwards Pty Limited in its own right and on behalf of the Employers.

16. Union Rights

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

16.1 Visiting Union Officials

- (a) Union officials (party to this Award) when arriving onsite, shall call at the site office and introduce themselves to a Management representative of the Employer, prior to pursuing their union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe the relevant Building Awards, the Occupational Health and Safety Act and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.
- (d) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided the Union give notice to the Employers and the Project Manager.

- (e) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Building Awards, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other Statutory Employer requirements.

16.2 Project Delegates

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

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

- (vi) The employer of a Project Delegate shall provide to the Project Delegate the following:
- a lockable cabinet for the keeping of records;
 - a lockable notice board for the placement of Union notices at the discretion of the Project Delegate/s;
 - where practicable, i.e. on large sites, a Project Delegate/s office;
 - where a Project Delegate/s office is not practicable, access to a meeting room;
 - use of the telephone for legitimate union business associated with the Project;
 - from existing resources, and when required for legitimate union Project related business, access to
 - a word-processor, typewriter
 - a photocopier, facsimile machine and e-mail.
- (vii) There shall be no deduction to wages where the Union requires the Project Delegate/s to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the workplace impacting on employees.

16.3 Union Membership

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

To assist in this process the Employer shall:

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

17. Australian Content

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

18. Protective Clothing

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

(a) Safety Footwear

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

(b) Clothing

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

(c) Jackets

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

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

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

18.4 Employers will consult with the Unions New South Wales to be provided with a list of Australian Manufacturers who do not use illegal or exploited labour in the manufacture of their work clothes.

18.5 Notwithstanding anything else contained in this clause all Transport Employees/Contractors will be supplied with Safety Footwear, 1 set of Clothing and 1 Jacket prior to the commencement of work at the site. However the Company does not need to supply the above if the said Employee/Contractor has been issued with the clothing by the Principal Contractor within the previous twelve (12) months and the Principal Contractor can substantiate that fact.

19. Workers Compensation and Insurance Cover

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

19.2 A W Edwards Pty Limited will assess Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.

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

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

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

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

20. Apprentices

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

21. Training and Workplace Reform

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

22. Project Death Cover

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

23. Anti-Discrimination

- 23.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace.
- 23.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 23.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the

provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms of operation, has a direct or indirect discriminatory effect.

23.4 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

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

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

24. Personal/Carers Leave

24.1 Use of Sick Leave

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

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

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

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

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

24.2 Unpaid Leave for Family Purpose

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

24.3 Annual Leave

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

24.4 Time-off in Lieu of Payment for Overtime

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

24.5 Make-up Time

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

24.6 Rostered days off

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

25. Project Close-Down Calendar

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

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

SITE CALENDAR 2004

Saturday	December 4	
Sunday	December 5	
Monday	December 6	Union Picnic Day
Tuesday	December 7	RDO (if applicable)

SITE CALENDAR 2005

Saturday	January 1	New Year's Day
Sunday	January 2	
Monday	January 3	New Year's Day Public Holiday
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday

Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

ANNEXURE A

(PARTIES)

Part 1

EMPLOYERS:

A. W. Edwards Pty Limited

and any subcontractors engaged to work on the project.

Part 2

UNIONS:

The Unions New South Wales.

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

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

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

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

ANNEXURE B

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth: _____

Nationality: _____

Passport Number: _____

Visa Number: _____

Visa Expiry Date: _____

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

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

Employee Signature:

Date: _____

Employer/Labour Supplier Details

Business Name:

Business Street Address:

Type of Business:

Name of Contact Person:

Telephone: _____

Fax: _____

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

ensure that this number is correct

The Completed Form Should Be Faxed To 1800 505 550

If all details match with our records, the employee's work rights status will be faxed to you within one working day.

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

Printed by the authority of the Industrial Registrar.

(1793)

SERIAL C3627

INALA DISABILITY SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 1162 of 2005)

Before The Honourable Justice Boland

18 March 2005

AWARD

1. Arrangement

Clause No. Subject Matter

PART I

ARRANGEMENT, DEFINITIONS

1. Arrangement
2. Definitions

PART II

ENGAGEMENT OF EMPLOYEES

3. Terms of Engagement
4. Full-Time Employees
5. Part-Time Employees
6. Fixed Term Employees
7. Casual Employees
8. Live-in Employees
9. Traineeship

PART III

HOURS OF WORK

10. Hours of Work
11. Overtime
12. Time off in Lieu of Overtime
13. Call Back
14. Shift Work
15. Roster of Hours
16. Excursions
17. Meal Breaks
18. Breaks Between Shifts and Overtime

PART IV

CLASSIFICATIONS, EXEMPTIONS, EXCLUSIONS, WAGES AND SUPERANNUATION

19. Classifications, Exemptions and Exclusions
20. Rates of Pay
21. Regrading and Classification Committee
22. Incremental Placement and Advancement
23. Higher Duties
24. Superannuation
25. Payment of Wages

- 26. Salary Packaging
- 27. Time and Pay Records

PART V

ALLOWANCES, EXPENSES AND AMENITIES

- 28. Sleepover Allowance
- 29. First Aid Allowance
- 30. On Call Allowance
- 31. Motor Vehicle Allowance
- 32. Expenses
- 33. Amenities

PART VI

LEAVE

- 34. Sick Leave
- 35. Annual Leave
- 36. Annual Leave Loading
- 37. Long Service Leave
- 38. Parental Leave
- 39. Calculation of Continuous Service
- 40. Public Holidays
- 41. Personal Carer's Leave
- 42. Bereavement Leave
- 43. Leave Without Pay
- 44. Jury Service

PART VII

GRIEVANCE AND DISPUTES SETTLING PROCEDURE, TERMINATION AND ORGANISATIONAL CHANGE AND REDUNDANCY

- 45. Grievance and Disputes Settling Procedure
- 46. Termination of Employment
- 47. Organisational Change and Redundancy

PART VIII

MISCELLANEOUS PROVISIONS

- 48. Occupational Health and Safety
- 49. Protective Clothing and Safety Equipment
- 50. Anti-Discrimination
- 51. Employees' Indemnity
- 52. Posting of Award
- 53. Union Notices
- 54. Right of Entry
- 55. Labour Flexibility
- 56. General Savings
- 57. Reasonable Hours
- 58. Area Incidence and Duration

PART IX

MONETARY RATES

Table 1 - Rates
Table 2 - Allowances
Table 3 - Translation Table

2. Definitions

2.1 Common Definitions

"Employer" - shall mean the Inala Disability Service.

"Union" - shall mean the Health Services Union.

2.2 General Staff Definitions

"Assistant Manager" - means an employee who co-ordinates service area operations under the supervision of the Service Manager and who supervises the work of House Co-ordinators and Senior Individual Program Plan Co-ordinators, Senior Support Worker/Supervisors.

"Catering Officer" - means an employee who supervises meal preparation on weekdays according to a Menu Plan and who is responsible for the ordering and storage of food and related supplies for the facility. Ensures kitchen facilities are maintained in good working order and that all safety, health and hygiene standards are met.

"Cook" means an employee engaged to prepare and cook meals for residents on week-ends according to a Menu Plan.

"Bus Driver" - means an employee who transports clients by mini-bus to and from Day Programs and activities.

"House Co-ordinator"- means an employee engaged to support residents as needed, individually and as a group, in all aspects of home life including personal care, development, communication, preparation for and transport to and from work, preparation of meals, shopping skills, independence and decision making, activities, hobbies and recreation family and social relationships and household duties. Provide the necessary guidance and supervision to a Residential Care Worker in the same home. The House Co-ordinator works rostered shifts to support the operation of a Group Home which provides accommodation support for each day of the week up to 24 hours per day for disabled residents.

"Individual Program Plan Co-ordinator" - means an employee who in consultation with all stakeholders, develops, maintains and monitors individual plans for nominated Inala clients to enable the achievement of personal goals and potential.

"Laundry Worker" - means an employee who provides laundry services to all assigned residents.

"Maintenance Supervisor" - means an employee who supervises and completes maintenance requests as allocated by Area Managers and designated staff. Reports on all completed works and supervises the work of other maintenance staff.

"Maintenance Worker (Handyperson)" - means an employee who undertakes maintenance work as directed.

"Music Therapist" - means an employee who provides group and individual music therapy to assigned clients.

"Physiotherapist" - means an employee appointed as such who is registered or conditionally registered under the *Physiotherapists' Registration Act 2001* and undertakes a range of physiotherapy support to assigned clients.

"Residential Care Worker" - means an employee who under the direction of a House Co-ordinator works rostered shifts to support the operation of a Group Home which provides accommodation support for each day of the week up to 24 hours per day for disabled residents.

"Senior Individual Program Plan Co-ordinator" - means an employee who supervises the work of an individual Program Plan Co-ordinator and who in consultation with all stakeholders develops, maintains and monitors individual plans for nominated clients to enable the achievement of personal goals and potential.

"Senior Music Therapist" - means an employee who plans and provides group and individual music therapy to assigned clients and supervises the work of Music Therapists.

"Senior Support Worker Supervisor" - means an employee who supports clients individually and in a group in allocated activities and who supervises assigned Support Worker/Supervisors.

"Support Worker/Supervisor" - means an employee who supports clients individually and in a group in allocated activities.

2.3 Clerical & Administrative Employees Definitions

- (a) Grades: All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
- (b) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in subclauses (c) to (g) of this clause.
- (c) A Grade 1 position is described as follows:
 - (1) The employee may work under direct supervision with regular checking of progress.
 - (2) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (3) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

UNIT	ELEMENT
Information Handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents

	Prepare business source documents
--	-----------------------------------

(d) A Grade 2 position is described as follows:

- (1) The employee may work under routine supervision with intermittent checking.
- (2) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (3) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks of a Grade 2 position are:

UNIT	ELEMENT
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger

(e) A Grade 3 position is described as follows:

- (1) The employee may work under limited supervision with checking related to overall progress.
- (2) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (3) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Grade 3 position are:

UNIT	ELEMENT
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information

	Draft routine correspondence. Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational Team	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary. Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

(f) A Grade 4 position is described as follows:

- (1) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (2) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (3) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

UNIT	ELEMENT
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media

	Devise and maintain filing system Set printer for document requirements when various setups are available Design document format Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

(g) A Grade 5 position is described as follows:

- (1) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (2) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (3) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

UNIT	ELEMENT
Information Handling	Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organisation
Communication	Obtain data from external sources Produce report Identify need for documents and/or research
Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation
Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conference
Team	Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team
Business Financial	Administer PAYE salary records

Process payment of wages and salaries Prepare payroll data

PART II

ENGAGEMENT OF EMPLOYEES

3. Terms of Engagement

- 3.1 The employer shall inform each employee in writing as to the terms of their engagement, and in particular whether they are a full-time, part-time, fixed term or casual employee.
- 3.2 Casuals shall receive such details in writing only on their initial engagement.
- 3.3 The employer shall provide each employee with a job description or duty statement outlining specific duties to be performed and hours of work, upon engagement.
- 3.4 All employees employed pursuant to this Award other than fixed term or casual employees shall be deemed to have ongoing employment.

4. Full-Time Employees

- 4.1 An employee not specifically engaged on a part-time, casual or fixed term basis shall be a full-time employee.
- 4.2 Full time employees shall be paid a minimum of two hours on each day they work.

5. Part-Time Employees

- 5.1 A part-time employee shall mean a person who works a specified number of regular days and/or minimum number of hours being less than those worked by a full-time employee in a four-week period.
- 5.2 Part-time employees shall be paid a minimum of two hours on each day they work.
- 5.3 Part-time employees shall be paid an hourly rate calculated on the basis of one-thirty eighth of the appropriate weekly rate prescribed by Clause 20, Rates of Pay.
- 5.4 Part-time employees shall be entitled to all benefits under this Award on a pro rata basis.

6. Fixed Term Employees

- 6.1 A fixed term employee may be engaged to work on either a full-time or part-time basis:
- (a) For completion of a specifically funded task(s) or project; not subject to recurrent funding; or
 - (b) To relieve an employee who is undertaking a specifically funded task(s) or project for a defined period; or
 - (c) To relieve in a vacant position arising from an employee taking leave in accordance with this Award; or
 - (d) To relieve a vacant position arising from an employee taking leave without pay in conjunction with parental leave; or
 - (e) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or

- (f) To fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee;

Provided that the term shall not exceed 12 months in the case of (c), (e) or (f).

- 6.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in 6.1 above.
- 6.3 This Award shall apply to a fixed term employee except to the extent that the Award expressly provides that it does not apply.
- 6.4 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
- 6.5 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, provided that any extension will not exceed six months.
- 6.6 If a fixed term employee is subsequently appointed to a full-time or part-time position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the full-time or part-time position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.
- 6.7 Fixed term employees shall be paid a minimum of two hours on each day they work.

7. Casual Employees

- 7.1 A casual employee shall mean an employee employed to perform work of a short-term and/or irregular nature.
- 7.2 A casual employee shall be paid an hourly rate equal to one-thirty eighth of the appropriate weekly rate prescribed by Clause 20, Rates of Pay, plus an additional loading of fifteen (15 %) per cent.
- 7.3 Pursuant to the *Annual Holidays Act 1944*, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause, ie an amount equal to one-twelfth (8.33%) of the employee's ordinary pay for such period of engagement.
- 7.4 Where a casual employee is engaged to undertake shift work, the prescribed shift penalty for the appropriate shift shall be paid in addition to the loading prescribed in 7.2 and 7.3.
- 7.5 A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement.

NOTE: To calculate the appropriate rate of pay for a casual employee the formula is: appropriate hourly rate + 15% = sub total (1) [+appropriate shift penalty = subtotal (2)]+ 8.33% = total.

8. Live-in Employee

- 8.1 A live-in employee shall mean a person who lives on the employer's premises and such premises are available to be lived in for 7 days of the week.
- 8.2 An employer shall ensure a live-in employee is rostered off duty for a minimum of 8 days in any 4 week (28 day) period.
- 8.3 A live-in employee will be provided with full board and lodging by the employer, however an employer may deduct \$87.50 or 20 percent (whichever is the lesser amount) from an employee's weekly wage.
- 8.4 The provisions of this Award relating to hours, shift work, weekend penalties, sleepover allowance, rest breaks and overtime shall not apply to live-in employees.

9. Traineeships

The parties to this Award shall observe the terms of the Private Hospital, Aged and Disability Care Services Training Wage (State) Award, as amended.

PART III

HOURS OF WORK

10. Hours of Work

- 10.1 The ordinary hours of work, except for shift workers, shall be no more than 152 hours in any four week period exclusive of meal breaks, worked between the hours of 6.00 am and 6.00 pm Monday to Sunday inclusive.
- 10.2 The ordinary hours of work for shift workers shall be no more than 152 hours in any four week period.
- 10.3 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate requests of the employee(s).
- 10.4 Weekend Work
- (a) An employee who is not a shift worker who works ordinary hours on a Saturday shall be paid a loading of 50% in addition to their ordinary rate of pay.
 - (b) An employee who is not a shift worker who works ordinary hours on a Sunday shall be paid a loading of 75% in addition to their ordinary rate of pay.

11. Overtime

- 11.1 Overtime means time worked with the prior authorisation of the employer beyond the ordinary hours of work specified in this Award and/or outside the span of hours specified in this Award.
- 11.2 Overtime shall be paid time and one half ordinary pay up to two (2) hours each day and thereafter double ordinary pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary pay
- 11.3 Shift and non-shift workers shall receive overtime payments in accordance with this Clause where they are required to work any additional hours beyond their rostered shifts.
- 11.4 Part time non-shift workers must:
- (a) work the full time equivalent hours within the span of hours identified in 10.1 Hours of Work before overtime is payable ; or
 - (b) work outside the span of hours identified in Clause 10.1 Hours of Work before overtime is payable.
- 11.5 Part time shift workers must work the full time equivalent hours before overtime is paid.
- 11.6 For the purpose of calculating the payment of overtime, each day shall stand alone.
- 11.7 Subject to clause 11.8 an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.

- 11.8 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 11.9 For the purposes of clause 11.8 what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer's responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

12. Time Off in Lieu of Overtime

- 12.1 Time Off in lieu of payment for overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
 - (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

13. Call Back

- 13.1 An employee who is recalled to work after leaving the place of employment shall be paid a minimum of two hours pay at the appropriate overtime rate, as in Clause 11, Overtime for such time so recalled, provided that the employee shall not be required to work the full two hours if the work is completed in a shorter period.

14. Shift Work

- 14.1 Definitions
- (a) "Evening Shift" means any shift which finishes after 8.00 pm and at or before 12.00 midnight Monday to Friday.
 - (b) "Night Shift" means any shift which finishes after 12.00 midnight or commences before 6.00am Monday to Friday.
 - (c) "Saturday shift" means any time worked between midnight Friday and midnight Saturday.
 - (d) "Sunday Shift" means any time worked between midnight Saturday and midnight Sunday.
 - (e) "A gazetted Public Holiday Shift" means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.
- 14.2 Engagement in Shift Work

Where an employer wishes to engage an employee in shift work, the employer shall advise the employee in writing, specifying the period over which the shift is ordinarily worked.

14.3 Shift Loadings

- (a) An employee working an evening shift shall be paid a loading of 15% on their ordinary rate of pay for the whole of such shift.
- (b) An employee who works a night shift shall be paid a loading of 30% on their ordinary rate of pay for the whole of such shift.
- (c) An employee who works a Saturday shift shall be paid a loading of 50% on their ordinary rate of pay for that part of such shift.
- (d) An employee who works a Sunday shift shall be paid a loading of 75% on their ordinary rate of pay for that part of such shift.
- (e) An employee who works a Public Holiday shift shall be paid a loading of 150% on their ordinary rate of pay for that part of such shift.

14.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

15. Roster of Hours

15.1 The ordinary hours of work for each employee other than casuals shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.

15.2 A roster may be changed by mutual agreement between the employer and an employee at any time to enable the services of the employer to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been their day off such time worked shall be dealt with in accordance with Clause 11, Overtime or Clause 14, Shiftwork.

16. Excursions

16.1 An excursion is where an employee(s) will take a client(s) away from the usual workplace(s) for a specific activity that may extend beyond their normal working hours and/or duties.

16.2 Where an employee agrees to supervise clients during an excursion activity, the following payment shall apply to such work:

- (a) For all time worked between the hours of 8am to 6pm, Monday to Sunday inclusive, payment shall be made at the employee's ordinary rate of pay up to a maximum payment of 8 hours per day.
- (b) For all time worked between the hours of 6am to 8am and/or between the hours of 6pm to 10 pm Monday to Sunday inclusive, payment shall be made at the appropriate overtime rate set out in Clause 11 Overtime.
- (c) Where an employee is required to sleepover and be available to deal with any urgent situation should one arise, payment of a sleepover allowance in accordance with Clause 28.4, Sleepover Allowance, shall apply.
- (d) By agreement, overtime worked in accordance with 16.2(b) may be taken accordance with Clause 12, Time Off in Lieu of Overtime.

17. Meal Breaks

- 17.1 A meal break of not less than thirty minutes shall be allowed each day, for lunch and/or dinner. No employee should be required to work more than five hours continuously without a meal break, but where they do, with the authorisation of the employer, any time worked in excess of five hours shall be paid for at the overtime rates set out in Clause 11.2 Overtime until such time as the employee receives a meal break.
- 17.2 Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal break, simply because of pressure of general work.
- 17.3 Where an employee is required to have their meal on the premises, including to have a meal with clients, that time shall be paid and 17.1 does not apply.

18. Breaks Between Shifts and Overtime

- 18.1 Employees required to continue work after their normal ceasing time must have a rest period of ten (10) consecutive hours before again starting work.
- 18.2 Employees directed to resume or continue work without having received a break in accordance with 18.1 shall be paid at the overtime rates set out in Clause 11, Overtime until they are released from duty. They will then be entitled to be absent for a period of ten (10) consecutive hours without loss of pay.
- 18.3 The provisions of 18.1 and 18.2 shall not apply to any sleepover whether or not that sleepover is connected with an ordinary rostered shift.

PART IV

CLASSIFICATIONS, EXEMPTIONS, EXCLUSIONS, WAGES AND SUPERANNUATION

19. Classifications, Exemptions and Exclusions (other than Clerical and administrative employees)

- 19.1 This clause shall operate in determining the appropriate grading for new classifications established at Inala and agreed to by the parties after the operative date of this award.
- 19.2 "General Staff - Grade 1" shall mean a person who is employed to assist General Staff - Grades 2 to 6 within a defined area of social and community welfare services and is under the immediate and direct supervision of another employee in relation to all aspects of their employment. In no case shall a General Staff - Grade 1 be responsible for policy development, or co-ordination, or the direction or supervision of paid or unpaid workers. However, a General Staff - Grade 1 may be required to provide information for use in the co-ordination and policy development of an organisation.
- 19.3 "General Staff - Grade 2" shall mean a person who is employed to perform duties of a more complex, varied and responsible nature than a General Staff - Grade 1, which may include service delivery on an individual, group or community basis and social educators and vocational educators. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee subject to this award. In no case shall a General Staff - Grade 2, be required to develop policy for or co-ordinate a service.
- 19.4 "General Staff - Grade 3" shall mean an employee who performs more varied, complex and responsible work than a Grade 2 as defined above, in providing social welfare services on an individual, group or community basis. Such employee may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgement and have an extensive knowledge of social and community welfare services and shall be subject only to general supervision. Such duties may include case responsibility for clients, co-ordination of a service, contributing to policy development, supervision of other workers and/or complex counselling, and may include the co-ordination and/or administration of activity therapy centres, workshops and supported employment services and independent living training for the developmentally disabled.

19.5 "General Staff - Grade 4" shall mean an employee who would not ordinarily receive instructions from another employee as to the performance of their duties; and who is responsible for any one or more of the following.

- (i) The overall administration/coordination of a service, agency or workplace of the employer including the supervision of one or more Grade 3 employees;
- (ii) Is primarily engaged in developing and implementing policies and/or programs at a senior level for a service in relation to general or specific aspects of social and community welfare services;
- (iii) Is primarily engaged in the administration/co-ordination of activity therapy centres, workshops and supported employment services for the developmentally disabled where such employment based schemes cater for more than 30 disabled persons and independent living training where such community and hostel based residences cater for more than 20 disabled persons;

19.5(a) Where the prime responsibility lies in a specialised field, employees at this grade would undertake at least some of the following:

- (i) Co-ordinate projects;
- (ii) Co-ordinate/manage the operation of a distinct element(s) of a larger organisation, which may include supervision of staff;
- (iii) Under general direction undertake a variety of tasks of a specialised and/or detailed nature;
- (iv) Exercise specialised judgment within prescribed areas.

19.6 "General Staff - Grade 5" shall mean an employee who undertakes the functions of a Grade 4 employee but at a higher level of complexity, responsibility, initiative and autonomy, including, but not limited to, the following:

- (i) Developing and implementing policies and/or programs at a more senior level than a Grade 4 employee;
- (ii) Influencing the operational activities of the organisation;
- (iii) Adopting a broader strategic perspective towards their work than employees at lower grades;
- (iv) Developing and implementing the long term goals of the organisation;
- (v) Setting outcomes in relation to the organisation's objectives and devising strategies to achieve them; and
- (vi) May supervise employees or teams of employees classified at a lower grade
- (vii) May be involved in client centred activities which form a component of direct support coverage.

19.6(a) Where the prime responsibility lies in a specialised field, employees at this grade will undertake the functions of a Grade 4 employee but at a higher level of complexity, responsibility, autonomy and a higher level of discipline knowledge, including, but not limited to, the following:

- (i) Working under limited direction from senior management or the employer and having significant delegated authority;
- (ii) May supervise employees classified at a lower grade.

19.7 "General Staff - Grade 6" shall mean an employee who exercises a high level of responsibility for organisational management and decision making, exercises considerable independent judgement and a high degree of autonomy, and provides high level expert advice, including but not limited to, the following:

- (i) Involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community serviced by the organisation;
- (ii) Undertaking the control and co-ordination of key aspects of the work of the organisation;
- (iii) Developing and implementing the long-term goals of the organisation;
- (iv) Undertaking a wide range of managerial or specialised functions to achieve results in line with organisational goals;
- (v) Developing and administering complex policy, organisational and program matters;
- (vi) May supervise employees or teams of employees across a variety of programs classified at a lower grade;
- (vii) May be involved in client centred activities which form a component of direct support coverage.

19.7(a) Where the prime responsibility lies in a specialised field, a senior specialist at this grade will be subject to broad direction from senior officers, and will undertake duties including, but not limited to, the following:

- (i) Undertaking work of substantial scope and complexity such that a major portion of such work requires initiative;
- (ii) Undertaking duties of a professional nature at a senior level;
- (iii) Undertaking functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of service delivery and the provision of high level advice;
- (iv) Manage extensive work programs or projects in accordance with the goals of the organisation;
- (v) Apply high level analytical skills in the attainment of the objectives of the organisation;
- (vi) May supervise employees classified at a lower grade.

19.7(b) Exemptions

An employee who is in receipt of at least 5% in excess of the rates of pay set out for a Grade 6, Year 2 employee in 'Table 1 - Rates of Pay' of this Award shall be exempt from the provisions of Part III, Hours of Work of this Award and from the provisions of Clause 32 On-Call Allowance of Part V, Allowances, Expenses and Amenities of this Award.

19.7(c) Exclusions

The following employees shall be excluded from this Award:

- (i) an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation which administers a range of services/facilities and workplaces;
- (ii) the principal officer of an organisation where that principal officer has the legal and/or managerial responsibility of that organisation.

20. Rates of Pay

20.1

- (i) Employees shall be paid in accordance with Table 1.
- (ii) Existing employees of Inala, as at the operative date of this award, shall be graded in accordance with the grades indicated in Table 3, Translation Table, for each classification and paid the rates of pay for such grades as set out in Table 1, Rates of Pay.
- (iii) Employees engaged by Inala, after the operative date of this award, in the classifications contained in clause 2.2, General Staff definitions, shall have the same grading as that set out in Table 3, Translation Table, for that classification.

21. Regrading and Classification Committee

21.1 Where an employee and their employer are unable to resolve a dispute relevant to the appropriate grading of the employee the dispute is to be referred to the Regrading and Classification Committee.

21.2 Function of Committee

The function of the Regrading and Classification Committee is to resolve disputes over classifications and grading that arise under this Award.

21.3 Process for Regrading and Classification exercise:

- (a) Where the employee(s) disputes the grading, in the first instance the employee(s) shall seek a review by using Clause 45 Grievance and Dispute Settling Procedure (a) (b) (c) (d).
- (b) In the event of failure to resolve the grading dispute in this manner, the employee(s) can lodge an appeal with the Regrading and Classification Committee.
- (c) The employee(s) must lodge an appeal in writing within one month (28 days) of the employee(s) being graded. The appeal must set out grounds in support of a regrading.
- (d) The appeal in (c) shall then be considered within 2 weeks (14 days) and the evaluation of that job reassessed.
- (e) The Committee shall consist of:

One union or employee representative, and two employer representatives. (see 21.4)
- (f) The Committee shall interview the applicant(s) and the employer as part of the process.
- (g) Final decision on the appeal should be reached by consensus if possible.
- (h) In the absence of consensus, the Committee shall determine the matter.
- (i) If either party is not satisfied with the determination of the Committee, either party may refer the matter to the NSW Industrial Relations Commission for resolution. Such application shall be made within (three weeks) 21 days from the date that the Committee determined the matter.

21.4 Composition of Committee:

- (a) One union representative nominated by the Union, or other representative nominated by the employee.
- (b) One employer representative from an industry wide panel established by employers. This person would not be nominated or employed by the employer involved in the appeal before the Committee.
- (c) One employer representative of the applicant'(s) employer but not a person previously directly involved in the appeal. This person may be any nominee of the relevant employer internal or external.

21.5 All classification issues other than those referred to in 21.2 shall be dealt with in accordance with Clause 45, Grievance and Dispute Settling Procedure.

22. Incremental Placement and Advancement**Incremental Placement:**

- 22.1 Each employer shall classify each of their employees in accordance with Clause 19, Classifications, Exemptions and Exclusions, of this Award.
- 22.2 An employee shall be appointed to the first year of the appropriate Grade, with the following exceptions:
 - (a) Community Services Worker Grade 1 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;
 - (b) A Community Services Worker Grade 2 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;
 - (c) A Community Services Worker Grade 3 with a relevant degree or diploma of two or more years full-time equivalent shall be appointed at least year 2 of the Grade;
 - (d) A Coordinator or person required to supervise 10 or more employees other than Community Services Worker Grade 3 shall be appointed at least at Year 3 of Grade 3.

Incremental Advancement:

- 22.3 Full time, Part time, and Term employees shall move from level to level within a grade after each 12 months continuous service.

23. Higher Duties

- 23.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Award for at least 38 consecutive rostered hours shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claims be made by the employee within one month of the cessation of the performance of such duties.
- 23.2 Where a public holiday falls within a period referred to in 23.1, the public holiday shall be considered as time worked in the higher classification.
- 23.3 An employee required to perform the work of another employee shall not suffer any reduction in their wage.

- 23.4 The payment paid in 23.1 shall be considered to be the employee's ordinary rate of pay for all purposes while ever the employee is in receipt of the higher duties payment.

24. Superannuation

- 24.1 An employer shall contribute to a superannuation fund as specified in 24.4 on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act* 1992 as amended from time to time.
- 24.2 Employers to Participate in Fund:
- (a) An employer shall make application to the Fund as specified in 24.4 to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
 - (a) An employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of employment.
 - (c) Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of employment.
- 24.3 Additional Employee Superannuation Contributions:
- (a) An employee may make contributions to the Fund as specified in 24.4 in addition to those made by the employer.
 - (b) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
 - (c) An employer who receives written authorisation from the employee must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.
- 24.4 The "Fund" shall mean the Health Employees Superannuation Trust Australia (HESTA) or the Australian Superannuation Savings Employment Trust or any complying Fund.

25. Payment of Wages

- 25.1 The weekly rate of pay shall be the annual rate of pay divided by 52.17857.
- 25.2 All wages shall be paid at least fortnightly by cash, cheque or electronic funds transfer, by agreement between the majority of employees and the employer. Provided that where an employer and employee agree, wages may be paid monthly.
- 25.3 Wages shall be paid during working hours on a weekday which is not more than five (5) days following the end of a pay period. The payday once selected shall not be changed without the agreement of the Union and a majority of the employees.
- 25.4 In the case of electronic funds transfer, wages shall be transferred to the nominated account by midnight on the nominated payday.
- 25.5 Upon termination, wages and any other monetary entitlement due to an employee shall be paid on the date of termination.
- 25.6 An employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

26. Salary Packaging

- 26.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- 26.2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- 26.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:
- (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
 - (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
 - (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in Table 1, Rates of Pay of this Award;
 - (f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
 - (g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 35.2, Annual Leave, will be based on the value of the employee's total salary as outlined in Table 1, Rates of Pay of this Award;
 - (h) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

27. Time and Pay Records

- 27.1 In accordance with the provisions of the *Industrial Relations Act 1996* (NSW) every employer in the industry shall keep time and pay records relating to employees. Such time and pay records will usually be kept at the place where business is carried out.
- 27.2 Such records shall be kept for a period of at least 6 years.
- 27.3 On pay days the employer shall provide each employee with a written statement showing the gross salary including overtime and allowances paid, the amount deducted for taxation purposes and particulars of other deductions made that have been part of the calculated net amount paid.

PART V

ALLOWANCES AND AMENITIES

28. Sleepover Allowance

- 28.1 Sleepover means a continuous period of eight hours during which an employee is required to sleep at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period.
- 28.2 The employer shall take all reasonable steps to enable the employee to sleep on the premises including the provision of a bed with privacy. Access to a bathroom, toilet and a meal room shall be provided free of charge to the employee.
- 28.3 An employee shall only sleep over under the following conditions:
- (a) There is an agreement between the employee and the employer with at least a week's notice in advance, except in the case of an emergency; and
 - (b) a sleepover shall always consist of eight continuous hours.
- 28.4 The sleepover allowance is equivalent to three hours payment at the employee's ordinary rate of pay. Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover period shall be compensated at overtime rates in addition to the sleepover allowance.
- When calculating the appropriate shift penalty, pursuant to Clause 14, Shift Work, the hours worked prior to the sleepover shall be treated separately to the hours worked after the sleepover.
- 28.5 An employee on a sleepover shall not be required to work more than eight hours before, and/or more than eight hours after a sleepover, unless provision has been made at a workplace to work longer hours for the purpose of providing more continuous leisure time within the roster and this arrangement has the genuine agreement of the employees affected.
- 28.6 Where such an arrangement as outlined in subclause 28.5 is entered into the employer must ensure that the arrangement does not adversely affect the health and safety of the employee(s) involved.

29. First-Aid Allowance

- 29.1 An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by their employer to be available to perform first-aid duty at their workplace shall be paid an allowance as set out in Item 1 of Table 2 with a minimum payment of one day.

30. On-Call Allowance

- 30.1 Employees may be required from time to time to be on call in order to maintain out of hours services.
- 30.2 Employees required to be on call shall be paid \$15.00 per 24 hour period or for any part of that 24 hour period.
- 30.3 Where employees are required to attend the workplace when on call the provisions of Clause 13, Call Back, apply.

31. Motor Vehicle Allowance

- 31.1 Where employees are required by their employer to use their motor vehicle in the course of their duty, they shall be paid an amount set out in Item 2 of Table 2 per kilometre travelled during such use.

32. Expenses

- 32.1 An employee required to stay away from home overnight shall be reimbursed the cost of pre-approved board, lodging and meals. Reasonable proof of expenses incurred is to be provided by the employee to the employer.
- 32.2 An employer shall reimburse all reasonable expenses, including the cost of telephone calls, necessarily incurred by an employee in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to the employer.
- 32.3 This Clause does not apply to employees who are engaged on sleepover at the employers premises.

33. Amenities

- 33.1 The employer shall provide reasonable toilet and washing facilities for the use of employees in each workplace.
- 33.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.
- 33.3 The employer shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, a refrigerator, a suitable place for the storing of utensils and supplies and a sink and running water.
- 33.4 The employer shall provide for employees a rest area well furnished.
- 33.5 The employer shall maintain all amenities in a safe and hygienic manner and to a reasonable standard.

PART VI

LEAVE

34. Sick Leave

- 34.1
- (a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, they shall be entitled to 76 hours leave on full pay for each year of service.
 - (b) Such leave shall be available from the beginning of each year of service.
 - (c) For the purpose of this clause, illness shall include stress and mental ill health.
- 34.2 The employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.
- 34.3 Each employee shall take all reasonably practicable steps to inform the employer of their inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.
- 34.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative up to five years. There shall be no payment of portions of sick leave not taken on retirement or termination.

- 34.5 Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.

35. Annual Leave

- 35.1 Full time and part-time employees shall be entitled to annual leave after each twelve months of continuous service.
- 35.2 Such annual leave shall be:
- (a) if the employee is regularly rostered for duty over seven days of the week - five weeks with pay after each twelve months of continuous service.
 - (b) for all other full-time and part time employees four weeks with pay after each twelve months of continuous service.
- 35.3 Fixed term employees engaged for more than 12 months are entitled to annual leave in accordance with 35.2. Fixed term employees engaged for less than 12 months are entitled to be paid annual leave on a pro rata basis at the end of their term of employment.
- 35.4 By mutual agreement between the employer and employee annual leave entitlements may be paid prior to taking such leave or in regular instalments on normal paydays during the period of such leave.
- 35.5 All other provisions of the *Annual Holidays Act 1944* shall apply.

36. Annual Leave Loading

- 36.1 In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- 36.2 Before an employee takes their annual leave they shall be paid the following in addition to their normal weekly pay (exclusive of shift penalties) for the period of annual leave taken:
- Either:
- (a) A loading of 17.5% of their normal weekly pay (exclusive of shift penalties); or
 - (b) The shift penalties pursuant to Clause 14.3 (a), (b), (c) and (d) of Clause 14 Shift Work that the employee would have received for the period of leave taken had the employee not been on leave,
- Whichever is the greater amount.
- 36.3 The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act and this Award.
- 36.4 No loading is payable to an employee who takes annual leave wholly or partly in advance. Where an employee continues in employment until the day when they would have been entitled under the Act to annual leave then the loading calculated in accordance with 36.2 becomes payable for such leave taken wholly or partly in advance.
- 36.5 Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees a loading as calculated in 36.2 will be paid to employees entitled to leave under the Act. Employees not entitled to leave under the Act shall be paid a proportion of the loading based on the period of completed weeks service prior to the close down divided by 52.

36.6 Where the employment of an employee is terminated for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of any annual leave to which they are entitled they shall be paid a loading calculated in accordance with 36.2 for such leave.

36.7 No loading is payable on the termination of an employee's employment except as provided for in 36.6.

37. Long Service Leave

37.1

(a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial 10 year period of service.

(b) Where the services of an employee with at least five years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two months for ten years service.

37.2 For the purpose of sub-clause (i) of this clause:

(a) service shall mean continuous service with any one employer/organisation;

(b) service shall not include:

(1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;

(2) any period of service as a part-time worker except as provided for in sub-clause (vi) of this clause.

37.3

(a) The employer shall give to each worker at least one month's notice of the date from which it is proposed that the worker's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the needs of the facility, or where the employer and the employee agree, such leave may be postponed to an agreed date.

(b) Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of this agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.

37.4

(a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.

(b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of the employer, was at the time of

the death of such an employee, a dependent relative of such employee shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in sub-clause (b) of sub-clause 37.1 of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this sub-clause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this sub-clause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- 37.5 Full-time and permanent part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time and/or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 April, 1985 and bears to thirty-eight hours on and from 1 May, 1985, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or permanent part-time employment.
- 37.6 Where an employee has been granted a period of long service leave prior to the coming into force of this award, the amount of such leave shall be debited against the amount of leave due under this award.
- 37.7 Employees of the employer previously covered by alternative awards will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer will be in accordance with this award.

e.g. an employee with 15 years continuous service under an alternative award at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards employees would accrue their entitlements in accordance with this award, at the rate of 2.5 months for each five years service as the continuity of service is not affected by the change of award coverage. Thus, after 20 years continuous service the employee would be entitled to 5.5 months leave, made up of 3 months under the previous award and a further 2.5 months under this award.

38. Parental Leave

- 38.1 All employees are entitled to paternity leave in accordance with the provisions of the *Industrial Relations Act 1996*.
- 38.2 Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:
- (i) Permanent employees are eligible for paid parental leave when they have completed at least 40 weeks' continuous service prior to the expected date of birth or prior to the date of taking custody of the child.
- 38.3 Employees who are eligible for paid parental leave are entitled to such leave as follows:
- (i) Paid leave

(a) Paid Maternity Leave

An eligible employee is entitled to nine weeks paid maternity leave at the ordinary rate of pay from the date the maternity leave commences.

Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.

(b) Paid Paternity Leave - an eligible employee is entitled to one week paid paternity leave in any one year at ordinary pay which must commence within four weeks of the birth of the child. (Eligible employees will be as defined in the *Industrial Relations Act 1996*).

(c) Paid Adoption Leave

An eligible employee is entitled to paid adoption leave of three weeks from and including the date of taking custody of the child.

(d) Such leave may be paid:

1. on a normal fortnightly basis;
2. in advance in a lump sum;
3. at the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks on a regular fortnightly basis for adoption leave. Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.

(ii) Unpaid Leave

(a) Unpaid Maternity Leave

An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.

(b) Unpaid Paternity Leave

An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.

(c) Unpaid Adoption Leave

An employee is entitled to unpaid adoption leave as follows:

1. where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
2. where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

38.4 An employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave, unless:

- (i) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
 - (ii) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.
- 38.5 An employee who intends to proceed on maternity or paternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- 38.6 In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- 38.7 After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- 38.8 Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- 38.9 When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- 38.10 Except in the case of employees who have completed ten years service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- 38.11 Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- 38.12 Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- 38.13 If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- 38.14 Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.

- 38.15 Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- 38.16 In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- 38.17 In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- 38.18 An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- 38.19 An employee returning from parental leave has the right to resume her former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.
- 38.20 Employees may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
- (i) the period is to be limited to twelve months after which the full-time duties must be resumed;
 - (ii) the employee is to make an application for leave without pay to reduce her full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
 - (iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (v) Full-time employees who return to work under this arrangement remain full-time employees.
- 38.21 Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

39. Calculation of Continuous Service

See *Long Service Leave Act 1955*.

40. Public Holidays

- 40.1 For the purposes of this clause, the following shall be taken as public holidays on the days so gazetted: 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 holiday duly proclaimed and observed as a public holiday within the area in which the service is situated.

- 40.2 Gazetted public holidays shall be allowed to full time, part time and fixed term employees on full pay on those days on which they are normally required to work.
- 40.3 Where an employee who is not a shift worker is required to and does work on a public holiday, the employee shall;
- (a) choose to be paid and in such case the employee would receive their ordinary pay for the day plus payment for actual time worked at single time ; or
 - (b) choose to take the equivalent time off and in such case the employee would receive their ordinary pay for the day and the equivalent time off for the actual time worked; or
 - (c) subject to mutual agreement between the employee and the employer, aggregate the equivalent time off with annual leave entitlements.
- 40.4 Where an employee who is a shift worker and is required to and does work an ordinary rostered shift on a public holiday, the employee shall be paid double time and a half for such shift.
- 40.5 Where an employee, who is a shift worker whose shift includes a gazetted public holiday, who is then not required by the employer to work that gazetted public holiday, shall have a day added to their annual holidays, or be paid a days pay additional to their weekly wage.

41. Personal/Carer's Leave

41.1 Use of Sick Leave

- (a) An employee with responsibilities in relation to a class of person set out in (c) (ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care or support of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (E) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
1. "relative" means a person related by blood, marriage or affinity
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

41.2 Unpaid leave for family purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 41.1 (c) (ii) above who is ill.

41.3 Annual leave

- (a) To give effect to this clause, but subject to the *Annual Holidays Act 1944*, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in single day periods in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in 41.3 (a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single days absences, until at least five consecutive annual leave days are taken.

41.4 Time Off in lieu of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

41.5 Make-up time

An employee may elect, with the consent of their 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.

42. Bereavement Leave

- 42.1 An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a person prescribed in 42.3 below.
- 42.2 The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 42.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Clause 41.1 Personal/Carer's Leave, provided that for the purpose of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- 42.4 An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
- 42.5 Bereavement Leave may be taken in conjunction with other leave available under Clauses 41.2, 41.3, 41.4 and 41.5, Personal/Carer's Leave. 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.

43. Leave Without Pay

- 43.1 On application by an employee, an employer may grant the employee leave without pay for any purpose.

44. Jury Service

- 44.1 A full-time, part-time or fixed term employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 44.2 An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

PART VII

GRIEVANCE AND DISPUTE SETTLING PROCEDURE, TERMINATION, ORGANISATIONAL CHANGE AND REDUNDANCY

45. Grievance and Dispute Settling Procedures

- 45.1 Any dispute or grievance arising in the workplace other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct shall be dealt with in the following manner: -
- (a) In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer.
 - (b) In the event of failure to resolve the grievance or where a direct discussion between the employee and their immediate supervisor would be inappropriate, the employee may notify an accredited representative of the Union or other representative of their choice who shall confer with the appropriate supervisor and/or manager to organise a meeting.
 - (c) Any such meeting will be held as soon as possible after notification by the employee or their representative of the grievance or dispute or within a time frame agreed between both parties.
 - (d) While the above procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuation of work.

- (e) In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the NSW Industrial Relations Commission.

46. Termination of Employment

46.1 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.

46.2

- (a) Except for misconduct, justifying summary dismissal, the services of an employee shall be terminated by an employer only by notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than 1 year	at least one week
More than 1 but not more than 3 years	at least two weeks
More than 3 but not more than 5 years	at least three weeks
More than 5 years	at least four weeks

- (b) Where an employee is over 45 years of age they shall receive in addition to the above table, one week's extra notice, provided the employee has had two years service.
- (c) Nothing in this clause shall prevent the employer from giving payment in lieu of, and equal in value to, the period of notice in 48.2(a).

46.3 An employee may terminate their service by giving the employer two weeks notice or by forfeiture of two weeks pay in lieu of notice.

47. Organisational Change and Redundancy

47.1 Application

- (a) This clause shall apply in respect of full time and part time persons employed under this Award.
- (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of 47.4.
- (c) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to ordinary and customary turnover of labour.

47.2 Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

47.3 Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in 47.2(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 47.2(a).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

47.4 Discussions before termination

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, pursuant to 47.2(a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 47.4(a) and shall cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

47.5 Notice for changes in production, program, organisation or structure

This subclause sets out the provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with 47.2(a).

- (a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice of period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

47.6 Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising "technologically" in accordance with 47.2(a).

- (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

47.7 Time off during the notice period

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

47.8 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

47.9 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

47.10 Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

47.11 Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

47.12 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in 49.2(a), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

47.13 Severance Pay

Where an employee is to be terminated pursuant to 47.4 of this clause, subject to further order of the NSW Industrial Relations Commission the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

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

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

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

- (c) "Weeks Pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-Award payments, shift penalties and allowance, paid in accordance with the Award.

47.14 Incapacity to Pay

- (a) Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 47.13.
- (b) The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in 47.13 will have on the employer.

47.15 Alternative employment

Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 47.13 if the employer obtains acceptable alternative employment for an employee.

PART VIII

MISCELLANEOUS PROVISIONS

48. Occupational Health and Safety

See *Occupational Health and Safety Act 2000* (NSW).

49. Protective Clothing and Safety Equipment

- 49.1 Where an employer requires an employee to wear protective clothing or a uniform such protective clothing or uniform as is reasonably required shall be provided and, as necessary, repaired and replaced by the employer. Any issue of protective clothing or uniforms shall remain the property of the employer.
- 49.2 Where an employer provides safety equipment it shall be used by the employees.
- 49.3 Where an employer provides safety equipment the employer shall maintain such equipment to the required standard and where necessary replace such equipment.

50. Anti-Discrimination

- 50.1 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* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 50.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 50.3 Under the *Anti-Discrimination Act 1997* (NSW), 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.
- 50.4 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 56(d) of the *Anti-Discrimination Act 1977* (NSW),

- (d) a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

NOTE:

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

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

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

- (c) This clause is not intended to create legal rights.

51. Employee's Indemnity

Inala shall be responsible in accordance with the *Employees' Liability Act 1991* to indemnify its employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

52. Posting of Award

A copy of this Award shall be kept at each workplace, where it is available to employees.

53. Union Notices

An accessible space for Union notices shall be provided by the employer.

54. Right of Entry By Union

See *Industrial Relations Act 1996* (NSW).

55. Labour Flexibility

Inala may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

56. General Savings

Nothing in this award shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this award.

57. Reasonable Hours

57.1 Subject to sub-clause (ii) Inala may require an employee to work reasonable overtime at overtime rates.

57.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

57.3 For the purposes of sub-clause (ii) what is reasonable or otherwise will be determined having regard to:

- (a) any risk to employee health and safety.
- (b) The employee's personal circumstances including any family and carer responsibilities.
- (c) The needs of the workplace or enterprise.

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

58. Area, Incidence and Duration

This award shall apply to all employees as defined in this award and who are employed by the Inala Disability Services and shall regulate the terms and conditions of employment of such employees.

This award shall take effect from the first pay period to commence on or after 18 March 2005 and shall remain in force for a period of twelve months.

PART IX

MONETARY RATES

Table 1 - Rates of Pay

Classifications	Current Rates \$ per week	Rates from 18.3.2005 \$ per week
General Staff		
Grade 1		
Year 1	470.36	489.36
Year 2	489.54	508.53
Year 3	508.71	527.71
Grade 2		
Year 1	543.24	562.24
Year 2	568.17	587.17
Year 3	593.10	612.10
Year 4	619.95	638.95
Grade 3		
Year 1	643.22	662.22
Year 2	668.90	687.90
Year 3	694.58	713.58
Year 4	720.26	739.26
Year 5	747.92	766.92
Grade 4		
Year 1	769.62	788.63
Year 2	793.33	812.33
Year 3	817.03	836.04
Year 4	840.74	859.74
Grade 5		
Year 1	864.44	883.45
Year 2	903.95	922.96
Grade 6		
Year 1	982.97	1001.98
Year 2	1,042.23	1061.24
Clerical & Administrative Employees		
Juniors		
At 16 years of age and under	279.00	288.80
At 17 years of age	316.40	327.50
At 18 years of age	362.90	375.60
At 19 years of age	408.80	423.10
At 20 years of age	450.60	466.40
Adults		
Grade 1	555.30	574.30

Grade 2	590.50	609.50
Grade 3	627.30	646.30
Grade 4	656.90	675.90
Grade 5	688.20	707.20

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Current Rate \$	Rate from 18.3.2005 \$
1	29	First Aid	7.72 per week 1.54 per day	7.97 per week
2	31	Motor Vehicle Allowance	1.59 per day 0.50 cents per km.	1.59 per day 0.50 cents per km.
3	30	On Call	15.00 per day	15.53 per day

Table 3 - Translation Table

Inala - Community Group Homes	Award Grading	Minimum Commencing Rates of Pay
House Co-ordinator	3	Minimum starting rate shall not be less than Year 1 Grade 3
Residential Care Worker	2	Minimum starting rate shall not be less than Year 2 Grade 2
Individual Program Plan - Co-ordinator	2	Minimum starting rate shall not be less than Year 1 Grade 2
Senior Individual Program Plan Co-ordinator	3	Minimum starting rate shall not be less than Year 1 Grade 3
Assistant Manager	4	Minimum starting rate shall not be less than Year 1 Grade 4
Inala - Central Facility	Award Grading	Minimum Commencing Rates of Pay
Cook (weekend cook)	2	Minimum starting rate shall not be less than Year 2 Grade 2
Catering Officer (cook)	3	Minimum starting rate shall not be less than Year 1 Grade 3
Laundry Worker	2	Minimum starting rate shall not be less than Year 1 Grade 2
Maintenance Supervisor - Non Trade	3	Minimum starting rate shall not be less than Year 1 Grade 3
Maintenance Worker	2	Minimum starting rate shall not be less than Year 1 Grade 2
Music Therapist	3-4	Minimum starting rate shall not be less than Year 1 Grade 3
Senior Music Therapist	4	Minimum starting rate shall not be less than Year 1 Grade 4
Physiotherapist	3-4	Minimum starting rate shall not be less than Year 1 Grade 3
Bus Driver	2	Minimum starting rate shall not be less than Year 2 Grade 2
Administrative Worker Grade 5 - Accounts Officer	5 C & A Scale	Minimum starting rate shall not be less than Year 1 Grade 5
Administrative Worker Grade 5 - Payroll Officer	5 C & A Scale	Minimum starting rate shall not be less than Year 1 Grade 5
Administrative Worker Grade 5 - Receptionist - Fundraiser	5 C & A Scale	Minimum starting rate shall not be less than Year 1 Grade 5
Inala - Day Programs	Award Grading	Minimum Commencing Rates of Pay
Assistant Manager	4	Minimum starting rate shall not be less than Year 1 Grade 4
Senior Support Worker	3	Minimum starting rate shall not be less

		than Year 1 Grade 3
Support Worker	2	Minimum starting rate shall not be less than Year 1 Grade 2
Senior Support Supervisor	3	Minimum starting rate shall not be less than Year 1 Grade 3
Support Supervisor	2	Minimum starting rate shall not be less than Year 1 Grade 2

Note:

Commencing rates have been determined having regard to the existing rates of pay for like classifications contained in the Charitable Sector, Aged and Disability Care Services (State) Award and the Nursing Homes Professional Employees (State) Award and comparing such with the relevant rates applicable in Table 1, Rates of Pay, for other than Clerical and Administrative Staff classifications.

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Baulderstone Hornibrook Pty Ltd.

(No. IRC 1348 of 2005)

Before The Honourable Justice Walton, Vice-President

30 March 2005

AWARD**Arrangement**

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

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

Annexure A

Annexure B

2. Objectives

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

- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) Encourage all employers to have Enterprise Agreements with the relevant union or unions.
- (q) Compliance with the NSW Government Construction Industry Code of Practice.

3. Definitions

"Award" means this Innovation Campus Development Award 2005.

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

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

"Employer" means Baulderstone Hornibrook and/or any subcontractor/s engaged by it or by them to work on the Project

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

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

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

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

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

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

"Project" means the construction works contracted to Baulderstone Hornibrook at Innovation Campus Development.

"Project Manager" means the Project Manager (Delivery) for the Project appointed by Baulderstone Hornibrook from time to time.

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

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

"Unions NSW" means the Labor Council of New South Wales.

4. Application

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

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

5. Duration

- 5.1 This Award shall operate on and from 1 March 2005 until Practical Completion or three years from commencement (whichever comes first).

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The Parties acknowledge that a contribution of \$100.00 per week or 9% of ordinary time earnings (whichever is the greater) will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWUSUPER, EISS or other schemes approved by the Parties. The minimum payment made for superannuation for apprentices working on the project shall be \$50.00 per week.
- (b) The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the parties. The employers shall make a contribution of no less than \$40.00 per week for apprentices working on the project.

6.2 Top Up/24 Hour Income Protection Insurance

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

6.3 Project Productivity Allowance

- (a) Subject to subclause 6.3(b), the Employer will pay a project productivity allowance in accordance with the following parts of the project:

Out of Hours Care facility	NIL
Extension of Science Centre	NIL
Student Accommodation Building	\$1.00 per hour
All other construction	\$1.25 per hour

Further, the Project Productivity Allowance referred to in this clause is not intended to affect any allowances otherwise payable under a building Award or Enterprise Agreement.

- (b) Transport Drivers

- (i) Employees - Rates of Pay

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

- (ii) Contract Carrier

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

(iii) GST

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

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

7.1 Induction

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

7.2 Environment, Health and Safety Plans

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

7.3 The Safety Committee

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

7.4 Safety Procedures

The Parties acknowledge and agree that all Parties are committed to safe working procedures.

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

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

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

7.5 OH&S Industry Induction

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

7.6 Formwork Safety

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

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

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

7.9 Drugs and Other Alcohol

People affected by alcohol and/or other drugs are a safety hazard to themselves and all others present on the site.

- (a) Consumption of alcohol or drugs on site (other than prescribed drugs) is strictly prohibited. The definition of "site" includes all temporary sheds or offices under the control of the Company.
- (b) Consumption of alcohol or the use of drugs immediately prior to work or during any off-site work break is strongly discouraged. This issue will be addressed during pre-start inductions.
- (c) Any person who is believed to be affected by alcohol or drugs must not be allowed to enter or to remain on site. The affected person may rest in the site shed under supervision of a safety committee member while arrangements for leaving the site are made.
- (d) Guidelines

Confrontation should be avoided.

The first approach should be by the Chairman of the Safety Committee with another member of the committee telling the affected person to leave, emphasising the safety risk, and not using judgemental terms like:

"You're too drunk"

"You're too stoned"

If the Chairman is not available the first approach should be made by two employee members of the Safety Committee.

If there is no co-operation, the relevant delegate and Company Supervisor must become involved. If either of these people are not available the senior Company person on site must take control of the situation.

Suitable arrangements must be made to ensure the person's safety when leaving the site. If this involves pre-payment of a taxi fare the affected person will be liable for this cost.

Wages are not to be paid from the time that the person is told to leave site by the Safety Committee Chairman/member.

Where loss of wages and/or other expense may be involved, the appropriate delegates should be notified.

- (e) After any such incident the Safety Committee Chairperson should assist the individual with advice about treatment and counselling. Time off-site for treatment and/or counselling may be taken against accrued sick leave or as leave without pay.
- (f) If there are repeat incidents, disciplinary action will be taken, i.e:
 - (i) One verbal warning - given by the senior representative of the Company on site in the presence of a recognised Union delegate. A file note recording the details of this warning must be made.
 - (ii) One written warning - given by the senior representative of the Company on site, with copies given to the relevant Union delegate and Company State Office. This written warning must record the date and witnesses to the previous verbal warning and the consequences of a further transgression of the Alcohol and other Drugs Safety Procedure.
 - (iii) Summary dismissal.
- (g) The provision of alcohol at site barbecues or other after work site activities must have the prior agreement of both the responsible Company Construction Manager and the Project Safety Committee.
 - (i) Alcohol provided at such functions must be limited to a reasonable quantity per person.
 - (ii) Low alcohol and non-alcoholic beverages must also be available.
 - (iii) No person may return to the work area after partaking at a barbecue or any other after-work activity involving consumption of alcohol.

8. Dispute Resolution

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

8.1 Employer Specific Disputes

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

- (a) In the first instance an employee should submit a request concerning an industrial relations issue with his/her immediate supervisor;

If the matter cannot be resolved at the employee-supervisor level the following procedure will be applied:

- (i) The employee may raise the matter with his / her Union Delegate who shall submit the issue to their supervisor, or the employee may raise the issue directly with the supervisor.
- (ii) If not settled at this stage, the employee or delegate or the relevant union organiser, or supervisor, may submit the matter to the Project Manager for consideration.
- (iii) If not settled through initiatives taken to this stage, the employee may call upon the Union Secretary and Industrial Officer to assist in the resolution.
- (iv) If the dispute is not resolved after step (a)(iii), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).
- (v) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

8.2 Project Wide Disputes

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

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of Baulderstone Hornibrook and the relevant parties to this Award;
- (c) If the dispute is not resolved after step (b), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (d) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

8.3 Demarcation Disputes

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

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

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

8.4 Procedures to prevent Disputes Regarding Non-Compliance

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

8.5 Supplementary Labour Hire

- (a) In effort to maintain continuity of employment for employees, it is agreed that the use of labour hire will be only as a genuine supplement to employee numbers, either as a top up to meet short term needs or for filling absences in the case of illness, training, leave etc.
- (b) Where there is a need to use supplementary labour for temporary peak work requirements/absences such labour will be accessed from Labour Hire Companies following consultation and agreement of the parties.
- (c) In exceptional circumstances, where labour hire may be required for longer periods, former Employees may be considered.

9. Monitoring Committee

- 9.1 The Parties may establish a committee to monitor the implementation of this Award.
- 9.2 This Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- 9.3 The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
 - (a) developing more flexible ways of working;
 - (b) enhancing occupational health and safety;
 - (c) productivity plans, and

(d) compliance with Award and other statutory requirements by employers.

9.4 If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

10. Productivity Initiatives

10.1 Learning Initiatives

Each Employer shall be required to demonstrate to Baulderstone Hornibrook implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement Weather

The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.

(a) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:

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

10.3 Rostered Days Off

Subject to Clause 25 a procedure for the implementation of Rostered Days Off (RDO's) will be agreed on the Project. The purpose which is to:

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

10.4 Maximising Working Time

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

10.5 Hours of Work

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

11. Immigration Compliance

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

12. Long Service Compliance

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

13. No Extra Claims

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

14. No Precedent

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

15. Single Bargaining Unit

- 15.1 This Award was negotiated by Unions New South Wales on behalf of the Unions and by Baulderstone Hornibrook in its own right and on behalf of the Employers.

16. Union Rights

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

- 16.1 Visiting Union Officials

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

16.2 Workplace Delegates

Definition

In this clause the expression "delegate" means an employee who is the accredited representative of the Union at an employer's work place, and if there is more than one delegate in respect of the workforce of that employer then the expression "delegate" means each and every such delegate so accredited by the Union in relation to that employer's workforce.

- (a) Rights of the Delegate
 - (i) The parties acknowledge it is the sole right of the Union and its members to elect the delegate for each work site, who shall be recognised as the authorised representative of the Union at the site.
 - (ii) The delegate shall have the right to approach or be approached by any employee of the employer to discuss industrial matters with that employee during normal working hours.
 - (iii) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:
 - moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;
 - changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded;
 - disrupting duly organised meetings.
 - (iv) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement, is entitled to be involved in representing members:
 - at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;

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

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

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

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

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

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

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

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

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

a lockable cabinet for the keeping of records;

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

where practicable, i.e. on large sites, a union office;

where a union office room is not practicable, access to a meeting room;

use of the telephone for legitimate union business;

from existing resources, and when required access to:-

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

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

a photocopier or facsimile machine.

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

16.3 Union Membership

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

To assist in this process the Employer shall:

- (a) Where agreed, and where authorised by the employee, provide payroll deduction services for union fees.

17. Australian Content

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

18. Protective Clothing

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

(a) Safety Footwear

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

(b) Clothing

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

(c) Jackets

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

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

19. Workers Compensation and Insurance Cover

- 19.1 Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.
- 19.2 Baulderstone Hornibrook will audit Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.
- 19.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:

- (a) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury.
 - (b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer, and the employee's supervisor.
 - (c) In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- 19.4 Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workplace Injury Management and Workers Compensation Act 1998*, which provide that:
- (a) The Employer shall keep a register of injuries/site accident book in a readily accessible place on site;
 - (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The employer must notify the insurer within 48 hours of a significant injury;
 - (c) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
 - (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
 - (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 19.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the employer shall notify the relevant union immediately
- 19.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

20. Apprentices

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

21. Training and Workplace Reform

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

22. Project Death Cover

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

23. Anti-Discrimination

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

24. Personal/Carers Leave

24.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 24.1(c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - a spouse of the Employee; or
 - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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

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

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

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

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

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

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

24.2 Unpaid Leave for Family Purpose

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

24.3 Annual Leave

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

24.4 Time-off in Lieu of Payment for Overtime

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

24.5 Make-up Time

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

24.6 Rostered days off

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

25. Project Close-Down Calendar

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

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

SITE CALENDAR 2005

Saturday	January 1	New Year's Day
Sunday	January 2	
Monday	January 3	New Year's Day Public Holiday
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO

Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday
Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

Site Calendar 2006/2007

The parties to this award agree to hold discussions during 2005 to determine the 2006/2007 site calendar. It is agreed that the 2006/2007 site calendar will follow the same principles in establishing 2005 site calendar that is, to enable the whole of project shutdowns on designated weekends, which correlate with Public Holidays and industry rostered days off.

26. Leave Reserved

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

"Notwithstanding subclause 8.4(a) if an employer is identified as paying his or her employees "all-in payments" then such payments shall be deemed to be the employees ordinary rate of pay for all purposes of this Project Award and other industrial instruments which apply to such employees for the duration of the project. In such circumstances, all employees of the employer working on the project shall obtain the benefit of the higher rate of pay plus the conditions of this Project Award."

ANNEXURE A

(Parties)

Part 1

EMPLOYERS:

Baulderstone Hornibrook

and any subcontractors engaged by it or by them to work on the project.

Part 2

UNIONS:

Unions NSW

Construction Forestry Mining and Energy Union, New South Wales Branch

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

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

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

ANNEXURE B

Authority to obtain details of work rights from DIMIA

Authority to obtain details of work rights from DIMIA

Employee Details
(As specified in passport or other identify document)

Employer/Labour Supplier Details

Family Name: _____

Business Name: _____

Given Name(s): _____

Other Name(s) used (eg maiden name) _____

Business Street Address _____

Date of Birth: _____

Nationality: _____

Passport Number: _____

Type of Business _____

Visa Number: _____

Visa Expiry Date: _____

Name of Contact Person: _____

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

Telephone: _____

Fax: _____

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

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

The completed form should be faxed to

1800 505 550

Employee Signature:

Date: _____

If all details match with our records, the employee's work rights status will be faxed to you within one working day.

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

Printed by the authority of the Industrial Registrar.

(1797)

SERIAL C3669

TARAGON CONSTRUCTIONS GEORGE & HARRIS STREETS PROJECT AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Labour Council of New South Wales, State Peak Council for Employees.

(No. IRC 1776 of 2005)

Before The Honourable Justice Walton, Vice-President

14 April 2005

AWARD

APPENDIX A

Arrangement

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

12. Long Service Compliance
13. No Extra Claims
14. No Precedent
15. Single Bargaining Unit
16. Union Rights
 - 16.1 Visiting Union Officials
 - 16.2 Workplace Delegates
 - 16.3 Union Membership
17. Australian Content
18. Protective Clothing
19. Workers Compensation and Insurance Cover
20. Apprentices
21. Training and Workplace Reform
22. Project Death Cover
23. Anti-Discrimination
24. Personal/Carers Leave
 - 24.1 Use of Sick Leave
 - 24.2 Unpaid Leave for Family Purpose
 - 24.3 Annual Leave
 - 24.4 Time-off in Lieu of Payment for Overtime
 - 24.5 Make-up Time
 - 24.6 Rostered days off
25. Project Close-Down Calendar
26. Leave Reserved

Annexure A

Annexure B

2. Objectives

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

- (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
- (m) Improved wages and conditions for all employees working on the project;
- (n) Increased leisure time for employees by eliminating excessive hours of work.
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) Encourage all employers to have Enterprise Agreements with the relevant union or unions.
- (q) Compliance with the NSW Government Construction Industry Code of Practice.

3. Definitions

"Award" means Taragon Constructions George & Harris Streets Project Award 2005.

"Taragon Constructions" means Taragon Constructions (A.C.N. 107 325 039) at Level 5, Suite 2, 132 Arthur Street, North Sydney, NSW 2060.

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

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

"Employer" means Taragon Constructions and/or any subcontractor/s engaged by Taragon Constructions to work on the Project.

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

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

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

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

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

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

"Project Milestones" means the milestones listed in Clause 6.3(a) as amended by the Monitoring Committee from time to time.

"Project" means the construction works contracted to Taragon Constructions at 849 - 855 George Street and 732 Harris Street, Sydney NSW 2000.

"Project Manager" means the Project Manager (Delivery) for the Project appointed by Taragon Constructions from time to time.

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

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

"Unions NSW" means the Labor Council of New South Wales.

4. Application

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

5. Duration

- 5.1 This Award shall operate on and from 4th April 2005 until Practical Completion of the Project.

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The Parties acknowledge that a contribution of \$100.00 per week or 9% of ordinary time earnings (whichever is the greater) will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWU or other schemes approved by the Parties. The minimum payment made for superannuation for apprentices/trainees working on the project shall be \$50.00 per week.
- (b) The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the parties. This amount will increase to \$68.00 per week from 1st January 2007. The employers shall make a contribution of no less than \$40.00 per week for apprentices/trainees working on the project. This amount will increase to \$45.00 per week as from 1st January 2007.

6.2 Top Up/Income Protection Insurance

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

6.3 Project Allowance

- (a) Subject to subclause 6.3(b) the Employer will pay a project allowance for persons engaged on the project of \$1.75 for each hour worked on the Project.
- (b) Transport Drivers
- (i) Employees - Rates of Pay

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

(ii) Contract Carrier

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

(iii) GST

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

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

7.1 Induction

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

7.2 Environment, Health and Safety Plans

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

7.3 The Safety Committee

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

7.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.

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

7.5 OH&S Industry Induction

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

7.6 Formwork Safety

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

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

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

8. Dispute Resolution

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

8.1 Employer Specific Disputes

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

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of the Employer and the Union delegate;
- (c) Discussion between site management representatives of the Employer and the Union organiser;
- (d) Discussion between senior management of the Employer, Taragon Constructions and the appropriate Union official;

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

8.2 Project Wide Disputes

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

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

8.3 Demarcation Disputes

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

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

8.4 Procedures to prevent Disputes Regarding Non- Compliance

- (a) Taragon Constructions in association with the accredited site union delegate will check monthly payments of subcontractors companies engaged on site in relation to superannuation, redundancy and extra insurance to ensure payments for employees have been made as required. The Taragon

Constructions and site delegate shall also check that employers have not introduced arrangements such as and not limited to 'all-in' payment and or 'cash-in-hand' payments, (i.e. payments designed to avoid tax and other statutory obligations and sham subcontract arrangements.) Where such practices are identified Taragon Constructions will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.

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

9. Monitoring Committee

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

10. Productivity Initiatives

10.1 Learning Initiatives

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

10.2 Inclement Weather

- (a) The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.
- (b) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:

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

10.3 Rostered Days Off

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

10.4 Maximising Working Time

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

10.5 Hours of Work

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

11. Immigration Compliance

- 11.1 The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Taragon Constructions of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, Taragon Constructions will act decisively to ensure compliance.

- 11.2 Employers are required prior to employees commencing work on-site to check the legal right of employees to work. The authorization form attached to this Award as per Appendix B will assist in providing evidence of the employee's legal status.

12. Long Service Compliance

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

13. No Extra Claims

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

14. No Precedent

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

15. Single Bargaining Unit

- 15.1 This Award was negotiated by the Unions NSW on behalf of the Unions and by Employer Name in its own right and on behalf of the Employers.

16. Union Rights

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

16.1 Visiting Union Officials

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

16.2 Workplace Delegates

DEFINITION

In this clause the expression "delegate" means an employee who is the accredited representative of the Union at an employer's work place, and if there is more than one delegate in respect of the workforce of that employer then the expression "delegate" means each and every such delegate so accredited by the Union in relation to that employer's workforce.

(a) Rights of the Delegate

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

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

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

disrupting duly organised meetings.

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

at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;

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

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

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

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

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

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

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

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

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

a lockable cabinet for the keeping of records;

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

where practicable, i.e. on large sites, a union office;

where a union office room is not practicable, access to a meeting room;

use of the telephone for legitimate union business;

from existing resources, and when required access to:-

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

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

a photocopier or facsimile machine.

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

16.3 Union Membership

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

To assist in this process the Employer shall:

- (a) If requested by the union and authorised by the employee, provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly basis with enough information supplied to enable the union to carry out a reconciliation;
- (b) Supply all employees with a union application form at the same time as employees are provided with their taxation declaration form;
- (c) Provide the union with access to talk to new employees at induction training;
- (d) Ensure that all supervisors are trained in the provisions of the Project Award and the employer's policy on union membership.

17. Australian Content

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

18. Protective Clothing

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

(a) Safety Footwear

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

(b) Clothing

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

(c) Jackets

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

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

19. Workers Compensation and Insurance Cover

- 19.1 Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.
- 19.2 Taragon Constructions will audit Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.
- 19.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:
- (a) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury.
- (b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer, and the employee's supervisor.
- (c) In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.

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

20. Apprentices

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

21. Training and Workplace Reform

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

22. Project Death Cover

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

23. Anti-Discrimination

- 23.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace.
- 23.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 23.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms of operation, has a direct or indirect discriminatory effect.

- 23.4 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 23.5 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 23.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

24. Personal/Carers Leave

24.1 Use of Sick Leave

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

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

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

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

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

24.2 Unpaid Leave for Family Purpose

- (a) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 24.1(c)(ii) above who is ill.

24.3 Annual Leave

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

24.4 Time-off in Lieu of Payment for Overtime

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

24.5 Make-up Time

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

24.6 Rostered days off

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

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

25. Project Close-Down Calendar

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

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

SITE SHUTDOWN CALENDAR 2005

Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)
Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)

Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

SITE SHUTDOWN CALENDAR 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)

Monday December 25	Public Holiday
Tuesday December 26	Public Holiday

Friday 29 December	RDO (flexible)

SITE SHUTDOWN CALENDAR 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

26. Leave Reserved

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

"Notwithstanding subclause 8.4(a) if an employer is identified as paying his or her employees "all-in payments" then such payments shall be deemed to be the employees ordinary rate of pay for all purposes of this Project Award and other industrial instruments which apply to such employees for the duration of the project. In such circumstances, all employees of the employer working on the project shall obtain the benefit of the higher rate of pay plus the conditions of this Project Award."

ANNEXURE A

(Parties)

Part 1

EMPLOYERS:

Taragon Constructions and any subcontractors engaged by Taragon Constructions to work on the project.

Part 2

UNIONS:

Unions NSW

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

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

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

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

ANNEXURE B

Authority to obtain details of work rights from DIMIA

Authority to obtain details of work rights from DIMIA

Employee Details
(As specified in passport or other identify document)

Employer/Labour Supplier Details

Family Name:

Business Name:

Given Name(s):

Business Street Address

Other Name(s) used (eg maiden name)

Date of Birth: _____

Nationality: _____

Passport
Number: _____

Type of Business

Visa Number: _____

Visa Expiry Date: _____

Name of Contact Person:

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

Telephone: _____

Fax: _____

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

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

**The completed form should be faxed to
1800 505 550**

Employee Signature:

**If all details match with our records, the
employee's work rights status will be faxed to
you within one working day.**

Date: _____

APPENDIX B

CLASSIFICATIONS COVERED BY THIS PROJECT AWARD

Those classifications covered by the following Awards:

Federal Awards

National Building and Construction Industry Award 2000
National Metal and Engineering On-Site Construction Industry Award 1989
Plumbing Industry (New South Wales) Award 1983
Sprinkler Pipe Fitters Award 1975
Mobile Crane Hire Award 1996
National Joinery and Building Trade Products Award 1993
Security Industry (New South Wales) Award 1999

State Awards

General Construction and Maintenance, Civil and Mechanical Engineering (State) Award
Building and Construction Industry (State) Award
Electrical, Electronic and Communications Contracting Industry (State) Award
Plant, Operators on Construction (State) Award
Plumber and Gasfitters (State) Award
Joiners (State) Consolidated Award
Transport Industry (State) Award 2003
Metal, Engineering and Associated Industries (State) Award
Security Industry (State) Award

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

Printed by the authority of the Industrial Registrar.

MILK TREATMENT, &c., AND DISTRIBUTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4639 of 2004)

Before Mr Deputy President Sams

1 November 2004

REVIEWED AWARD

1. Delete clause 15, Superannuation, of the award published 30 November 2001 (329 I.G. 1084), and insert in lieu thereof the following:

15. Superannuation

See the Transport Industry (State) Superannuation Award (No.2), 328 I.G. 1056.

2. Delete clause 30, Area, Incidence and Duration, and insert in lieu thereof the following:

30. Area, Incidence and Duration

- (i) This award was published 5 July 1978 and reprinted 15 May 1985 (237 IG 669). The award took effect from the beginning of the first full pay period to commence on or after 26 October 1977 and remains in force, as varied, the nominal term of the award having already expired on 25 October 1978.
- (ii) This award shall apply to all employees employed in any of the classifications named in clause 6, Rates of Pay, of this award, within the jurisdiction of the Milk Treatment, &c., and Distribution (State) Industrial Committee, excepting any workers of the above classes who are employees of dairymen if such dairymen themselves, produce, from their own cows, at least 70 per cent or more of milk they sell and that milk, unpasteurised on rounds, within the jurisdiction of the Milk Treatment &c., and Distribution (State) Conciliation Committee. In calculating the percentage of milk produced by dairymen for sale the average daily production during the period of three months immediately prior to the date when the calculation is made shall be taken.
- (iii) This award was reviewed on 15 August 2001 (329 I.G. 1084) and changes were made to the award flowing from that review.
- (iv) This award has been reviewed pursuant to s19 of the *Industrial Relations Act 1996* (NSW) and the Principles for Review of Awards Decision made by the Industrial Relations Commission of NSW on 18 December, 1998 (308 IG 307). Any changes arising from the Review take effect from the first full pay period on or after 1 November 2004.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(139)

SERIAL C3335

CLOTHING TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4673 of 2004)

Before Mr Deputy President Sams

4 November 2004

REVIEWED AWARD

1. Delete the clause 1, Title, of the award published 19 October 2001 (328 I.G. 952), and insert in lieu thereof the following:

1. Title

This award shall be known as the Clothing Trades (State) Award.

2. Delete clause 2, Arrangement, and insert in lieu thereof the following:

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Locality
4.	Dispute Settlement Procedure
5.	Demarcation of Work
6.	Rates of Pay
7.	Absorption Commitment
8.	Skill Levels
9.	Apprentices or Improvers - Rates of Pay
10.	Apprenticeship and Improvership
11.	National Training Wage
12.	Aged, Infirm or Slow Workers
13.	Workers Eligible for a Supported Wage
14.	Hours of Employment
15.	Midday Meal Interval
16.	Overtime
17.	Meal Money
18.	Rest Period
19.	Mixed Functions
20.	Terms of Engagement
21.	Annual Leave
22.	Trade Union Training Leave
23.	Sick Leave
24.	Personal/Carer's Leave
25.	Payment by Results
26.	Casual Workers
27.	Part-time Employees
28.	Holidays
29.	Payment for Work Done on Holidays
30.	Payment for Work Done on Sundays
31.	Contract Work
32.	Outworkers
33.	Registration of Employers

34. Entry and Inspection by Officers of Industrial Organisations
 35. Time Book, Sheet or Records
 36. Seating Accommodation
 37. Amenities
 38. First-aid Ambulance Chest
 39. Award Posted
 40. Industrial Committee
 41. Shop Stewards and Representatives
 42. Uniforms
 43. Notice Boards
 44. Protective Clothing
 45. Tools of Trade
 46. Disability Allowance
 47. Bereavement Leave
 48. Accident Pay
 49. Jury Service
 50. Blood Donors
 51. Attendance at Hospital
 52. Parental Leave
 53. Introduction of Change
 54. Redundancy
 55. Superannuation
 56. Enterprise Bargaining
 57. Anti-Discrimination
 58. Area, Incidence and Duration
- Pseudo Clauses:
59. Appendix A - Form of Indenture of Apprenticeship
 60. Appendix B - Form of Declaration - Amenities
 61. Schedule A - Consultative Committees
 62. Schedule B - Request to the Union by the Outworker to Reduce the Number of Hours Worked Part-time
 63. Schedule C - Information to be Given to Outworkers
 64. Schedule D - Broadbanding Arrangements*
*Former transitional wages classification system to facilitate the introduction of skill levels in 1994. Retained for historical reference only.
 65. Schedule E - Procedure to be adopted in Developing an Enterprise Bargaining Agreement

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

3. Rename the clauses in the body of the award to reflect the new Arrangement.
4. Delete paragraph 10.1.3, of clause 10, Apprenticeship and Improvership, and insert in lieu thereof the following:
 - 10.1.3 Apprentices shall be indentured in accordance with Appendix "A" (Form of Indenture of Apprenticeship) and the said indenture shall be subject to any variation hereof. A copy of the indenture shall be lodged by the employer with the Industrial Registrar.
5. Delete paragraph 14.4.6, of clause 14, Hours of Employment, and insert in lieu thereof the following:

- 14.4.6 Shift workers shall not receive the shift penalty prescribed in 14.4.3 in respect of payment for sick leave, public holidays or annual leave.
6. Delete the subclause 16.3, of clause 16, Overtime, and insert in lieu thereof the following:
- 16.3.3 For the purposes of paragraph 16.3.2 what is unreasonable or otherwise will be determined having regard to:
- (i) Any risk to employee health and safety;
 - (ii) The employee's personal circumstances including any family and carer responsibilities;
 - (iii) The needs of the workplace or enterprise;
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it;
 - (v) Any other relevant matter.
7. Delete the reference "32.2.15" in paragraph 20.3.6, of clause 20, Terms of Engagement, and insert in lieu thereof the following:
- 32.2.5
8. Delete the references "14.5 and 14.6" in subparagraph 21.10.4 (ii), of clause 21, Annual Leave, and insert in lieu thereof the following:
- 14.4 and 14.5
9. Delete paragraph 21.11.4, of the said clause 21, and insert in lieu thereof the following:
- 21.11.4 For the purposes of this subclause the rate of wage shall be calculated in accordance with 21.10.1, 21.10.2 and 21.10.3.
10. Delete the words "subclause (a) hereof" appearing in paragraph 21.12.2, of the said clause 21, and insert in lieu thereof the following:
- 21.1
11. Delete paragraph 24.3.2, of clause 24, Personal/Carer's Leave, and insert in lieu thereof the following:
- 24.3.2 Access to annual leave, as prescribed in 24.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.
12. Delete paragraphs 24.4.3 and 24.4.4, of the said clause 24, and insert in lieu thereof the following:
- 24.4.3 If, having elected to take time as leave in accordance with 24.4.1, 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.
- 24.4.4 Where no election is made in accordance with 24.4.1, the employee shall be paid overtime rates in accordance with the award.
13. Delete paragraph 37.6.1, of clause 37, Amenities, and insert in lieu thereof the following:

- 37.6.1 An employer of more than 10 employees shall provide a separate room (reasonably convenient to the working area) or portion of the factory or workshop as a dining room and keep the same and its facilities hygienically clean.
- (i) Dining room tables shall be of laminated plastic top construction or be covered by some material which can be kept hygienically clean.
 - (ii) The seating provided shall be fitted with backs.
 - (iii) An adequate supply of boiling water shall be made readily available to employees without charge at the time at which their meal break or rest period commences. The employer shall also provide a refrigerator and a facility for heating food.
 - (iv) The size of the dining room, the number of tables and its seating accommodation shall be adequate if at least three quarters of the employees taking a meal break at the one time are able to use the same in reasonable manner and without congestion.
 - (v) The dining room shall not be used for work room or work room storage purposes.

The words "reasonably convenient to the working area" shall have the meaning set out in Appendix "B" Form of Declaration - Amenities to this award.

14. Delete clause 38, First-aid Ambulance Chest, and insert in lieu thereof the following:

38. First-Aid Ambulance Chest

Every factory or workshop shall have, in some accessible place, a first-aid ambulance chest which shall be a suitable dust-proof receptacle made of either metal or wood for the use of the employees. Such chest shall be equipped and supplied with those articles prescribed by the Occupational Health and Safety Regulation 2001, as amended from time to time.

15. Delete subclause 40.4, of clause 40, Industrial Committee, and insert in lieu thereof the following:

40.4 Three members, one of whom may be the Registrar or Deputy Registrar or a Deputy therefore as provided in subclause 40.2, shall constitute a quorum.

16. Delete the word "minium" appearing in subclause 46.1, of clause 46, Disability Allowance, and insert in lieu thereof the following:

minimum

17. Delete subclause 46.2 of the said clause 46, and insert in lieu thereof the following:

46.2 Subject to subclauses 37.7.2 and/or 37.7.3 where a rest room and/or its facilities, in an establishment, are inadequate in that they do not satisfy the provisions of clause 37.7 the employer shall, in addition to the rates set out elsewhere in this award, pay to each female employee in that establishment a disability allowance as set in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per day for each day worked by such employee whilst suffering such disability of inadequate conditions.

The disability referred to shall be deemed to have been suffered by all female employees in that establishment during that period of their respective employment when the rest room and its facilities were not of the prescribed standard.

Provided that an employer shall not be held liable for payment of such disability allowance should any of the equipment specified in subclause 37.7.1 supplied by the employer be subsequently missing through no fault of such employer.

18. Delete subclause 48.14, of clause 48, Accident Pay and, insert in lieu thereof the following:
- 48.14 Superannuation - An employer shall pay superannuation contributions paid in accordance with clause 55, Superannuation, to an employee receiving accident pay in accordance with this clause.
19. Delete the reference "*Occupational Health and Safety Act 1983*." appearing in paragraph 52.18.1, of clause 52, Parental Leave, and insert in lieu thereof the following:
- Occupational Health and Safety Act 2000*
20. Insert the word "in" after the words "prescribed for ordinary termination" in subclause 54.3, of clause 54, Redundancy.
21. Delete the word "the" appearing before the word "Centrelink" in subclause 54.7, of the said clause 54.
22. Delete subclause 56.6, of clause 56, Enterprise Bargaining, and insert in lieu thereof the following:
- 56.6 An enterprise bargaining agreement shall not act to:
- 56.6.1 reduce the award rate in accordance with clause 6, Rates of Pay;
- 56.6.2 increase the ordinary hours of work in any roster system beyond an average of 38 hours per week;
- 56.6.3 reduce the quantum of meal money in accordance with clause 17, Meal Money;
- 56.6.4 reduce the number or duration of rest periods contained in clause 18, Rest Period;
- 56.6.5 reduce the quantum of period of notice in accordance with clause 20, Terms of Engagement;
- 56.6.6 reduce the quantum of annual leave and annual leave loading in accordance with clause 21, Annual Leave;
- 56.6.7 reduce the quantum of sick leave entitlement in accordance with clause 23, Sick Leave;
- 56.6.8 reduce the quantum of holidays in accordance with clause 28, Holidays;
- 56.6.9 affect the provisions of clauses 31, Contract Work, 32, Outworkers, and 33, Registration of Employers, for the purpose of clauses 31 and 32;
- 56.6.10 reduce the quantum of bereavement leave in accordance with clause 47, Bereavement Leave;
- 56.6.11 reduce the quantum of accident make up pay in accordance with clause 48, Accident Pay;
- 56.6.12 reduce the quantum of unpaid leave in accordance with clause 52, Parental Leave;
- 56.6.13 reduce the quantum of severance pay in accordance with clause 54, Redundancy;
- 56.6.14 reduce the quantum of superannuation contributions in accordance with clause 55, Superannuation.
23. Delete subclauses 58.4 and 58.5, of clause 58, Area, Incidence and Duration, and insert in lieu thereof the following:

- 58.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) take effect on and from 4 November 2004.
24. Delete the words "The Textile Clothing and Footwear Union of New South Wales" wherever appearing in the award, and insert in lieu thereof the following:
- The Transport Workers' Union of New South Wales
25. Delete subclause 61.3, of clause 61, Schedule "A" - Consultative Committees, and insert in lieu thereof the following:
- 61.3 Terms of Reference - The following matters shall form the basis for the work of the committees. Each committee will seek to reach agreement on the matters set out below and make recommendations to senior management who will take into account the views and the deliberations of the committee prior to making its final decisions:
- 61.3.1 To implement the restructured award in the workplace.
- 61.3.2 To review the implications and/or impact on the enterprise of major external influences, including the Australian Government textile, clothing and footwear industries development plan.
- 61.3.3 To consider the introduction of new or revised work methods/work arrangements.
- 61.3.4 To give consideration to the impact of technological change and other significant changes in the organisation or workplace, with regard to:
- number of employees, job specifications and current skill base; and
- acquisition of new skills and additional training requirements.
- 61.3.5 To develop a framework for skills development and provisions of training within the workplace, including English language training and the provision of foundation education.
- 61.3.6 To assess proposed changes in product or product orientation for possible impact on work method/work arrangements, employment and skill requirements.
- 61.3.7 To give consideration to equal employment opportunity principles in the context of award restructuring in the workplace.
- 61.3.8 To consider the provision of work related child care and, in particular, the Australian Government work based child care program.
- 61.3.9 To consider other matters raised by consultative committee members which impact on employees or which contribute to the improved operation and efficiency of the enterprise.
26. Delete the telephone number for Australian Business Industrial appearing in clause 63, Schedule "C" - Information to be Given to Outworkers, and insert in lieu thereof the following:
- (02) 9458 7500.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(757)

SERIAL C3413

CALTEX/KURNELL MAINTENANCE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4569 of 2004)

Before The Honourable Mr Deputy President Harrison

25 November 2004

REVIEWED AWARD

1. Delete clause 3, Apprenticeship, of the award published 31 May 2002 (333 I.G. 1054), and insert in lieu thereof the following:

3. Apprenticeship

See *Apprenticeship and Traineeship Act* 2001. The provisions relating to wages and conditions are contained within the appropriate clauses of this Award.

2. Delete the reference to "clause 4(1)" appearing in paragraphs 4.3.1 and 4.3.2, of clause 4, Wages, and insert in lieu thereof the following:

subclause 4.1

3. Delete subclause 9.2, of clause 9, Meals Allowance, and insert in lieu thereof the following:

9.2 A day work employee required to work overtime on a Saturday or a Sunday will be paid a meal allowance as set out in the said Item 1 for the first crib as provided in subclause 13.4.1 of Clause 13, Overtime - Day Workers.

4. Delete paragraph 12.2.1, of clause 12, Shift Work, and insert in lieu thereof the following:

12.2.1 Subject to sub-clause 12.2.2 of this clause and to their attendance for these shifts, employees:

12.2.1.1 transferred to special shift work; or

12.2.1.2 at the request of the company transfer from one special shift to another special shift;

will receive a minimum of 15.2 hours pay for each of the first four afternoon or night shifts for which they are so rostered. Subsequent afternoon and night shifts will be paid at the rates specified in sub-clause (12.1) of this clause.

5. Delete the reference to "subclause (1)" wherever appearing in subclause 12.3, of the said clause 12, and insert in lieu thereof the following:

subclause 12.1

6. Delete paragraph 13.6.4, of clause 13, Overtime - Dayworkers, and insert in lieu thereof the following:

13.6.4 Notwithstanding the above provisions, when an employee responds to a call-in at a time after the ten hour rest break provisions referred to in subclause 13.3 Rest Period of this Clause have been met then the employee has the further option of working until the call-in is completed then continue to work for a period of not less than eight (8) hours total (including time worked in relation to call-in). On completion of the eight (8) hour work period, the employee may then elect to:

- 13.6.4.1 continue to work until normal completion time of 3.47pm; or
- 13.6.4.2 leave the site.

Should an employee elect the option in 13.6.4.2 above, they will be paid for time worked in accordance with this Award and the remainder of the day will be treated as 'excused leave'. Provided further that the option contained in 13.6.4.2 above will not be available where an employee responds to a call-in which commences within four (4) hours of normal commencing time; i.e., from 3.30am onwards.

7. Delete the reference to "paragraph (6) (b) of clause 13 Overtime - Dayworkers of the Award" appearing in subclause 14.1, of clause 14, Saturday Work - Day Workers, and insert in lieu thereof the following:

subclause 13.6.2 of this Award

8. Delete subclause 16.6, of clause 16, Cancellation of Overtime, Holiday and Weekend Work - Day Workers, and insert in lieu thereof the following:

16.2 If notice cancelling the instruction is sent, or telephoned, to the employee's registered address before they would normally have left to commence work, they will be paid a minimum of:

- 16.2.1 two hours at ordinary time rate in the case of weekday overtime work cancellation; and
- 16.2.2 four hours at ordinary time rate in the case of weekend work, or holiday work, cancellation.

An additional penalty will not be payable if the employee is not at their registered address when notice of cancellation is delivered, or telephoned, and they subsequently report for work.

9. Delete the reference to "subclause (2)" appearing in subclause 16.3, of the said clause 16, and insert in lieu thereof the following:

subclause 16.2

10. Delete the reference to "paragraph (1) (c)" appearing in subclause 20.2, of clause 20, Sick Leave, and insert in lieu thereof the following:

subclause 20.1.3

11. Delete subclause 21.2, of clause 21, Holidays, and insert in lieu thereof the following:

subclause 21.1

21.2 In addition to the holidays prescribed in subclause 21.1 of this Clause two additional holidays will apply to an employee on weekly hire, such holidays to be:

- 21.2.1 Easter Tuesday.
- 21.2.2 the first Monday in December each year as a Picnic Day.

12. Delete clause 23, Daylight Saving, and insert in lieu thereof the following:

23. Daylight Saving

- 23.1 The length of any shift:
- 23.1.1 commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and
 - 23.1.2 commencing on or before the time prescribed by such legislation for the termination of a summer time period
- will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof.
13. Delete subclause 29.2, of clause 29, Union Representation, and insert in lieu thereof the following:
- 29.2 Where a Union delegate is required to attend an Industrial Relations Commission hearing arising out of a dispute in respect of this Award and provided:
- 29.2.1 the settlement of disputes procedure has been followed with no stoppage of normal work; and
 - 29.2.2 the Company is satisfied that the delegate's attendance will contribute to the proper conduct of proceedings;
- the delegate will be granted the necessary leave, without loss of ordinary pay, to attend the hearing. Provided further that the number of delegates is limited to two from the one Union if only that Union is involved, and limited to one from each Union if more than one Union is involved.
14. Delete subclause 34.1, of clause 34, Bereavement Leave, and insert in lieu thereof the following:
- 34.1 An employee will be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 34.3 of this clause.
15. Delete the reference to "subparagraph (ii) of paragraph (c) of subclause (1)" appearing in subclause 34.3, of the said clause 34, and insert in lieu thereof the following:
- subclause 36.1.3.2
16. Delete the reference to "subclauses 36(2), 36(3), 36(4), 36(5) and 36(6)" appearing in subclause 34.5, of the said clause 34, and insert in lieu thereof the following:
- subclauses 36.2, 36.3, 36.4, 36.5 and 36.6
17. Delete the reference to "subparagraph (ii) of paragraph (c) appearing in paragraph 36.1.1, of clause 36, Personal/Carer's Leave, and insert in lieu thereof the following:
- subclause 36.1.3.2
18. Delete subparagraph 36.1.3.2, of the said clause 36, and insert in lieu thereof the following:
- 36.1.3.2 the person concerned being:
- 36.1.3.2.1 a spouse of the employee; or
 - 36.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- 36.1.3.2.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- 36.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 36.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
- 36.1.3.2.5.1 'relative' means a person related by blood, marriage or affinity;
- 36.1.3.2.5.2 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- 36.1.3.2.5.3 'household' means a family group living in the same domestic dwelling.
19. Delete paragraph 36.2.1, of the said clause 36, and insert in lieu thereof the following:
- 36.2.1 An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 36.1.3.2 who is ill.
20. Delete paragraph 36.3.2, of the said clause 36, and insert in lieu thereof the following:
- 36.3.2 Access to annual leave, as prescribed in subclause 36.3.1, will be exclusive of any shutdown period provided for elsewhere under this award.
21. Delete paragraphs 36.4.3, and 36.4.4 of the said clause 36, and insert in lieu thereof the following:
- 36.4.3 If, having elected to take time as leave in accordance with subclause 36.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination.
- 36.4.4 Where no election is made in accordance with the said subclause 36.4.1, the employee will be paid overtime rates in accordance with the award.
22. Delete clause 38, Redundancy, and insert in lieu thereof the following:

38. Redundancy

- 38.1 Notwithstanding anything else contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on the Company shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 38.1.1 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- 38.2 Introduction of Change:
- 38.2.1 Company's duty to notify:

- 38.2.1.1 Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- 38.2.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 38.2.2 Company's duty to discuss change:
- 38.2.2.1 The Company shall discuss with the employee's affected and the union to which they belong, inter alia, the introduction of the changes referred to in 38 (3) (i) (a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and / or the union in relation to the changes.
- 38.2.2.2 The discussions shall commence as early as possible after a definite decision has been made by the employer to make the changes referred to in 38 (3) (i) (a).
- 38.2.2.3 For the purposes of such discussions, the Company shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the company.
- 38.3 Redundancy:
- 38.3.1 Discussions before terminations:
- 38.3.1.1 Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing by anyone pursuant to subclause 38.2.1.1, and that decision may lead to the termination of employment, the Company shall hold discussions with the employees directly effected and with the union to which they belong.
- 38.3.1.2 The discussion shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provisions of subclause 38.2.1.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- 38.3.1.3 For the purposes of the discussion the Company shall, a soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.
- 38.4 Termination of Employment:
- 38.4.1 Notice for Changes in Production, Programme, Organisation or Structure:

- 38.4.1.1 The notice provisions to be applied to terminations by the employer for reasons arising from changes in production, programme, organisation or structure shall be the same as that provided in Clause 6 Contract of Employment.
- 38.4.1.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 38.4.2 Notice for Technological Change:
- This subclause sets out the notice provisions to be applied to terminations by the company for reasons arising from "technology" in accordance with subclause 38.2.1.1.
- 38.4.2.1 In order to terminate the employment of an employee the company shall give to the employee 3 months notice of termination.
- 38.4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 38.4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the company for the purposes of long service leave and annual leave.
- 38.4.3 Time off during the notice period:
- 38.4.3.1 During the period of notice of termination given by the company an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of 5 weeks, for the purposes of seeking other employment.
- 38.4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purposes of seeking other employment, the employee shall, at the request of the company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- 38.4.4 Employee leaving during the notice period:
- If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- 38.4.5 Statement of Employment:
- The company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- 38.4.6 Employment Separation Certificate:
- The company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form provided by Centrelink.
- 38.5 Severance Pay:
- 38.5.1 Amounts

Where an employee is to be terminated pursuant to subclause 38.4 the company shall pay the following severance pay in respect of a continuous period of service:

- 38.5.1.1 If an employee is under 45 years of age, the company shall pay in accordance with the following scale:

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

- 38.5.1.2 Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

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

- 38.5.1.3 "Weeks pay" means the all purpose rate for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances.

- 38.5.2 Incapacity to pay:

Subject to an application by the company and further order of the Industrial Relations Commission, the company may pay a lesser amount (or no amount) of severance pay than that contained in subclause 38.5.1 above.

The Commission shall have regard to such financial and other resources of the company as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 38.5.1 above will have on the company.

- 38.5.3 Alternative Employment

Subject to an application by the company and further order of the Industrial Relations Commission, the company may pay a lesser amount (or no amount) of severance pay than that contained in subclause 38.5.1 above if the company obtains acceptable alternative employment for an employee.

23. Delete clause 39, Area, Incidence and Duration, and insert in lieu thereof the following:

39. Area, Incidence and Duration

- 39.1 This award shall apply to maintenance employees employed by Caltex Refineries (NSW) Pty Ltd, at the Caltex Kurnell Refineries, Solander Street Kurnell, NSW.
- 39.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Ampol Refineries (NSW) Pty Ltd Maintenance Award 1995 published 19 April 1996 (292 I.G. 27) and the Ampol Refineries (NSW) Pty Limited Electrical and Instrument Trade Award 1995 published 23 February 1996 (290 I.G. 1023) and all variations thereof.
- 39.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 25 November 2004.
- 39.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.
24. Delete Schedule A, Ampol Refineries (NSW) Pty Ltd Maintenance Award 1995 Award and Variations Incorporated.
25. Delete Schedule A, Ampol Refineries (NSW) Pty Limited Electrical and Instrument Trade Award 1995 Award and Variations Incorporated.
26. Delete Schedule B, Changes Made on Review, Date of Effect: 18 July 2001.
27. Delete the references to "Clause 4(3)" and "clause 4(5)" appearing in Appendix 1, Record Of Agreement Between Caltex Refineries (Nsw) Pty Ltd And (Name Of Employee) For An Alternative Remuneration Arrangement Under Clause 4(3) Of The Caltex/Kurnell Maintenance Award, and insert in lieu thereof the following:

Clause 4.3

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1663 of 2004)

Before Mr Deputy President Sams

26 November 2004

REVIEWED AWARD

1. Delete subclause (i), of clause 16, First-Aid, of the award published 10 August 2001 (326 I.G. 1011), and insert in lieu thereof the following:
 - (i) First-aid facilities and personnel shall be provided by the employer in accordance with the applicable occupational health and safety legislation and regulation.
2. Delete subclause (iv), of clause 18, Terms of Engagement, and insert in lieu thereof the following:
 - (iv) Subject to sub-clause (ii) of this clause, employment shall be terminated by a week's notice on either side, given at any time during the week, or by the payment or forfeiture, as the case may be, of an amount equal to one week's wages.
3. Delete subclause (iii), of clause 19, Utilisation of Skills, and insert in lieu thereof the following:
 - (iii) Any direction given by an employer in accordance with subclauses (i) and (ii) of this clause shall be consistent with the employer's obligations under the applicable occupational health and safety legislation and regulation.
4. Delete subclause (7), of clause 24, Dispute Settling Procedure, and insert in lieu thereof the following:
 - (7) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with their obligations under the applicable occupational health and safety legislation and regulation and consistent with established custom and practice at the workplace.
5. Delete clause 25 - Training Wage, and insert in lieu thereof the following:

25. Training Wage

See the AWU Training Wage (State) Award.

6. Delete clause 29, Area, Incidence and Duration, and insert in lieu thereof the following:

29. Area, Incidence and Duration

- (a) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Potato Crisp Makers (State) Award, published 30 January 1998 (303 I.G. 298) and all variations thereof, the Potato Crisp Makers Superannuation (State) Award published 31 May 1991 (262 I.G. 1093). This award will take effect on 30 May 2001.
- (b) This award shall apply to all employees engaged in the manufacture, preparation and packing of crisps or extrusions processed from potato and/or cereals and being snack foods of the nature of potato crisps, corn crisps, expanded and shaped extruded cereal snack foods or the like, excepting employees in grain and/or cereal food mills, within the State.
- (c) The changes made to the Award pursuant to the Award Review under Section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 18 December 1998 (85 I.R. 38) take effect on 26 November 2004.

- (d) The Award remains in force until varied or rescinded the period for which it was made having already expired.
- 7. Delete Part C - Industry/Skill Level Rates.
- 8. Delete Appendix A - Industry/Skill Levels.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4677 of 2004)

Before Mr Deputy President Sams

25 November 2004

REVIEWED AWARD

1. Delete clause 7, Date The Award Starts, in clause 2, Arrangement, of the award published 2 November 2001 (329 I.G. 37), and insert in lieu thereof the following:

7. Award Review"

2. Delete clause 5, Commencement Date of Award and Period of Operation, and insert in lieu thereof the following:

5. Commencement Date of Award and Period of Operation

- (a) This award was made following a review in accordance with Section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (305 IG 307).
 - (b) This Award was published on 2 November 2001 and rescinds and replaces the Actors (Theatrical) (State) Award 1997 published on 24 September 1999 (310 I.G. 1021) and all variations thereof.
 - (c) This award remains in force until varied or rescinded, the period for which it was made having already expired."
3. Delete paragraph 6.2.1(iv), of clause 6, Coverage of Award, and renumber subparagraphs 6.2.1(v) and (vi) to read as 6.2.1(iv) and (v) respectively.
 4. Delete paragraph 6.2.5, of the said clause 6.
 5. Delete clause 7, Date The Award Starts, and insert in lieu thereof the following:

7. Award Review

The changes made to this Award pursuant to the Award Review of 15 November 2004 in accordance with Section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (305 IG 307) take effect on and from 25 November 2004.

6. Delete subparagraph 12.12.2(d), of clause 12, Terms of Engagement, and insert in lieu thereof the following:

12.12.2(d) An artist will not be required in accordance with subclauses 12.12.2(b) and above to perform on any more than two television shows in any one city. Any performances in excess of two will be paid in accordance with subclause 12.12.2(a) of this clause.
7. Delete the references to "12.13 and 12.15" appearing in subclause 12.13, of the said clause 12, and insert in lieu thereof the following:

12.12 and 12.14

8. Delete the reference to "12.14" appearing in subclause 12.14, of the said clause 12, and insert in lieu thereof the following:

12.13

9. Delete paragraph 16.2.1, of clause 16, Classifications and Wage Rates, and insert in lieu thereof the following:

Category 1:	Previous minimum weekly rate of pay \$	SWC 2003 \$	Minimum weekly rate of pay from 25 November 2003 \$
Performer Grade 1	585.80	17.00	602.80
Grade 2	627.50	17.00	644.50
Opera Principal	661.00	17.00	678.00
Category 2: Performer	627.50	17.00	644.50

10. Delete subparagraph 16.2.2(a), of the said clause 16, and insert in lieu thereof the following:

16.2.2(a) Supernumeraries engaged by the week shall be paid a minimum hourly rate of \$17.50 and a minimum weekly rate of \$302.30.

11. Delete the amounts of "\$27.85" appearing in subparagraphs 16.2.2(c) and (d), and insert in lieu thereof the following:

\$28.40

12. Delete the amount of "\$37.26" appearing in subparagraph 16.2.2(g), of the said clause 16, and insert in lieu thereof the following:

\$38.05

13. Delete the amount of "\$15.05" appearing in subclause 16.3, of the said clause 16, and insert in lieu thereof the following:

\$17.70

14. Delete the amount of "\$28.05" appearing in subclause 16.4, of the said clause 16, and insert in lieu thereof the following:

\$31.75

15. Delete the amount of "62 cents" appearing in subclause 16.7, of the said clause 16, and insert in lieu thereof the following:

75 cents

16. Delete paragraph 16.10.2, of the said clause 16, and insert in lieu thereof the following:

16.10.2 An employee required by the employer to provide any suit, frock, costume, stockings, leotards, and fleshings, wigs and appurtenances and haberdashery or other article, not in the employees possession will be reimbursed his or her actual cost. Provided that where these articles are already in the employees possession, the employer will pay the employee an allowance of \$7.35 per week for each suit, frock, costume, stockings, leotards and fleshings, wigs and appurtenances and haberdashery or other article supplied

by that employee with a minimum payment of \$9.40 per week plus a sum of \$3.75 per week for each pair of shoes, where such articles are required by the employer to be used in performance or rehearsal.

Provided further that where the employer provides employees with the above articles, such allowance will not be paid.

17. Delete the amounts of "\$4.98" and "\$1.66" appearing in paragraph 16.10.4, of the said clause 16, and insert in lieu thereof the following amounts "\$5.55" and \$1.85" respectively.

18. Delete paragraphs 16.13.2 and 16.13.3, of the said clause 16, and insert in lieu thereof the following:

16.13.2 Rehearsals

- (a) An employee aged sixteen years or over who is required to rehearse by the employer shall be paid \$25.60 for one hour (minimum) and over one hour at the rate set out in subclause 16.13.2(b) per half hour or part thereof.
- (b) Provided however that if the employee desires to leave the rehearsal, before the completion of one hour's rehearsal, payment shall be at the rate of \$12.80 per half hour or part thereof for the time actually worked.

16.13.3 Casual Supernumeraries

Casual supernumeraries shall be paid \$18.40 per hour with a minimum call for performance of three hours and for rehearsals of two hours.

19. Delete subclause 16.15, of the said clause 16, and insert in lieu thereof the following:

16.15 State wage Cases

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

20. Delete the amount of "\$12.45" appearing in subclause 22.6, of clause 22, Breaks, Meal Intervals and Allowances, and insert in lieu thereof the following:

\$17.70

21. Delete the amount of "\$93.00" appearing in paragraph 30.3.2, of clause 30, Travelling, and insert in lieu thereof the following:

\$105.00

22. Delete the words "\$327.00 per week or \$65.40" appearing in paragraph 30.3.3, of the said clause 30, and insert in lieu thereof the following:

\$366.50 per week or \$73.30

23. Delete section 30.3.3(1)(b), of the said clause 30, and insert in lieu thereof the following:

- 34.8.4(b) If the employer elects not to provide accommodation and the employee elects to accept reimbursement of the expenses of such accommodation up to the maximum limits as follows:

Destination	Amount \$
Sydney and Melbourne	733.00
Adelaide, Hobart, Perth and Brisbane	599.00
Canberra	666.00
Other places	533.00

24. Delete the words "\$327.00 per week or \$65.40" appearing in paragraph 30.5.1, of the said clause 30, and insert in lieu thereof the following:

\$366.50 per week or \$73.30

25. Delete the words "\$32.80 per day to a maximum of \$164.10" appearing in subclause 30.8, of the said clause 30, and insert in lieu thereof the following:

\$36.70 per day to a maximum of \$183.50

26. Delete the words "\$10.05" per day to a maximum of "\$50.25" appearing in subclause 30.9, of the said clause 30, and insert in lieu thereof the following:

\$11.13 per day to a maximum of \$55.64

27. Delete the amount of "\$12.45" appearing in subparagraph 30.11.2(a), of the said clause 30, and insert in lieu thereof the following:

\$17.70

28. Delete the reference to "Division 2 of Part 3 of the Industrial Relations (General) Regulation 1996" appearing in subclause (a), of clause 32, Time Books To Be Kept, and insert in lieu thereof the following:

Division 2 of Part 4 of the Industrial Relations (General) Regulation 2001

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

BORAL PEATS RIDGE QUARRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4649 of 2004)

Mr Deputy President Sams

2 December 2004

REVIEWED AWARD

1. Delete clause 27, Parental Leave, of the Index, of the award published 31 May 2002 (333 I.G. 932), and insert in lieu thereof the following:

27. Parental Leave and Personal Carer's Leave
27.1 Parental Leave
27.2 Personal/Carer's Leave
27.3 Unpaid Leave for Family Purpose

2. Delete clause 27, Parental Leave, and insert in lieu thereof the following:

27. Parental Leave and Personal Carer's Leave

27.1 Parental Leave

See *Industrial Relations Act 1996*, as amended.

27.2 Personal Carers Leave

- (a) If you are a full time or part time employee, with responsibilities in relation to a class of person set out in clause 27.2 (c) (ii) who needs your care and support, you shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 30 of the award for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) You shall, if required, establish, either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) you being responsible for the care of the person concerned; and
- (ii) the person concerned being:
- (A) your spouse of the employee; or
- (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of yours; or

(D) a same sex partner who lives with you as the de facto partner of that employee on a bona fide domestic basis; or

(E) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:

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

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

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

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

27.3 Unpaid Leave for Family Purpose -

(a) You may elect, with the consent of Boral, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in clause 27.2 (c) (ii) who is ill.

3. Delete clause 28, Bereavement Leave, and insert in lieu thereof the following:

28. Bereavement Leave

28.1 Entitlement:

You shall be entitled to up to three days' bereavement leave without deduction of pay on each occasion of the death of a person prescribed in clause 27.2 (c) (ii), subject to the following:

28.1.1 Notification

You must notify Boral as soon as practicable of the intention to take bereavement leave and will, if required by Boral, provide to the satisfaction of Boral proof of death.

28.1.2 Responsibility For Care

Bereavement leave shall be available to you in respect to the death of a person prescribed for the purposes of Personal/Carer's leave in clause 27.2 (c) (ii), provided that for the purposes of bereavement leave, you need not have been responsible for the care of the person concerned.

28.1.3 Bereavement Leave Not When Other Leave Granted

You shall not be entitled to bereavement leave under this clause during any period in respect of which you have been granted other leave.

28.1.4 Bereavement Leave In Conjunction With Other Leave

Bereavement leave may be taken in conjunction with other leave available under this award. In determining such a request Boral will give consideration to your circumstances and the reasonable operational requirements of the quarry.

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

PART B

MONETARY RATES

Table 1 - Rates Of Pay

Subject to this award, you shall be paid in accordance with the following table of rates from the first full pay period to commence on or after 1 November 2004:

Grade	Description	Weekly Wage \$
Grade 1	Trainee	631.28
Grade 2	Attendant	643.08
Grade 3	Advanced Attendant	688.71
Grade 4	Operator	728.38
Grade 5	Skilled Operator	743.05
Grade 6	Advanced Operator	756.64
Grade 7	Special Class Operator	768.11
Tradesperson 1	Tradesperson - Electrical/Mechanical	756.61
Tradesperson 2	Tradesperson - Electrical/Mechanical (experienced)	787.72
Tradesperson 3	Tradesperson - Special Class	792.41
Tradesperson 4	Tradesperson - Special Class (experienced)	823.43
Tradesperson 5	Advanced Electronics	877.43

Notation:

The rates in Table 1 above include and consume the "Industry Disability" allowance and the "Inclement Weather" allowance. Accordingly, the rates in Table 1 above compensate you for working in the open in quarries and thereby being subject to climatic conditions such as dust blowing in the wind, sloppy and muddy conditions and the lack of usual amenities associated with factory work, etc. and for the additional disabilities of being required to work when exposed to inclement weather and for working in isolated and underdeveloped locations: "inclement weather" means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.

Table 2 - Other Rates And Allowances

The following allowances shall apply from the first full pay period to commence on or after 1 November 2004.

Item No.	Clause No.	Brief Description	Amount \$
1	36.1 (a) (iii)	In Charge of Plant	13.88 per week
2	12.2	Leading Hand Allowances 2 to 5	20.44 per week
3	12.2	6 to 10	29.06 per week
4	12.2	11 to 20	41.12 per week
5	12.2	More than 20	52.45 per week
6	36.1 (b)	Confined Space	0.60 per hour
7	15.1	Tools	14.92 per week

8	16.1	First Aid Allowance	2.06 per day
9	33.1	Motor Vehicle Allowance	0.58 per km
10	35.1	Transport not Available	6.75 per day
11	23.6	Meal Allowance	12.41
12	36.1 (a) (i)	Assessor	25.48 per week
13	36.1 (a) (ii)	NATA	25.48 per week
14	9.1 (b)	Competency	5.38 per week

5. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 2 December 2004.

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

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

RUBBER WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1796 of 2004)

Before The Honourable Mr Deputy President Harrison

6 December 2004

REVIEWED AWARD

1. Delete the arrangement of the award published 13 July 2001 (326 I.G. 99) and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Interpretation
4.	Contract of Employment
5.	Stand Down Provisions
6.	Part-time Employment
7.	Grievance and Disputes Procedure
8.	Wages
9.	State Wage Case Adjustments
10.	Delineation of Warehousing and Manufacturing/ Production Streams
11.	Superannuation
12.	Training
13.	Junior Rates
14.	Special Rates
15.	First-Aid Attendant
16.	Shift Rates
17.	Mixed Functions
18.	Hours of Duty
19.	Maximum Number of Hours
20.	Rest Time
21.	Washing Time
22.	Travelling Time Allowance and Board
23.	Motor Vehicle Allowance
24.	Overtime
25.	Meals
26.	Holiday and Sunday Work
27.	Sick Leave
28.	Personal/Carer's Leave
29.	Bereavement Leave
30.	Blood Donors
31.	Jury Service
32.	Accident Pay
33.	Annual Leave
34.	Long Service Leave
35.	Parental Leave
36.	Payment of Wages
36A.	Deduction and Remittance of Union Membership Fees

37. Record of Time Book
38. Junior Workers
39. Tools of Trade
40. Protective Clothing
41. Union Business
42. Union Officials
43. Shop Stewards
44. Notice Boards
45. Waterproof Garments
46. Redundancy
47. Enterprise Agreement
48. Structural Efficiency
49. Anti-Discrimination
50. Area, Incidence and Duration

Appendix A - Wage Rates (Adults)

Appendix B - Allowances/Special Rates

2. Delete the reference to a Board of Reference in paragraph (g)(ii) of clause 4, Contract of Employment, and insert in lieu thereof the following:

the Industrial Relations Commission of New South Wales

3. Delete the title of clause 9, Arbitrated Safety Net Adjustments, and insert in lieu thereof the following:

9. State Wage Case Adjustments

4. Delete subclause (i) of clause 10, Delineation of Warehousing and Manufacturing /Production Streams, and insert in lieu thereof the following:

- (i) An employee shall fall within either the warehousing or manufacturing/production stream by reference to the principal nature of the function performed. An employee principally performing stores-related duties in or incidental to manufacturing/production shall fall within the manufacturing/production stream. An employee principally performing stores-related duties in or incidental to a warehouse shall fall within the warehousing stream.

5. Delete the word "programme" wherever it appears in clause 12, Training, and insert in lieu thereof the following:

program

6. Delete the word "its" in paragraph (d)(i) of the said clause 12 and insert in lieu thereof the following:

it

7. Delete paragraph (d)(ii) of the said clause 12 and insert in lieu thereof the following:

- (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure; provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

8. Delete the reference to the Rubber, Plastic and Cable Making Industry (General) Award 1996 in subclause (e) of the said clause 12 and insert in lieu thereof the following:

Rubber, Plastic and Cable Making Industry (General) Award 1998

9. Delete the first reference to Item 8 in subclause (e) of clause 14, Special Rates, and insert in lieu thereof the following:

Item 7

10. Delete the content of subclause (c) of clause 15, First-Aid Attendant, and insert in lieu thereof the following:

- (c) An employer shall be bound by the requirements of New South Wales legislation concerning the provisions of a first-aid kit and such legislation shall be deemed to be part of this award for the purposes of this clause.

11. Delete paragraph (e)(iii) of clause 16, Shift Rates, and insert in lieu thereof the following:

- (iii) on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one-third of his/her time off night shift in each three shift cycle,

shall, during such engagement period or cycle, be paid at the rate of 30 per cent additional to his/her ordinary rate for all time worked during ordinary working hours.

12. Delete the reference to subclause (c) in clause 21, Washing Time, and insert in lieu thereof the following:

subclause (b)

13. Delete the reference to the Eight Hour Day in subclause (a) of clause 26, Holiday and Sunday Work, and insert in lieu thereof the following:

Labour Day

14. Delete the reference to subclause (h) in subclause (b) of the said clause 26 and insert in lieu thereof the following:

subclause (i)

15. Delete the words "through no fault of the employer" in the first paragraph of subclause (1) of clause 33, Annual Leave, and insert in lieu thereof the following:

through no fault of the employee

16. Delete subclause (f) of clause 36, Payment of Wages, and insert in lieu thereof the following:

- (f) Transitional Period

(1) Absences from Duty

- (i) An employee whose ordinary hours are arranged in accordance with clause 18, Hours of Duty, and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave, or jury service) shall, for each day he/she is so absent, lose average pay for that day calculated by dividing his/her average weekly wage rate by 5.

An employee who is so absent from duty for part of a day shall lose average pay for each hour he/she is absent by dividing his/her average daily pay rate by 8.

- (ii) Provided that, when such an employee is absent from duty for a whole day, he/she will not accrue a "credit" because he/she would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he/she would otherwise have been paid. Consequently, during the week of the work cycle he/she is to work less than 38 ordinary hours, he/she will not be entitled to average for that week. In that week, the average pay will be reduced by the amount of the "credit" he/she does not accrue for each whole day during the work cycle he/she is absent.

The amount by which an employee's average weekly pay will be reduced when he/she is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) is to be calculated as follows:

$$\text{Total of "credits" not accrued during cycle} \quad \times \quad \frac{\text{average weekly pay}}{38}$$

Examples:

(An employee's ordinary hours are arranged so that he/she works 8 ordinary hours on 5 days of each week or 3 weeks and 8 ordinary hours on four days of the fourth week.)

- 1. Employee takes one day off without authorisation in 1st week of cycle -

Week of Cycle	Payment
1st week	= average weekly pay less one day's pay (i.e. 1/5th)
2nd and 3rd weeks	= average weekly pay each week
4th week	= average weekly pay less credit not accrued on day of absence = average pay less 0.4 hours x $\frac{\text{average weekly pay}}{38}$

- 2. Employee takes each of the 4 days off without authorisation in 4th week of cycle -

Week of Cycle	Payment
1st, 2nd and 3rd weeks	= average pay each week
4th week	= average pay less 4/5ths of average pay for the four days absent less total of credits not accrued that week = 1/5th average pay less 4 x 0.4 hours x $\frac{\text{average weekly pay}}{38}$ = 1/5th average weekly pay less 1.6 hours x $\frac{\text{average weekly pay}}{38}$

(2) Alternative Methods of Payment

- (i) Provided that, in the case of an employee who prior to 15 December 1982 was working less than ordinary hours each week and who was paid by a different method from that provided for in subclauses (b) and (c) of this clause, such method may be continued.
- (ii) Provided further that, where the employer and the majority of employees concerned agree, an alternative method of paying wages to that provided in subclauses (b) and (c) of this clause may be introduced.

(3) Calculation of Hourly Rate

Except as provided in clause 7, Part-time Employment, of this award and in paragraph (1) of this subclause, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

17. Delete subclause (b) of clause 40, Protective Clothing, and insert in lieu thereof the following
 - (b) Persons engaged on carbon black operations who are entitled to the special rate prescribed by subclause (b) of clause 14, Special Rates, shall be supplied with two sets of overalls per year. Provided that an employer in lieu of providing overalls may pay an overalls allowance as set out at Item 13 of Appendix B to this award for each day in respect of which the employee is entitled to the special rate.
18. Delete the references to the Department of Social Security wherever they appear in paragraph (iv)(f) of clause 46, Redundancy, and insert in lieu thereof the following:

Centrelink

19. Delete clause 47, Enterprise Agreements, and insert in lieu thereof the following:

47. Enterprise Agreements

Refer to the Enterprise Arrangements Principle of the Wage Fixing Principles of the State Wage Case.

20. Delete subclause (d) of clause 50, Area, Incidence and Duration, and replace with the following:
 - (d) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 December 2004.
21. Delete Schedules A and B.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(421)

SERIAL C3457

LAUNDRY EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4576 of 2004)

Before The Honourable Mr Deputy President Harrison

6 December 2004

REVIEWED AWARD

1. Delete the reference to clause 1, Part-time Employees, appearing in subclause (iii) of clause 2, Hours, of the award published 8 February 2002 (331 I.G. 63) and insert in lieu thereof the following:

clause 11, Part-time Employees
2. Delete subclause (v) of clause 3, Shift Work, and insert in lieu thereof the following:

(v) Shift workers, whilst employed on afternoon shift, shall be paid for such shift worked at 15 per cent more than the ordinary rates contained in clause 4, Rates of Pay.
3. Delete the reference to the *Occupational Health and Safety Act* 1983 appearing in subclause (iii) of clause 9, Utilisation of Skills, and insert in lieu thereof the following:

Occupational Health and Safety Act 2000
4. Delete the reference to the *Factories Shops and Industries Act* 1962 appearing in clause 31, General Conditions, and insert in lieu thereof the following:

Shops and Industries Act 1962
5. Delete the reference to the Occupational Health and Safety (First-Aid) Regulation 1989 appearing in subclause (i) of clause 32, First-Aid, and insert in lieu thereof the following:

Occupational Health and Safety Regulation 2001
6. Delete the reference to the Commonwealth Employment Service appearing in paragraph(iv)(f) of clause 36, Redundancy and Technological Change, and insert in lieu thereof the following:

Centrelink
7. Delete subclause (iv) of clause 39, Area, Incidence and Duration, and insert in lieu thereof the following:

(iv) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 December 2004.

R. W. HARRISON *D.P.*

(649)

SERIAL C3451

TANNING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4566 of 2004)

Before The Honourable Mr Deputy President Harrison

6 December 2004

REVIEWED AWARD

1. Delete clause 1, Arrangement, of the award published 8 February 2002 (331 I.G. 157) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
------------	----------------

PART A

- | | |
|------|--|
| 1. | Arrangement |
| 2. | Definitions |
| 3. | Contract of Employment |
| 4. | Wages |
| 5. | Wage Groups |
| 6. | Mixed Functions |
| 7. | Sunday and Holiday Rates |
| 8. | Supported Wage |
| 9. | Hours of Work |
| 10. | Implementation of 38-Hour Week |
| 11. | Meal Breaks and Rest Periods |
| 12. | Overtime |
| 13. | Shift Work |
| 14. | Special Rates |
| 15. | Washing Time |
| 16. | Tools of Trade and Damage to Clothing |
| 17. | Formaldehyde and/or Corrosive Chemicals |
| 18. | Holidays |
| 19. | Sick Leave |
| 20. | Personal/Carer's Leave |
| 21. | Annual Leave |
| 22. | Parental Leave |
| 23. | Long Service Leave |
| 24. | Bereavement Leave |
| 25. | Jury Service |
| 26. | Payment of Wage |
| 26A. | Union Dues |
| 27. | Payment for Piece Work and Task Work |
| 28. | Time and Wages Records |
| 29. | Right of Entry of Union Officials |
| 30. | Breaches of the Award |
| 31. | Union Delegates and Notice Board |
| 32. | Union Business |
| 33. | Trade Union Training Leave |
| 34. | Accident Pay |
| 35. | Redundancy |
| 36. | Superannuation |
| 37. | Grievance and Disputes Procedure |
| 38. | Anti Discrimination |
| 39. | Basis of Award and Leave Reserved to Apply |

40. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. Insert after the words "Japan Shop" in the first sentence of subclause (xii) of clause 2, Definitions, the following new words:

Bark and Extract Department

3. Delete the reference to paragraph (a) appearing in subparagraph (iv)(a)(2) of clause 3, Contract of Employment, and insert in lieu thereof the following:

subparagraph (1)

4. Delete the reference to subclause (v) appearing in paragraph (iv)(g) of the said clause 3 and insert in lieu thereof the following:

subclause (iv)

5. Delete the reference to subclause (ii) appearing in subclause (vi) of clause 4, Wages, and insert in lieu thereof the following:

subclause (i)

6. Delete the words "the said Table 2" appearing in subclause (vii) of the said clause 4 and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances, of Part B, Monetary Rates

7. Delete the words "Shedmen, Yardmen" appearing in the list of duties under Group 2 in subclause (b) of clause 5, Wage Groups, and insert in lieu thereof the following:

Shedperson, Yardperson

8. Delete the reference to subclause (d) appearing in the table in subclause (iii) of clause 8, Supported Wage, and insert in lieu thereof the following:

subclause (iv)

9. Delete the word "trail" appearing in paragraph (ix)(e) of the said clause 8 and insert in lieu thereof the following:

trial

10. Delete the words "shop delegate" appearing in subclause (i) of clause 11, Meal Breaks and Rest Periods, and insert in lieu thereof the following:

union delegate

11. Insert after the words "Hours of Work" appearing in the second paragraph of subclause (i) of clause 12, the following new word:

and

12. Delete subclause (vii) of the said 12 and renumber the following subclauses accordingly.
13. Delete the words "and or before midnight" appearing in the first sentence of subclause (i) of clause 13, Shift Work, and insert in lieu thereof the following:

and at or before midnight

14. Delete the reference to subclause (iv) appearing in paragraph (vii)(b) of the said clause 13 and insert in lieu thereof the following:

subclause (iii)

15. Delete clause 20, Personal Carer's Leave Case, and insert in lieu thereof the following:

20. Personal/Carer's Leave

(i) Use of Sick Leave

(a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 19, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

(b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

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

(1) the employee being responsible for the care of the person concerned; and

(2) the person concerned being:

(A) a spouse of the employee; or

(B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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

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

(E) a relative of the employee who is a member of the same household, where for purposes of this subparagraph:

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

2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (ii) Unpaid Leave for Family Purposes
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (1) of paragraph (c) of subclause (i) who is ill.
- (iii) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be inclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences, until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within the 12 months of the said election.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off
- (a) An employee on shift work may elect, with the consent of the employer, to take a rostered day off at any time.

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

16. Delete subclause (vi) of clause 21, Annual Leave, and insert in lieu thereof the following:

- (vi) Payment of Wages - An employee, before going on leave, shall be paid the amount of wages the employee would have received in respect of ordinary time the employee would have worked had the employee not been on leave during the relevant period.

For the purpose of this subclause, wages to be received for annual leave shall be calculated as follows:

- (a) At the rate applicable to the employee as prescribed by subclauses (i), (vi) and (viii) of clause 4, Wages, and clause 8, Supported Wage; and
- (b) At the rate prescribed by clause 13, Shift Work, according to the roster or projected roster; and
- (c) At any additional rate to which the employee is otherwise entitled in accordance with the contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reason as or is paid in lieu of these payments prescribed by clauses 14, Special Rates, and 12, Overtime, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.
- (d) In the case of an employee carrying out work under any scheme of payment by results, whether in accordance with clause 27, Payment for Piece Work and Task Work, or otherwise, at the rate which is the weekly average of payments made to the employee under such scheme for the period actually worked by the employee during ordinary hours during the last three-monthly period in respect of which such payments have been calculated prior to the time of going on leave or termination of employment as the case may be, or, if the employee has worked under such scheme for a lesser period immediately prior to going on leave, at the rate which is the weekly average of payments made during such lesser period.
- (e) At the rate payable pursuant to clause 6, Mixed Functions, calculated on a daily basis which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.

17. Delete paragraph (x)(b) of the said clause 21 and insert in lieu thereof the following:

- (b) In calculating a period of 12 months' continuous service:
 - (1) Any annual leave therein; and
 - (2) Any absence of any kind mentioned in subparagraphs (1), (2) and (5) of paragraph (a) of this subclause, counted as part of such period.

- (3) In respect of absences of the kind mentioned in subparagraphs (3) and (4) of paragraph (a) of this subclause, the employee shall serve such additional period as part of the qualification for annual leave as will equal the period of such absence.
- (4)
- (i) Any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer, during the absence of within 14 days of the termination of the absence, has notified the employee in writing that such absence will be regarded as having broken the continuity of service.
- (ii) Where an employee has been absent from employment and the employer has notified the employee that such absence is regarded as a break in the continuity of service, the employee may, within 14 days of such notification from the employer, appeal to the Industrial Committee against such notification of the employer.

18. Delete the reference to subclause (xi) appearing in paragraph (xiii)(f) of the said clause 21 and insert in lieu thereof the following:

subclause (ix)

19. Delete clause 24, Bereavement Leave, and insert in lieu thereof the following:

24. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days' bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed by subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer, proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 20, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 20. In determining such a request the employer will give consideration to the consideration to the circumstances of the employee and the reasonable operational requirements of the business.
20. Renumber paragraphs (i), (ii) and (iii) of subclause (viii) clause 26A, Union Dues, to read as paragraphs (a), (b) and (c) respectively.
21. Delete the words "shop delegates" wherever they appear in clause 31, Shop Delegates and Notice Board, and insert in lieu thereof the following:
- union delegates
22. Delete the word "he" appearing in subclause (vi) of clause 34, Accident Pay, and insert in lieu thereof the following:

he/she

23. Renumber the second subclause (iv), Severance Pay, and subclause (v), Procedures Relating to Grievances, of clause 35, Redundancy, to read as subclauses (v) and (vi) respectively.
24. Delete the reference to clause 37, Disputes Resolution, appearing in the said subclause (vi) and insert in lieu thereof the following:

clause 37, Grievance and Dispute Procedure
25. Delete clause 36, Superannuation, and insert in lieu thereof the following:

36. Superannuation

The subject of superannuation is dealt with extensively by Federal legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993*, and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

(i) Definitions

In this award, unless the contrary intention appears:

- (a) "The Fund" shall mean the Australian Retirement Fund (ARF), established and governed by a Declaration of Trust dated 11 July 1986, as amended from time to time.
- (b) "The Union" shall mean The Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.
- (c) "Ordinary Pay" shall include the classification rates, over-award payments and shift loadings.
- (d) "Employee" means an employee other than an employee specifically told on engagement that the employee is to be employed as a casual.

(ii) Eligibility of Employees

An employee shall be eligible for membership of the Fund on the first day of the calendar month following completion of two calendar months' employment.

(iii) Eligibility of Employers

Employers bound by this award shall become parties to the Fund upon the acceptance by the Trustee of the Fund of an application to become a participating employer of the Fund, duly signed by the employer and the Trustee.

(iv) Contributions

- (a) On behalf of each employee member of the Fund each employer shall pay to the Trustee of the Fund contributions as specified in Item 12 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (b) Contributions shall be made in respect of each completed week of service for which an employee is a member of the Fund.

- (c) Upon an employee being admitted as a member of the Fund the employer shall pay to the Trustee of the Fund appropriate contributions for the previous calendar month.
- (d) A pro rata deduction shall be made from the weekly contribution for each complete day an employee is absent from work without authorisation or on unpaid leave.
- (e) The obligation of the employer to contribute to the Fund in respect of an employee shall cease on the last full week of such employee's employment with the employer.
26. Delete reference to the Tanning Industry Award, 1999 in subclause (i) of clause 39, Basis of Award and Leave Reserved to Apply, and insert in lieu thereof the following:
- Tanning Industry Award 1999
27. Delete the third paragraph of clause 40, Area, Incidence and Duration, and insert in lieu thereof the following:
- The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 December 2004.
28. Delete the words "Industry Allowance" in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:
- Industry Loading
29. Delete the reference to 36(D)(i) in the column titled "Clause No." at Item 12 of the said Table 2 and insert in lieu thereof the following:
- 36(iv)(a)

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1143)

SERIAL C3456

**NUNGERA COOPERATIVE SOCIETY LIMITED (STATE) CONSENT
AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4575 of 2004)

Before The Honourable Mr Deputy President Harrison

6 December 2004

REVIEWED AWARD

1. Delete subclause (a), of clause 11, Long Service Leave, of the award published 31 May 2002 (333 I.G. 1030), and insert in lieu hereof the following:

(a) See Long Service Leave Act 1955.

2. Delete subclause (b), of clause 20, First Aid, and insert in lieu hereof the following:

(b) The Employer shall provide and maintain first-aid equipment and facilities in accordance with the occupational Health and Safety Regulation 2001, and any amendments thereto.

3. Delete the reference to "Anti-Discrimination Act 1997" wherever appearing in clause 22, Anti-Discrimination, and insert in lieu hereof the following:

Anti-Discrimination Act 1977.

4. Delete clause 30, Occupational Health and Safety, and insert in lieu hereof the following:

30. Occupational Health and Safety

The *Occupational Health and Safety Act 2000* shall be complied with and all employees shall be made aware of their obligations and rights under the Act.

5. Delete the fourth paragraph of clause 33, Area, Incidence and Duration, and insert in lieu hereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 6 December 2004.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(520)

SERIAL C3464

PASTRYCOOKS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4608 of 2004)

Before The Honourable Mr Deputy President Harrison

6 December 2004

REVIEWED AWARD

1. Delete subclause (iv), of clause 3, Definitions, of the award published 8 March 2002 (331 I.G. 1304), and insert in lieu thereof the following:
 - (iv) Tradesperson - means a person who has (a) completed an indenture as an apprentice pastry cook or (b) received a certificate of recognition from the Vocational Training Board under the *Apprenticeship and Traineeship Act 2001*.
2. Delete subclause (iv) of clause 8, Payment of Wages, and insert in lieu thereof the following:
 - (iv) Pay Slips: Refer to section 123 of the *Industrial Relations Act 1996* and clause 7 of the Industrial Relations General Regulation.
3. Delete subclause (vi), of clause 9, Leave, and insert in lieu thereof the following:
 - (vi) Workers' Compensation and Rehabilitation - See: *Workers' Compensation Act 1987* and the *Workplace Injury Management and Workers' Compensation Act 1998*.
4. Delete clause 15, Limitation of Weights, and insert in lieu thereof the following:

15. Limitation of Weights

Refer to the Occupational Health and Safety Regulation 2001.

5. Delete paragraph (iv) (g), of clause 17, Redundancy, and insert in lieu thereof the following:
 - (g) Centrelink Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
6. Delete clause 19, Right of Entry and Inspection, and insert in lieu thereof the following:

19. Right of Entry and Inspection

See Chapter 5 Part 7 of the *Industrial Relations Act 1996* and Divisions 2 and 3, Part 5 of the *Occupational Health and Safety Act 2000*.

7. Delete subclause (d), of clause 21, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) are set out in the attached Schedule B and take effect on 6 December 2004.
8. Delete subclause (i), Adults, of clause 1, Minimum Award Wage Rate, of Appendix 1 - Industry (Not Elsewhere Specified), of Part 2 - Special Enterprise and Industry Provisions, and insert in lieu thereof the following:
 - (i) Adults - Any employee 21 years of age or over shall be paid not less than the rates of pay set out opposite the classification which the employee is allocated by the employer under the heading, Minimum Award Wage Rate.

Classification	Former Award Wage Rate (Per Week) 6 October 2002 \$	Minimum Award Wage Rate (Per Week) 6 October 2003 \$
Foreperson/Supervisor	517.10	534.10
Baking Tradesperson	493.50	510.50
Pastry Group 1, 2 and 3 where only one employed	493.50	510.50
Pastry Cook Group 1, 2 and 3 - employed ornamenting	491.50	508.50
Pastry Cook - Group 1	489.10	506.10
Pastry Cook - Group 2	462.90	479.90
Head Packer - Group 1	501.30	518.30
Stackerperson (Licensed)	469.90	486.90
Motor Van Driver	453.50	470.50
Packer Group 1	448.80	465.80
Assistant Group 1	450.80	467.80
Assistant Group 2	445.00	462.00
Assistant Group 3	440.40	457.40

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1610)

SERIAL C3458

AWU TRAINING WAGE (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4577 of 2004)

Before The Honourable Mr Deputy President Harrison

6 December 2004

REVIEWED AWARD

1. Delete subclauses (j), (k) and (l) of clause 6, Employment Conditions, of the award published 5 April 2002 (332 I.G. 522) and insert in lieu thereof the following:

- (j) A part-time Trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time Trainee. All the provisions of this award shall apply to part-time Trainees except as specified in this clause.
- (k) A part-time Trainee may, by agreement, transfer from a part-time to a full-time Traineeship position should one become available.
- (l) The minimum daily engagement periods applying to part-time employees, specified in the Parent Award(s), shall also be applicable to part-time Trainees. Where there is no provision for a minimum daily engagement period in the Parent Award(s) or other industrial instrument(s) applying to part-time employees, then the minimum start per occasion shall be 3 continuous hours, except in cases where it is agreed that there shall be a start of 2 continuous hours, on 2 or more days per week, provided that:
 - (i) a 2-hour start is sought by the employee to accommodate the employee's personal circumstances; or
 - (ii) the place of work is within a distance of 5km from the employee's place of residence.

2. Delete subclauses (a), (g), (h), (i) and (j) of clause 7, Wages, and insert in lieu thereof the following:

(a) The weekly wages payable to full-time Trainees shall be as follows:

Industry/Skill Level A	Table 1
Industry/Skill Level B	Table 2
Industry Skill Level C	Table 3
School-Based Trainees	Table 4

- (g) This clause shall apply to Trainees who undertake a Traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time Trainee.
- (h) Table 5 - Hourly Rates for Trainees Who Have Left School, and Table 6 - Hourly Rates for School-based Traineeships, of Part B, Monetary Rates, are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38-hour week.
- (i) The hours for which payment shall be made are determined as follows:
 - (i) Where the approved training for a Traineeship (including a school-based Traineeship) is provided off-the-job by a registered training organisation, for example, at school or at TAFE, these rates shall apply only to the total hours worked by the part-time Trainee on-the-job.
 - (ii) Where the approved training is undertaken on the job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full-time Traineeship):

- (1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20% shall be deducted.
- (2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20% shall be deducted.

Note:

20% is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full-time Traineeships.

- (iii) Where the normal full-time weekly hours are not 38, the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.
- (j) For Traineeships not covered by subclause (h) above, the following formula for the calculation of wage rates shall apply:

The wage rate shall be pro rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the Traineeship which may also be varied on the basis of the following formula:

$$\text{Wage} = \text{Full-time wage rate} \times \text{Trainee hours} - \frac{\text{Average weekly training time}}{30.4^*}$$

*Note:

30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time Trainees (i.e. 20%). A pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary full-time hours. For example, where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (i) "Full-time wage rate" means the appropriate rate as set out in Table 1 - Industry/Skill Level A, Table 2 - Industry Skill Level B, Table 3 - Industry/Skill Level C and Table 4 - School-Based Traineeships, of Part B, Monetary Rates.
- (ii) "Trainee hours" shall be the hours worked per week including the time spent in Structured Training. For the purposes of this definition the time spent in Structured Training may be taken as an average for that particular year of the Traineeship.
- (iii) "Average weekly training time" is based upon the length of the Traineeship specified in the Training Contract as follows:

$$\text{Average Weekly Training Time} = \frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

Note 1:

7.6 in the above formula represents the average weekly training time for a full-time Trainee whose ordinary hours are 38 per week. A pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary time hours. For example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2:

The Crown Employees (Public Service Training Wage) Award 2000, and any proper successor industrial instruments to that award, are exempted from the coverage of this award.

This award shall take effect from the beginning of the first pay period to commence on or after 13 December 2001 and shall have a nominal term of 12 months.

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect from 6 December 2004.

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

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(807)

SERIAL C3467

**TRANSPORT INDUSTRY - QUARRIED MATERIALS (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4597 of 2004)

Before The Honourable Mr Deputy President Harrison

6 December 2004

REVIEWED AWARD

1. Delete the word "ex" appearing in subclause 4.1, of clause 4, Anti-Discrimination, of the award published 24 August 2001 (327 I.G. 39), and insert in lieu thereof the following:

sex
2. Delete subclause 4.4, of clause 4, Anti-Discrimination, and insert in lieu thereof the following:
 - 4.4 Nothing in this clause is to be taken to affect:
 - 4.4 (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 4.4 (b) offering or providing junior rates of pay to persons under 21 years of age;
 - 4.4 (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
 - 4.4 (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
3. Delete subclause 5.3, of clause 5, Area, Incidence and Duration, and insert in lieu thereof the following:
 - 5.3 The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 6 December 2004.
4. Delete clause 6, Definitions, and insert in lieu thereof the following:
 - 6.1 "The Act" shall mean the *Industrial Relations Act 1996*, as amended.
 - 6.2 "Aggregate Mass" shall mean the total weight of a loaded vehicle.
 - 6.3 "Articulated Truck" shall mean a motor propelled vehicle used for the conveyance of material and comprising two separate units, viz., a tractor and a semi-trailer.
 - 6.4 "Award" shall mean the Transport Industry - Quarried Materials (State) Award.
 - 6.5 "B-Double Combination Vehicle" shall mean a combination vehicle which consists of a prime mover hauling two semi-trailers, where the second semi-trailer is mounted on a turntable coupling located at the rear of the first semi-trailer.
 - 6.6 "Casual employee" shall mean an employee engaged by the day and paid by the day or at the conclusion of the casual employment.
 - 6.7 "Double time" shall mean the employee's ordinary rate of pay plus 100 per cent.

- 6.8 "Driver" shall mean any person engaged to drive or control any type of vehicle specified in this award irrespective of other duties. This definition shall not exclude other duties ordinarily performed by a driver.
- 6.9 "Leading Hand" shall mean an employee who, in addition to other duties, is required to direct the work and/or conduct, during working hours, of other employees.
- 6.10 "Ordinary rate" shall mean the employee's ordinary time rate of pay, which the employee is entitled to receive for work performed in ordinary working hours.
- 6.11 "Other Agreed Starting Place" shall mean a place, other than the Depot at which it is agreed between the employer and the employees affected such employees will be in attendance at the time or times fixed ready to commence work in ordinary working hours. Upon such agreement having been reached between the employer and the employees, as aforesaid, the employer shall forthwith notify the branch or sub-branch secretary of the union of the location of such other agreed starting place.
- 6.12 "Quarried Materials &c." shall mean any material and or by-product of any material, excluding coal and coal-related products, which has been removed from a quarry, a sand pit, or a mine, provided that such material is for use in manufacturing or construction purposes. Quarried materials shall also mean slag and slag by-products, excluding coal-slag products.
- 6.13 "Time and one-half" shall mean the employee's ordinary rate of pay plus 50 per cent.
- 6.14 "Trailer" shall mean a vehicle, not having its own motive power, attached by means of a draw bar to a truck and hauled behind such truck.
- 6.15 "Truck" shall mean a motor propelled vehicle used for the conveyance of material.
- 6.16 "Union" shall mean the Transport Workers' Union of Australia, New South Wales Branch.
- 6.17 "Year" shall mean the period from 1st July to 30 June next following.
5. Delete clause 8, Hours of Employment, and insert in lieu thereof the following:

8. Hours of Employment

- 8.1 The ordinary hours of work shall be an average of 38 per week (exclusive of meal breaks) to be worked on one of the following bases:
- (a) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (d) 152 hours within a work cycle not exceeding 28 consecutive days; or
 - (e) 304 hours within a work cycle not exceeding 56 consecutive days.
- 8.2 The 38 ordinary hours of work may with the agreement of the Union and the employees involved be worked in any of the following ways:
- (a) Five equal days per week; or
 - (b) Four equal days and one short day per week; or

- (c) Four equal days per week; or
- (d) Three equal days over five weeks and four equal days in the sixth week; or
- (e) Any other agreed method of implementation which may include an accrual system for a rostered day off to a pattern determined by the employer with up to five days of accrual.

8.3 The ordinary hours of work shall not exceed 8 hours per day, exclusive of meal breaks, on any day Monday to Friday between the hours of 6.30 am and 5.30 pm, provided that:

- (a) Employees may be rostered to work five days within a six day spread Monday to Saturday inclusive, with two consecutive days off and with all work on Saturday being subject to a penalty of 50%, and
- (b) Employees may be rostered to work five days within a seven day spread Monday to Sunday inclusive, with two consecutive days off and with all work on Sunday being subject to a penalty of 75%.

All overtime worked subsequent to a rostered day on a Saturday or Sunday shall be paid at the rate of double time.

8.4 Commencing and Finishing Times

Within the limits prescribed herein before, the employer shall fix the time and place at which each employee shall be in attendance at the yard, depot, garage or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed. Work in ordinary working hours shall be deemed to have finished, for those employees in attendance, when a period of eight hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.

The employer may only alter the time and place fixed in accordance with 8.1, above, by notice posted for 7 days at the yard, depot, garage or other agreed starting place. In cases of emergency such time or place may be altered on shorter notice by agreement with the employee or employees affected provided that notification of such alteration is given at the time to an authorised official of the union.

8.5 Permanent Part-Time Employees

Employees may be engaged to work regular days and regular hours less than 38 per week, provided that:

The set weekly hours for such employees shall be determined upon engagement and thereafter not changed other than by agreement;

- (b) Notwithstanding (a) above, a minimum of three (3) days of six (6) consecutive hours shall be worked a week by such employees;
- (c) Such employees shall work day-work only and not shift work;
- (d) All work outside the set hours contracted for at engagement shall be paid at overtime penalty rates;
- (e) The spread of ordinary hours allowable for part-time employees shall be as set out in 8.2, and their rate of pay shall be calculated on the basis of an hourly rate equal to the weekly rate for the appropriate classification divided by 38;
- (f) The ratio of full-time employees to non-full-time employees (including casuals and permanent part-time employees) shall remain at 4:1; and

- (g) No current employee shall be forced to become a permanent part-time employee against the employee's will.
6. Delete subclause 11.6, of clause 11, Shift Work, and insert in lieu thereof the following:
- 11.6 Shift Work - Weekends and Public Holidays
- Shift workers rostered on a shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid as follows:
- (a) Saturday at the rate of time and a half.
- (b) Sunday at the rate of time and three-quarters.
- (c) Public Holidays at the rate of double time and a half.
- The penalty rates prescribed by this subclause for work on a Sunday or a public holiday shall be payable in lieu of the shift allowances prescribed in 11.5.
- Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.
7. Delete paragraph 11.8 (b), of clause 11, Shift Work, and insert in lieu thereof the following:
- (b) Leave is reserved for the parties to apply for a minimum period of engagement for casuals on shift work.
8. Delete the first paragraph of subclause 18.1, of clause 18, Meals, and insert in lieu thereof the following:
- 18.1 On the days Monday to Friday, inclusive, there shall be one unpaid break of not less than 30 minutes nor more than one (1) hour for lunch between the hours of 11 am and 2 pm.
9. Delete the word "employee" appearing in the second line of paragraph 18.2 (a), and insert in lieu thereof the following:
- employee's
10. Delete paragraph 21.8 (a), of clause 21, Payment of Wages, and insert in lieu thereof the following:
- 21.8
- (a) In the case of an employee whose services are terminated on a day other than a payday such employee Shall be paid all wages due either prior to or immediately upon cessation of work on the final day of the employee's employment.
11. Delete the reference to "Industrial Relations (General) Regulation 1996" appearing in subclause 21.9, of the said clause 21, and insert in lieu thereof the following:
- Industrial Relations (General) Regulation 2001
12. Delete subclause 26.2, of clause 26, Duties of Drivers, and insert in lieu thereof the following:
- 26.2 An employer may direct an employee to carry out such duties as are within an employee's limits of skill, competence and training.

13. Delete subclause 27.2, of clause 27, Public Holidays, and insert in lieu thereof the following:
- 27.2 An employee, other than a casual employee, whose services are terminated within seven (7) days of the commencement of any week in which one or more public holidays occur and who is re-engaged by the same employer within seven (7) days of the said week, shall be paid an ordinary day(s) pay for each public holiday so occurring at the rate prescribed for the class of work performed by the employee prior to termination.
14. Delete paragraph 28.2 (a), of clause 28, Sick Leave, and insert in lieu thereof the following:
- (a) Unless it is not reasonably practicable to do so (proof whereof shall be on the employee), before the ordinary starting time on the first day of absence, and in any event within twenty-four hours, the employee shall inform the employer of their inability to attend for duty and, as far as practicable, state the nature of the illness and the estimated duration of the absence.
15. Delete clause 29, Personal/Carers Leave, and insert in lieu thereof the following:

29. Personal/Carers Leave

29.1 Use of Sick Leave-

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (C), who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 28, Sick Leave for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employees shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 1. "relative" means a person related by blood, marriage or affinity;

2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that persons 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.

29.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (C) of subclause 29.1 who is ill.

29.3 Annual Leave

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

29.4 Time Off in Lieu of Payment for Overtime

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

29.5 Make-Up Time

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

29.6 Rostered Days Off

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

- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all-rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
16. Delete subparagraph 30.3 (a) (2), of clause 30, Annual Leave, and insert in lieu thereof the following:
- (2) Subject to subparagraph (4), of this paragraph, if during the year of the employee's employment the employee has served for only a portion of it as such seven-day shift worker - the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker.
17. Delete subclauses 32.3 and 32.5, of clause 32, Bereavement Leave, and insert in lieu thereof the following:
- 32.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (C)(2) of clause 29, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - 32.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 29.1, 29.2, 29.3, 29.4, 29.5 and 29.6 of the said clause 29. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements, of the business.
18. Delete subclause 33.1, of clause 33, Jury Service, and insert in lieu thereof the following:
- 33.1 An employee required to attend for jury service during ordinary hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - MIXED ENTERPRISES (STATE) SUPERANNUATION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4599 of 2004)

Before The Honourable Mr Deputy President Harrison

6 December 2004

REVIEWED AWARD

1. Delete subclause 3.1, of clause 3, Anti-Discrimination, of the award published 2 November 2001, and insert in lieu thereof the following:

3.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

2. Delete the reference "*Anti-Discrimination Act 1977*" wherever appearing in the said clause 3, and insert in lieu thereof the following:

Anti-Discrimination Act 1977

3. Delete subclause 4.3, of clause 4, Area, Incidence and Duration, and insert in lieu thereof the following:

4.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 6 December 2004.

This award was published 16 February 1990 (254 I.G 877), effective on and from 18 August 1989, with a nominal term of six months. It remains in force until varied or rescinded, the period for which it was made having already expired.

4. Delete the words "clause 5, definitions" wherever appearing in the award, and insert in lieu thereof the following:

clause 5, Definitions

5. Delete clause 8, Failure of Employer to Participate in a Fund, and insert in lieu thereof the following:

8. Failure of Employer to Participate in a Fund

Where an employer has failed to make application to participate in an approved fund, the employer shall make application to participate in such fund and upon acceptance by the Trustee shall make an initial contribution to such fund, in respect of each eligible employee, equivalent to the contributions which would have been payable under this award, had the employer application to participate in such fund been accepted by the Trustee prior to the operation of this award after which the employer shall then continue to make payments as prescribed by this award. Other than for back payment of contributions, the employee shall not be entitled to:

- (a) interest on contributions; and/or
- (b) death and disability cover,

until such time as the employer becomes a member of such fund that is the date of acceptance by the trustees.

6. Delete Schedule A of the award, and insert in lieu thereof the following:

SCHEDULE A

Award	Industrial Committee
<i>Transport Industry (State) Award</i> published 20 April 2000 (315 IG 192), as varied.	Transport Industry (State) <i>Industrial Committee</i>
<i>Transport Industry - Mixed Enterprises (Interim) State Award</i> published 23 November 2001 (329 I.G. 748) as varied.	Transport Industry Mixed Enterprises (State) <i>Industrial Committee</i>
<i>Transport Industry - Cash-in-Transit (State) Award</i> published 4 April 2003 (339 I.G. 63) , as varied. <i>Transport Industry - Petroleum &c., and Distribution (State) Award</i> published 24 August 2001(327 I.G. 62), as varied.	Transport Industry (State) <i>Industrial Committee</i> Transport Industry (State) <i>Industrial Committee</i>
<i>Transport Industry - Trade Waste (State) Award</i> , published 14 December 2001 (330 I.G. 299), as varied.	Transport Industry - Trade Waste (State) <i>Industrial Committee</i>
<i>Transport Industry - Wholesale Butchers (State) Award</i> published 11 May 2001 (324 I.G. 722), as varied. <i>Transport Industry - Wood and Coal (State) Award</i> , published 23 November 2001 (329 I.G.791) , as varied.	Transport Industry - Wholesale Butchers (State) <i>Industrial Committee</i> Carters, & c., Wood and Coal (State) <i>Industrial Committee</i>
<i>Ice Cream Carters and Van Salespersons (State) Award</i> published 8 December 2000, (320 I.G.1114) as varied.	Milk Treatment &c., and Distribution (State) <i>Industrial Committee</i>

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF PUBLIC WORKS AND SERVICES WAGES STAFF) AWARD 2002/2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1786 of 2004)

Before The Honourable Mr Deputy President Harrison

6 December 2004

REVIEWED AWARD

1. Delete the title of the Award published 1 March 2002 (331 I.G. 874) and insert in lieu thereof the following:

CROWN EMPLOYEES (DEPARTMENT OF COMMERCE) WAGES STAFF AWARD 2004

2. Delete subclauses (2) and (3), of clause 5, DPWS Staff Wages, and insert in lieu thereof the following:
- (2) Staff members required to hold trade certificates, or the equivalent, for the below-named trades shall be paid a Special Allowance for all purposes of this Award as follows:

	Rate per fortnight		
	Fppooa 1.1.2002 \$	Fppooa 1.1.2003 \$	Fppooa 1.7.2003 \$
Stonemason-carvers	87.50	91.00	95.60
Electricians	87.50	91.00	95.60
Electrical Instrument Fitter	79.70	82.90	87.10
Plumbers	13.80	14.40	15.10
Welder (Special)	13.80	14.40	15.10

These rates represent:

a 3% wage increase from the first pay period commencing on or after 1 January 2002

a 4% wage increase from the first pay period commencing on or after 1 January 2003

a 5% wage increase from the first pay period commencing on or after 1 July 2003.

- (3) Translation History

DPWS (Wages) Staff Level	Award Rate Per Fortnight			Previous Classification
	\$ 2002	\$ 1.1.2003	\$ 1.7.2003	
1	1203.50	1251.60	1314.20	Second Class Field Hand
1	1203.50	1251.60	1314.20	First Class Field Hand
2	1243.70	1293.40	1358.10	Construction Worker Group 1
2	1243.70	1293.40	1358.10	Transport Driver
2	1243.70	1293.40	1358.10	Special Class Field Hand
2	1243.70	1293.40	1358.10	Instrument Person
3	1277.70	1328.80	1395.20	Construction Worker Group 2
4	1308.20	1360.50	1428.50	Bricklayer) Carpenter/Joiner

				Painter
				Plasterer
				Stonemason
				Slater tiler
				Boilermaker
				Fitter
				Welder
4	1308.20	1360.50	1428.50	Plant Operator (CWP 39)
4	1308.20	1360.50	1428.50	Construction Worker Group 3
4	1322.20	1374.90	1443.60	Plumber
4	1322.20	1374.90	1443.60	Welder (Special)
4	1395.70	1451.50	1524.10	Stonemason/Carver
4	1395.70	1451.50	1524.10	Electrical Fitter/Mechanic
5	1381.70	1437.00	1508.90	Mechanical Tradesperson
5	1381.70	1437.00	1508.90	Ganger
5	1381.70	1437.00	1508.90	Filtration Plant Operator
5	1381.70	1437.00	1508.90	Plant Operator (CWP 43)
5	1461.40	1519.90	1596.00	Electrical Instrument Fitter
6	1438.90	1496.50	1571.30	
7	1504.50	1564.70	1642.90	
8	1569.90	1632.70	1714.30	
9	1648.40	1714.30	1800.00	Project Charge Hand
10	1771.60	1842.50	1934.60	Supervisory Charge Hand
		(after increment)		
11	1823.70	1896.60	1991.40	
12	1990.20	2069.80	2173.30	

Note: The above Wage Rates do not include Tool Allowance (where payable).

3. Delete clause 7, Rostered Days Off, and insert in lieu thereof the following:

7. Rostered Days Off

Rostered Day Off (RDO) provisions, as provided by Clause 2. Hours - Day Workers of the Crown Employees (Skilled Trades) Award shall apply to all staff members along with the following provisions of this clause.

The parties agree that staff members will be eligible to take their monthly rostered days off three weeks before or after the industry RDO. There will be appropriate arrangement and prior agreement between staff members and DPWS in determining rostered days off for staff members.

This will result in DPWS projects having adequate numbers of staff members on site to enable work to continue when the remaining days are taken. No more than three RDO's may be accrued in a twelve-month period.

There will be appropriate records kept of the date a staff member has their RDO and of RDO's banked and subsequently used. These records will be available for perusal by the staff member, on request.

4. Delete clause 13, Conditions of Employment, and insert in lieu thereof the following:

13. Conditions of Employment

In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to Wages staff members to simplify administration and provide consequent savings.

Specific conditions relating to:

Excess Fares and Travelling Time

Distant Work

Payment for Loss of Tools

Overtime

Tool Allowance

shall operate as provided by this clause.

(1) Excess Fares and Travelling Time

An allowance of \$16.10 per day, comprising of \$9.50 for excess fares and \$6.60 for excess travelling time, (including the Rostered Day Off) shall be paid to staff members to compensate for excess fares and travelling time to and from places of work, provided that:

- (a) only the travelling time component of the allowance shall be payable if DPWS provides, or offers to provide transport free of charge to the staff member and that offer is refused; and
- (b) the provisions of this subclause shall not apply to any staff member when required to commence and cease work at a workshop which is their regular place of employment

A staff member who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of DPWS, present for work at such site at the usual starting time, shall be paid this allowance for each such day.

Where a staff member is sent during working hours from a shop to a site, or a site to a shop, or from a shop to a shop, or from a site to a site, DPWS shall pay all travelling time and fares incurred in addition to the amounts DPWS may be liable to pay under this clause.

Where a staff member is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance of \$0.69 per kilometre.

The provisions of clause 15, Grievance and Dispute Settling Procedures, of this Award shall be used to resolve any problems concerning the operation of this clause.

The provisions of this subclause do not apply to staff members classified as DPWS Staff (Wages) Level 8 or above.

(2) Distant Work

The provisions of this clause apply only to staff members employed in non-metropolitan DPWS Regions. This clause does not apply to staff members employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.

For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the staff member should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that, if the staff member, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.

Provided further that after the expiration of four weeks this clause shall not apply to a staff member who is appointed to work as a regular staff member at a permanent workshop whilst working at such workshop.

While on Distant Work, a majority of staff members concerned and DPWS management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.

Providing that the staff members concerned and DPWS management will mutually agree, in accordance with DPWS convenience, whether additional time worked is taken as time off in-lieu of payment at ordinary rates at either:

the completion of the project; or

within three months of its being worked; or

is paid at ordinary rates.

A staff member engaged on Distant Work shall be conveyed with tools to and from at DPWS expense. Such conveyance shall be made only once unless the staff member is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to a staff member:

who leaves of their own free will; or

is dismissed for misconduct

before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.

Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no staff member shall be paid more than an ordinary day's wages for any day spent in travelling unless the staff member is on the same day occupied in working for DPWS. The staff member shall be paid also an amount of \$15.30 to cover the expenses, if any, of reaching home and of transporting tools.

On Distant Work DPWS shall provide reasonable board and lodging or pay an allowance of \$43.30 per day for each day residing away from the usual place of residence or \$303.00 per week of seven days but such allowance shall not be wages.

Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting, good heating, hot and cold running water in either a single room or a twin room if a single room is not available.

Where a staff member is engaged upon distant jobs and is required to reside elsewhere than on site, they shall be paid the fares and travelling time allowance prescribed by this clause.

A staff member on Distant Work, after three months' continuous service, and thereafter at three-monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided, however, that, if the work upon which the staff member is engaged will be completed within 28 days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.

The staff member shall inform DPWS in writing of subsequent change to the usual place of residence.

If DPWS and a staff member engaged on Distant Work agree in writing, the paid Rostered Day Off prescribed in the Award may be taken and paid for at a time mutually agreed. The agreement shall only apply for a paid day or days off work up to maximum accrual of five days.

In general terms, DPWS policy for staff members is that the provisions of the Distant Work clause apply where the work site is situated more than 95 kilometres from the Depot or Post Office of the town in which the staff member is based and the staff member lives away from home for the period of the job.

The only exceptions to this rule would be in rare cases, such as where road conditions or special circumstances make it unreasonable or uneconomic to apply. In such circumstances local DPWS management has discretion to apply Distant Work provisions on sites situated less than 95 kilometres from the Depot or Post Office, subject to written justification being recorded on the job file and signed by the local DPWS management representative. The staff member must live away from home to receive payment under these circumstances.

(3) Payment for Loss of Tools

- (a) A staff member shall be reimbursed by DPWS to a maximum of \$1146.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of DPWS in a room or building on DPWS premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the staff member at DPWS direction, or if the tools are accidentally lost over water or if tools are lost or stolen during a staff member's absence after leaving the job because of injury or illness.

Provided that a staff member transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

- (b) Where an employee is absent from work because of illness or accident and has advised DPWS, then DPWS shall ensure that the staff member's tools are securely stored during the staff member's absence.

- (c) Provided that, for the purposes of this subclause:

Only tools used by the staff member in the course of their employment shall be covered by this subclause.

The staff member shall, if requested to do so, furnish DPWS with a list of tools so used.

Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

The staff member shall report any theft to the police prior to making a claim on DPWS for replacement of stolen tools.

It is assumed that DPWS has directed staff to store their tools (as detailed above) unless otherwise directed not to.

(4) Overtime

Overtime provisions, including payment for meals, as provided by clause 9, Overtime, of the Crown Employees (Skilled Trades) Award, shall apply to all staff members.

A staff member may opt to take time off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time off will be taken within an agreed time and not later than three months of the working of the overtime. A staff member, subject to management agreement, may take part time off in lieu and part payment for overtime.

The Department may require a staff member to perform duties beyond the hours determined under this clause but only if it is reasonable for the staff member to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (1) The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;

- (2) Any risk to staff member's health and safety;
- (3) The urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- (4) The notice (if any) given by the Department regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours; or any other relevant matter.
- (5) Tool Allowance

Tool Allowances payable to DPWS Staff (Wages) shall be those set out in the following table:

Trade Description	\$ rate per fortnight
Carpenter/Joiner	
Stonemason-carver	
Stonemason	
Plumber	
Electrician	
Metal Tradespersons	43.00
Plasterer	35.40
Bricklayer	
Tilelayer	30.40
Slater & Tiler	22.40
Painter	10.60

- (6) Allowances Review

Increases in Expense-Related Allowances payable under the Awards listed in clause 22 of this Award shall be paid, as appropriate, to staff members covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

Expense-Related Allowances include:

Tool Allowance

Meal Allowance

Excess Fares and Travelling Time

Distant Work Allowances

"Mileage" Allowance (under the National Building and Construction Industry Award 2000)

Wage-Related Allowances shall increase by the same percentage amount, and from the same operative date, as rates of pay increase under this Award.

- (7) All-Purpose Payment in Lieu of Certain Allowances

The provisions of this subclause do not apply to:

DPWS Staff (Wages) staff members Levels 9, 10, 11 and 12.

DPWS Staff (Wages) staff members who have no entitlement to allowances payable under the Crown Employees (Skilled Trades) Award.

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to DPWS Staff (Wages) staff members of any level.

At clause 4, Allowances, all subclauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

In recognition that staff members will continue to work under circumstances that previously attracted allowance payments pursuant to the above specified clauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

2002

\$38.10 per fortnight for all Heritage and Building Services Group staff members other than slaters, plumbers and plumbing apprentices.

\$43.30 per fortnight for slaters, plumbers and plumbing apprentices.

1.1.2003

\$39.60 per fortnight for all Heritage and Building Services Group staff members other than slaters, plumbers and plumbing apprentices.

\$45.00 per fortnight for slaters, plumbers and plumbing apprentices.

1.7.2003

\$41.60 per fortnight for all Heritage and Building Services Group staff members other than slaters, plumbers and plumbing apprentices.

\$47.30 per fortnight for slaters, plumbers and plumbing apprentices.

(Plumbers and plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

Should circumstances arise where the payment of the allowance prescribed by this subclause for plumbers becomes consistently disadvantageous when compared to payment through the claiming of allowances as set out in the Crown Employees (Skilled Trades) Award, then DPWS and the Union will review the situation. Any result of such a review that results in the requirement to amend this subclause will be presented as a consent matter by DPWS and the Union.

- (8) Driving Van Allowance

DPWS Staff (Wages) staff members allocated and responsible for commercial vehicles containing DPWS plant and equipment, which are parked at the premises of the staff member overnight, shall be paid a flat allowance of \$2.20 (2002), \$2.30 (1.1.2003), \$2.40 (1.7.2003) per day. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

5. Delete subclause (2) of clause 14, Leave, and insert in lieu thereof the following:

(2) Family and Community Service Leave

Clause 75, Family and Community Service Leave, of the Crown Employees (Public Service Conditions of Employment) Award 2002 shall apply to Wages staff members subject to this Award.

6. Delete subclause (1) of clause 15, Dispute Resolution, and insert in lieu thereof the following:

(1) Subject to the provisions of the *Industrial Relations Act* 1996, all grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within DPWS, if required.

7. Delete subclause (1) of clause 16, Anti-Discrimination, and insert in lieu thereof the following:

(1) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

8. Delete clause 18, Incidence and Period of Operation, and insert in lieu thereof the following:

18. Incidence and Period of Operation

This Award will apply to all existing and future staff in DPWS engaged under the DPWS Staff (Wages) classification. Such staff members are deployed throughout the State of New South Wales as required by DPWS to meet client service obligations.

This Award, and any registered changes made by the parties, shall operate on and from 28 May 2001 until 31 December 2003.

The contents of this Award may be varied in accordance with section 17 of the *Industrial Relations Act* 1996.

9. Delete clause 22, Relationship to Awards, Agreements, etc., and insert in lieu thereof the following:

22. Relationship to Awards, Agreements, etc.

This Award shall be read and interpreted in conjunction with the Awards and Agreements ("the Instruments") covering DPWS and its wages staff members, provided that, where there is any inconsistency between this Award and the Instruments, this Award shall prevail to the extent of the inconsistency.

In particular, allowances and special rates specified as follows shall continue to operate unless varied by this Award:

Crown Employees (Skilled Trades) Award

Clause 4, Allowances

General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award

Clause 5, Allowances

Gangers (State) Award

Clause 20, Wet Places and Slurry

Clause 21, Working in the Rain

Clause 28, Height Money

Surveyors Field Hands (State) Remuneration Award

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

Clause 18, Special Rates

10. Delete clause 23, Definitions, and insert in lieu thereof the following:

23. Definitions

- (1) "DPWS" means the NSW Department of Commerce.
- (2) "Director-General" means the chief executive officer of the NSW Department of Commerce.
- (3) "Wages staff", "staff member", "staff" and "employee" mean people employed by DPWS who are classified as DPWS Staff (Wages).
- (4) "Award" means any Award made pursuant to the provisions of the *Industrial Relations Act 1996*.
- (5) "Industrial Agreement" means any Industrial Agreement made pursuant to the provisions of the *Industrial Arbitration Act 1996*, filed with the Industrial Registrar.
- (6) "Public Sector Agreement" means any Agreement made pursuant to the provisions of the *Public Sector Employment and Management Act 2002*.
- (7) "Determination" means any determination made pursuant to the provisions of the *Public Sector Employment and Management Act 2002*.
- (8) "Enterprise Agreement" means an Agreement made pursuant to section 115 of the *Industrial Relations Act 1996*.
- (9) "Industrial Authority" means the Public Employment Office, as constituted under the *Public Sector Employment and Management Act 2002*.
- (10) "Union" means:

Construction, Forestry, Mining and Energy Union (Construction and General Division) NSW Divisional Branch;

New South Wales Plumbers and Gasfitters Employees' Union;

Electrical Trades Union of Australia, New South Wales Branch;

The Australian Workers' Union, Greater New South Wales Branch;

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;

Transport Workers' Union of Australia, New South Wales Branch;

having regard to their respective coverage.

11. Delete clause 24, Parties, and insert in lieu thereof the following:

24. Parties

This Award has been made pursuant to section 10 of the *Industrial Relations Act* 1996 by the following parties:

Public Employment Office

Department of Commerce

Construction, Forestry, Mining and Energy Union (Construction and General Division) NSW Divisional Branch

New South Wales Plumbers and Gasfitters Employees' Union.

Electrical Trades Union of Australia, New South Wales Branch

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

The Australian Workers' Union, Greater New South Wales Branch

Transport Worker's Union of Australia, New South Wales Branch

A complementary Agreement with the Construction, Forestry, Mining and Energy Union under the *Workplace Relations Act* 1996 will be submitted for certification to cover only current DPWS Staff (Wages) staff members engaged as Labourers under the National Building and Construction Industry Award 2000.

12. Delete Appendix One, Survey and Spatial Information Branch, and insert in lieu thereof the following:

APPENDIX ONE

Survey and Spatial Information Branch

DPWS Wages Staff employed in the Survey and Spatial Information Branch pursuant to the terms of the Surveyors' Field Hands (State) Award and related Awards shall be employed under the terms of this Award and the Surveyors' Field Hands (State) Award with the following exceptions.

1. Allowances

The following allowances set out in the Surveyors' Field Hands (State) Remuneration Award shall not be paid to DPWS Survey Staff (Wages) staff members of any level:

Clause 3, Wages, subclauses:

(iv) Motor Vehicle/Motor Launch

4WD Vehicle

(v) Hydrographic Duties

Clause 8, Wet Places

Clause 9, Underground Work

Clause 10, Working in the Rain

Clause 11, Distant Work

2. DPWS Survey Staff (Wages)

From the first pay period commencing on or after 1 July 1996 all Surveyors' Field Hands working in the Survey and Spatial Information Branch of DPWS translated to the DPWS Survey Staff (Wages) salary scale according to the following translation schedule:

DPWS Survey Staff (Wages)	New Award Rate From FPPOOA 1.1.2002 Per Fortnight \$	Previous Classification
Level 1	1203.50	First-Class Field Hand Second Class Field Hand
Level 2	1243.70	Instrument Person Special Class Field Hand
DPWS Survey Staff (Wages)	New Award Rate From FPPOOA 1.1.2003 Per Fortnight \$	Previous Classification
Level 1	1251.60	First-Class Field Hand Second Class Field Hand
Level 2	1293.40	Instrument Person Special Class Field Hand
DPWS Survey Staff (Wages)	New Award Rate From FPPOOA 1.7.2003 Per Fortnight \$	Previous Classification
Level 1	1314.20	First-Class Field Hand Second Class Field Hand
Level 2	1358.10	Instrument Person Special Class Field Hand

DPWS Survey Staff (Wages) staff members will be eligible for promotion to Levels 2, 3 and 4, subject to meeting the criteria set out in the following Level Descriptions and the availability of position(s) at the relevant level.

From the first pay period commencing on or after 1 January 2002 the rates of pay set out under the heading FPPOOA 1.1.2002 shall be payable. These rates represent a 3% wage increase from the first pay period commencing on or after 1 January 2002.

From the first pay period commencing on or after 1 January 2003 the rates of pay set out under the heading FPPOOA 1.1.2003 shall be payable. These rates represent a 4% wage increase from the first pay period commencing on or after 1 January 2003.

From the first pay period commencing on or after 1 July 2003 the rates of pay set out under the heading FPPOOA 1.7.2003 shall be payable. These rates represent a 5% wage increase from the first pay period commencing on or after 1 July 2003.

DPWS Survey Staff (Wages)	Rate per fortnight		
	FPPOOA 1.1.2002 \$	FPPOOA 1.1.2003 \$	FPPOOA 1.7.2003 \$
Level 1	1203.50	1251.60	1314.20
Level 2	1243.70	1293.40	1358.10
Level 3	1277.70	1328.80	1395.20
Level 4	1308.20	1360.50	1428.50

DPWS Survey Staff (Wages) Level 1

Definition

A staff member who is performing duties and is certified by the Principal Surveyor, Department of Public Works and Services (DPWS), as being competent to work to Survey Staff (Wages) Level 1 standard.

Scope of Work

A staff member at this level works under supervision in a team environment. The staff member performs duties which are manual and repetitive in nature and includes the following:

- has current driver's licence;

- drives motor vehicles and vessels as directed and in accordance with relevant laws and regulations;

- maintains in good order basic tools and equipment used by the survey team;

- reports any specialist maintenance requirement to supervisor;

- keeps survey vehicles and vessels clean, tidy and attends to day-to-day service requirements;

- monitors and reports on level of materials in hand (e.g. pegs, G.I. pipes, etc.);

- competently carries out manual field tasks required by the surveyor/party leader in the course of completing a survey;

- is able to measure accurately and effectively communicate the measurement and related data to the surveyor/party leader;

- accepts training in the use of surveying equipment and instruments (e.g. theodolites, levels, total stations, data loggers, pipefinding equipment, etc.);

- operates echo sounders and pipefinding equipment when trained;

- assists in basic office duties (e.g. filing);

- any other tasks as directed in accordance with the staff member's level of training.

A DPWS Survey Staff (Wages) staff member travels and lives away from home as required in the performance of duties of their employment.

Level of Skill

A staff member at this level will have, or be acquiring, manual and measuring skills required in assisting a surveyor/party leader in their work.

Quality

Be responsible for the quality of their work subject to supervision.

Safety

Understands and applies OHS requirements so as not to injure themselves or other workers.

Responsibility

A staff member at this level will work under supervision. They will be able to solve elementary problems within their level of skill and training.

DPWS Survey Staff (Wages) Level 2

Definition

A staff member who is performing duties and is certified by the Principal Surveyor, Department of Public Works and Services (DPWS), as being competent to work to Survey Staff (Wages) Level 2 standard.

Scope of Work

A staff member at this level works under supervision either individually or in a team environment at an intermediate knowledge level across a broad range of tasks assisting a surveyor/party leader.

In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 1, the staff member performs duties which include the following:

- under the direction of a surveyor/party leader, operates surveying instruments (e.g. theodolites, levels, total stations, data loggers) for the major part of their time, or when required;

- understands and competently uses DPWS surveying data coding system;

- makes routine field notes accurately and legibly;

- under the direction of a surveyor/party leader, downloads and processes routine field data using standard survey software;

- performs basic manual field data reductions (e.g. level reductions);

- can work from information shown in diagrammatic/planimetric form;

- assists in office tasks as directed including data entry to records systems;

- any other tasks as directed in accordance with staff member's level of training.

A DPWS Survey Staff (Wages) staff member travels and lives away from home as required in the performance of duties of their employment.

Level of Skill

A staff member at this level will have acquired routine field data capture skills and intermediate knowledge level across a broad range of surveying tasks.

Quality

Be responsible for the quality of their own work subject to supervision.

Safety

Understands and applies OHS requirements so as to not injure themselves or other workers.

Responsibility

A staff member at this level works under supervision. The staff member is able to exercise limited discretion and solve elementary problems within their level of skills and training.

DPWS Survey Staff (Wages) Level 3

Definition

Position(s) at Level 3 will be filled after a merit selection process, by a staff member who is able to perform duties at this level.

Scope of Work

A staff member at this level works under supervision with intermediate specialist skills and an ability to carry out, at an acceptable standard, a broad range of tasks assisting a surveyor/party leader.

In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 2, the staff member performs duties which include the following:

- understands and assists with the operation of specialised survey data capture systems and instruments;

- routinely uses computers to download and process routine field data using standard survey software;

- carries out quality checks on processed data and reports results to supervisor;

- assists with office calculations, data entry and transmission;

- prepares diagrams and sketches plans;

- carries out searches for utility services data and survey control data;

- assists with job planning;

- any other tasks as directed in accordance with staff member's level of training.

A DPWS Survey Staff (Wages) staff member travels and lives away from home as required in performance of duties of their employment.

Level of Skill

A staff member at this level will have intermediate specialist skills and the ability to carry out, to an acceptable standard, a broad range of tasks assisting a surveyor/party leader.

Quality

A Level 3 staff member understands and applies quality control techniques to their own work.

Safety

Understands and applies OHS requirements so as to not injure themselves or other workers.

Responsibility

A staff member at this level works under supervision. The staff member is able to exercise discretion and solve problems within their level of skills and training.

is a competent operative who works individually or as part of a team.

DPWS Survey Staff (Wages) Level 4

Definition

Position(s) at Level 4 will be filled after a merit selection process, by a staff member who is able to perform duties at this level.

Scope of Work

A staff member at this level has advanced specialised skills within a specific area and works individually, as a party leader or part of a specialised team.

In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 3, the staff member performs duties which include the following:

effectively operates specialised survey data capture systems and survey instruments;

downloads and processes digital and analogue data captured by specialised systems and performs relevant quality checks;

given adequate instructions, plans work and reports progress against objectives;

provides informal on the job guidance to other staff members;

any other tasks as directed in accordance with the staff member's level of training.

A DPWS Survey Staff (Wages) staff member travels and lives away from home as required in performance of duties of their employment.

Level of Skill

A staff member at this level will have advanced specialised skills OR has completed three stages of the Surveying Associate Diploma or equivalent and can demonstrate specialised skills.

Quality

A staff member at this level is able to be responsible for the quality of their own work and be capable of performing quality checks on the work of DPWS Survey Staff (Wages) Level 1, 2 and 3 staff members performing tasks within their sphere of work.

Safety

A staff member is able to perform tasks safely and is able to identify hazards within the staff member's sphere of work to avoid injury to themselves and others.

Responsibility

A staff member at this level, having been given adequate written, spoken or diagrammatic instructions, is able to control their own schedule and meet objectives as set. The staff member is able to make decisions and solve problems within the sphere of work allocated, and within their level of skill and training. The staff member is responsible to a supervisor for all outputs.

3. Crown Employees (Public Service Conditions Of Employment) Award 1997

In lieu of all parts except subclause (vi) of clause 5, Country Work and Travelling Expenses, of the Surveyors' Field Hands (State) Remuneration Award, the Travelling Compensation provisions of the Crown Employees (Public Service Conditions of Employment 2002) Award shall apply to DPWS Survey Staff (Wages) staff members.

4. Camping And Camping Allowances

In lieu of clause 20A of the Camping Area of the Surveyors' Field Hands (State) Award, the provisions of the Industrial Authority (Camping Allowance) Determination shall apply to DPWS Survey Staff (Wages) staff members.

5. Exemptions

Clause 5, DPWS (Staff) Wages, and clause 13, Conditions of Employment, of this Award do not apply to DPWS Survey Staff (Wages) staff members covered by this Appendix.

6. Qualifications

DPWS shall encourage Survey Staff (Wages) staff members to achieve formal qualifications where such staff members have initiated a course of study compatible with the business needs of the Survey and Spatial Information Branch and consistent with the requirements of the work level definitions.

13. Delete Appendix Two, Apprentices, and insert in lieu thereof the following:

APPENDIX TWO

Apprentices

Apprentices employed pursuant to the terms of the Crown Employees (Skilled Trades) Award shall be employed under the terms of this Award and the Crown Employees (Skilled Trades) Award with the following exceptions.

1. Leave

Clause 14, Leave, of this Award shall have effect to the extent that it is inconsistent with clause 30, General Leave Conditions and Accident Pay, of the Crown Employees (Skilled Trades) Award and the Uniform (Ministerial) Leave Conditions.

2. Wages

From the first pay period commencing on or after 1 January 2002 the rates of pay set out under the heading FPPOOA 1.1.2002 shall be payable. These rates represent a 3% wage increase from the first pay period commencing on or after 1 January 2002.

From the first pay period commencing on or after 1 January 2003 the rates of pay set out under the heading FPPOOA 1.1.2003 shall be payable. These rates represent a 4% wage increase from the first pay period commencing on or after 1 January 2003.

From the first pay period commencing on or after 1 July 2003 the rates of pay set out under the heading FPPOOA 1.7.2003 shall be payable. These rates represent a 5% wage increase from the first pay period commencing on or after 1 July 2003.

Apprentice	Rate per fortnight		
	FPPOOA 1.1.2002	FPPOOA 1.1.2003	FPPOOA 1.7.2003

	\$	\$	\$
First Year	565.70	588.30	617.70
Second Year	744.50	774.30	813.00
Third Year	953.60	991.90	1041.50
Fourth Year	1099.90	1143.90	1201.10

3. Fortnightly Payment

Wages staff shall be paid fortnightly.

DPWS shall not keep more than five days' pay in hand.

4. Electrical Trade Apprentices

Apprentices to the electrical/electronic trades shall be paid Excess Fares and Travelling Time according to the provisions generally applying to building tradespersons under subclause 13.1 of this Award.

Apprentices to the electrical/electronic trades shall be paid Tool Allowance at the rate of \$43.00 per fortnight in lieu of the Crown Employees (Skilled Trades) Award provision.

5. Building Trade Apprentices

Building trade apprentices will be paid Excess Fares and Travelling Time according to the provisions of subclause 13.1 of this Award.

6. All-Purpose Payment in Lieu of Certain Allowances

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to apprentices.

At clause 4, Allowances, all subclauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

In recognition that apprentices will continue to work under circumstances that previously attracted allowance payments pursuant to the above specified subclauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

2002

\$38.10 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$43.30 per fortnight for plumbing apprentices.

1.1.2003

\$39.60 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$45.00 per fortnight for plumbing apprentices.

1.7.2003

\$41.60 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$47.30 per fortnight for plumbing apprentices.

(Plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

14. The changes made to the Award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 December 2004.

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

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4605 of 2004)

Before The Honourable Mr Deputy President Harrison

13 December 2004

REVIEWED AWARD

1. Delete clause 2, Arrangement, of the award published 30 November 2001 (329 I.G. 1111), and insert in lieu thereof the following:

2. Arrangement

This award is arranged as follows:

1. Award title
2. Arrangement
3. Definitions
4. Index Of Facilitative Provisions
5. Anti-Discrimination
6. Enterprise Flexibility Provision
7. Dispute Settlement Procedure
8. Types of Employment
9. Supported Wage
10. Payment by Results
11. Termination Of Employment
12. Redundancy
13. Superannuation
14. Rates Of Pay
15. Mixed Functions
16. Payment Of Wages
17. Deduction of Union Membership Fees
18. Allowances
19. Hours Of Work
20. Overtime
21. Annual Leave
22. Personal Carers Leave
23. Sick Leave
24. Bereavement Leave
25. Parental Leave
26. Public Holidays
27. Jury Service
28. Accident Pay
29. Posting Of Award
30. Amenities
31. First Aid and Ambulance Chest
32. Long Service Leave
33. Right of Entry
34. Traineeships
35. Area Incidence and Duration

2. Renumber the clauses in the body of the award to reflect the new Arrangement.
3. Delete subclause 3.2, of clause 3, Definitions, and insert in lieu thereof the following:

3.2 Union means the Transport Workers' Union of New South Wales

4. Delete subclause 4.2, of clause 4, Index of Facilitative Provisions, and insert in lieu thereof the following:

4.2 Facilitative provisions in this award are contained in the following clauses:

Subject Matter	Clause Number
Part time Employees	8.2.2
Bonus or other Method of Payment by Results	10.2.6(d)
Hours of Work	19.3.1(e)
Overtime	20.4
Annual Leave	21.6.2
Public Holidays	26.3

5. Delete paragraph 8.2.7, of clause 8, Types of Employment, and insert in lieu thereof the following:

8.2.7 Sick Leave

A part-time employee will be entitled to sick leave in accordance with 23, but will be paid only on a proportionate basis.

6. Delete paragraph 8.3.3, of the said clause 8, and insert in lieu thereof the following:

8.3.3 Any time worked by casual employees in excess of the daily limitations prescribed for weekly employees in clause 19 - Hours of work, or in excess of 38 hours per week will be paid for at the rate of time and a half for the first three hours and double time thereafter.

7. Delete the words "Assessed Capacity (12.5.4)" appearing in paragraph 9.4.1, of clause 9, Supported Wage System, and insert in lieu the following:

Assessed Capacity (clause 9.5).

8. Delete paragraph 9.6.1, of the said clause 9, and insert in lieu the following:

9.6.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, will be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.

9. Delete subparagraph 9.7.6(e), of the said clause 9, and insert in lieu the following:

(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under 9.5.

10. Delete the reference to "clause 25" appearing in paragraph 11.3.1, of clause 11, Termination of Employment, and insert in lieu thereof the following:

clause 26

11. Delete the words "the Centrelink" appearing in paragraphs 12.4.6 and 7, of clause 12, Redundancy, and insert in lieu thereof the following:

Centrelink

12. Delete subclause 14.2, of clause 14, Rates of Pay, and insert in lieu thereof the following:
 - 14.2 Adult rates of pay are as set out in Table 1 - Rates of Pay of Part B - Monetary Rates of this Award.
13. Delete paragraph 16A.1.1, of clause 16A, Deduction of Union Membership Fees, and insert in lieu thereof the following:
 - 17.1.1 the employee has authorised the employer to make such deductions in accordance with subclause 17.2 herein;
14. Delete subclause 16A.5, of the said clause 16, and insert in lieu thereof the following:
 - 17.5 The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
15. Delete subclause 18.1, of clause 18, Hours of Work, and insert in lieu thereof the following:
 - 18.1 Ordinary Working Week

Unless otherwise specified in this clause the ordinary hours of work will average 38 hours per week, worked in accordance with 19.2.
16. Delete paragraphs 18.3.1, 18.3.2 and 18.3.3, of the said clause 18, and insert in lieu thereof the following:
 - 18.3.1 Subject to the daily limitations prescribed in 19.2, where the employer and a majority of employees agree, the hours of work may be arranged by any one of the following methods:
 - (a) by working shorter hours on one or more days of each week;
 - (b) by fixing a day on which all employees will be off during a particular work cycle;
 - (c) by rostering employees off on various days of the week during a particular work cycle.
 - 18.3.2 In circumstances where a rostered day off applies, the starting and finishing times determined in accordance with 19.3.1 will constitute the ordinary hours of work. Any work performed outside or in excess of those hours must be paid as overtime.
 - 18.3.3 Where employees are entitled to a rostered day or days off in accordance with 19.3.1(b) or 19.3.1(c), the employer must notify employees not less than four weeks in advance of the weekday he/she is to take off. Where an employee has not accumulated a full day's entitlement when a rostered day off occurs, the employee for that day will be paid for the actual time accrued.
17. Delete the reference to "clause 18" appearing in the preface to clause 19, Overtime, and insert in lieu thereof the following:

clause 19
18. Delete paragraph 19.1.1, of the said clause 19, and insert in lieu thereof the following:

- 19.1.1 Subject to paragraph 20.1.2 an employer may require an employee to work reasonable overtime. The method of remuneration for such overtime shall be at overtime rates or by agreement in accordance with subclause 20.4, Time Off in Lieu.
19. Delete the reference to "paragraph 19.1.2" appearing in paragraph 19.1.3, of the said clause 19, and insert in lieu thereof the following:
- paragraph 20.1.2
20. Delete subclause 19.3, of the said clause 19, and insert in lieu thereof the following:
- 19.3 Overtime Rest period
- An employee other than an employee subject to 20.2 who is required to work overtime for more than one hour beyond the ordinary ceasing time on any day, other than on a working day of less than eight hours, will be entitled to a rest period of ten minutes paid for at the appropriate rate.
21. Delete paragraph 20.1.2, of clause 20, Annual Leave, and insert in lieu thereof the following:
- 20.1.2 The annual leave will accrue at the rate of 2.923 hours for each 38 ordinary hours worked.
22. Delete subparagraph 20.2.3 (d), of the said clause 20, and insert in lieu thereof the following:
- (d) Where an employee has accrued a full entitlement to annual leave after qualifying twelve month period and his/her employment ceases for any reason before the whole or any part of such leave entitlement has been taken, the weekly over-award payment referred to in 21.2.3(a) and 21.2.3(b) will apply in respect to that full entitlement.
23. Delete paragraph 20.3.1, of the said clause 20, and insert in lieu thereof the following:
- 20.3.1 During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed by clause 14.
24. Delete paragraph 20.5.1, of the said clause 20, and insert in lieu thereof the following:
- 20.5.1 If any public holiday prescribed by clause 26 - Public Holidays falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there must be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.
25. Delete subclause 20.7, of the said clause 20, and insert in lieu thereof the following:
- 21.7 Leave to be Taken
- The annual leave provided for by this clause must be taken and except as provided by subclauses 21.10 (proportionate leave on termination) and 21.11 (annual close down), payment will not be made or accepted in lieu of annual leave."
26. Delete the reference to "subclause 20.11" wherever appearing in paragraph 20.9.2, of the said clause 20, and insert in lieu thereof the following:
- subclause 21.11
27. Delete subclause 20.10, of the said clause 20, and insert in lieu thereof the following:

20.10 Proportionate Leave on Termination

An employee other than a casual who after one month's continuous service in any qualifying twelve monthly period with an employer lawfully leaves the employment of the employer or is terminated by the employer will be paid 2.923 hours for each 38 ordinary hours worked at the appropriate rate of wage calculated in accordance with 21.2.

28. Delete paragraphs 20.11.1 and 20.11.2, of the said clause 20, and insert in lieu thereof the following:

20.11.1 The employer may, by giving not less than one month's notice of the intention to do so, stand off for the duration of the close-down all employees in the enterprise or part of it concerned and allow to those who are not then qualified for a full entitlement to annual leave for twelve months' continuous service paid leave on a proportionate basis at the appropriate rate of wage as prescribed by 21.2 and 21.3 for 2.923 hours for each 38 ordinary hours worked.

20.11.2 An employee who has then qualified for a full entitlement to annual leave for twelve months' continuous service and has also completed a further week or more of continuous service will be allowed leave, and will subject to 21.6, also be paid for 2.923 hours in respect of each 38 ordinary hours worked service since the close of the employee's last twelve month qualifying period.

29. Delete paragraph 21.1.1, of the said clause 21, and insert in lieu thereof the following:

21.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 22.1.3(b), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 23, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

30. Delete paragraph 21.2.1, of clause 21, Personal Carer's Leave, and insert in lieu thereof the following:

21.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 22.1.3(b) who is ill.

31. Delete paragraph 21.3.2, of the said clause 21, and insert in lieu thereof the following:

21.3.2 Access to annual leave, as prescribed in 22.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

32. Delete paragraphs 21.4.3 and 21.4.4, of the said clause 21, and insert in lieu thereof the following:

21.4.3 If, having elected to take time as leave in accordance with 22.1, 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.

21.4.4 Where no election is made in accordance with 22.1, the employee shall be paid overtime rates in accordance with the award.

33. Delete the reference to "16" appearing in subparagraph 22.1.2 (a), of clause 22, Sick Leave, and insert in lieu thereof the following:

16 hours

34. Delete subclauses 23.1, 23.3 and 23.5, of clause 23, Bereavement Leave, and insert in lieu thereof the following:

- 23.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay up to and including the day of the funeral on each occasion of the death of a person prescribed in clause 24.3.
- 23.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in clause 22.1.3(b), Personal Carers Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 23.5 Bereavement leave may be taken in conjunction with other leave available under clauses 22.2, 22.3, 22.4, 22.5, and 22.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
35. Delete subclause 25.9, of clause 25, Public Holidays, and insert in lieu thereof the following:
- 25.9 In addition to the benefit provided by 26.7, an employee who works on Christmas Day or New Year's Day will either be allowed a substitute holiday at a time convenient to the employer or receive an extra day's wages at ordinary rates.
36. Delete paragraphs 25.10.1 and 25.10.2, of the said clause 25, and insert in lieu thereof the following:
- 25.10.1 Any weekly employee who works on any holiday provided for in 26.1 will for all time worked on that day be paid at the rate of double time and a half.
- 25.10.2 any employee working under any system of payment by results who works on any holiday provided for in clause 26 - Public Holidays will for all time worked on that day be paid his/her ordinary earnings under such system of payment by results and in addition an amount calculated on the basis of time and a half of the ordinary rate for the class of work being performed.
37. Delete clause 27, Relationship to National Training Wage Award 1994.
38. Delete clause 30, Amenities, and insert in lieu thereof the following:

30. Amenities

See relevant Occupational Health and Safety legislation and regulations, as amended from time to time.

39. Delete clause 31, First-Aid and Ambulance Chest, and insert in lieu thereof the following:

31. First-Aid and Ambulance Chest

See relevant Occupational Health and Safety legislation and regulations, as amended from time to time.

40. Delete subclause 34.4, of clause 34, Area, Incidence and Duration, and insert in lieu thereof the following:
- 35.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) are set out in the attached Schedule B and take effect on 13 December 2004.
- This award remains in force until varied or rescinded, the period for which it was made already having expired.
41. Delete Schedule A - Award and Variations Incorporated.
42. Delete Schedule B - Changes Made on Review.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employers.

(No. IRC 1162 of 2005)

Before The Honourable Justice Boland

18 March 2005

VARIATION

1. Delete from subclause (ix) of clause 53, Area, Incidence and Duration, of the award published 7 May 2004 (344 I.G. 331) the following:

Inala, Pennant Hills
2. This variation will take effect on and from 18 March 2005 and shall remain in force for a period of 12 months.

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

SERIAL C3678

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

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

EA05/141 - Alset Electrical Solutions (Regional NSW) Construction Enterprise Agreement 2004-2005

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

New/Variation: New.

Approval and Commencement Date: Approved and commenced 7 February 2005.

Description of Employees: The agreement applies to all employees employed by Alset Electrical Solutions, who are engaged within Regional NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 10 Months.

EA05/142 - PFD Food Services Northern New South Wales Certified Agreement 2004

Made Between: PFD Food Services Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.

New/Variation: Replaces EA03/27.

Approval and Commencement Date: Approved 16 February 2005 and commenced 1 September 2004.

Description of Employees: Applies to all employees of PFD Food Services Pty Limited, at Armidale, Coffs Harbour, Inverell, Lismore, Newcastle, Tamworth, Tweed Heads, and Wauchope branches, or such other location which becomes the new address for a former Norco branch, who fall within the coverage of the PFD Food Services (Qld) Pty Ltd Sales and Distribution Enterprise Award 2001.

Nominal Term: 36 Months.

EA05/143 - Waverley Council Enterprise Agreement

Made Between: Waverley Council -&- the New South Wales Local Government, Clerical,

Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA97/71.

Approval and Commencement Date: Approved 15 April 2005 and commenced 22 March 2005.

Description of Employees: The agreement applies to all employees (does not cover Senior Staff) employed by Waverley Council located at Cnr Paul Street and Bondi Road, Bondi Junction NSW who fall within the coverage of Local Government (State) Award 2004.

Nominal Term: 36 Months.

EA05/144 - Patrick Logistics (Glendenning) Enterprise Agreement 2005

Made Between: Patrick Logistics Pty Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/109.

Approval and Commencement Date: Approved and commenced 20 April 2005.

Description of Employees: The agreement applies to all employees employed by Patrick Logistics Pty Limited, located at 616, Great Western Highway Arnedell Park NSW 2148, who fall within the coverage of the Storeman and Packers, General (State) Award.

Nominal Term: 12 Months.

EA05/145 - J. Blackwood & Son Limited Newcastle Enterprise Agreement 2005

Made Between: J Blackwood & Son Limited Newcastle -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/129.

Approval and Commencement Date: Approved and commenced 27 January 2005.

Description of Employees: The Agreement applies to all employees employed by J Blackwood and Son Ltd Newcastle located at 90 Hannell Street, Wickam, NSW 2293 engaged in the classifications and fall within the coverage of the following awards: Storeman & Packers General (State) Award and the Clerical and Administrative Employees (State) Award.

Nominal Term: 9 Months.