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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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(706)

**SERIAL C2865**

## **HEALTH ADMINISTRATION CORPORATION AND DEPARTMENT OF HEALTH, NURSES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1767 of 2004)

Before Mr Deputy President Grayson

25 June 2004

### **REVIEWED AWARD**

#### **1. Arrangement**

##### PART A

| Clause No. | Subject Matter                                   |
|------------|--|
| 1.         | Arrangement                                      |
| 2.         | Definitions                                      |
| 3.         | General Conditions of Employment                 |
| 4.         | Salary Rates                                     |
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##### **PART A**

#### **2. Definitions**

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

The "Association" means the New South Wales Nurses' Association of 43 Australia Street, Camperdown, New South Wales.

"Clinical Nurse Educator" means a registered nurse with relevant post registration certificate qualifications, who is required to implement and evaluate educational programs at the ward/unit level.

The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in the ward/unit level only.

A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the employer to provide the educational programs detailed above. Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

"Clinical Nurse Specialist" means:

A registered nurse with relevant post-basic qualifications and 12 months' experience working in the clinical area of his/her specified post-basic qualification or; a minimum of four years' post-basic registration experience including three years' experience in the relevant specialist field and; who satisfies the local criteria.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the employer and who has had at least five years' post basic registration experience and who has in addition approved post-basic nursing qualifications relevant to the field in which she/he is appointed, or such other qualifications or experience deemed appropriate by the employer.

"Consultation" means that the employer must notify the Association of the proposal or issue in question, give the Association adequate time to consider the matter and respond to the employer, and the Association's views (where expressed) must be taken into account by the employer in arriving at a decision.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00a.m. and before 10.00a.m. otherwise than as part of the shift system.

"Employee" means, for the purpose of this award, a person who holds a position for which a nursing qualification is an essential requirement and is employed either by the Health Administration Corporation pursuant to section 14 of the *Health Administration Act* 1982, or as a public servant within the NSW Department of Health.

"Employer" for the purposes of this award, in respect of nurses employed pursuant to section 14 of the *Health Administration Act* 1982, is a reference to the Health Administration Corporation and, in respect of public servants, is a reference to the Public Employment Office.

"Nurse Educator" means a registered nurse with a post-registration certificate, who has relevant experience or other appropriate qualifications and who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programs within an area, group or hospital. Nurse education programs shall mean courses conducted such as post registration certificates, continuing nurse education, new graduate orientation, post registration enrolled nurses' courses and where applicable, general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as a sole nurse educator in a hospital, district or region shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators shall be on completion of 12 months' satisfactory service subject that progression shall not be beyond the 3rd year rate unless that person possesses the qualifications detailed in the two previous paragraphs.

Persons appointed to the 3rd year rate by virtue of this definition shall progress to the 4th year rate after completion of 12 months' satisfactory full-time service.

"Nurse Manager" means any registered nurse who is allocated to a nurse manager position in accordance with clause 9, Grading of Positions of Nurse Manager.

"Nursing Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a hospital or health service and shall include:

"Nursing Unit Manager Level 1" whose responsibilities include:

- (a) Co-ordination of patient services - liaison with all health care disciplines for the provision of services to meet patient needs:

the orchestration of services to meet patient needs after discharge; and monitoring catering and transport services.

- (b) Unit management - implementation of hospital/health service policy:

dissemination of information to all personnel;

ensuring environmental safety;

monitoring the use and maintenance of equipment;

monitoring the supply and use of stock and supplies; and

monitoring cleaning services.

- (c) Nursing staff management - direction, co-ordination and supervision of nursing activities;

training, appraisal and counselling of nursing staff;

rostering and/or allocation of nursing staff; and

development and/or implementation of new nursing practise according to patient need.

Provided that the classification of Nursing Unit Manager Level 1 shall include those registered nurses who as at 27 June 1986 were appointed as Charge Nurses or Supervisors of 20 but less than 50 beds, or who were appointed at a rate of pay equal to the latter.

"Nursing Unit Manager Level 2" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 1.

Provided that the classification of Nursing Unit Manager Level 2 shall include those registered nurses who as at 27 June 1986 were appointed as Supervisors 50-75 beds or at a rate of pay equal thereto.

"Nursing Unit Manager Level 3" whose responsibilities in relation to patient services ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 2.

Provided that the classification of Nursing Unit Manager Level 3 shall include those registered nurses who as at 27 June 1986 were appointed as Supervisors 75-100 beds or at a rate of pay equal thereto.

Provided further in relation to those nurses classified in accordance with this definition as Nursing Unit Managers on the basis of their former appointment as Charge Nurses or Supervisors as the case may be, that nothing in this definition shall prevent them from being considered for regrading at any time after 27 June 1986.

"Registered Nurse" means a person registered by the Nurses' Registration Board as such.

"Shift Worker" means a worker who is not a day worker as defined.

### 3. General Conditions of Employment

Except as otherwise provided in this award:

- (a) Employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, i.e. the conditions of employment covering officers employed in organisations listed in Schedule 1 and Schedule 2 of the *Public Sector Employment and Management Act 2002* and the Regulations as contained from time to time in the Public Service Handbook and/or the Crown Employees (Public Service Conditions of Employment) Award 2002 published 21 March 2003 (338 I.G. 837), as varied from time to time.

### 4. Salary Rates

The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries of Part B, Monetary Rates.

### 5. Overtime

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purpose of subclause (b) what is unreasonable or otherwise will be determined having regard to:
  - (i) the risk to the employee's health and safety;
  - (ii) the employee's personal circumstances including any family and carer responsibilities;
  - (iii) the needs of the facility;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.
- (d) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (e) Overtime shall be paid for time worked in excess of 152 hours over each four weekly period provided that the performance of such overtime is authorised by the employer.
- (f) In assessing payment for authorised time worked in excess of 152 hours over each four weekly period, time should stand alone in excess of each normal shift and be calculated in accordance with subclause (g) of this clause.
- (g) Authorised overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all authorised overtime worked on Sundays shall be paid at the rate of double time and on public holidays at the rate of double time and one half.

### 6. Penalty Payments for Shift Work and Weekend Work

- (a) This clause shall not apply to Nurse Managers classified at Grade 4 or above.

- (b) In addition to the rates prescribed by this award, officers authorised by the employer to perform work on a shift basis and/or weekends and public holidays shall be paid for all time other than overtime worked at the following prescribed penalty:
- (i)
- (1) On afternoon shift, commencing at or after 10.00a.m. and before 1.00p.m. at the rate of ten per cent extra.
  - (2) On afternoon shift, commencing at or after 1.00p.m. and before 4.00p.m. at the rate of 12 ½ per cent extra.
  - (3) On night shift, commencing at or after 4.00p.m. and before 4.00a.m. at the rate of 15 per cent extra.
  - (4) On night shift, commencing at or after 4.00a.m. and before 6.00a.m. at the rate of ten per cent extra.
- (ii)
- (1) Between midnight Friday and midnight Saturday at the rate of half-time extra.
  - (2) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra.
  - (3) Provided that these weekend rates in this subclause shall be in substitution for and not cumulative upon the shift penalties prescribed in subclause (i) of this clause.
- (iii) Between midnight to the following midnight on a public holiday at the rate of half time extra in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) and (ii) of this clause.

### **7. Public Holidays**

- (a) Public holidays shall be allowed to employees on full pay. An employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. Provided that, if an employee so elects, he/she may have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked.
- (b) Where a public holiday occurs on a shift worker's rostered day off, he or she shall be paid one day's pay in addition to the weekly rate or, if the employee so elects, have one day added to his or her period of annual leave.

### **8. Annual Leave**

Nurse Managers classified at Grade 4 or above are entitled to annual leave as set out in subclause (a) to (d) of this clause. All other employees are entitled to annual leave in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002, as varied from time to time.

- (a) Twenty ordinary working days' annual leave per annum; and,
- (b) If they work on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Award 2002, as varied from time to time:
- (i) the provisions of clause 7, Public Holidays; or



- (ii) by agreement between the employee and the employer, time in lieu of each public holiday or half public holiday so worked, to be taken at a time agreed between the employee and the employer.
- (c) The benefits of the Crown Employees (Public Service Conditions of Employment) Award 2002, as varied from time to time, shall not apply to Nurse Managers classified at Grade 4 or above.
- (d) The employer must pay to all employees annual leave loading in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002, as varied from time to time.

### **9. Grading of Nurse Manager**

- (a) All positions of Nurse Manager, as defined in clause 2, Definitions shall be graded by the employer.
- (b) The employer may determine a higher grading including a multi-grade, eg. Grade 4-5, Grade 6-7, etc., where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable grading.
- (c) Progression to the second salary point in each grade will occur after 12 months' satisfactory service in that grade. Provided that accelerated progression within the 12 months' period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.
- (d) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with the local management and, if still dissatisfied, may apply for a review of the grading by the employer and the Association at a central level.
- (e) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she shall retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.
- (f) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 - Core Knowledge and Skills.

### **10. Dispute Resolution Procedures**

- (a) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (b) Where a dispute arises, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) or the Association on behalf of the employee(s) if the employee(s) so requests and the immediate supervisor of that employee(s).
- (c) If the matter is not resolved within a reasonable time it must be referred by the employees immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to the Association's head office. Discussions at this level must take place and be concluded within two working days of referral or such extended periods as may be agreed.
- (d) If the matter remains unresolved, the Association must then confer with the appropriate level of management, depending on the nature and extent of the matter. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If these procedures are exhausted without the matter being resolved, or if any of the time limits as set out in this clause are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.

- (f) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (g) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
  - (i) immediately before the issue arose; or
  - (ii) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (i) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

### **11. Anti-Discrimination**

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

#### NOTES -

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

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

### 12. Personal Carer's Leave

The provisions of Clause 85, Sick Leave to Care for a Family member, of the Crown Employees (Public Service Conditions of Employment) Award 2002, shall apply.

### 13. Area, Incidence and Duration

- (a) This award applies to all employees as defined in clause 2, Definitions, employed by the Health Administration Corporation or as a public servant within the NSW Department of Health.
- (b) Insofar as the employees covered by this award are concerned, this award replaces the rates of pay and conditions of employment set out in the Public Health Nurses, Department of Health and Others Public Service Board Agreement No. 2503 of 1986, the Department of Health - Private Health Care Branch - Nurse Supervisor Agreement No. 2543 of 1995 and the determination entitled Health Administration Corporation Nurse Employees Providing Services to the Nurses' Registration Board, dated 25 August 1995.
- (c) This award shall take effect from the beginning of the first pay period to commence on or after 4 November 1997 and shall remain in force thereafter until 31 December 1999.
- (d) The changes made to the Award pursuant to the Award Review under section 19 (6) of the *Industrial Relations Act* 1996 and Principles of Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on 25 June 2004. This award remains in force until varied or rescinded, the period for which it was made having already expired.

### 14. No Extra Claims

The Association undertakes not to pursue any new salaries or conditions arising from negotiation of productivity and efficiency improvements covered by the Memorandum of Understanding between the NSW Government and the Association dated 2 March 2000

### 15. Savings Clause

It is the intention of the parties that this award be a consolidation of the industrial instruments applicable immediately prior to the making of this Award. Unless otherwise agreed, it is not the intention of the parties that any existing conditions of employment be removed. This does not preclude any regrading of positions that may arise from job evaluation exercises.

## PART B

### MONETARY RATES

Table 1 - Salaries

| Classification      | Beginning of first pay period to commence on or after 1 July 2003<br>Per Week |
|---------------------|---|
| Registered Nurse -  |   |
| 1st year of service | 697.20  |
| 2nd year of service | 735.20  |
| 3rd year of service | 773.10  |

|                           |         |
|---------------------------|---------|
| 4th year of service       | 813.80  |
| 5th year of service       | 854.10  |
| 6th year of service       | 894.50  |
| 7th year of service       | 940.40  |
| 8th year of service       | 979.10  |
|                           |         |
| Clinical Nurse Specialist | 1019.10 |
|                           |         |
| Clinical Nurse Educator   | 1019.10 |
| Nurse Educator            |         |
| 1st year                  | 1130.40 |
| 2nd year                  | 1162.20 |
| 3rd year                  | 1190.80 |
| 4th year                  | 1253.00 |
|                           |         |
| Clinical Nurse Consultant | 1253.00 |
|                           |         |
| Nursing Unit Manager -    |         |
| Level 1                   | 1228.20 |
| Level 2                   | 1286.70 |
| Level 3                   | 1321.10 |
|                           |         |
| Nurse Manager -           |         |
| Grade 1                   |         |
| 1st year                  | 1224.90 |
| 2nd year                  | 1249.80 |
|                           |         |
| Grade 2                   |         |
| 1st year                  | 1274.70 |
| 2nd year                  | 1299.90 |
|                           |         |
| Grade 3                   |         |
| 1st year                  | 1349.80 |
| 2nd year                  | 1374.90 |
|                           |         |
| Grade 4                   |         |
| 1st year                  | 1424.90 |
| 2nd year                  | 1449.80 |
|                           |         |
| Grade 5                   |         |
| 1st year                  | 1499.60 |
| 2nd year                  | 1524.90 |
|                           |         |
| Grade 6                   |         |
| 1st year                  | 1574.90 |
| 2nd year                  | 1599.90 |
|                           |         |
| Grade 7                   |         |
| 1st year                  | 1699.70 |
| 2nd year                  | 1724.80 |
|                           |         |
| Grade 8                   |         |
| 1st year                  | 1824.70 |
| 2nd year                  | 1849.70 |
|                           |         |
| Grade 9                   |         |

---

|          |         |
|----------|---------|
| 1st year | 1949.60 |
| 2nd year | 1974.80 |

**SCHEDULE 1****Core Knowledge and Skills**

| Group  | Leadership   | Communication  | Knowledge  | Performance Management  | Planning  | Resource Management   |
|--------|--|--|--|---|---|---|
| Grade1 | Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff.. | Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals. | Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research. | Ability to assess the competence of staff, and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff. | Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the implementation of organisational change. | Ability to effectively allocate and manage nursing resources and set nursing priorities.  |
| Grade2 | Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.  |  | Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues.               |   | Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change.                                 | Ability to develop, monitor and evaluate nursing resource allocation.   |
| Grade3 | Ability to develop leadership and management potential in staff. Ability to identify the need for and initiate the development of policy relating to the nursing service.    | Ability to utilise a broad range of communication skills selectively in a variety of settings.   | Ability to facilitate the acquisition of knowledge by individuals and groups   | Ability to undertake planning for performance in areas of responsibility for both individuals and teams. Ability to undertake a range of performance management activities appropriately.                         | Ability to develop an operational plan for the nursing service.   | Ability to develop a staffing profile appropriate to service needs. Ability to develop nursing service budget within prescribed parameters. |

|        |   |  |  |  |  |   |
|--------|---|--|--|--|--|---|
| Grade4 | Ability to evaluate and adjust policy.  | Ability to represent the nursing service inside and outside the organisation at a local level. Ability to identify and mediate potential and actual conflict between groups. | Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues. Ability to foster quality research activities. | Ability to develop performance assessment indicators and skill development tools.  | Ability to coordinate planning across a range of services. Ability to manage the process of organisational change, evaluate the outcome adjust direction., process of organisational change evaluate the outcome and adjust direction. | Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation. |
| Grade5 | Ability to develop an environment which promotes continuous improvement in practice.                  | Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level.                                 | Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.  | Ability to coordinate performance management activities within a range of services.  | Ability to contribute to a strategic plan for the nursing service.   |   |
| Grade6 | Ability to develop a culture within the organisation which is open to critical reflection and change. |  |  | Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance. | Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation.  | Ability to assess nursing and/or health service resource utilisation and make recommendations.              |
| Grade7 |   | Ability to represent the nursing service in range of forums including in range of forums including State and National.   | Ability to identify, evaluate and incorporate where appropriate, emerging trends within health care.   | Ability to enhance organisational performance through collaboration with other health facilities.  |  |   |

|        |                       |                          |                      |  |            |  |
|--------|-----------------------|--------------------------|----------------------|--|------------|--|
| Grade8 | Ability to vision and | Ability to represent the | Ability to identify, |  | Ability to |  |
|--------|-----------------------|--------------------------|----------------------|--|------------|--|

|        |   |   |   |  |  |  |
|--------|---|---|---|--|--|--|
|        | articulate the potential for the organisation.                                    | organisation at a State end National level.         | evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health services. |  | generate and develop a strategic plan for the organisation.  |  |
| Grade9 | Ability to contribute to and influence emerging trends within nursing end health. | Ability to negotiate on behalf of the organisation. |   | Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health. | Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State end National level. | Ability to identify additional funding sources. and negotiate funding as required. |

Represents core knowledge and skills. Each grade represents a higher level of function than those beneath.

An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7

J. P. GRAYSON *D.P.*

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(1586)

**SERIAL C3048****ADVISERS (DIOCESE OF MAITLAND - NEWCASTLE) (STATE)  
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the New South Wales Independent Education Union, industrial organisation for employees.

(No. IRC 3543 of 2003)

The Honourable Justice Walton, Vice-President  
Mr Deputy President Sams  
Commissioner Redman

10 June &amp; 6 August 2004

**AWARD****PART A****CONDITIONS****1. Arrangement**

This award is arranged as follows:

| Clause No. | Subject Matter   |
|------------|--|
| 1.         | Arrangement  |
| 2.         | Definitions  |
| 3.         | Terms of Engagement  |
| 4.         | Salary and Related Matters   |
| 5.         | Annual Adjustment of Salary  |
| 6.         | Annual Holiday Loading   |
| 7.         | Union Members and Representatives  |
| 8.         | Sick Leave   |
| 9.         | Catholic Personal/Carer's Leave  |
| 10.        | Parental Leave   |
| 11.        | Long Service Leave   |
| 12.        | Renewal Leave  |
| 13.        | Other Leave  |
| 14.        | Termination  |
| 15.        | Occupational Superannuation (Contribution by Employer)   |
| 16.        | Anti-Discrimination  |
| 17.        | Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the Ombudsman Act 1974. |
| 18.        | Suspension   |
| 19.        | Disputes Procedures  |
| 20.        | No Extra Claims  |
| 21.        | Area, Incidence and Duration   |

**PART B**

## MONETARY RATES

Table 1 - Wage Rates  
Table 2 - Other Rates of Pay and Allowances  
Annexure A - Teacher Classifications  
Annexure B - Portability

**2. Definitions**

For the purpose of this Award:

- (a) "Adviser" means a person employed by an employer to advise with respect to a particular area of specialist educational endeavour requiring knowledge and expertise in an area of school curriculum which may be linked to a programme nominated by the Commonwealth Schools Commission (or any successor to that body) and funded by the Commonwealth Government, including areas such as Subject Specific, Specific Purpose Funded Programmes and Special Education. A reference to an Adviser includes a teacher seconded to such a position.
- (b) "Full-time Adviser" means any Adviser other than a part time one and includes an Adviser appointed for a period of fixed duration.
- (c) "Part-Time Adviser" means an Adviser who is engaged to work regularly, but for less than a full week and not more than 0.8 of the normal hours which a full-time Adviser is required to work.
- (d) "Graduate" means an Adviser who holds a degree from a recognised higher education institution.
- (e) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission determines as being so equivalent.
- (f) "Recognised School" means a school registered under the provisions of the *Education Act 1990* or any registered special school within the meaning of that Act or school for the disabled.
- (g) "Recognised Higher Education Institution" means an Australian University recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (h) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (i) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year full-time duration or its part-time equivalent.
- (j) "Two Years Trained Teacher" means:
  - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
  - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).
- (k) "Three Years Trained Teacher" means:
  - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
  - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).

- (l) "Four Years Trained Teacher" means:
- (i) A teacher who is a graduate in Education four years full-time course); or
  - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
  - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
  - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).
- (m) "Five Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
  - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
  - (iii) A teacher who has obtained other equivalent qualifications.
- (n) "Conditionally Classified Two Year/Three Years Trained Teacher" means a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification.
- (o) "Graduate Without A Teaching Qualification" means a teacher who is a graduate other than a graduate to whom subclause (l) of this clause applies.
- (p) "Senior Teacher Level 1" means a teacher classified as such prior to the introduction of this award.
- (q) "Union" means the New South Wales Independent Education Union.
- (r) "Service Date" means the usual commencement date of employment at a school of the employer for teachers who are to commence teaching on the first day of the first term

### **3. Terms of Engagement**

#### **3.1 Letters of Appointment**

The employer shall provide an Adviser on appointment or secondment with a letter stating, inter alia, the classification and rate of salary payable at the date of appointment, the period of appointment or secondment as an Adviser, the age of retirement, the normal duties that will be required, the place of employment, the person to whom such Adviser shall in the first instance be responsible for the performance of his or her duties, superannuation benefits available and conditions of secondment, if applicable.

#### **3.2 Selection and Appointment Procedures.**

Normally, Adviser positions except temporary positions of up to one term's duration and casual positions will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

### 3.3 Meal Breaks

There shall be a meal break of at least thirty minutes.

### 3.4 Adviser Skill Development

(a) An Adviser may request and be given from time to time by the employer appropriate documentation as evidence of the Adviser's professional development and experience. These documents may, if the Adviser wishes, form a portfolio which shall remain the property of the Adviser.

(b) Where the employer considers that a problem exists in relation to the Adviser's performance the employer shall not use any agreed skill development process in substitution for, or as an alternative to, in whole or in part, procedures which apply to the handling of such problems.

3.5 An employer may direct an Adviser to carry out such duties as are within the limits of the Adviser's skill, competence and/or training.

3.6 Upon the termination of service of an Adviser, the employer shall provide a statement of service setting out the length of service, responsibilities of the Adviser, level of responsibility attained and any special or additional duties performed by such Adviser.

## 4. Salaries and Related Matters

### 4.1 Salaries Payable

(a) The minimum annual rate of salary payable to full-time Advisers shall be composed of the appropriate rate as set out in Table 1 of Part B, Monetary Rates, as determined by this subclause and the appropriate allowance as set out in Table 2 of Part B, Monetary Rates, as determined by subclause 4.1. Fortnightly salaries and allowances shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

#### (b) Five Years Trained Teacher

A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.

#### (c) Four Years Trained

A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.

#### (d) Three Years Trained Teacher

(i) A Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 13.

(ii) A Three Years Trained Teacher on Steps 3 to 8, who by further study, completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of incremental date and shall thereafter progress in accordance with years of service to Step 13 of the scale.

#### (e) Two Years Trained Teacher

- (i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 9 of the scale.
- (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.
- (iii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12.
- (iv) Such professional development, if it is to be considered for the purposes of subparagraph (ii) of this paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.

(f) Graduate Without A Teaching Qualification

A Graduate Without a Teaching Qualification shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall thereafter progress according to years of service to Step 13.

(g) Previous Award Classification

Teachers employed immediately prior to the date of making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the date of making this award calculated in accordance with the provisions of the previous award.

4.2 In addition to the salaries payable pursuant to subclause 4.1, full-time Advisers shall be paid an allowance as set out in Item 1 of Table 2 of Part B as follows:

- (a) An Adviser shall, upon appointment, receive the allowance payable for the first step, provided that where an Adviser, prior to appointment received a salary which was greater than the total salary which would be payable to such an Adviser if he or she were on the first step, then he or she shall receive the allowance payable for Step 2.
- (b) After two years satisfactory performance on Step 1, an Adviser shall proceed to Step 2; and
- (c) After two years satisfactory performance on Step 2, an Adviser shall proceed to Step 3.

4.3 Credit for Previous Teaching Service

- (a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia, or as an employee with a Catholic Education Office performing work similar to that of an Adviser shall count as follows:
  - (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher) or as a full-time Adviser, shall be counted as service;
  - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) or as a part-time Adviser shall be calculated in proportion to the full-time teaching load of a teacher at the school or the hours of work of a full-time Adviser;

- (iii) Service as a casual teacher shall be credited on the basis that 204 days of casual service are equal to a year of service;
  - (iv) Any other employment agreed by the employer and Adviser to be relevant shall be counted as service as agreed by the employer and Adviser or as determined by the Industrial Relations Commission.
- (b) When calculating previous teaching service, one year of service may be deducted for every continuous period of five years' absence from teaching except where the Adviser was for most of the period of absence wholly engaged in child rearing or engaged in other service recognised in accordance with sub-clause 4.4.
- (c) The service of an Adviser with an employer shall be deemed continuous for all purposes notwithstanding that part of the period of service with the employer was as a teacher and part as an Adviser.

#### 4.4 Credit for Other Service

- (a) Teaching Service and Relevant Industry Experience.

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to advising which is relevant to the position in which the Adviser is employed on the basis of one service increment for each year of full-time employment up to a maximum of four increments.

- (b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher or Adviser by the employer on the basis of one increment for each three years of service to a maximum of four increments.

- (c) Child-Rearing

An Adviser who, after completing one year of continuous service, ceases employment and is primarily engaged in child rearing, shall have such period recognised upon return to advising on the basis of one increment for each continuous three years of child rearing to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

- (i) only one parent will receive the benefit for any particular period of child rearing;
- (ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier; and
- (iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the Adviser was engaged in child rearing of another of his or her children the whole period of parental leave will be used when calculating the period of child rearing.

This paragraph shall apply to Advisers employed or re-employed after 7 April 1991.

- (d) An Adviser shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c).

#### 4.5 Process For Applying for Credit For Service

- (a) Upon application for employment an Adviser shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by an Adviser for recognition of previous teaching service or industry experience shall be supported by a statement of service (or similar statement in the case of employment by an employer other than an educational institution) which establishes the period of service to be recognised. An application by an Adviser for recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.
- (c) An application for recognition of previous service (including child-rearing) shall be granted, if successful, from the date the application was received by the employer. In the case where the application was received within one school term of the date the Adviser commenced employment with the employer, the application shall be granted from the date of commencement.

#### 4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of an Adviser who has completed a course of training which makes the Adviser eligible to be so transferred and the further incremental progression of such Adviser on the salary scale shall be effected in accordance with this subclause.
- (b)
  - (i) An Adviser seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the Adviser has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the Adviser eligible to transfer.
  - (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that an Adviser is eligible to transfer to a higher salary step, such transfer shall take effect:-
    - (A) from the beginning of the first pay period to commence on or after the date the Adviser undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later; provided that the application for transfer is received by the employer no later than the first school day of the school term following the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
    - (B) where the application for transfer is not received by the employer within the time specified in (A) from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
  - (iii) An Adviser who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the Adviser to the higher salary step coincides with the Adviser's normal salary incremental date, the increment shall be applied prior to the Adviser being transferred to the higher step.

- (c) An Adviser who is a Two Years Trained, Three Years Trained or Four Years Trained Teacher and who completes a course of training which entitles the Adviser to be classified as a Three Years Trained, Four Years Trained or Five Years Trained Teacher, as the case may be, shall progress to the step on the salary scale which shall be determined by the Adviser's years of service on the lower classification and the Adviser's new qualifications and the Adviser shall retain his or her normal incremental salary date.
- (d) An Adviser who is a Graduate Without a Teaching Qualification, and who completes a course of training which entitles the Adviser to be classified to a higher classification shall progress to the step on the salary scale which is determined by the Adviser's new qualifications and such step as is closest to the Adviser's salary prior to progressing and which shall result in an increase in the Adviser's salary.

#### 4.7 Payment of Salary

- (a) The salary payable to any Adviser pursuant to this clause shall be payable fortnightly.
- (b) The salary payable to any Adviser, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

#### 4.8 Payment of Part-Time Advisers

- (a) A part-time Adviser shall be paid at the same rate as a full-time Adviser with the corresponding classification but in that proportion which the number of hours which his or her normal hours bears to the hours which a full-time Adviser is normally required to work.
- (b) No part-time Adviser shall be required to attend work on any day on which he or she does not normally work.

#### 4.9 Expenses

- (a) An Adviser who is regularly required to use his or her vehicle in the regular performance of his or her work shall be paid a vehicle allowance to cover all expenses as set out in Item 2 of Table 2 of Part B. In calculating distance travelled, journeys between home and place of employment shall not be considered.
- (b) An Adviser who is required to use his or her vehicle in connection with work, but in circumstances where the vehicle is not regularly required for the performance of the Adviser's work shall be paid a vehicle allowance to cover all expenses as set out in Item 3 of Table 2 of Part B. In calculating distance travelled journeys between home and place of employment shall not be considered.
- (c) Travelling and other out of pocket expenses reasonably incurred by an Adviser in the course of duties required by the employer shall be reimbursed by the employer.

#### 4.10 Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the Adviser, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the IEU and relevant employer representatives.

#### 4.11 Annual Remuneration

- (a) Notwithstanding sub-clause 4.7, an employer may offer and an Adviser may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer



administrative charge will equal the appropriate salary prescribed by sub-clause 4.1 and sub-clause 4.2.

- (b) The employer will determine the range of benefits available to the Adviser and the Adviser may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the Adviser's salary and payable either:
  - (i) during employment; or
  - (ii) on termination of employment; or
  - (iii) on death

shall be at the rate prescribed by sub-clause 4.1 and sub-clause 4.2.

### **5. Annual Adjustment of Salary**

5.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act, 1944*; and
- (b) notwithstanding any other provisions in this Award.

5.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) an Adviser commences employment after the school service date;
- (b) where an Adviser takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) where the hours which an Adviser normally works have varied since the school service date ("an Adviser whose hours have varied").

5.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of sub-clause 5.2 shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the Adviser since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the Adviser since the school service date
- F = Result in weeks
- G = The Adviser's current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to paragraph (c) of sub-clause 5.2 to an Adviser whose normal hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

- A = Total salary paid to the Adviser since the school service date  
 B = Salary paid to the Adviser in respect of non-term weeks since the school service date  
 C = Salary paid to the Adviser in respect of term weeks since the school service date  
 D = The total number of non-term weeks in the school year  
 E = The total number of term weeks in the school year  
 F = Result in dollars  
 G = Amount Due

#### 5.4 Advisers who Commence Employment after the School Service Date

- (a) An Adviser who commences employment after the school service date shall be paid from the date the Adviser commences provided that, at the end of Term IV, the Adviser shall be paid an amount calculated pursuant to sub-clause 5.3 of this clause and shall receive no other salary until his or her return to work in the following schools year.
- (b) In each succeeding year of employment, the anniversary of appointment of the Adviser for the purpose of this clause shall be deemed to be the school service date.

#### 5.5 Advisers who take Approved Leave Without Pay or Parental Leave

Where an Adviser takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the Adviser shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
- (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
  - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where an Adviser who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the Adviser shall be paid at the conclusion of Term IV as follows:
- (i) by applying for formula in sub-clause 5.3 as if no payment had been made to the Adviser at the commencement of leave;
  - (ii) by deducting from that amount the amount earlier paid to the Adviser.

#### 5.6 Advisers Whose Hours Have Varied

Where the hours which an Adviser normally works have varied since the school service date in any school year and the Adviser's employment is to continue into the next school year, the Adviser shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause 5.3 shall be calculated; and
- (b) the Adviser shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the Adviser during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the Adviser is paid the amount received will differ from the pay in the preceding fortnights).

5.7 Notwithstanding the provisions of paragraph (a) of subclause 5.1 an Adviser shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

### 6. Annual Holiday Loading

6.1 Subject to 6.6 hereof, where an Adviser is given and takes his or her annual holiday each year he or she shall be paid an annual holiday loading calculated in accordance with this part.

6.2 The loading shall be payable in addition to the pay payable to the Adviser for the period of the annual holiday.

6.3 The loading shall be calculated:

- (a) in relation to such period of an Adviser's annual holiday as is equal to the period of annual holiday to which he or she is entitled for the time being under the *Annual Holidays Act* at the end of each year of employment; or, where relevant,
- (b) the period of annual leave calculated under subclause 6.6 of this clause.

6.4 The loading shall be the amount payable for the period specified in subclause 6.3 or 6.6 of this Clause at the rate of 17 1/2 per cent of the weekly equivalent of the Adviser's annual salary.

6.5 For the purposes of this clause, "salary" shall mean the salary payable to the Adviser at 1st day of December of the year in which the loading is payable, including, the allowance prescribed by subclause 4.2 of clause 4. Salaries and Related Matters, of this award, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that, where subclause 6.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the Adviser pursuant to clause 4 of this award.

6.6 Where an Adviser receives a payment pursuant to paragraph (a) of sub-clause 5.3 or sub-clause 14.4 (other than a teacher terminated by the employer for misconduct) the Adviser shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the Adviser divided by the number of term weeks in the whole school year.

### 7. Union Members and Representative

- 7.1 Meetings of union members who are employed at an office may be held on the premises at times and places reasonably convenient to both union members and the employer.
- 7.2 The employer shall permit the Union Representative in an office to post union notices relating to the holding of meetings on a staff noticeboard.
- 7.3 The Union Representative shall be permitted in working hours to discuss union business with the employer. Such discussion shall take place at a time and place convenient to both parties.

### 8. Sick Leave

- 8.1 Entitlement - Any full-time or part-time Adviser shall be entitled to paid sick leave in respect of any absence on account of illness or injury subject to the following conditions and limitations:-
- (a) In respect of each year of service with an employer the period of sick leave shall, subject to subclause 8.2 of this clause, not exceed in any year of service 25 working days on full pay.
  - (b) An Adviser shall not be entitled to sick leave for any period in respect of which such Adviser is entitled to workers' compensation.
  - (c) An Adviser shall not be entitled to paid sick leave unless he or she notifies the Regional Director (or such other person deputised by the Director) prior to the commencement of the first organised activity on any day, of the nature of the illness and of the estimated duration of the absence. Provided that paid sick leave shall be available if the Adviser took all reasonable steps to notify the Regional Director (or such other person deputised by the Director) or was unable to take such steps
  - (d) The sick leave entitlement of a part-time Adviser shall be in that proportion which his or her hours of work bears to the hours of a full-time Adviser.
  - (e) The Adviser, if required by the employer, complies with subclause 8.4 of this clause.

### 8.2 Accumulation

Sick leave shall accumulate from year to year as follows:-

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that an Adviser shall only be entitled to the sick leave accumulated in respect of the 6 years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
- (b) Sick leave which accrues to an Adviser at the commencement of a year of service pursuant to subclause 8.1 shall be taken prior to the taking of any sick leave which the Adviser has accumulated in accordance with this sub-clause.

### 8.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days absence due to illness an Adviser, shall, upon request, provide a medical certificate addressed to the employer or, if the employer requests, to a medical practitioner nominated by the employer.
- (b) Where an Adviser has claimed frequent single days of sick leave or extended sick leave such that the employer requires additional information in relation to the employees sickness, then, the employer may take action in accordance with this subclause.
  - (i) The employer may arrange a meeting in order to clarify the position with the Adviser. The employer shall invite the Adviser to respond verbally to the issues raised by the employer. If the Adviser is a union member then the employee may seek union advice and assistance.

- (ii) After consideration of the Adviser's response the employer may
  - (a) require further evidence of illness; and/or
  - (b) request the Adviser to obtain a second opinion from another doctor at the employer's cost; and/or
  - (c) request a more detailed estimation of the likely length of the absence; and/or
  - (d) require the Adviser to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
  - (e) discuss with the Adviser any other action.
- (iii) The Adviser may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
- (iv) The parties agree to monitor the operation of this subclause for the duration of the award.

#### 8.4 Portability

- (a) An Adviser who was previously employed with another Catholic Diocesan Employer or Catholic Independent School as a full-time, part-time or temporary employee, and is employed by a employer on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclauses 8.2 of this clause since 29 January 1996 shall be credited to the Adviser as the accumulated sick leave on the commencement of their employment with the Diocese.
- (c) For an Adviser to be eligible for portability of sick leave under this clause, the Adviser must satisfy the following criteria:
  - (1) The Adviser has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the Adviser's employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
  - (2) The former Catholic Diocesan employer or Catholic Independent School will provide to each employee on termination of employment a completed version of the form set out in Annexure B of this award and the employee will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wilcannia-Forbes, and Wollongong, "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award published on 21 August 1998 (306 IG 295) (as varied from time to time) or any award replacing such award and "Diocese" means a Diocese respondent to this award.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause the maximum sick leave portable between Catholic Diocesan employers or catholic Independent Schools and Catholic Diocesan employers shall be 150 days and the sick leave in any one year pursuant to paragraph 9a) of subclause 8.1 shall not exceed 25 days (with one or more employers).

## 9. Catholic Personal/Carer's Leave

### 9.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) An Adviser, other than a casual adviser, with responsibilities in relation to a family member set out in subparagraph (ii) of paragraph (c) who needs the adviser's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days accrued sick leave entitlement, provided for at Clause 8 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) If required, the adviser shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the adviser. An adviser is not entitled to family 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 adviser being responsible for the care of the person concerned; and
  - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the adviser or spouse.

### 9.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) An adviser, other than a casual adviser, with sick leave credits may apply to utilise such credits up to 5 of any current or accrued sick leave entitlement days in any one year of the adviser's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 9.1(c)(ii).
- (c) Where an adviser, other than a casual adviser, is not entitled to utilise sick leave credits pursuant to paragraph 9.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the adviser responsible for the care or support of a person not referred to in subparagraph 9.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 9.2(b) is non-cumulative.
- (e) If required, an adviser shall provide a written statement or other evidence supporting the application for personal/carer's leave for the purpose of pressing domestic necessity.

### 9.3 Notification of Intention to Take Leave

In relation to sub-clauses 9.1 and 9.2, wherever practicable, an adviser shall give the employer notice prior to the absence of the intention to take leave. The adviser shall also provide the name of the person requiring care, that person's relationship to the adviser, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the adviser to give prior notice of absence, the adviser shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 9.4 Unpaid Leave for Family Purpose

With the consent of the employer, an adviser may elect to take unpaid leave for the purpose of providing care and support to a person referred to in sub paragraph 9.1(c)(ii) or paragraph 9.2(c) who is ill.

### 10. Parental Leave

#### 10.1 Maternity Leave

- (a) An adviser who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, is granted maternity leave for a period of nine weeks or longer by the employer and commences maternity leave on or after 27 January 2004, shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for nine weeks at the rate of salary the adviser would have received if the adviser had not taken maternity leave. (If the period of maternity leave granted to the adviser is for less than nine weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The adviser may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the adviser requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where an adviser applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the adviser shall give the employer at least one month's notice of intention.
- (e) If an adviser has commenced paid maternity leave and subsequently the adviser's pregnancy results in a miscarriage or a still birth, the adviser shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the adviser.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) An adviser on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

#### Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - For the purpose of paragraph (a) of this sub-clause, maternity leave commences on or after 27 January 2004, if the first day off work due to maternity leave is on or after 27 January 2004.

## 10.2 Adoption Leave

- (a) An adviser who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) An adviser shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

## 10.3 Paternity Leave

- (a) An adviser shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 10.3(a), an adviser shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the adviser's entitlement to Catholic Personal/Carer's Leave pursuant to clause 9 of this award.
- (c) The adviser shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the adviser to take leave at a time outside the period specified in this paragraph. If the adviser chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the adviser does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 10.3(a) and (b) is inclusive of, and not in addition to, the adviser's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act 1996*.
- (e) The adviser must, at least 4 weeks before proceeding on leave pursuant to paragraph 10.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 10.3(c) above.

## 10.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the *Industrial Relations Act*, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 8.4(d) of this award.

## 11. Long Service Leave

### 11.1 Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955*, shall apply to Advisers employed under this award.



## 11.2 Quantum of Leave

Subject to subclause 11.3 of this clause the amount of long service leave to which an Adviser shall be entitled shall:

- (a) In the case of an Adviser who has completed at least ten years service with the same employer be:
  - (i) in respect of ten years service so completed 13 weeks; and
  - (ii) in respect of each additional seven years of service with the employer since the Adviser last became entitled to long service leave, 13.3 weeks; and with effect from 1 February 2001, 14 weeks;
  - (iii) on the termination of the Adviser's employment, in respect of the number of years service with the employer completed since the Adviser last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.9 weeks for one year's service, and with effect from 1 February 2001, 2.0 weeks for one year's service.
- (b) In the case of an Adviser who has completed with an employer five years service but less than ten years, and whose service is terminated or ceases for any reason, be a proportionate amount on the basis of 13 weeks for ten years service.

## 11.3 Calculation of Entitlement

In the case of an Adviser whose service with an employer began 7 December 2000, and whose service would entitle the Adviser to long service leave under this clause, the amount of long service leave to which such Adviser shall be entitled shall be the sum of the following amounts:

- (a) The amount calculated on the basis of the provisions of the Long Service Leave Act in respect of the period of service before 1 August 1985;
- (b) An amount calculated on the basis of 10.5 weeks in respect of the first ten years service so completed and in respect of each additional year with the employer 1.5 weeks for each completed year of service after ten years for the period from 1 August 1985 to January 30 1995;
- (c) An amount calculated on the basis of 13 weeks in respect of the first ten years service so completed and in respect of each additional year with the employer 1.5 weeks for each completed year of service after ten years for the period from 30 January 1995 to 7 December; and;
- (d) An amount calculated on the basis of the provisions of this clause from 7 December.

## 11.4 Conditions of Taking Leave

- (a) Where an Adviser has become entitled to long service leave in respect of the Adviser's service with an employer, the employer shall give to the Adviser and the Adviser shall take the leave as soon as practicable having regard to the needs of the employer provided always that unless the employer otherwise agrees the Adviser shall give not less than two school terms notice of the Adviser's wish to take leave and further provided that the employer shall give the Adviser not less than two school terms' notice of any requirement that such leave be taken.
- (b) An Adviser may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (c) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of an Adviser who wishes to take a short block of

long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 13.9 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.

- (d) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

11.5 A period of long service leave will be exclusive of a public holiday falling within it.

Notation:

A contrary provision applied under previous awards in place from 1 January 1985 until 7 December.

11.6 The service of an Adviser with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the Adviser taking maternity leave (including paid and unpaid leave in accordance with clause 10 Parental Leave and Allowances or other approved leave without pay but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

11.7 Payment in Lieu of Long Service Leave

- (a) Where an Adviser takes long service leave for an entire school term, the Adviser and the employer may agree that, in addition to the long service leave, the Adviser be paid an amount in lieu of any additional long service leave accumulated by the Adviser, prior to the commencement of the long service leave.
- (b) The maximum payment in lieu of long service leave in paragraph (a) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the Adviser's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, an Adviser's entitlements to long service leave will be reduced by the extent of such payment.

11.8 Long Service Leave and Leave Without Pay

Where an Adviser takes long service leave for an entire school term and the Adviser wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. Such leave without pay would ordinarily be approved for terms in the same year.

- (i) it is not the first four weeks of a school year.

## 12. Renewal Leave

12.1 The parties to this award recognise that the quality of Advisers' and students' educational outcome may be improved by Advisers' experiences out of the school environment, including further education, professional experience, alternative employment in industry, opportunities to address personal or family demands and leisure activities.

- 12.2 The parties agree to implement a scheme of renewal leave. The parties are to agree on the terms of entry, continuation and exit from the scheme including requirements to take the leave over a full school year and specifying the time frame in which the leave is to be taken by a teacher.
- 12.3 The period of renewal leave will be treated as if it was leave without pay for the purpose of other entitlements under this award including incremental progression.

### 13. Other Leave

#### 13.1 Bereavement Leave

- (a) An Adviser shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the Adviser be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. An Adviser may be required to provide the employer with satisfactory evidence of such death.
- (b) Where an Adviser takes bereavement leave in accordance with paragraph (a) of this subclause an employer in their absolute discretion may grant the Adviser additional leave as leave without pay or leave with pay.
- (c) Where an Adviser request leave to attend a funeral of a person not specified in paragraph (a), the employer in their absolute discretion may grant the Adviser leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants an Adviser leave with pay in accordance with paragraphs (b) or (c), such leave will be deducted from the Adviser's entitlement to sick leave in accordance with clause 8, Sick Leave.

An Adviser may be required to provide his/her employer with satisfactory evidence of such death.

- (e) Bereavement Leave shall be available to the adviser in respect to the death of a person in relation to whom the adviser could have utilised Personal/Carer's Leave in clause 9, provided that for the purpose of Bereavement Leave, the adviser need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 9.4 of clause 9, Catholic Personal/ Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the adviser and the reasonable operational requirements of the business.

#### 13.2 Military Reserve Leave

An Adviser who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

#### 13.3 Examination Study Leave

Any Adviser, who for the purposes of furthering her/his educational training, enrolls in any course at a recognised higher education institution, shall be granted:-

- (a) leave with pay on the day of any examination required in the course.
- (b) leave without pay for the purpose of attending any compulsory residential school which is part of such course.

#### 13.4 Jury Service

- (a) A full time or part-time Adviser required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Adviser shall be required to reimburse to the employer any monies payable to the Adviser for such attendance (excluding reimbursement of expenses) which required the Adviser's absence from work.
- (b) The Adviser shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The Adviser of the school shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

#### 13.5 Short Community Service

Where an Adviser's involvement in a community service activity has been approved by the employer after consideration of the needs of the employer, an Adviser shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

#### 13.6 Overseas Volunteer Programs

- (a) A full-time or part-time Adviser shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) An Adviser is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

### **14. Termination**

#### 14.1 Period of Notice

The employment of any Adviser shall not be terminated without at least four school term weeks notice on either side or the payment of or forfeiture of four weeks' salary in lieu of notice.

Provided, however, that where the employer intends to terminate the employment of an Adviser for a reason not reflecting any fault on the part of such Adviser the following conditions shall apply:

- (a) at least four school term weeks notice of the termination or salary in lieu of such notice shall be given;
- (b) the employer shall offer to the Adviser a position in a school; and
  - (i) the Adviser shall be paid at the appropriate classification with years of service including service as an Adviser except that if he or she was employed in a promotions position prior to appointment as an Adviser he or she shall be offered a similar position in a school; and
  - (ii) if the position which is offered is not acceptable to the Adviser the employer shall make available one other such position in a school.

#### 14.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any Adviser for incompetence, misrepresentation, neglect of duty or other misconduct.

#### 14.3 Payment on Termination

A full-time or part-time Adviser shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) notwithstanding any other provisions in this award.

#### 14.4 Calculation of Payments

- (a) A payment made pursuant to this clause to an Adviser whose working hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the Adviser since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the Adviser since the school service date
- F = Result in weeks
- G = Adviser's current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to this clause to an Adviser whose working hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1 } A - B = C$$

$$\text{Step 2 } \frac{C \times D}{E} = F$$

$$\text{Step 3 } F - B = G$$

where:

- A = Total salary paid to the Adviser since the school service date
- B = Salary paid to the Adviser in respect of non-terms weeks since the school service date

- C = Salary paid to the Adviser in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

#### 14.5 Statement of Service

Refer to sub-clause 3.5 of clause 3, Terms of Engagement

### **15. Occupational Superannuation (Contribution By Employer)**

#### 15.1 Definitions - For the purposes of this clause:

- (a) "Basic earnings" shall mean:
  - (i) the minimum annual rate of salary and allowance prescribed from time to time for the employee by sub clauses 4.1 and 4.2 of clause 4, Salaries and Related Matters; and
  - (ii) the amount of any payment made to the employee pursuant to clause 5 Annual Adjustment of Salary or clause 14 Termination.
- (b) "Employee" means a teacher to whom this award applies.
- (c) "Employer" means the employer of a teacher to whom this award applies.
- (d) "Fund" means:
  - (i) the New South Wales Non-Government Schools Superannuation Fund; and
  - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.

#### 15.2 Fund - The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

#### 15.3 Benefits

- (a) Except as provided in paragraphs (b), (d), (e) and (g) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine or such other rate as provided by superannuation legislation as amended from time to time per cent of the employee's basic earnings.
- (b) Where an employee is absent on sick leave and only entitled pursuant to the provisions of this award to receive payment for such sick leave at half pay, the employers' contributions pursuant to this award in respect of that employee during the period of such sick leave shall be reduced to three per cent of the half pay to which the employee is entitled.
- (c) Subject to paragraph (g) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.

- (d) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (e) Contributions shall commence to be paid:
  - (i) in the case of an employee who was employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
  - (ii) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee had not applied to join a fund within six weeks of 1 July 1988 (in the case of an employee employed at 1 July 1988), or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July 1988), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (f) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (g) An employer shall make contributions pursuant to this award in respect of qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (h) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (i) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (e) of this subclause.

15.4 Transfers between Funds - If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (f) of subclause 17.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

## 16. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
  - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

#### **17. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974***

##### 17.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child,  
  
whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or



- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

#### 17.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

#### 17.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either:
  - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
  - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
  - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

#### 17.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

#### 17.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

### **18. Suspension**

Notwithstanding any of the provisions of this award an employer may suspend an Adviser with or without pay while considering any matter which in the view of the employer could lead to the Adviser's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the Adviser and shall not except with the Adviser's consent exceed a period of four weeks.

### **19. Disputes Procedures**

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this Award, by measures based on consultation, co-operation and negotiation.

- 19.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the workplace.
- 19.2 In the event of any matter arising which is of concern or interest, the Adviser shall discuss this matter with his or her supervisor.
- 19.3 If the matter is not resolved at this level, the Adviser may refer this matter to the union representative in the workplace, who will discuss the matter with the appropriate representative of the employer.
- 19.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the nominee of the employer for discussion and appropriate action.
- 19.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- 19.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

### **20. No Extra Claims**

- 20.1 Subject to sub-clause 20.3. It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2005.
- 20.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2005 and no claim can be made for such increases.
- 20.3 The parties agree that leave is reserved to the union to seek to vary the award in respect of long service leave as agreed between the parties in July 2004.

## 21. Area, Incidence and Duration

- 21.1 This award replaces and rescinds the Advisers (Diocese of Maitland-Newcastle) (State) Award 2001 published 10 August 2001 at 326 IG 962 and the Advisers (Diocese of Maitland-Newcastle) (State) Interim Salaries Award 2004.
- 21.2 This award shall apply to all Advisers employed by the Catholic Schools Office, Diocese of Maitland-Newcastle Broken Bay, with the exception of members of a recognised religious teaching order and/or Clerks in Holy Orders and/or Ministers of Religion, provided that application may be made on behalf of any such member to be included within the scope of this Award.
- 21.3
- (a) Subject to paragraph (b), this award shall take effect from 1 January 2004 and remain in force until 31 December 2005.
- (b) Notwithstanding the provisions of paragraph (a) of this sub-clause, the following provisions shall not take effect until the date specified below:
- (i) sub-clause 10.4 - 19 July 2004;
- (ii) sub-clause 3.2 - 31 January 2005.

## PART B

### MONETARY RATES

**Table 1 - Wage Rates**

| Step | ANNUAL SALARY  |   |  |
|------|--|---|--|
|      | Effective from first pay period on or after 1 January 2004<br>(5.5%)<br>\$ | Effective from first pay period on or after 1 July 2004<br>(3%)<br>\$ | Effective from first pay period on or after 1 January 2005<br>(3.5%)<br>\$ |
| 1    | 33,638   | 34,647  | 35,860   |
| 2    | 36,664   | 37,764  | 39,086   |
| 3    | 39,109   | 40,282  | 41,692   |
| 4    | 41,134   | 42,368  | 43,851   |
| 5    | 43,370   | 44,671  | 46,234   |
| 6    | 45,602   | 46,970  | 48,614   |
| 7    | 47,837   | 49,272  | 50,997   |
| 8    | 50,075   | 51,577  | 53,382   |
| 9    | 52,307   | 53,876  | 55,762   |
| 10   | 54,542   | 56,178  | 58,144   |
| 11   | 56,775   | 58,478  | 60,525   |
| 12   | 59,014   | 60,784  | 62,911   |
| 13   | 62,237   | 64,104  | 66,348   |

**Table 2 - Other Rates of Pay and Allowances**

| Item No. | Clause No. | Step | Annual Allowance  |   |  |
|----------|------------|------|---|---|--|
|          |            |      | Effective from first pay period on or after 1 January 2004* | Effective from first pay period on or after 1 July 2004 | Effective from first pay period on or after 1 January 2005** |
|          |            |      |   |   |  |

|   |        |        | \$     | (3%)<br>\$ | \$     |
|---|--------|--------|--------|------------|--------|
| 1 | 4.2(a) | Step 1 | 9,331  | 9,611      | 11,053 |
|   | 4.2(b) | Step 2 | 15,142 | 15,596     | 17,736 |
|   | 4.2(c) | Step 3 | 17,021 | 17,532     | 19,778 |

Notes:

\* Includes adjustment of 5.5% awarded on 19/12/03 and additional increases awarded on 10/6/04 equivalent to 1.5% of total salary for Step 1 and 2% of total salary for Steps 2 and 3.

\*\* Includes adjustment of 3.5% and addition of increases equivalent to 1.5% of total salary for Step 1 and 2% of total salary for Steps 2 and 3.

| Item No. | Clause No. | Distance travelled per year for work |                            |
|----------|------------|--------------------------------------|----------------------------|
| 2        | 4.10(a)    | 0-8000 km 58.8 cents                 | 8001 km or more 20.9 cents |
| 3        | 4.10(b)    | 20.9 cents                           |                            |

## ANNEXURE A

### 1. Teacher Classifications

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2. Definitions of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
  - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
  - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
  - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
  - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
  - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
  - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.

- (iv) A person employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
  - (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
  - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution.

## ANNEXURE B

### PORTABILITY

**Part to be completed by Adviser**

Name of Adviser: \_\_\_\_\_

Name of Former Catholic Diocesan Employer: \_\_\_\_\_

I, \_\_\_\_\_ was formerly employed by \_\_\_\_\_  
(name of Adviser) (name of former Catholic Diocese)

as a \_\_\_\_\_ (Adviser/other).

from \_\_\_\_\_ to \_\_\_\_\_ I commenced as a \_\_\_\_\_ with the Diocese  
(date) (date) (Adviser/other)  
 on \_\_\_\_\_ on

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Part to be completed by former Catholic Diocesan Employer:**

\_\_\_\_\_ was employed by the Diocese as a \_\_\_\_\_ and ceased work on \_\_\_\_\_  
(name of Adviser) (Adviser/other) (date)

At that time, untaken sick leave with the employer over the proceeding \_\_\_\_\_ years of continuous service is as follows: \_\_\_\_\_  
(date)

(SET OUT RECORD)

|      |                         |       |           |
|------|-------------------------|-------|-----------|
| e.g. | Last year of employment | _____ | Sick Days |
|      | Year 2 accumulation     | _____ | Sick Days |
|      | Year 3 accumulation     | _____ | Sick Days |
|      | Year 4 accumulation     | _____ | Sick Days |
|      | Year 5 accumulation     | _____ | Sick Days |
|      | Year 6 accumulation     | _____ | Sick Days |

\_\_\_\_\_  
Diocesan Officer

\_\_\_\_\_  
Date

M. J. WALTON *J. Vice-President.*  
P. J. SAMS *D.P.*  
J. N. REDMAN, *Commissioner.*

\_\_\_\_\_

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(014)

SERIAL C3032

**ADVISERS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF  
BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the New South Wales Independent Education Union, industrial organisation for employees.

(No. IRC 3543 of 2003)

The Honourable Justice Walton, Vice-President  
Mr Deputy President Sams  
Commissioner Redman

10 June &amp; 6 August 2004

**AWARD****PART A****CONDITIONS****1. Arrangement**

This award is arranged as follows:

| Clause No. | Subject Matter   |
|------------|--|
| 1.         | Arrangement  |
| 2.         | Definitions  |
| 3.         | Terms of Engagement                                    |
| 4.         | Salary and Related Matters                             |
| 5.         | Annual Adjustment of Salary                            |
| 6.         | Annual Holiday Loading                                 |
| 7.         | Union Members and Representatives                      |
| 8.         | Sick Leave   |
| 9.         | Catholic Personal/Carer's Leave                        |
| 10.        | Parental Leave   |
| 11.        | Long Service Leave                                     |
| 12.        | Renewal Leave  |
| 13.        | Other Leave  |
| 14.        | Termination  |
| 15.        | Occupational Superannuation (Contribution By Employer) |

16. Anti-Discrimination
17. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*.
18. Suspension
19. Disputes Procedures
20. No Extra Claims
21. Area, Incidence and Duration

## PART B

### MONETARY RATES

- Table 1 - Wage Rates  
Table 2 - Other Rates of Pay and Allowances  
Annexure A - Teacher Classifications  
Annexure B - Portability

## 2. Definitions

For the purpose of this Award:

- (a) "Adviser" means a person employed by an employer to advise with respect to a particular area of specialist educational endeavour requiring knowledge and expertise in an area of school curriculum which may be linked to a programme nominated by the Commonwealth Schools Commission (or any successor to that body) and funded by the Commonwealth Government, including areas such as Subject Specific, Specific Purpose Funded Programmes and Special Education. A reference to an Adviser includes a teacher seconded to such a position.
- (b) "Full-time Adviser" means any Adviser other than a part time one and includes an Adviser appointed for a period of fixed duration.
- (c) "Part-Time Adviser" means an Adviser who is engaged to work regularly, but for less than a full week and not more than 0.8 of the normal hours which a full-time Adviser is required to work.
- (d) "Graduate" means an Adviser who holds a degree from a recognised higher education institution.
- (e) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission determines as being so equivalent.
- (f) "Recognised School" means a school registered under the provisions of the *Education Act 1990* or any registered special school within the meaning of that Act or school for the disabled.
- (g) "Recognised Higher Education Institution" means an Australian University recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (h) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.



- (i) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one-year full-time duration or its part-time equivalent.
- (j) "Two Years Trained Teacher" means:
  - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
  - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).
- (k) "Three Years Trained Teacher" means:
  - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
  - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).
- (l) "Four Years Trained Teacher" means:
  - (i) A teacher who is a graduate in Education four years full-time course); or
  - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
  - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
  - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).
- (m) "Five Years Trained Teacher" means:
  - (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
  - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
  - (iii) A teacher who has obtained other equivalent qualifications.
- (n) "Conditionally Classified Two Year/Three Years Trained Teacher" means a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification.
- (o) "Graduate Without A Teaching Qualification" means a teacher who is a graduate other than a graduate to whom subclause (l) of this clause applies.
- (p) "Senior Teacher Level 1" means a teacher classified as such prior to the introduction of this award.
- (q) "Union" means the New South Wales Independent Education Union.
- (r) "Service Date" means the usual commencement date of employment at a school of the employer for teachers who are to commence teaching on the first day of the first term

### 3. Terms of Engagement

### 3.1 Letters of Appointment

The employer shall provide an Adviser on appointment or secondment with a letter stating, inter alia, the classification and rate of salary payable at the date of appointment, the period of appointment or secondment as an Adviser, the age of retirement, the normal duties that will be required, the place of employment, the person to whom such Adviser shall in the first instance be responsible for the performance of his or her duties, superannuation benefits available and conditions of secondment, if applicable.

### 3.2 Selection and Appointment Procedures.

Normally, Adviser positions except temporary positions of up to one term's duration and casual positions will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

### 3.3 Meal Breaks

There shall be a meal break of at least thirty minutes.

### 3.4 Adviser Skill Development

(a) An Adviser may request and be given from time to time by the employer appropriate documentation as evidence of the Adviser's professional development and experience.

(b) Where the employer considers that a problem exists in relation to the Adviser's performance the employer shall not use any agreed skill development process in substitution for, or as an alternative to, in whole or in part, procedures which apply to the handling of such problems.

3.5 An employer may direct an Adviser to carry out such duties as are within the limits of the Adviser's skill, competence and/or training.

3.6 Upon the termination of service of an Adviser, the employer shall provide a statement of service setting out the length of service, responsibilities of the Adviser, level of responsibility attained and any special or additional duties performed by such Adviser.

## 4. Salaries and Related Matters

### 4.1 Salaries Payable

(a) The minimum annual rate of salary payable to full-time Advisers shall be composed of the appropriate rate as set out in Table 1 of Part B, Monetary Rates, as determined by this subclause and the appropriate allowance as set out in Table 2 of Part B, Monetary Rates, as determined by subclause 4.2. Fortnightly salaries and allowances shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

(b) Five Years Trained Teacher

A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.

(c) Four Years Trained

A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.

(d) Three Years Trained Teacher

- (i) A Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 13.
  - (ii) A Three Years Trained Teacher on Steps 3 to 8, who by further study, completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of incremental date and shall thereafter progress in accordance with years of service to Step 13 of the scale.
- (e) Two Years Trained Teacher
- (i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 9 of the scale.
  - (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.
  - (iii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12.
  - (iv) Such professional development, if it is to be considered for the purposes of subparagraph (ii) of this paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.
- (f) Graduate Without A Teaching Qualification
- A Graduate Without a Teaching Qualification shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall thereafter progress according to years of service to Step 13.
- (g) Previous Award Classification
- Teachers employed immediately prior to the date of making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the date of making this award calculated in accordance with the provisions of the previous award.

4.2 In addition to the salaries payable pursuant to subclause 4.1, full-time Advisers shall be paid an allowance as set out in Item 1 of Table 2 of Part B as follows:

- (a) An Adviser shall, upon appointment, receive the allowance payable for the first step, provided that where an Adviser, prior to appointment received a salary which was greater than the total salary which would be payable to such an Adviser if he or she were on the first step, then he or she shall receive the allowance payable for Step 2.
- (b) After two years satisfactory performance on Step 1, an Adviser shall proceed to Step 2; and
- (c) After two years satisfactory performance on Step 2, an Adviser shall proceed to Step 3.

4.3 Credit for Previous Teaching Service

- (a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or

territories of the Commonwealth of Australia, or as an employee with a Catholic Education Office performing work similar to that of an Adviser shall count as follows:

- (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher) or as a full-time Adviser, shall be counted as service;
  - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) or as a part-time Adviser shall be calculated in proportion to the full-time teaching load of a teacher at the school or the hours of work of a full-time Adviser;
  - (iii) Service as a casual teacher shall be credited on the basis that 204 days of casual service are equal to a year of service;
  - (iv) Any other employment agreed by the employer and Adviser to be relevant shall be counted as service as agreed by the employer and Adviser or as determined by the Industrial Relations Commission.
- (b) When calculating previous teaching service, one year of service may be deducted for every continuous period of five years' absence from teaching except where the Adviser was for most of the period of absence wholly engaged in child rearing or engaged in other service recognised in accordance with sub-clause 4.4.
  - (c) The service of an Adviser with an employer shall be deemed continuous for all purposes notwithstanding that part of the period of service with the employer was as a teacher and part as an Adviser.

#### 4.4 Credit for Other Service

- (a) Teaching Service and Relevant Industry Experience.

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to advising which is relevant to the position in which the Adviser is employed on the basis of one service increment for each year of full-time employment up to a maximum of four increments.

- (b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher or Adviser by the employer on the basis of one increment for each three years of service to a maximum of four increments.

- (c) Child-Rearing

An Adviser who, after completing one year of continuous service, ceases employment and is primarily engaged in child rearing, shall have such period recognised upon return to advising on the basis of one increment for each continuous three years of child rearing to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

- (i) Only one parent will receive the benefit for any particular period of child rearing;
- (ii) Full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier; and
- (iii) Paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the Adviser was engaged in child rearing of another of his or her children the whole period of parental leave will be used when calculating the period of child rearing.

This paragraph shall apply to Advisers employed or re-employed after 7 April 1991.

- (d) An Adviser shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c).

#### 4.5 Process For Applying for Credit For Service

- (a) Upon application for employment an Adviser shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by an Adviser for recognition of previous teaching service or industry experience shall be supported by a statement of service (or similar statement in the case of employment by an employer other than an educational institution) which establishes the period of service to be recognised. An application by an Adviser for recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.
- (c) An application for recognition of previous service (including child-rearing) shall be granted, if successful, from the date the application was received by the employer. In the case where the application was received within one school term of the date the Adviser commenced employment with the employer, the application shall be granted from the date of commencement.

#### 4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of an Adviser who has completed a course of training which makes the Adviser eligible to be so transferred and the further incremental progression of such Adviser on the salary scale shall be effected in accordance with this subclause.
- (b)
  - (i) An Adviser seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the Adviser has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the Adviser eligible to transfer.
  - (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that an Adviser is eligible to transfer to a higher salary step, such transfer shall take effect:-
    - (A) From the beginning of the first pay period to commence on or after the date the Adviser undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later; provided that the application for transfer is received by the employer no later than the first school day of the school term following the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or

- (B) Where the application for transfer is not received by the employer within the time specified in (A) from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
- (iii) An Adviser who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the Adviser to the higher salary step coincides with the Adviser's normal salary incremental date, the increment shall be applied prior to the Adviser being transferred to the higher step.
- (c) An Adviser who is a Two Years Trained, Three Years Trained or Four Years Trained Teacher and who completes a course of training which entitles the Adviser to be classified as a Three Years Trained, Four Years Trained or Five Years Trained Teacher, as the case may be, shall progress to the step on the salary scale which shall be determined by the Adviser's years of service on the lower classification and the Adviser's new qualifications and the Adviser shall retain his or her normal incremental salary date.
- (d) An Adviser who is a Graduate Without a Teaching Qualification, and who completes a course of training which entitles the Adviser to be classified to a higher classification shall progress to the step on the salary scale which is determined by the Adviser's new qualifications and such step as is closest to the Adviser's salary prior to progressing and which shall result in an increase in the Adviser's salary.

#### 4.7 Payment of Salary

- (a) The salary payable to any Adviser pursuant to this clause shall be payable fortnightly.
- (b) The salary payable to any Adviser, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

#### 4.8 Payment of Part-Time Advisers

- (a) A part-time Adviser shall be paid at the same rate as a full-time Adviser with the corresponding classification but in that proportion which the number of hours which his or her normal hours bears to the hours which a full-time Adviser is normally required to work.
- (b) No part-time Adviser shall be required to attend work on any day on which he or she does not normally work.

#### 4.9 Expenses

- (a) An Adviser who is regularly required to use his or her vehicle in the regular performance of his or her work shall be paid a vehicle allowance to cover all expenses as set out in Item 2 of Table 2 of Part B. In calculating distance travelled, journeys between home and place of employment shall not be considered.
- (b) An Adviser who is required to use his or her vehicle in connection with work, but in circumstances where the vehicle is not regularly required for the performance of the Adviser's work shall be paid a vehicle allowance to cover all expenses as set out in Item 3 of Table 2 of Part B. In calculating distance travelled journeys between home and place of employment shall not be considered.
- (c) Travelling and other out of pocket expenses reasonably incurred by an Adviser in the course of duties required by the employer shall be reimbursed by the employer.

#### 4.10 Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the Adviser, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the IEU and relevant employer representatives.

#### 4.11 Annual Remuneration

- (a) Notwithstanding sub-clause 4.7, an employer may offer and an Adviser may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by sub-clause 4.1 and sub-clause 4.2.
- (b) The employer will determine the range of benefits available to the Adviser and the Adviser may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the Adviser's salary and payable either:
  - (i) During employment; or
  - (ii) On termination of employment; or
  - (iii) On death

Shall be at the rate prescribed by sub-clause 4.1 and sub-clause 4.2.

### 5. Annual Adjustment of Salary

#### 5.1 This clause will apply:

- (a) In lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) Notwithstanding any other provisions in this Award.

#### 5.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) An Adviser commences employment after the school service date;
- (b) Where an Adviser takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) Where the hours which an Adviser normally works have varied since the school service date ("an Adviser whose hours have varied").

#### 5.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of sub-clause 5.2 shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the Adviser since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the Adviser since the school service date
- F = Result in weeks
- G = The Adviser's current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to paragraph (c) of sub-clause 5.2 to an Adviser whose normal hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1 } A - B = C$$

$$\text{Step 2 } \frac{C \times D}{E} = F$$

$$\text{Step 3 } F - B = G$$

where:

- A = Total salary paid to the Adviser since the school service date
- B = Salary paid to the Adviser in respect of non-term weeks since the school service date
- C = Salary paid to the Adviser in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

#### 5.4 Advisers who Commence Employment after the School Service Date

- (a) An Adviser who commences employment after the school service date shall be paid from the date the Adviser commences provided that, at the end of Term IV, the Adviser shall be paid an amount calculated pursuant to sub-clause 5.3 of this clause and shall receive no other salary until his or her return to work in the following schools year.
- (b) In each succeeding year of employment, the anniversary of appointment of the Adviser for the purpose of this clause shall be deemed to be the school service date.

#### 5.5 Advisers who take Approved Leave Without Pay or Parental Leave

Where an Adviser takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the Adviser shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
- (i) At the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and



- (ii) At the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where an Adviser who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the Adviser shall be paid at the conclusion of Term IV as follows:
  - (i) By applying for formula in sub-clause 5.3 as if no payment had been made to the Adviser at the commencement of leave;
  - (ii) By deducting from that amount the amount earlier paid to the Adviser.

#### 5.6 Advisers Whose Hours Have Varied

Where the hours which an Adviser normally works have varied since the school service date in any school year and the Adviser's employment is to continue into the next school year, the Adviser shall be paid throughout the summer pupil vacation as follows:

- (a) The amount due pursuant to the formula in paragraph (b) of sub-clause 5.3 shall be calculated; and
- (b) The Adviser shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the Adviser during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the Adviser is paid the amount received will differ from the pay in the preceding fortnights).

5.7 Notwithstanding the provisions of paragraph (a) of subclause 5.1 an Adviser shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

### 6. Annual Holiday Loading

- 6.1 Subject to 6.6 hereof, where an Adviser is given and takes his or her annual holiday each year he or she shall be paid an annual holiday loading calculated in accordance with this part.
- 6.2 The loading shall be payable in addition to the pay payable to the Adviser for the period of the annual holiday.
- 6.3 The loading shall be calculated:
  - (a) In relation to such period of an Adviser's annual holiday as is equal to the period of annual holiday to which he or she is entitled for the time being under the *Annual Holidays Act* at the end of each year of employment; or, where relevant,
  - (b) The period of annual leave calculated under subclause 6.6 of this clause.
- 6.4 The loading shall be the amount payable for the period specified in subclause 6.3 or 6.6 of this Clause at the rate of 17 1/2 per cent of the weekly equivalent of the Adviser's annual salary.
- 6.5 For the purposes of this clause, "salary" shall mean the salary payable to the Adviser at 1st day of December of the year in which the loading is payable, including, the allowance prescribed by subclause 4.2 of clause 4. Salaries and Related Matters, of this award, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that, where subclause 6.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the Adviser pursuant to clause 4 of this award.

- 6.6 Where an Adviser receives a payment pursuant to paragraph (a) of sub-clause 5.3 or sub-clause 14.4 (other than a teacher terminated by the employer for misconduct) the Adviser shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the Advise divided by the number of term weeks in the whole school year.

### **7. Union Members and Representative**

- 7.1 Meetings of union members who are employed at an office may be held on the premises at times and places reasonably convenient to both union members and the employer.
- 7.2 The employer shall permit the Union Representative in an office to post union notices relating to the holding of meetings on a staff noticeboard.
- 7.3 The Union Representative shall be permitted in working hours to discuss union business with the employer. Such discussion shall take place at a time and place convenient to both parties.

### **8. Sick Leave**

- 8.1 Entitlement - Any full-time or part-time Adviser shall be entitled to paid sick leave in respect of any absence on account of illness or injury subject to the following conditions and limitations: -
- (a) In respect of each year of service with an employer the period of sick leave shall, subject to subclause 8.2 of this clause, not exceed in any year of service 25 working days on full pay.
  - (b) An Adviser shall not be entitled to sick leave for any period in respect of which such Adviser is entitled to workers' compensation.
  - (c) An Adviser shall not be entitled to paid sick leave unless he or she notifies the Regional Director (or such other person deputised by the Director) prior to the commencement of the first organised activity on any day, of the nature of the illness and of the estimated duration of the absence. Provided that paid sick leave shall be available if the Adviser took all reasonable steps to notify the Regional Director (or such other person deputised by the Director) or was unable to take such steps
  - (d) The sick leave entitlement of a part-time Adviser shall be in that proportion which his or her hours of work bears to the hours of a full-time Adviser.
  - (e) The Adviser, if required by the employer, complies with subclause 8.4 of this clause.

#### **8.2 Accumulation**

Sick leave shall accumulate from year to year as follows -

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that an Adviser shall only be entitled to the sick leave accumulated in respect of the 6 years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.

- (b) Sick leave which accrues to an Adviser at the commencement of a year of service pursuant to subclause 8.1 shall be taken prior to the taking of any sick leave which the Adviser has accumulated in accordance with this sub-clause.

### 8.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days absence due to illness an Adviser, shall, upon request, provide a medical certificate addressed to the employer or, if the employer requests, to a medical practitioner nominated by the employer.
- (b) Where an Adviser has claimed frequent single days of sick leave or extended sick leave such that the employer requires additional information in relation to the employees sickness, then, the employer may take action in accordance with this subclause.
  - (i) The employer may arrange a meeting in order to clarify the position with the Adviser. The employer shall invite the Adviser to respond verbally to the issues raised by the employer. If the Adviser is a union member then the employee may seek union advice and assistance.
  - (ii) After consideration of the Adviser's response the employer may
    - (a) Require further evidence of illness; and/or
    - (b) Request the Adviser to obtain a second opinion from another doctor at the employer's cost; and/or
    - (c) Request a more detailed estimation of the likely length of the absence; and/or
    - (d) Require the Adviser to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
    - (e) Discuss with the Adviser any other action.
  - (iii) The Adviser may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
  - (iv) The parties agree to monitor the operation of this subclause for the duration of the award.

### 8.4 Portability

- (a) An Adviser who was previously employed with another Catholic Diocesan Employer or Catholic Independent School as a full-time, part-time or temporary employee, and is employed by a employer on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclauses 8.2 of this clause since 29 January 1996 shall be credited to the Adviser as the accumulated sick leave on the commencement of their employment with the Diocese.
- (c) For an Adviser to be eligible for portability of sick leave under this clause, the Adviser must satisfy the following criteria:
  - (1) The Adviser has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the Adviser's employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
  - (2) The former Catholic Diocesan employer or Catholic Independent School will provide to each employee on termination of employment a completed version of the form set out in

Annexure B of this award and the employee will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.

- (d) For the purposes of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wilcannia-Forbes, and Wollongong, "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award published on 21 August 1998 (306 IG 295) (as varied from time to time) or any award replacing such award and "Diocese" means a Diocese respondent to this award.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause the maximum sick leave portable between Catholic Diocesan employers or catholic Independent Schools and Catholic Diocesan employers shall be 150 days and the sick leave in any one year pursuant to paragraph 9a) of subclause 8.1 shall not exceed 25 days (with one or more employers).

#### **9. Catholic Personal/Carer's Leave**

##### **9.1 Use of Sick Leave to Provide Care and Support for a Family Member**

- (a) An Adviser, other than a casual adviser, with responsibilities in relation to a family member set out in subparagraph (ii) of paragraph (c) who needs the adviser's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days accrued sick leave entitlement, provided for at Clause 8 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) If required, the adviser shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the adviser. An adviser is not entitled to family 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 adviser being responsible for the care of the person concerned; and
  - (ii) The family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the adviser or spouse.

##### **9.2 Use of Sick Leave for a Pressing Domestic Necessity**

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) An adviser, other than a casual adviser, with sick leave credits may apply to utilise such credits up to 5 of any current or accrued sick leave entitlement days in any one year of the adviser's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 9.1(c)(ii).
- (c) Where an adviser, other than a casual adviser, is not entitled to utilise sick leave credits pursuant to paragraph 9.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the adviser responsible for the care or support of a person not referred to in subparagraph 9.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 9.2(b) is non-cumulative.

- (e) If required, an adviser shall provide a written statement or other evidence supporting the application for personal/carer's leave for the purpose of pressing domestic necessity.

### 9.3 Notification of Intention to Take Leave

In relation to sub-clauses 9.1 and 9.2, wherever practicable, an adviser shall give the employer notice prior to the absence of the intention to take leave. The adviser shall also provide the name of the person requiring care, that person's relationship to the adviser, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the adviser to give prior notice of absence, the adviser shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

### 9.4 Unpaid Leave for Family Purpose

With the consent of the employer, an adviser may elect to take unpaid leave for the purpose of providing care and support to a person referred to in sub paragraph 9.1(c)(ii) or paragraph 9.2(c) who is ill.

## 10. Parental Leave

### 10.1 Maternity Leave

- (a) An adviser who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, is granted maternity leave for a period of nine weeks or longer by the employer and commences maternity leave on or after 27 January 2004, shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for nine weeks at the rate of salary the adviser would have received if the adviser had not taken maternity leave. (If the period of maternity leave granted to the adviser is for less than nine weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The adviser may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the adviser requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where an adviser applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the adviser shall give the employer at least one month's notice of intention.
- (e) If an adviser has commenced paid maternity leave and subsequently the adviser's pregnancy results in a miscarriage or a still birth, the adviser shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the adviser.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) An adviser on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - For the purpose of paragraph (a) of this sub-clause, maternity leave commences on or after 27 January 2004, if the first day off work due to maternity leave is on or after 27 January 2004.

#### 10.2 Adoption Leave

- (a) An adviser who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) An adviser shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

#### 10.3 Paternity Leave

- (a) An adviser shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 10.3(a), an adviser shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the adviser's entitlement to Catholic Personal/Carer's Leave pursuant to clause 9 of this award.
- (c) The adviser shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the adviser to take leave at a time outside the period specified in this paragraph. If the adviser chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the adviser does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 10.3(a) and (b) is inclusive of, and not in addition to, the adviser's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act 1996*.
- (e) The adviser must, at least 4 weeks before proceeding on leave pursuant to paragraph 10.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 10.3(c) above.

#### 10.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the *Industrial Relations Act* shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to

commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 8.4(d) of this award.

## 11. Long Service Leave

### 11.1 Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955*, shall apply to Advisers employed under this award.

### 11.2 Quantum of Leave

Subject to subclause 11.3 of this clause the amount of long service leave to which an Adviser shall be entitled shall:

- (a) In the case of an Adviser who has completed at least ten years service with the same employer be:
  - (i) In respect of ten years service so completed 13 weeks; and
  - (ii) In respect of each additional seven years of service with the employer since the Adviser last became entitled to long service leave, 13.3 weeks; and with effect from 1 February 2001, 14 weeks;
  - (iii) On the termination of the Adviser's employment, in respect of the number of years service with the employer completed since the Adviser last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.9 weeks for one year's service, and with effect from 1 February 2001, 2.0 weeks for one year's service.
- (b) In the case of an Adviser who has completed with an employer five years service but less than ten years, and whose service is terminated or ceases for any reason, be a proportionate amount on the basis of 13 weeks for ten years service.

### 11.3 Calculation of Entitlement

In the case of an Adviser whose service with an employer began 7 December 2000, and whose service would entitle the Adviser to long service leave under this clause, the amount of long service leave to which such Adviser shall be entitled shall be the sum of the following amounts:

- (a) The amount calculated on the basis of the provisions of the Long Service Leave Act in respect of the period of service before 1 August 1985;
- (b) An amount calculated on the basis of the provisions of clause 10 Long Service Leave of the Advisers (Catholic Education Offices) Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta (State) Award \* published 1 January 1987 and any other relevant award applicable to the employee in respect the period from 1 August 1985 to January 30 1995;
- (c) An amount calculated on the basis of the provisions of clause 11, Long Service Leave of the Advisers (Catholic Education Offices) Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta (State) Award \*\* published 20 March 1998 (303 IG 1200), in respect of the period from 30 January 1995 to 7 December; and;
- (d) An amount calculated on the basis of the provisions of this clause from 7 December.

Notation:

\* This award provided for 10.2 weeks long service leave for the first ten years of service then 1.5 weeks for each completed year of service after ten years qualifying service.

\*\* The provisions of this award were the same as the provisions in the current award applicable to the period from 7 December to 1 February 2001.

#### 11.4 Conditions of Taking Leave

- (a) Where an Adviser has become entitled to long service leave in respect of the Adviser's service with an employer, the employer shall give to the Adviser and the Adviser shall take the leave as soon as practicable having regard to the needs of the employer provided always that unless the employer otherwise agrees the Adviser shall give not less than two school terms notice of the Adviser's wish to take leave and further provided that the employer shall give the Adviser not less than two school terms' notice of any requirement that such leave be taken.
- (b) An Adviser may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (c) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of an Adviser who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 13.9 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (d) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

11.5 A period of long service leave will be exclusive of a public holiday falling within it.

Notation:

A contrary provision applied under previous awards in place from 1 January 1985 until 7 December.

11.6 The service of an Adviser with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the Adviser taking maternity leave (including paid and unpaid leave in accordance with clause 10 Parental Leave and Allowances or other approved leave without pay but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

#### 11.7 Payment in Lieu of Long Service Leave

- (a) Where an Adviser takes long service leave for an entire school term, the Adviser and the employer may agree that, in addition to the long service leave, the Adviser be paid an amount in lieu of any additional long service leave accumulated by the Adviser, prior to the commencement of the long service leave.
- (b) The maximum payment in lieu of long service leave in paragraph (a) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the Adviser's long service leave.



- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, an Adviser's entitlements to long service leave will be reduced by the extent of such payment.

#### 11.8 Long Service Leave and Leave Without Pay

Where an Adviser takes long service leave for an entire school term and the Adviser wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. Such leave without pay would ordinarily be approved for terms in the same year.

#### 11.9 Long Service Leave in Short Blocks

- (a) Diocese of Broken Bay and Archdiocese of Sydney

The Diocese of Broken Bay and the Archdiocese of Sydney may permit advisers to take long service leave in blocks of less than a full term provided that

- (i) The minimum period of leave to be taken in any one application is four weeks;
- (ii) The leave may not be taken during first term; and
- (iii) The period of leave taken is within a single term.

- (b) Diocese of Parramatta

Following the completion of ten year's service access to periods of Long Service Leave of less than one term may be requested and granted at the discretion of the Executive Director of Schools or his/her nominee and subject to the following:

- (i) This would normally be granted provided it takes into account professional obligations;
- (ii) It is granted for one period only within a given school year;
- (iii) It is not the first four weeks of a school year.

### 12. Renewal Leave

- 12.1 The parties to this award recognise that the quality of Advisers' and students' educational outcome may be improved by Advisers' experiences out of the school environment, including further education, professional experience, alternative employment in industry, opportunities to address personal or family demands and leisure activities.
- 12.2 The parties agree to implement a scheme of renewal leave. The parties are to agree on the terms of entry, continuation and exit from the scheme including requirements to take the leave over a full school year and specifying the time frame in which the leave is to be taken by a teacher.
- 12.3 The period of renewal leave will be treated as if it was leave without pay for the purpose of other entitlements under this award including incremental progression.

### 13. Other Leave

#### 13.1 Bereavement Leave

- (a) An Adviser shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the Adviser be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three

school days. An Adviser may be required to provide the employer with satisfactory evidence of such death.

- (b) Where an Adviser takes bereavement leave in accordance with paragraph (a) of this subclause an employer in their absolute discretion may grant the Adviser additional leave as leave without pay or leave with pay.
- (c) Where an Adviser request leave to attend a funeral of a person not specified in paragraph (a), the employer in their absolute discretion may grant the Adviser leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants an Adviser leave with pay in accordance with paragraphs (b) or (c), such leave will be deducted from the Adviser's entitlement to sick leave in accordance with clause 8, Sick Leave.

An Adviser may be required to provide his/her employer with satisfactory evidence of such death.

- (e) Bereavement Leave shall be available to the adviser in respect to the death of a person in relation to whom the adviser could have utilised Personal/Carer's Leave in clause 9, provided that for the purpose of Bereavement Leave, the adviser need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 9.4 of clause 9, Catholic Personal/ Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the adviser and the reasonable operational requirements of the business.

### 13.2 Military Reserve Leave

An Adviser who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

### 13.3 Examination Study Leave

Any Adviser, who for the purposes of furthering her/his educational training, enrolls in any course at a recognised higher education institution, shall be granted -

- (a) Leave with pay on the day of any examination required in the course.
- (b) Leave without pay for the purpose of attending any compulsory residential school which is part of such course.

### 13.4 Jury Service

- (a) A full time or part-time Adviser required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Adviser shall be required to reimburse to the employer any monies payable to the Adviser for such attendance (excluding reimbursement of expenses) which required the Adviser's absence from work.
- (b) The Adviser shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The Adviser of the school shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

### 13.5 Short Community Service

Where an Adviser's involvement in a community service activity has been approved by the employer after consideration of the needs of the employer, an Adviser shall be entitled to paid leave of not more

than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

#### 13.6 Overseas Volunteer Programs

- (a) A full-time or part-time Adviser shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) An Adviser is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

### 14. Termination

#### 14.1 Period of Notice

The employment of any Adviser shall not be terminated without at least four school term weeks notice on either side or the payment of or forfeiture of four weeks' salary in lieu of notice.

Provided, however, that where the employer intends to terminate the employment of an Adviser for a reason not reflecting any fault on the part of such Adviser the following conditions shall apply:

- (a) At least four school term weeks notice of the termination or salary in lieu of such notice shall be given;
- (b) The employer shall offer to the Adviser a position in a school; and
  - (i) The Adviser shall be paid at the appropriate classification with years of service including service as an Adviser except that if he or she was employed in a promotions position prior to appointment as an Adviser he or she shall be offered a similar position in a school; and
  - (ii) If the position which is offered is not acceptable to the Adviser the employer shall make available one other such position in a school.

#### 14.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any Adviser for incompetence, misrepresentation, neglect of duty or other misconduct.

#### 14.3 Payment on Termination

A full-time or part-time Adviser shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) In lieu of the corresponding provisions of the *Annual Holidays Act, 1944*; and

- (b) Notwithstanding any other provisions in this award.

#### 14.4 Calculation of Payments

- (a) A payment made pursuant to this clause to an Adviser whose working hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the Adviser since the school service date  
 B = The number of non-term weeks in the school year  
 C = The number of term weeks in the school year  
 D = Result in weeks  
 E = The number of non-term weeks worked by the Adviser since the school service date  
 F = Result in weeks  
 G = Adviser's current fortnightly salary  
 H = Amount Due

- (b) A payment made pursuant to this clause to an Adviser whose working hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1 } A - B = C$$

$$\text{Step 2 } \frac{C \times D}{E} = F$$

$$\text{Step 3 } F - B = G$$

where:

- A = Total salary paid to the Adviser since the school service date  
 B = Salary paid to the Adviser in respect of non-terms weeks since the school service date  
 C = Salary paid to the Adviser in respect of term weeks since the school service date  
 D = The total number of non-term weeks in the school year  
 E = The total number of term weeks in the school year  
 F = Result in dollars  
 G = Amount Due

#### 14.5 Statement of Service

Refer to sub-clause 3.5 of clause 3, Terms of Engagement

### 15. Occupational Superannuation (Contribution By Employer)

#### 15.1 Definitions - For the purposes of this clause:

- (a) "Basic earnings" shall mean:
  - (i) the minimum annual rate of salary and allowance prescribed from time to time for the employee by sub clauses 4.1 and 4.2 of clause 4, Salaries and Related Matters; and
  - (ii) The amount of any payment made to the employee pursuant to clause 5 Annual Adjustment of Salary or clause 14 Termination.
- (b) "Employee" means a teacher to whom this award applies.
- (c) "Employer" means the employer of a teacher to whom this award applies.
- (d) "Fund" means:
  - (i) The New South Wales Non-Government Schools Superannuation Fund; and
  - (ii) Any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.

15.2 Fund - The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

### 15.3 Benefits

- (a) Except as provided in paragraphs (b), (d), (e) and (g) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine or such other rate as provided by superannuation legislation as amended from time to time per cent of the employee's basic earnings.
- (b) Where an employee is absent on sick leave and only entitled pursuant to the provisions of this award to receive payment for such sick leave at half pay, the employers' contributions pursuant to this award in respect of that employee during the period of such sick leave shall be reduced to three per cent of the half pay to which the employee is entitled.
- (c) Subject to paragraph (g) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (d) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (e) Contributions shall commence to be paid:
  - (i) In the case of an employee who was employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
  - (ii) In the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee had not applied to join a fund within six weeks of 1 July 1988 (in the case of an employee employed at 1 July 1988), or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July

1988), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (f) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (g) An employer shall make contributions pursuant to this award in respect of qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (h) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (i) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (e) of this subclause.

15.4 Transfers between Funds - If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (f) of subclause 17.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) Of the employee's application to join the other fund; and
- (b) That the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

## 16. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
  - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;

- (ii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iii) A party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
  - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### **17. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974***

#### 17.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) Any behaviour that causes psychological harm to a child,  
  
Whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) Conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) The use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) Conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

#### 19.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) An opportunity to respond to the reportable allegation or exempt allegation; and
- (b) Sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

#### 19.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either:
  - (i) Compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
  - (ii) Contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
  - (iii) Prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

#### 19.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

#### 19.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

### **18. Suspension**



Notwithstanding any of the provisions of this award an employer may suspend an Adviser with or without pay while considering any matter which in the view of the employer could lead to the Adviser's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the Adviser and shall not except with the Adviser's consent exceed a period of four weeks.

### **19. Disputes Procedures**

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this Award, by measures based on consultation, co-operation and negotiation.

- 19.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the workplace.
- 19.2 In the event of any matter arising which is of concern or interest, the Adviser shall discuss this matter with his or her supervisor.
- 19.3 If the matter is not resolved at this level, the Adviser may refer this matter to the union representative in the workplace, who will discuss the matter with the appropriate representative of the employer.
- 19.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the nominee of the employer for discussion and appropriate action.
- 19.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- 19.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

### **20. No Extra Claims**

- 20.1 Subject to sub-clause 20.3. It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2005.
- 20.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2005 and no claim can be made for such increases.
- 20.3 The parties agree that leave is reserved to the union to seek to vary the award in respect of long service leave as agreed between the parties in July 2004.

### **21. Area, Incidence and Duration**

- 21.1 This award replaces and rescinds the Advisers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2000 published 6 April 2001 [323 IG 823] and all variation thereto and the Advisers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Salaries Interim Award 2004.
- 21.2 This award shall apply to all Advisers employed by the Catholic Education Office Archdiocese of Sydney, Catholic Schools Office, Diocese of Broken Bay or Catholic Education Office Diocese of Parramatta, with the exception of members of a recognised religious teaching order and/or Clerks in Holy Orders and/or Ministers of Religion, provided that application may be made on behalf of any such member to be included within the scope of this Award.
- 21.3

- (a) Subject to paragraph (b), this award shall take effect from 1 January 2004 and remain in force until 31 December 2005.
- (b) Notwithstanding the provisions of paragraph (a) of this sub-clause, the following provisions shall not take effect until the date specified below:
- (i) Sub-clause 10.4 - 19 July 2004;
- (ii) Sub-clause 3.2 - 31 January 2005.

## PART B

### MONETARY RATES

**Table 1 - Wage Rates**

| Step | ANNUAL SALARY   |  |   |
|------|---|--|---|
|      | Effective from first pay period<br>on or after 1 January 2004<br>(5.5%)<br>\$ | Effective from first pay period<br>on or after 1 July 2004<br>(3%)<br>\$ | Effective from first pay period<br>on or after 1 January 2005<br>(3.5%)<br>\$ |
| 1    | 33,638  | 34,647   | 35,860  |
| 2    | 36,664  | 37,764   | 39,086  |
| 3    | 39,109  | 40,282   | 41,692  |
| 4    | 41,134  | 42,368   | 43,851  |
| 5    | 43,370  | 44,671   | 46,234  |
| 6    | 45,602  | 46,970   | 48,614  |
| 7    | 47,837  | 49,272   | 50,997  |
| 8    | 50,075  | 51,577   | 53,382  |
| 9    | 52,307  | 53,876   | 55,762  |
| 10   | 54,542  | 56,178   | 58,144  |
| 11   | 56,775  | 58,478   | 60,525  |
| 12   | 59,014  | 60,784   | 62,911  |
| 13   | 62,237  | 64,104   | 66,348  |

**Table 2 - Other Rates of Pay and Allowances**

| Item No. | Clause No. | Step   | Annual Allowance  |   |  |
|----------|------------|--------|---|---|--|
|          |            |        | Effective from first pay<br>period on or after<br>1 January 2004*<br>\$ | Effective from first pay<br>period on or after<br>1 July 2004<br>(3%)<br>\$ | Effective from first pay<br>period on or after<br>1 January 2005**<br>\$ |
| 1        | 4.2(a)     | Step 1 | 9,331   | 9,611   | 11,053   |
|          | 4.2(b)     | Step 2 | 15,142  | 15,596  | 17,736   |
|          | 4.2(c)     | Step 3 | 17,021  | 17,532  | 19,778   |

Notes:

\* Includes adjustment of 5.5% awarded on 19/12/03 and additional increases awarded on 10/6/04 equivalent to 1.5% of total salary for Step 1 and 2% of total salary for Steps 2 and 3.

\*\* Includes adjustment of 3.5% and additional increases equivalent to 1.5% of total salary for Step 1 and 2% of total salary for Steps 2 and 3.

| Item | Clause | Distance travelled per year for work |
|------|--------|--------------------------------------|
|------|--------|--------------------------------------|

| No. | No.     |                      |                            |
|-----|---------|----------------------|----------------------------|
| 2   | 4.10(a) | 0-8000 km 58.8 cents | 8001 km or more 20.9 cents |
| 3   | 4.10(b) | 20.9 cents           |                            |

## ANNEXURE A

### 1. Teacher Classifications

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2. Definitions of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
  - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
  - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
  - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
  - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
  - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
  - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
  - (iv) A person employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
  - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution.

**ANNEXURE B**

**PORTABILITY**

**Part to be completed by Advisor**

Name of Adviser: \_\_\_\_\_

Name of Former Catholic Diocesan Employer: \_\_\_\_\_

I, \_\_\_\_\_ was formerly employed by \_\_\_\_\_  
(name of Adviser) (name of former Catholic Diocese)

as a \_\_\_\_\_ (Adviser/other).

from \_\_\_\_\_ to \_\_\_\_\_ I commenced as a \_\_\_\_\_ with the Diocese on  
on (date) (date) (Adviser/other)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature Date

**Part to be completed by former Catholic Diocesan Employer:**

\_\_\_\_\_ was employed by the Diocese as \_\_\_\_\_ and ceased work on  
a \_\_\_\_\_  
(name of Adviser) (Adviser/other) (date)

At that time, untaken sick leave with the employer over the proceeding \_\_\_\_\_ years of continuous  
service is as follows: (date)

**(SET OUT RECORD)**

|      |                         |       |           |
|------|-------------------------|-------|-----------|
| e.g. | Last year of employment | _____ | Sick Days |
|      | Year 2 accumulation     | _____ | Sick Days |
|      | Year 3 accumulation     | _____ | Sick Days |
|      | Year 4 accumulation     | _____ | Sick Days |
|      | Year 5 accumulation     | _____ | Sick Days |
|      | Year 6 accumulation     | _____ | Sick Days |

\_\_\_\_\_  
Diocesan Officer

\_\_\_\_\_  
Date

M. J. WALTON *J, Vice-President.*  
P. J. SAMS *D.P.*

J. N. REDMAN, Commissioner.

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(103)

**SERIAL C3441**

## **TAXI INDUSTRY (CONTRACT DRIVERS) CONTRACT DETERMINATION, 1984**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Pigott Stinson Ratner Thom.

(No. IRC 6359 of 2004)

Before The Honourable Justice Marks

3 December 2004

### **VARIATION**

1. Delete Table 1 - Wages, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the contract determination published 2 August 1991 (264 I.G. 456), and insert in lieu thereof the following:

**Table 1 - Wages**

| Shift                    | Maximum pay-in<br>including GST<br>\$ | Km  | Excess per Km |
|--------------------------|---------------------------------------|-----|---------------|
| Day shifts - all days    | 130.34                                | 260 | 0.54 cents    |
| Night shifts - Monday    | 141.42                                | 300 | 0.54 cents    |
| Night shifts - Tuesday   | 143.87                                | 320 | 0.54 cents    |
| Night shifts - Wednesday | 155.14                                | 320 | 0.54 cents    |
| Night shifts - Thursday  | 175.03                                | 350 | 0.54 cents    |

|                         |        |     |            |
|-------------------------|--------|-----|------------|
| Night shifts - Friday   | 198.52 | 400 | 0.54 cents |
| Night shifts - Saturday | 198.52 | 400 | 0.54 cents |
| Night shifts - Sunday   | 153.89 | 320 | 0.54 cents |

**Table 2 - Other Rates and Allowances (exclusive of GST)**

| Item No. | Clause No. | Brief Description                          | Amount \$                      |
|----------|------------|--|--------------------------------|
|          | 2(j)       | Excess fee amount                          | 0.54                           |
| 1        | 19(b)(i)   | Annual leave pay (bailee - 12 months)      | 630.45                         |
| 2        | 19(b)(ii)  | Annual leave pay (bailee - 3 to 12 months) | 630.45 x 4/48x<br>no. of weeks |
| 3        | 20         | Sick leave                                 | 126.54                         |
|          | 21         | Bond                                       | 104.12                         |
| 4        | 23(ii)     | Incomplete shift                           | 15.81                          |

2. This variation is to take effect from the commencement of the first shift worked on and from 6 December 2004.

F. MARKS J.

Printed by the authority of the Industrial Registrar.

(300)

**SERIAL C3204**

## **READYMIX HOLDINGS PTY LTD CONCRETE CARTAGE DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Readymix Holdings Pty Ltd.

(No. IRC 3944 of 2004)

Before The Honourable Justice Marks

20 August 2004

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Parties

1. Readymix Holdings Pty Ltd (ABN 87 099 732 297) carrying on business at 90-92 Phillip Street, Parramatta in the State of New South Wales (Readymix)
2. The Transport Workers Union of New South Wales for and on behalf of contract Carriers covered by the terms of this Determination.

This Determination is made pursuant to the provisions of Chapter 6 Part 3 of the *Industrial Relations Act 1996* (NSW) as amended.

The parties hereto hereby agree as follows:

## 1. Interpretation

### 1.1 Definitions

In this document:

6 Wheeler means a Concrete Truck with three (3) axles and six (6) wheel positions.

8 Wheeler means a Concrete Truck with four (4) axles and eight (8) wheel positions.

Mini Truck means a Concrete Truck with two (2) axles and four (4) wheel positions.

Accounting Period means a calendar month unless varied by consent.

Additional Payments means those payments specified in clause 6.

Agitator means the mixing equipment necessary to mix concrete during transportation by a Concrete Truck. It is also referred to herein as "the mixer".

Amenities means the Drivers' lunch room at a Plant.

Annual Safety Net Payment means the payment referred to, and calculated in accordance with, clause 0 and schedule 2 (and "Safety Net" shall have a corresponding meaning).

Average Fleet Productivity means the average annual paid cubic metres carried by a group of Contractors in a Utilisation Group.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in the State.

Commencement Date means 16 January 2005.

Concrete means pre-mixed concrete manufactured by Readymix and any other materials that can be delivered in a Concrete Truck as may be designated by Readymix.

Concrete Truck means a vehicle used to transport and deliver pre-mixed concrete and, subject to clause 0, to mix the concrete.

Continuous Pour shall mean

- (a) A slab and any walls, columns, stairs and the like provided they are an integral part of the said slab and are poured at the same time; or
- (b) Road pavements; or
- (c) Multiple strip footings within a radius of one half (1/2) kilometre; or
- (d) Tilt up panels.

A continuous pour as defined cannot continue from one calendar day to the next.

Configuration means the classification of a Concrete Truck by reference to its Load Capacity as follows:

- (a) Mini Truck;

- (b) 6 Wheeler;
- (c) 8 Wheeler; or
- (d) Any other classifications designated by Readymix from time to time.

"Carrier" or "Contractor" both mean a Carrier as defined in the *Industrial Relations Act 1996* who supplies a Concrete Truck.

Cyclic Start Roster means a start of day roster applicable to Concrete Trucks having the same Configuration at each Plant based on a "first out yesterday, last out today" system with the effect that each Concrete Truck of that Configuration will move through the cycle for that Configuration from starting first to starting last and, on successive days, all points in between (provided that this definition of Cyclic Start Roster will vary in accordance with the provisions of clause 11.4).

Driver means a person employed or engaged by the Carrier and nominated by the Carrier to operate a Concrete Truck for the Carrier pursuant to clause 0 of this Determination.

Home Plant means the Plant designated by Readymix from time to time as the Plant from which the Carrier's Concrete Truck will, unless transferred, operate from the start of each Working Day.

Insolvency Event means:

- (a) a person is or states that the person is unable to pay from the person's own money all the person's debts as and when they become due and payable;
- (b) a person is taken or must be presumed to be insolvent or unable to pay its debts under any applicable legislation;
- (c) an application or order is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of a corporation;
- (d) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within seven days;
- (e) a receiver or receiver and manager is appointed in respect of any property of a corporation;
- (f) a corporation is deregistered under the *Corporations Act* or notice of its proposed deregistration is given to the corporation;
- (g) a distress, attachment or execution is levied or becomes enforceable against any property of a person;
- (h) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members, or a moratorium involving any of them;
- (i) a petition for the making of a sequestration order against the estate of a person is presented and the petition is not stayed, withdrawn or dismissed within seven days or a person presents a petition against himself or herself;
- (j) a person presents a declaration of intention under section 54A of the *Bankruptcy Act 1966*; or

anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of a person.

Load Capacity means the lesser of:

- (k) the maximum legal carrying capacity of the Carrier's Concrete Truck; and
- (l) the manufacturer's nominated maximum capacity of the Agitator.

Minor Maintenance for the purposes of clauses 19.6 (c) shall include replacement of globes and clearance lights, all backup alarm maintenance, fitting of mud flaps, greasing of rollers and any fluid inspections.

New Truck means a truck that is less than three (3) years of age and is in the fleet at the commencement of this agreement or in the case of trucks not in the fleet a brand new truck.

Operational Area means any area within New South Wales designated by Readymix as a discrete area of operation.

Operational Requirements means all factors which may, in Readymix's opinion, affect the operating efficiency, volume or quality of concrete produced, profitability of one or more Plants or otherwise affect in any way one or more Plants or any aspect of Readymix's business.

Carrier's Service Obligations means those of the Carrier's obligations under this Determination which relate to the loading, mixing, transportation and delivery of concrete and other designated materials, and those relating to rostering, occupational health and safety and information and documentation required in respect of deliveries of concrete and other designated materials to customers.

Plant means a batching plant where concrete and similar batched materials are manufactured for delivery in a Concrete Truck.

Practicable Route means roads open for use by vehicles with the Configuration of the Carrier's Concrete Truck.

Public Holiday means a day declared and gazetted as such for the Operational Area.

Quarter means each three month period ending on 31 March, 30 June, 30 September and 31 December each year.

Readymix Officer means Readymix's Chief Executive Officer, Chief Financial Officer or Chief Operating Officer or an authorised Readymix General Manager.

Readymix's Normal Trading Hours means 6:00 am to 6:00 pm Monday to Friday and from 6:00 am to 1:00 pm Saturday.

Readymix Representative means the Readymix Plant Manager or his/her delegate.

Rejected Concrete means concrete that does not meet the product specification detailed on the delivery docket and is unacceptable for delivery.

Returned Concrete means concrete that is excess to a particular customer's requirements.

Roster Off means the period during which the Carrier's services are not required by Readymix for the balance of a Working Day.

Slump means a measure of consistency of concrete that can be determined visually and confirmed by the test method detailed in the current edition of Australian Standard AS1012.

Term means the term of this Determination determined in accordance with clause 0.

True Cost Formula means the formula upon which Utilisation Cartage Rates may be varied due to the rise or fall of predetermined indices.

Union means the Transport Workers Union of New South Wales.

Utilisation Cartage Rates means the cartage rates paid for various annualised levels of truck productivity measured in cubic metres per truck per year (m<sup>3</sup>/truck/year) as set out in schedule 2..

Utilisation Group means a group of Concrete Trucks which includes the Carrier's truck:

- (m) having the same Configuration as the Carrier's Concrete Truck;
- (n) operating from the same Home Plant, Plants or Operational Area nominated by Readymix as applicable to the Carrier; and
- (o) which may be varied by Readymix only once each 12 month period by the giving by Readymix of three (3) months notice to the Carrier or Carriers affected.

Working Day means any day on which Readymix requires a Carrier to provide services pursuant to this Determination (and "Work Day" shall have a corresponding meaning).

## 1.2 Interpretation

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) includes means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (iv) a right includes a benefit, remedy, discretion and power;
  - (v) time is to local time in the Operational Area;
  - (vi) \$ or "dollars" is a reference to Australian currency;
  - (vii) this or any other document includes the document as notated, varied or replaced and despite any change in the identity of the parties;

- (viii) a clause or schedule is to a clause or schedule of this Determination;
  - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmission; and
  - (x) this document includes all schedules and annexures to it; and
- (g) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

## **2. Appointment as Independent Contractor**

### **2.1 Engagement**

The Carrier acknowledges that it is an independent contractor to Readymix for the purpose of delivering pre-mixed concrete and other designated materials to customers of Readymix.

### **2.2 Carrier's Employees**

The Carrier is at all times and will remain, responsible for all employment costs including wages, salaries, fees for service, sick leave, annual leave, long service leave, superannuation, worker's compensation insurance and other entitlements of all persons employed or otherwise engaged by the Carrier in connection with the performance of this Determination and for all payroll and other taxes payable in respect of those persons.

### **2.3 Carrier To Supply Concrete Truck**

The Carrier is responsible for providing the Concrete Truck necessary to provide the services required pursuant to this Determination. Subject to clause 0, this obligation may include the obligation to provide the Agitator for the Concrete Truck. The Carrier must own the Concrete Truck and may use an appropriate financing mechanism if the Carrier so chooses.

### **2.4 Level Of Earnings**

The Carrier acknowledges that the Carrier's level of earnings under this Determination is influenced by many factors including:

- (a) the level of demand for Readymix concrete from Readymix's customers; and
- (b) the Carrier's efficiency and availability.

The Carrier further acknowledges that the Carrier may earn more or less than other Carriers.

## **3. (A) Date of Operation**

This Determination will commence on 16 January 2005 and remain in force for a period of three (3) years thereafter.

Notation: The parties to this Determination agree that it represents a ten (10) year commitment. Neither party intends to change that commitment.

## **3. (B) Cartage Contract Term**

### **3(B)**

1. Under the provisions of this Determination each Carrier engaged by Readymix is hereby granted a cartage contract on the terms and conditions contained in this Determination and which cartage contract shall have the following period of operation:

1. Category A Contracts

Readymix shall nominate one hundred and six (106) Carriers who will be granted a cartage contract of ten (10) years duration to commence from the date the carrier introduces a new truck (as approved by Readymix) to the fleet.

The introduction by the Carrier of a new truck must be effected no later than 30 April 2006 and will be co-ordinated by the Carrier and Readymix. For the period from the date of commencement of this Determination to the date of introduction of the new truck the Carrier will continue to be engaged by Readymix under the terms of this Determination.

2. Category B Contracts

Readymix shall nominate forty (40) Carriers who will be granted a cartage contract of two (2) years duration to commence from 16 January 2005.

During the two (2) year period of the cartage contract Readymix will closely review the performance of each Carrier. If the performance of a Carrier is found by Readymix to be satisfactory then that Carrier will be offered a contract extension of eight (8) years which extension will take effect from 16 January 2007 provided however, that in order to qualify for the eight (8) year extension, the carrier must introduce a new truck (as approved by Readymix) to the fleet prior to 16 January 2007.

3. Category C Contracts

Readymix shall nominate six (6) carriers who shall be granted cartage contracts of seven (7) years duration which contracts shall commence operation on 16 January 2005. Readymix has the absolute discretion to require these carriers to assign their contracts on the open market at any time.

3(B)

2. When a carrier introduces a new truck to the fleet in any circumstances the truck must first be approved by Readymix in writing and must meet all the criteria required by Readymix in this regard.

### 3. (C) Vehicles

Readymix has the absolute right and discretion to nominate the configuration of any vehicle introduced by a Carrier to the fleet. In particular Readymix has the discretion to decide the number and location of eight (8) wheeler and six (6) wheeler vehicles in the fleet.

### 4. Carrier's Payment Entitlements

#### 4.1 Summary Of Entitlements

Subject to the Carrier complying with the provisions of this Determination, the Carrier will receive from Readymix:

- (a) payment of a cartage rate for concrete carried along the shortest practicable route by the Carrier's Concrete Truck at the Utilisation Cartage Rates and in accordance with the provisions of schedule 2;
- (b) where applicable, the Annual Safety Net Payment calculated in accordance with, and subject to the provisions of, clause 0; and
- (c) where applicable, the Additional Payments.

Note: A three (3) metre and three (3) kilometre minimum shall apply to all cartage except where otherwise specified.

Further Note: a four (4) metre minimum shall apply to all cartage in excess of 25 kilometres.

#### 4.2 Contents Of Schedule 2

The Parties acknowledge that schedule 2 contains, amongst other matters:

- (a) a True Cost Formula which details the costs of labour, running costs (including repair and service costs) and Return on Funds Employed necessary to operate a Concrete Truck, which figures are subject to stated assumptions and subject to increase in accordance with the provisions of schedule 2; and
- (b) per cubic metre volume incentives, running rates (i.e. per kilometre rate) and load fees based on various levels of paid cubic metres per Concrete Truck per year.

#### 4.3 Average Fleet Productivity Review

- (a) On or before the 15th day of the calendar month after the end of each Quarter, Readymix will calculate the Average Fleet Productivity for the Carrier's Utilisation Group for the previous Quarter. The average fleet productivity calculation will measure the average volume of paid carted quantities (other than concrete produced on Sundays) for all Concrete Trucks of the same Configuration in the relevant Utilisation Group to which the Carrier belonged. All calculations under this clause will exclude the Company owned fleet or any other fleet engaged by Readymix for the purpose of carting concrete.
- (b) Where a Carrier is transferred to a different Plant or Operational Area during a Quarter, that Carrier's paid cubic metres for that Quarter will be counted as part of the Utilisation Group from which the Carrier was transferred, and the Carrier's cartage rate entitlement for that Quarter will be calculated on the basis of the fleet productivity for the Utilisation Group from which the Carrier was transferred. However, if the transfer extends, or will extend, for longer than a Quarter, the Utilisation Group to which the Carrier was transferred will become the relevant Utilisation Group from the beginning of the new Quarter. In the case of any dispute as to the relevant Utilisation Group for the purpose of determining the relevant Average Fleet Productivity, Readymix's decision will be final but the dispute resolution process in clause 0 may be invoked.
- (c) In calculating the Average Fleet Productivity, Readymix will have regard to:
  - (i) the paid metres carted during the relevant Quarter by all Carriers in the same Utilisation Group;
  - (ii) the number of Carriers' Concrete Trucks in the Utilisation Group for the Quarter;
  - (iii) the number of Working Days for all Carriers in the Utilisation Group in the Quarter after deduction of the unavailable days during the Quarter as a result of authorised and unauthorised absence and vehicle breakdown.

#### 4.4 Calculation Of Utilisation Cartage Rate

Subject to clause 0 and the provisions of schedule 2, the Carrier will be paid a cartage rate based on the paid metres carted by the Carrier during the relevant Quarter at the average fleet utilisation rate (as adjusted) calculated on a Moving Annual Total basis i.e. the cartage rate paid in a quarter is based on the previous four (4) quarters using the Moving Annual Total system.

#### 4.5 Variation Of Rates



On March 15th each year the cartage rates payable under this Determination will be reviewed pursuant to schedule 2. If the rates are varied as a result of that review the varied rates will take effect from 1 April. Another review pursuant to schedule 2 will be carried out on September 15th of each year but rates will only vary if the review shows a change in costs exceeding 3%. The variation (if effected) would take effect from 1 October.

## 5. Annual Safety Net Payments

### 5.1 Purpose

An Annual Earnings Safety Net Payment as set out in schedule 2 will apply to the Carrier during the term of this Determination. The Safety Net is a guaranteed minimum amount payable to the Carrier for each year of this Determination, paid Quarterly subject to the provisions of this clause 0 and schedule 2. The Carrier will not however receive a payment under this clause 0 in respect of the period between the Commencement Date and the completion of the Quarter in which the Commencement Date falls. The Carrier's entitlement to the Safety Net payment will also be subject to the Carrier's compliance with all its obligations under this Determination.

### 5.2 Calculation

The amount of the Annual Earnings Safety Net Payment is specified in schedule 2. Readymix shall pay the Carrier an amount not exceeding one quarter of the Annual Earnings Safety Net Payment per Quarter if the Carrier has earned less than one quarter of the Annual Earnings Safety Net Payment at the end of the relevant quarter. The amount payable shall be calculated in accordance with the following formula:

$$\text{Quarter Safety Net Payment} = (\text{ASN} \div 4) - Y$$

where:

ASN equals Annual Earnings Safety Net Payment; and

Y equals the actual total Carrier earnings during the relevant Quarter.

The Quarter safety net payment shall be made in the pay period following the end of the relevant Quarter.

### 5.3 Working Week For Purpose Of Calculation

The normal working week for the purpose of calculation of safety net payments is six (6) consecutive days, Monday to Saturday inclusive, to a total of 268 days per annum. Any quarterly safety net payment payable to the Carrier will be reduced by  $4 \div 268$ ths per day for each day the Carrier is deemed to be unavailable the Carrier will be deemed to be unavailable if:

- (a) the Carrier fails to provide services to Readymix as obliged by this Determination;
- (b) the Carrier is in persistent breach of an obligation under this Determination which the Carrier has previously been notified of as a breach by Readymix; or
- (c) the Carrier is not having its Concrete Truck loaded with concrete by Readymix for any of the reasons referred to in any of clauses 0, 0, 0 and 20.7.

Unavailability will not arise if:

- (d) the nominated Plant is closed or unable to produce concrete;
- (e) the Driver is on approved annual leave.

- (f) the Carrier has previously been notified by Readymix that the Carrier is not required to perform services on the relevant day; or
- (g) force majeure has occurred.

#### 5.4 Variation Of Safety Net

The value of the Annual Earnings Safety Net will be subject to rise and fall as set out in schedule 2.

#### 5.5 Recoupment Of Safety Net Payment

Where Readymix has made a Quarterly safety net payment in accordance with the provisions of this clause 0, and the Carrier in a subsequent Quarter earns more than one quarter of the Annual Earnings Safety Net Payment, Readymix will have the right to deduct from payments otherwise due to the Carrier in the future, the amount of any previous sum paid by Readymix to the Carrier by way of a Safety Net payment in accordance with this clause 0, until the full amount of all Annual Earnings Safety Net Payments made by Readymix have been recouped by Readymix. If at the end of this Determination Readymix has not recouped all of the Annual Safety Net Payments made to the Carrier over the term of the Determination, the Carrier is not obliged to refund the Annual Safety Net Payments made and not recouped.

### **6. Additional Payments**

#### 6.1 Purpose

This clause 6 sets out payments and other benefits that will be made available to the Carrier in addition to the payments due under clause 0.

#### 6.2 Mixing In The Yard

A fee as set out in item A of schedule 1 shall be paid to the Carrier where the Carrier is required by Readymix to mix and discharge concrete into a customer's own vehicle for the customer to transport away from the Plant. A two (2) metre minimum shall apply.

#### 6.3A Standby Time

- (a) The Carrier shall be entitled to a standby time payment at the rate specified in item B of schedule 1 where Readymix requests the Carrier to remain at a Plant for the purpose of taking a delivery to a customer at a time outside Readymix's Normal Trading Hours. The Carrier will be entitled to the standby time payment whether or not the delivery is ultimately required.
- (b) Despite paragraph 0, the Carrier will not be entitled to the standby time payment if the Carrier is required to wait for less than one hour outside Readymix's Normal Trading Hours.

Note: Standby payments shall only be made where the Carrier is required to wait i.e. in situations where night hours are required and no waiting on the part of the Carrier arises, then no standby payment will be made.

#### 6.3B Call Out

- (a) A Carrier called back outside Readymix's Normal Trading Hours (as defined herein) shall be entitled to a Call Out Fee as specified in Item C of schedule 1 to this Determination provided however that the Call Out Fee will not apply where the Carrier is given a load(s) of concrete to deliver and the total income earned from the load(s) exceeds the Call Out Fee. If the income of the load(s) is less than the Call Out Fee then the Carrier will be paid the difference between the Call Out Fee and the load(s).

- (b) The Call Out Fee will apply in addition to rather than in substitution for the Standby Time payment referred to in Clause 6.3A.

#### 6.4 Concrete Produced On Sundays And Public Holidays

Where the Carrier is required to deliver concrete on a Sunday or Public Holiday, the Carrier shall be entitled to a surcharge in addition to the normal cartage rate payable to the Carrier as specified in either item L or M of schedule 1 which shall be paid on a cubic metre basis and on the assumption that each load is a minimum of 3 cubic metres.

#### 6.5 Adjacent Transport

Where a Carrier is required to cart concrete either:

- (a) within the confines of a Plant owned and or operated by Readymix; or
- (b) to a location immediately adjacent to and within a one (1) kilometre radius of a Plant owned and or operated by Readymix.

then the Carrier shall only receive the load fee specified in Item N of schedule 1.

A three (3) metre minimum shall apply.

#### 6.6 Living Away From Home Allowance

Where a Carrier is required by Readymix to work from a location which precludes the Driver from returning to his normal place of residence each night, then Readymix will pay to the Carrier the Driver's reasonable accommodation and breakfast costs at accommodation nominated by Readymix and for a period of one week, or such longer period as may be agreed. Following the expiration of the first week, if the transfer is for a longer agreed period, the Carrier will be responsible for locating the Driver's accommodation and meeting the cost of all accommodation and meals.

#### 6.7 Road And Bridge Tolls

- (a) Where payment of a road or bridge toll is required for either or both the outward and return journeys by the shortest Practicable Route, Readymix will issue the Carrier with a mutually agreed number of pre-paid toll tickets, electronic tag or equivalent cash money for that load, or a toll card free of charge.
- (b) Where Readymix provides the Carrier with a toll pass or electronic tag, it will remain the property of Readymix and must not be used by the Carrier for any other use and will be returned to Readymix on termination or expiration of the Determination.

#### 6.8 Special Rates

- (a) To cater for special or unique circumstances, Readymix may propose to the Carriers representatives that a special rate structure should apply.
- (b) In order to be effective, the special rate structure must be agreed by the elected Readymix Carriers Committee and a representative of Readymix and will, to the extent of any inconsistency, prevail over the cartage rates specified by this Determination. Such agreement must be evidenced in writing and a copy must be sent to the Union.

#### 6.9 Unloaded Kilometres

Unloaded kilometres travelled by the Carrier 's Concrete Truck at Readymix's request for operational needs (e.g. daily transfers, workshop transfer etc) will attract a payment at the rate specified in item H of schedule 1. This provision shall operate to cover daily or weekly transfers as appropriate. For periodic transfers of a week or more this provision shall not apply. Note: Where the Carriers Concrete Truck is required to deliver a load and then transfer to another plant the Carrier shall be paid for that distance travelled to the plant which is in excess of the return distance from the original plant to the delivery location.

#### 6.10 Multiple Discharge

- (a) Where a Carrier is required to deliver a load to the same customer at multiple discharge points the Carrier will be paid for the total distance travelled from the Plant to the final discharge point.
- (b) The payment for cartage of one load for delivery to more than one customer at different discharge points will be treated for the payment of cartage as if separate delivery had been made from the Plant where loaded to each delivery point.

#### 6.11 Diverted Loads

- (a) Where a load is diverted prior to discharge at a delivery site, the Carrier will be paid a cartage rate covering the total distance travelled from initial departure from the Plant where loaded, to the final delivery point of the load.

#### 6.12 Returned Concrete

- (a) All concrete remains the property of Readymix. Readymix may direct the Carrier as to where Returned Concrete is to be taken or if and where it is to be dumped. The Carrier is to contact dispatch for instructions as to where Returned Concrete is to be taken as soon as possible after a customer advises that it does not require the Returned Concrete.
- (b) No payment will be made to the Carrier when Returned Concrete is dumped within one kilometre of the delivery site at which the concrete became Returned Concrete.
- (c) Readymix will meet all dump costs for concrete which is dumped at Readymix's direction.
- (d) Where one (1) or more metres of Returned Concrete are involved the Carrier will be paid for the volume and kilometres involved in carting the Returned Concrete at the running cost paid rate per Schedule 2 but the 3m<sup>3</sup> minimum shall not apply.

#### 6.13 Additional Agitator rate

Where the Carrier supplies the Agitator, the Carrier will be paid a surcharge on each cubic metre loaded which surcharge will be specifically negotiated and agreed between the parties.

#### 6.14 Waiting Time

- (a) The Carrier acknowledges that Readymix will make reasonable attempts to pass on the cost of Waiting Time to its customers. Readymix will on an as charged basis make Waiting Time payments available to its Carriers. It is the obligation of the Carrier to obtain a customer signature for Waiting Time on the delivery docket or, if unable to get the signature, to obtain specific approval from the Plant Manager for Waiting Time prior to leaving the site.
- (b) Provided the Carrier discharges its obligation as detailed above in sub clause (a), the Carrier will be entitled to a Waiting Time payment as detailed in item G of schedule 1 of this Determination.
- (c) Where the market undergoes a profound or material change with respect to the ability of Readymix to charge waiting time to its customers then Readymix has the absolute discretion to cease paying Waiting Time to its carriers. If this occurs then Readymix shall adjust the cartage

rates contained in schedule 2 by the addition of an amount which will be calculated on the total amount of Waiting Time payments made for the previous twelve (12) month period divided by the total number of metres of concrete paid and then allocated on a per metre basis.

#### 6.15 Outside Normal Hours

Cartage performed outside Readymix Normal Trading Hours shall attract the surcharge in item D of schedule 1.

### **7. Cartage Accounts and Payment**

#### 7.1 Readymix To Prepare

Readymix will prepare cartage accounts forming part of a Recipient Created Tax Invoice (RCTI) in accordance with dockets issued by Readymix to the Carrier when undertaking deliveries during the course of the Accounting Period. The RCTI will be submitted to the Carrier the self-billing invoice showing the full details of the delivery or other activity and the amounts to which the Carrier shall be entitled.

#### 7.2 Details

The cartage account and RCTI prepared by Readymix will be itemised on a daily basis and will include the following details:

- (a) date;
- (b) delivery docket number;
- (c) job address;
- (d) quantity of load;
- (e) kilometres travelled;
- (f) payment amount per load;
- (g) GST; and
- (h) Additional Payments and deductions as referred to in clause 6, if applicable.

#### 7.3 Total At End Of Accounting Period

All items on cartage accounts will be totalled individually at the conclusion of the Accounting Period. The gross cartage payment will be shown and any agreed deductions fully itemised. The net amount payable for the Accounting Period will also be shown.

#### 7.4 Payment

- (a) Amounts due to the Carrier in respect of the cartage accounts will be paid by electronic transfer from Readymix to the Carrier's nominated bank account within ten Business Days following the end of each Accounting Period.
- (b) If Readymix overpays the Carrier by more than One Thousand Dollars (\$1,000), the Carrier must notify Readymix within forty five (45) days of the overpayment. Failure to notify will mean that the Carrier is liable to pay Readymix interest on the amount of the overpayment calculated at the 90 Day Bank Bill rate plus 3% from the date of the overpayment.
- (c) If the Carrier fails to pay back to Readymix the amount of any overpayment and interest in accordance with paragraph 0, Readymix can, in addition to any other rights it may have in

relation to the overpayment, deduct from the Carrier's future payments, an amount equal to the overpayment plus interest at the 90 Day Bank Bill Rate plus 3%.

#### 7.5 Account Discrepancies

- (a) Where a Carrier is underpaid by an amount of Three Hundred Dollars (\$300.00) or more in one Accounting period then Readymix shall ensure that the appropriate adjustment is made within fifteen (15) days of notification by the Carrier. If Readymix fails to make the appropriate adjustment within fifteen (15) days of notification by the Carrier then Readymix shall pay to the Carrier interest on the amount of the adjustment calculated at the 90 Day Bank Bill Rate plus 3% from the date the adjustment should have been paid.
- (b) Where the underpayment is less than Three Hundred Dollars (\$300.00) then Readymix shall ensure that the appropriate adjustment is made in the next Accounting Period after notification by the Carrier.
- (c) Where any overpayment is made by Readymix then Readymix shall make the appropriate adjustment immediately that it detects and confirms the overpayment.

#### 7.6 Deductions For Fuel Expenses

If the Carrier purchases fuel from time to time from Readymix, Readymix will deduct from the cartage payment next due to the Carrier, an amount equal to the value of any fuel purchased from Readymix or, where this Determination has terminated, the Carrier must reimburse Readymix within thirty days of the date of purchase.

### 8. GST

- (a) In this clause:
  - (i) GST Act means A New Tax System (Goods and Services Tax) Act 1999 and any related legislation;
  - (ii) Representative means a representative member of a GST group to which the relevant supplier belongs; and
  - (iii) the expressions "adjustment note", "consideration", "GST", "input tax credit", "supply", "tax invoice", "recipient", "recipient created tax invoice" and "taxable supply" have the meaning given to those in the GST Act.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Determination are exclusive of GST.
- (c) Despite any other provision in this Determination, if GST is imposed on any supply made under this Determination, the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply.
- (d) The recipient must pay the amount referred to in clause 0 in addition to and at the same time as payment for the taxable supply is required to be made under this Determination.
- (e) If the amount of GST paid or payable by the supplier on any supply made under this Determination differs from the amount of GST paid by the recipient, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the recipient will be adjusted accordingly by a further payment by the recipient to the supplier or the supplier to the recipient, as the case may be.
- (f) If this Determination requires a party to reimburse or indemnify the other party for any expense, loss or outgoings ("reimbursable expense") the amount required to be reimbursed or indemnified by the first party will be the amount of the reimbursable expenses net of input tax credits (if any) to which the other

party is entitled in respect of the reimbursable expense ("net amount") provided that should the reimbursement or indemnity be subject to GST, the net amount shall be increased in accordance with clause 0.

- (g) Subject to clause 0 a valid tax invoice or adjustment note must be delivered by a supplier to the recipient before the supplier is entitled to payment of an amount under clause 0. The recipient can withhold payment of the amount until the supplier provides a valid tax invoice or adjustment note as appropriate.
- (h) Readymix is authorised to withhold from payments to the Carrier, a Subcontractor or other worker such amounts as are required under the Pay as You Go (PAYG) system.
- (i) If this Determination requires the calculation of a price by the addition of a percentage margin to another rate or price, the percentage shall be applied to the rate or price exclusive of GST (or where the rate is expressed as being GST inclusive, then less any input tax credit the supplier is entitled to claim in respect of that item) provided that should the margin be subject to GST, the net amount shall be increased in accordance with clause 0.
- (j) In the event that liability for payment of GST in respect of a supply under this Determination is imposed upon a Representative of a supplier, this clause 0 shall nonetheless apply and any amounts to be calculated pursuant to clauses 0 and 0 shall be calculated in all respects as if, the supplier was liable for the GST imposed on such supply and entitled to input tax credits properly allocated to the making of that supply.
- (k) Readymix will issue recipient created tax invoice in respect of any supply made by the Carrier to Readymix under this Determination.
- (l) The Carrier will not issue tax invoices in respect of those supplies referred to in clause 0.
- (m) The Carrier acknowledges that it is registered for GST at the time of the signing of this Determination.
- (n) The Carrier will notify Readymix immediately it ceases to be registered for GST.
- (o) Readymix acknowledges that it is registered for GST and will notify the Carrier if it ceases to be registered for GST or if it ceases to satisfy any one of the requirements which enables it to issue a recipient created tax invoice.

## **9. Truck Transfers**

### **9.1 Home Plant**

At the commencement of this Determination and from time to time, Readymix may designate a Plant as the Home Plant for a Concrete Truck supplied by the Carrier for the purposes of this Determination.

### **9.2 Transfer Within Operational Area**

Readymix shall maintain transfer rosters in its concrete business which rosters will cover trucks of the same configuration and will specify the order in which Readymix requires the Concrete Trucks to transfer from one Plant to another Plant on a daily, weekly or monthly basis.

The said transfer rosters shall be cyclical and configuration based and shall include company owned trucks and other fleet vehicles. Provided, however, that in plants that are serviced only by company trucks the said transfer rosters shall not apply. (Note: if a Carrier attends a transfer at a company only plant then by definition the plant is no longer regarded as a company only plant for that day and rosters will apply accordingly).

(Further Note: transfers between Sydney, Newcastle and Wollongong areas are deemed to be covered by this sub clause).

### 9.3 Home Plant Transfer

Readymix has the right to transfer the Home Plant status of a Carrier where the needs of the business require that step to be taken.

If Readymix decides to transfer the Home Plant of a Carrier then it will apply the Home Plant Transfer Policy as follows:

#### **READYMIX POLICY ON INTER-PLANT CARRIER LONG - TERM TRANSFER**

1. Readymix will from time to time need to make long-term transfers of carriers to another plant so as to:
  - (i) Meet or anticipate market trends;
  - (ii) Enhance customer service;
  - (iii) Ensure that the vehicle configuration in a particular plant is the correct configuration for our market requirements.
2. To ensure that there is a fair and transparent process for the selection of a carrier to accept a long-term transfer Readymix will implement the following procedure:
  - (1) Readymix will identify the type of truck which is required to make the transfer (eg. 6 wheeler or 8 wheeler).
  - (2) Readymix will then seek from the carriers volunteers who will accept the transfer.
  - (3) If a satisfactory volunteer as determined by Readymix cannot be found Readymix will then make a selection of carriers for the transfer based on the following criteria:-
    - Home location of carrier relative to target plant.
    - Impact on utilisation which the transfer will have.
    - Number of previous transfers (if any) which have been effected.
  - (4) Readymix will then notify carriers who fit the criteria, again with a view to obtaining a volunteer.
  - (5) If no satisfactory volunteer as determined by Readymix is obtained Readymix will make a random selection from those carriers who meet the criteria.

### 9.4 Transfers Outside Operational Area

If Readymix requires to transfer a Concrete Truck from one Plant to another Plant outside that truck's current Operational Area, Readymix:

- (a) may call for Carriers to volunteer to transfer their truck;
- (b) may select from any volunteers in its absolute discretion; and
- (c) may, in its absolute discretion, require the Carrier to transfer its Concrete Truck and Driver to a Plant outside that truck's current Operational Area whether the Carrier or any other Carriers volunteered to transfer or not, provided that if it would be unreasonable for the usual Driver to drive home at the end of each Working Day, due to the distance of that Plant from the Driver's home, the Carrier is entitled to receive a living away from home allowance in accordance with clause 0 to be paid to the Driver.



Where there are no volunteers Readymix has the right to direct Carriers to transfer outside the Operational Area for no longer than four (4) weeks.

Note: daily transfers between Sydney, Newcastle and Wollongong areas are not covered by this sub clause.

#### 9.5 Disputes

If the Carrier wishes to dispute a proposed transfer the Carrier:

- (a) must transfer its Concrete Truck and Driver to the Plant nominated by Readymix in accordance with this clause 0;
- (b) may dispute the transfer in accordance with the dispute resolution procedures set out in this Determination provided that unless and until there is a resolution of the dispute in the Carrier's favour the Concrete Truck and Driver continues to operate from that nominated Plant.

#### 9.6 Carrier Request

It is always the case that a Carrier may request a transfer in order to obtain an opportunity to access greater cartage opportunities. Readymix will consider any such request at the time the request is made and shall determine its response to the request which will be a matter for the discretion of Readymix.

### **10. Statutory Requirements and Insurance**

#### 10.1 Warranties

The Carrier warrants that at all times whilst delivering concrete and other designated materials pursuant to this Determination, the Carrier and where applicable, any Driver engaged by the Carrier, will comply with all laws and regulations relating to:

- (a) the licensing, driving, operation and maintenance of the Concrete Truck;
- (b) the medical condition of the Driver;
- (c) payment of all fees, licences and taxes, relating to ownership and operation of the Concrete Truck;
- (d) State Occupational Health & Safety;
- (e) State Environmental and Pollution control;
- (f) fatigue management;
- (g) all other matters relevant to the provision of the services pursuant to this Determination including, but not limited to, workers' compensation insurance and superannuation contributions; and
- (h) all laws and regulations pertaining to the employment of persons be they State or Federal laws.

#### 10.2 Additional Warranties

The Carrier further warrants on a continuing basis that:

- (a) the Concrete Truck shall be roadworthy in every respect.
- (b) the Carrier will comply with Readymix's requirements and directions in relation to environmental and pollution issues;

- (c) it will, and shall procure that, the Driver shall be licensed to drive the Concrete Truck and shall not drive whilst under the influence of drugs or alcohol above the legally prescribed limit;
- (d) it will, and shall procure that, the Driver shall observe all speed limits and road traffic directions, drive within prescribed driving hours and comply with logbook requirements;
- (e) the Carrier is a duly established company existing under the laws of Australia and has the power and authority to enter into and perform this Determination;
- (f) the Carrier has the necessary skill and resources to undertake all obligations under this Determination;
- (g) the Carrier will not allow a trainee Driver or substitute Driver to operate the Concrete Truck otherwise than under the supervision of the Driver ordinarily employed or engaged by the Carrier, or if that Driver is unavailable, under the supervision of some other suitably qualified and licensed person;
- (h) the Carrier will perform its obligations under this Determination in a professional manner exercising due care, skill and attention; and
- (i) has provided and disclosed to Readymix all material information necessary for Readymix to make an informed decision as to whether or not the Carrier is a fit and proper entity for entering into this Determination, and that all the information provided to Readymix prior to the execution of this Determination is accurate and complete.

### 10.3 Insurance

The Carrier must take out and maintain insurance as specified by Readymix from time to time and, as from the Commencement Date must take out and maintain insurance cover for the matters specified in schedule 3. The Carrier will ensure that Readymix's interest in the mixer is noted on the insurance policies nominated in schedule 3.

### 10.4 Provision To Readymix

The Carrier will allow Readymix to sight original copies of all insurance policies held and all renewal notices in respect of the insurances to be held pursuant to this Determination, and will allow Readymix to take copies of policies and renewal notices for Readymix's records.

### 10.5 Truck Specification

On an annual basis Readymix shall require each Carrier to provide a copy of a registered Weighbridge certificate relating to the Concrete Truck. Readymix has the discretion to require a Carrier to weigh the Concrete Truck under Readymix supervision if Readymix has any concern about the Truck in question.

## **11. Loading and Rostering**

### 11.1 Readymix To Nominate Load

Readymix has the right to nominate the load size for each load to be carried from a Plant.

### 11.2 Carrier To Carry Load

The Carrier must carry any concrete load nominated by Readymix unless that load exceeds the Load Capacity of the Carrier's Concrete Truck.

### 11.3 Rostering

Readymix shall determine:

- (a) A Cyclic Start Roster as detailed in clause 11.4. The Carrier must contact the Readymix Representative at the Carrier's Rostered Plant at the end of each Working Day to ascertain the Carrier's starting time for the following Working Day in accordance with that Cyclic Start Roster;
- (b) A Roster Off roster listing Concrete Trucks of the same Configuration on a cyclic basis so that Concrete Trucks not required at a particular Plant for particular Working Days or part thereof may be rostered off by Readymix. However, it is acknowledged that the Carrier may elect to have its Concrete Truck remain at a Plant with the possibility of receiving further loads on a particular Working Day even though Readymix has informed the Carrier that its Concrete Truck is not required and is Rostered Off for that day.

#### 11.4 Cyclic Start Roster

Readymix shall maintain a Cyclic Start Roster which, for the first load of each working day, shall vary according to the needs of the business i.e. trucks will be loaded for the first load of the day on the basis of the configuration or type which best suits the business. Thereafter, trucks will be loaded during the day in the order of their respective time of return to the plant subject to the following exclusions:

- (a) The purpose of meeting fatigue management requirements;
- (b) Trucks carrying returned concrete;
- (c) Single loads or messages which are greater than the capacity of the vehicle next in line to be loaded;
- (d) Mini loads; and
- (e) Specialist vehicles (e.g. vehicles carrying a catalytic converter).

#### 11.5 Company Owned Trucks

Vehicles owned by Readymix shall participate on an equal basis in the rosters detailed above where applicable i.e. in plants run as purely Company Truck Plants the rosters detailed above shall not apply. (Note: if a Carrier transfers to a Company Truck Plant then rosters will apply for that day).

### 12. Fleet Size

Readymix shall have the absolute discretion to vary the size and Configuration of the fleet of concrete delivery vehicles in any manner and for any reason, including, without limitation, by varying the number of Readymix owned vehicles (including the operation of any plant utilising all company owned vehicles) or the carrying capacity or Configuration of vehicles (whether owned by Readymix or by Contractors) that Readymix uses to service its customers' requirements provided however that nothing in this clause gives Readymix the right to direct a Carrier to change the carrying capacity or configuration of the Carrier's vehicle without the consent of the Carrier.

It is acknowledged and agreed that Readymix will operate a Company owned truck fleet and will operate that fleet to maximise profitability at all times i.e. there will be times when the utilisation of the Company Fleet exceeds that of the Carrier Fleet.

### 13. Availability and Suitable Truck

#### 13.1 Obligation

The Carrier is obliged to provide a manned and serviceable Concrete Truck for the provision of cartage services for Readymix in accordance with this Determination on each Working Day during the term of the Determination. Readymix may in its discretion require a Carrier or Carriers to have fitted a catalytic converter (or similar device) for the purposes of servicing tunnel work. Such supply shall be at the expense of Readymix. Readymix will supply the relevant converter and arrange for it to be fitted provided however that where a fitting of a converter would have the effect of voiding the warranty of the truck manufacturer then Readymix will not proceed with fitting.

### 13.2 Criteria

- (a) No Concrete Truck or Agitator shall be brought into service by the Carrier for the purposes of this Determination without the prior written consent of Readymix.
- (b) Subject to sub clause (c) hereof the Carrier's Concrete Truck must be capable of taking and be adequately powered to take, a hydraulic Agitator powered from a rear mounted power take-off unit. Where Readymix provides the Agitator, the Carrier's responsibility under this clause will be to provide an accessible bare power take-off shaft. However, any modification to the Concrete Truck to accommodate the hydraulic drive connection to the Agitator shall be at the Carrier's cost.
- (c) Readymix shall approve a Concrete Truck with a front PTO if the Truck is an existing fleet vehicle. Any new or replacement truck must be capable of carrying a rear PTO.

### 13.3 No Loading

- (a) Without liability to the Carrier, Readymix may refuse to load its Concrete Truck if that Concrete Truck is unregistered, uninsured or, in Readymix's reasonable opinion, defective so as to render its operation unsafe.
- (b) Where Readymix has relied on its right not to load a Concrete Truck on the basis that it is defective, and the Concrete Truck is subsequently shown not to be defective to the satisfaction of the RTA, the Carrier will be paid by Readymix demurrage in accordance with item I of schedule 1 together with any additional statutory charges that the Carrier can establish it incurred.

### 13.4A Repairs

An unserviceable Concrete Truck must, as soon as practicable, be repaired and returned to the Plant to which the Concrete Truck is assigned. The Concrete Truck's place in the loading order when it returns to the Plant fully repaired, will be in accordance with clause 0 as if the Concrete Truck had returned from delivery of a load of concrete.

### 13.4 B Detention Time

Where a Carrier is unable to obtain a registration certificate from the RTA due to the fault of the agitator supplied by Readymix, rather than the vehicle of the Carrier, then the Carrier is entitled to be paid Detention Time in accordance with item E of schedule 1 and Unloaded Kilometres to and from the Carriers rostered plant in accordance with item H of schedule 1.

### 13.5 Notification Of Absence

- (a) Where the Carrier is unavailable to perform services under this Determination, it will arrange for the Readymix Representatives at the Plant to which the Concrete Truck is rostered to be informed at the earliest possible time of the reason and the anticipated period of absence.
- (b) If the Carrier's Concrete Truck is available to perform services under this Determination less than 95% of the Working Days over a Four Quarter period calculated on a Moving Annual Total basis, then the Carrier will be in breach of this Determination and Readymix has the right to take disciplinary action which may include termination of cartage contract. Readymix will take into

account special and extraordinary circumstances (eg. Bereavement) when determining what disciplinary action will be taken under this clause.

For the purposes of this paragraph 0, the Carrier's Concrete Truck will be deemed to be unavailable to perform services on a Working Day if the Concrete Truck is unavailable to load and mix concrete at the starting time and Plant designated by Readymix in accordance with the provisions of this Determination, or if the Concrete Truck is not available for more than 2 hours once work has commenced due to genuine breakdown or mechanical failure provided further that the Carrier must have completed the first load of the day in order to have the benefit of the 2 hour period.

Note: This clause will not operate if the unavailability of the Concrete Truck arises by reason of the breakdown of a mixer supplied by Readymix.

### 13.6 Registration

- (a) The Carrier must provide to Readymix's Representative at least two weeks' prior notice of the date on which the Carrier's Concrete Truck is to be inspected by the relevant State Authority for registration.
- (b) It is the obligation of the Carrier to ensure that its vehicle is in valid registration at all times.

### 13.7 Minimum Capacity And Configuration

The Carrier must provide a suitable Concrete Truck having the Load Capacity of either 5.6m<sup>3</sup> for a 6 wheel vehicle or 7.0m<sup>3</sup> for an 8 wheel vehicle. Readymix will provide the Carrier with a Mixer with a rated mixing capacity of at least 6.0m<sup>3</sup> for a 6 wheel vehicle and at least 7.4m<sup>3</sup> for an 8 wheel vehicle.

### 13.8 Warranty

The Carrier warrants and agrees that it:

- (a) Is the registered proprietor of the Concrete Truck to be utilised for the purpose of providing services pursuant' to this Determination.
- (b) Is entitled to possession and use of the Concrete Truck for the purposes of this Determination; and
- (c) Has not modified its Concrete Truck so as to prevent equipment required by Readymix being fitted or so as to invalidate any insurance.

### 13.9 Cleaning Of Truck

- (a) The Carrier must ensure that the Concrete Truck is kept clean and tidy to the satisfaction of Readymix. Readymix will monitor the presentation and image of the Concrete Truck to ensure that the appropriate standard is maintained.
- (b) Where Readymix considers the presentation of the Concrete Truck is not to an appropriate standard, the Carrier will be notified that the Concrete Truck must be cleaned to a standard acceptable to Readymix within four days of the date of notification. If after the four day notice period the Concrete Truck remains unacceptable in its presentation to Readymix, then Readymix can refuse to load the Concrete Truck until such time as its presentation becomes acceptable to Readymix. Any period during which Readymix is loading the Carrier's Concrete Truck pursuant to this clause 13.9(b), will be considered a period of unavailability for the purposes of clauses 5.3 and 13.5b.

### 13.10 Parking Of Truck

A Carrier's Concrete Truck is to be parked only in places approved by Readymix. The Carrier is responsible for any loss of or damage to Readymix's communication equipment and any Readymix supplied Agitator on the Concrete Truck. Where the Concrete Truck is parked in a place approved by Readymix, the limit of the Carrier's liability for damage to Readymix's Agitator and communication equipment will be that covered by the insurance described in clause 10. Should the Carrier park the Concrete Truck at a place which is not approved by Readymix, then the Carrier will be liable for any loss of or damage to the truck or agitator.

#### 13.11 Technology

Readymix may require that the Carrier fit to the Concrete Truck a speed limiter, tachograph, GPS monitoring or related technology. Such fitting and maintenance will be at the cost of Readymix unless the equipment is deliberately or negligently damaged by the Carrier.

### **14. Responsibility for Load**

#### 14.1 Batching

Readymix will use its best endeavours to ensure that each concrete load provided to the Carrier is batched so that the quantity of water required to adjust the Slump does not exceed 10% of the total water required to bring that load up to the specified Slump.

#### 14.2 No Alteration To Specification Shown On Docket

The specification of each load of concrete shown on the concrete delivery docket issued by Readymix must not be changed by the Carrier after batching.

#### 14.3 Slump

Before leaving the Plant to deliver a load, the Carrier will ensure that the load is properly mixed as required by the written instructions provided by Readymix from time to time and that, immediately prior to discharge, the Slump of the concrete is in accordance with the current issue of Australian Standard AS1379 as varied or replaced from time to time, or work instructions issued by Readymix.

For slump less than 60mm and more than 150mm, Readymix may provide short term technical support at the request of the Carrier to assist and train the Carrier in meeting the slump requirement.

#### 14.4 Change Of Ingredients

Readymix will post on notice boards at the Plant, notice of any intended major changes to the source or type of ingredients used in the concrete batched at the Plant that may change the Slump characteristics of the concrete. If Readymix fails to provide such notification of a change in ingredients, Readymix will assume responsibility for Slump and the Carrier will be paid for all cartage at the full Utilisation Cartage Rate, without penalty.

#### 14.5 Rejection Of Load

- (a) If a load is rejected at a job site because the Slump of the concrete is outside the nominated tolerance described in clause 14.3, or because the Carrier had not complied with that clause, the Carrier will not be paid for the delivery of the load and will be liable for the cost of the raw materials used in the load. Note: If the delivery docket evidences instructions from the customer or Readymix which have affected the slump, or if Readymix resells all of the original load, the Carrier shall not be responsible for the cost of the raw materials used in the load.
- (b) However, if Readymix has restricted the Carrier's ability to adjust the Slump of a load on the job site and:

- (i) the Carrier is requested by a customer or a customer's representative to adjust the Slump of the load; and
- (ii) Readymix approves such adjustment after discussion with the Carrier; and  
  
the load is subsequently rejected on the basis of water addition or non-compliance with the nominated Slump tolerance, then Readymix will pay the Carrier the cartage rate for the load as if the load had not been rejected.
- (c) if the Carrier is requested by Readymix to adjust or maintain the Slump of a load at a tolerance closer than that specified in the current issue of Australian Standard AS1379 as varied or replaced from time to time, and the load is rejected on the basis of non-compliance, with the nominated Slump tolerance, then Readymix will pay to the Carrier the Utilisation Cartage Rate for the load as if the load had not been rejected.
- (d) In the case of Kerbmaker loads it is the responsibility of the Carrier to carry the load as batched. If the load is out of slump it will not be the responsibility of the Carrier unless the Carrier attempted to adjust the slump.

#### 14.6 Additives

Where an additive is added to the concrete by Readymix or at the customer's request, after the Carrier has adjusted the Slump of the load, the Carrier will no longer be responsible for the Slump of that load.

#### 14.7 Agitator Drum

The Agitator drum must be kept turning at all times when it contains concrete. Whilst being loaded and whilst mixing concrete, the Carrier will maintain Agitator speed at 16 revolutions per minute or as specified by the manufacturer of the Agitator. Agitator speed, whilst the Concrete Truck is in transit, with concrete on board, will be operated by the Carrier at a minimum of one revolution per minute.

#### 14.8 Inspection Of Loads

- (a) The Carrier will procure that its Driver visually inspects each load prior to leaving the Plant and will advise the Readymix Representative at the Plant of any apparent unusual features of the load which may have occurred due to a batching error, equipment failure, contamination or Carrier error.
- (b) The Carrier will not be responsible for irregularities of the load that cannot be detected by visual inspection performed by the Carrier's Driver apart from irregularities arising from non-compliance with the obligations in clause 14.3.

#### 14.9 Topped-up Loads

- (a) Notwithstanding any other provision of this Determination, Readymix will assume responsibility for the quality of a load of concrete where:
  - (i) Returned Concrete is to be reused and is more than one and a half hours old by the time it is delivered to a new customer; and
  - (ii) the quantity of Returned Concrete is greater than 0.8 cubic metres; and
  - (iii) the load is topped up with fresh concrete by Readymix at the Plant.
- (b) The Carrier will be responsible for any contravention of the legal load limits applicable to the Concrete Truck in relation to topped-up loads. Readymix will provide the Carrier with the ability to dump any concrete from the topped-up load which would place the Carrier in breach of the legal load limit.

#### 14.10 Practicable Route

In delivering concrete to Readymix customers, the Carrier shall procure that its Driver takes the shortest Practicable Route to and from the Plant. The Carrier shall also procure that its Driver follows any directions provided by Readymix in relation to the shortest Practicable Route to and from the Plant for particular deliveries.

### 15. Obligations at Delivery

#### 15.1 Signatures For Delivery

- (a) Readymix will issue with each Load a delivery docket showing the details of the load to be delivered by the Carrier and details to be completed by the Carrier at the delivery site. The delivery docket will also have a place for the customer's representative to sign confirming delivery of the Concrete.
- (b) At the job site to which the Carrier delivers a load of concrete, the Carrier shall procure that its Driver will make every reasonable endeavour to obtain all required signatures on the delivery docket for the load, waiting time, surcharges and addition of water and it is the Carrier's responsibility to ensure that each of its Drivers contact dispatch immediately by two-way radio when a problem arises with obtaining a signature from the customer as required by Readymix.
- (c) If a signature or signatures from a specific person is or are required by Readymix, Readymix will be responsible for ensuring that the nominated person is available at the point of discharge at the time of completion of the discharge of the load.
- (d) If a signature or signatures from the customer or its representative on site at the delivery point cannot be obtained then the Carrier's Driver must sign the docket and print his or her name in a legible manner in the appropriate section of the delivery docket as verification that the concrete has been delivered. Failure to complete this process will result in the Carrier not being paid the cartage rate for the delivery.
- (e) The Carrier is required to return all delivery dockets correctly completed for every load to the Plant from which the delivery was made, or the next Plant from which the Carrier next loads, at the time of loading on every Work Day. Failure to return all completed delivery dockets will result in the Carrier not being paid the cartage rates for each delivery docket not received by the Readymix Representative at the Plant.
- (f) The Carrier will not knowingly falsify any details on a delivery docket and in the event of falsification, this Determination may be terminated for breach.

#### 15.2 Payment On Delivery

The Carrier will direct its Driver to comply with the following requirements:

- (a) The Driver will ensure cash or cheques are collected from those customers designated by Readymix as "cash/cheque on delivery" customers for all concrete charges including waiting time, if applicable. All moneys collected will be submitted in full to the Readymix Representative as soon as possible on return to the Plant. The Readymix Representative will sign the Carrier's copy of the delivery docket as recognition of receipt of money.
- (b) The Driver will immediately advise Readymix by two-way radio when a cash on delivery payment is not collected or a dispute arises between the Carrier and the customer.
- (c) The Driver is not required to carry a float for the purposes of providing a change facility.



- (d) The Driver shall take all due care of any money collected until the money is handed to the Readymix Representative at the Plant.
- (e) The Driver is no longer held responsible for the moneys once the Readymix Representative signs the Carrier's copy of the delivery docket recognising receipt of moneys in respect of the relevant customer.

### 15.3 Job Site Entry

- (a) Where a site is reasonably considered to be unsafe or hazardous to enter then the Carrier is not obliged to attempt delivery of the load.
- (b) The Carrier is expected to make an honest and professional assessment of the site in question before the Carrier concludes that the site is unsafe or hazardous to enter.
- (c) In the case of an unsafe or hazardous site the Carrier must contact the relevant Readymix manager, who must attend the site and determine what action should be taken.
- (d) Providing the Carrier has made an honest and professional assessment of the site the Carrier will be paid cartage for the load in question.

### 15.4 Bogged Vehicles

- (a) Where the Carrier enters a job site beyond the road kerb line to complete a delivery and the Concrete Truck becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery, Readymix will arrange the services of an experienced salvage contractor to extricate the Concrete Truck as soon as possible and shall bear all costs for those arrangements. It is the responsibility of the Carrier to notify the plant immediately that the truck becomes bogged.
- (b) Readymix will ensure that the salvage contractor selected is covered by the appropriate insurance policy to rectify any damage that the salvage contractor may cause to the Concrete Truck during the extraction process. If the Carrier utilises its own salvage contractor then Readymix has no liability whatsoever. Any damage arising will be the subject of the Carriers insurance.
- (c) During this process the Carrier will be entitled to be paid Waiting Time during the normal trading hours (or as otherwise specifically directed by Readymix) provided that the Carrier follows the process detailed in this clause.
- (d) If the Carriers Concrete Truck becomes bogged or inoperative as a direct result of the Carrier's Driver's negligence or any wrongful act by the Driver any Waiting Time will not be payable and all costs associated with the salvage or the loss of concrete will be the responsibility of the Carrier.

### 15.5 Damage To Property Or Vehicles

- (a) The Carrier shall be responsible for any damage to property arising from or during off-kerb deliveries. The responsibility of the Carrier can be removed if the Carrier obtains from the customer in question a signed form of waiver (approved by Readymix), however the carrier will remain liable at all times for any failure to exercise due care and skill in delivering concrete.
- (b) If the third party property is damaged by the carrier during an off-kerb delivery and the Carrier is responsible pursuant to Clause 15.5 (a) above, then the Carrier must:
  - (i) make good the damage; or
  - (ii) pay appropriate compensation; or

- (iii) supply a valid insurance claim number to Readymix within seven (7) days of the damage occurring.

If the Carrier fails in its obligations under this sub-clause then Readymix itself can choose to make good the damage or pay appropriate compensation and deduct the reasonable cost thereof from the next payment(s) due to the Carrier.

- (c) The Carrier shall be responsible at all times for any damage occurring to either the vehicle or the agitator which occurs during the making of deliveries of concrete.

## **16. Site Cleaning**

### **16.1 Carrier's Obligation**

The Carrier shall at its own cost, and to the satisfaction of Readymix:

- (a) clean up and remove from Readymix's premises, roadways, customers' sites and public property, any concrete spillage occurring from the vehicle of the Carrier other than spillage which occurs during the loading process;
- (b) immediately report to Readymix any spillage of concrete, any necessity to clean up a site or public property and any damage caused by the concrete spillage.

Note: the obligations of the Carrier under this clause are not intended to create cost and expense to the Carrier in any spillage incident which is very clearly not the fault of the Carrier.

### **16.2 Reimbursement of Readymix**

Where, in Readymix's reasonable opinion, the Carrier:

- (a) has not cleaned up to a standard required by clause 0; or
- (b) has not effected the clean up in a timely manner;

then Readymix may itself undertake the clean up provided it has first notified the Carrier of its intention to do so and afforded the Carrier an opportunity to rectify the matter and Readymix may deduct the reasonable costs of clean up from the next payment(s) due to the Carrier. A Carrier shall not be deemed unavailable while cleaning up under this clause.

## **17. Breakdowns**

Neither Readymix nor the Carrier shall be responsible to each other for any loss resulting from Plant, Agitator or Concrete Truck breakdowns.

## **18. Communication Equipment**

### **18.1 Readymix To Install**

The Carrier will allow installation by Readymix of a two-way radio and such other communication equipment in its Concrete Truck as required by Readymix. All equipment is to be installed by a technician approved by Readymix and will be installed to a professional standard. The installation will include all necessary equipment and will be at no cost to the Carrier. Workshop transfer rates will be paid if the Carrier is required to go to the Workshop.

### **18.2 Ownership Of Equipment**

The two-way radio and other communication equipment installed at Readymix's request in a Concrete Truck remain at all times the property of Readymix. The Carrier will take due care to ensure adequate protection of the equipment from damage and theft.

### 18.3 Operation And Maintenance

All communication equipment is to be carefully operated by the Carrier in accordance with procedures laid down from time to time by Readymix. Readymix will be responsible for the maintenance of the two-way radio and any other communication equipment which Readymix has installed in the Concrete Truck. The Carrier will make the Concrete Truck and the communication equipment available for the provision of maintenance services at times and places required by Readymix. However, any damage to the communication equipment by the Carrier will be repaired by Readymix at the Carrier's cost.

Readymix will provide to the Carrier at no cost to the Carrier, any and all signage and instructions required to properly operate the equipment installed in the Concrete Truck by Readymix.

### 18.4 Removal

When the two-way radio and any other communication equipment is removed from the Concrete Truck, Readymix will make good any holes in bodywork to permit installation of the equipment. The Carrier will make the Concrete Truck available to Readymix for removal of the two-way radio and other communication equipment supplied by Readymix upon termination or expiration of this Determination. This clause 0 will survive termination or expiration of the Determination.

## 19. Provision of Agitator

### 19.1 Provision

Readymix, will provide and maintain the Agitator unless by mutual agreement the Carrier provides and maintains the Agitator. In any event, the Agitator must meet the requirements of section 3.4 of Australian Standard 1379 of 1997 as varied or replaced from time to time.

### 19.2 Fitting Of Agitator

- (a) Where Readymix provides the Agitator, Readymix will ensure the safe and proper initial fitting of the Agitator to the Concrete Truck and that it will be in accordance with the specifications of the Concrete Truck and the manufacturer of the Agitator.
- (b) If an Agitator is required by Readymix to be removed at any time for any reason, the total cost of the Agitator's removal and replacement shall be borne by Readymix. Provided it has gained prior approval of Readymix, a Carrier may remove the Agitator and the costs of removal and replacement will be borne by the Carrier.
- (c) After the initial fitting of the Agitator, the Carrier will be responsible for the Agitator being properly secured to the Concrete Truck. If the agitator is not properly secured the Carrier must inform Readymix immediately and Readymix will then be responsible for making it secure. The Carrier will be responsible for all minor maintenance as defined in clause 1.1 Definitions.
- (d) The Carrier will be responsible for meeting all costs associated with the repair or replacement of the Agitator where it has been damaged. Repairs or replacement must be carried out within a reasonable timeframe as required by Readymix, and to the reasonable satisfaction of Readymix.

### 19.3 Removal Of Agitator

- (a) Where Readymix owns the Agitator, it remains the property of Readymix and on termination or expiration of this Determination, will be removed by Readymix on the day and at a location

nominated by Readymix. If the removal is not completed in one day the Carrier will be entitled to demurrage in accordance with Item I of schedule 1.

- (b) The Carrier will be paid the amount specified in item H of schedule 1 to travel to the place nominated by Readymix for removal of the Agitator.
- (c) This clause 0 shall survive termination or expiration of this Determination.

#### 19.4 Agitator Provided By Carrier

- (a) The provisions of this clause 19.4 apply where the Agitator has been supplied by the Carrier.
- (b) Unless otherwise agreed, any Agitator supplied by the Carrier must at the time of supply be new, unused and with the manufacturer's compliance plate dated not earlier than six months prior to the Commencement Date.
- (c) An Agitator supplied by the Carrier will have a rated mixing capacity as designated by Readymix and be strictly in accordance with the Readymix's specification for Agitators issued from time to time. The Agitator shall be securely fitted to the Concrete Truck in accordance with the Concrete Truck's and the Agitator's manufacturer's specifications. The Carrier will meet all costs associated with provision and fitting of the Agitator.
- (d) After giving reasonable notice to Readymix, the Carrier may, with Readymix's prior consent, replace the Agitator with another Agitator of the same Configuration which is new at the time of supply, unused and with a manufacturer's compliance plate dated no earlier than six (6) months from the date of notice to Readymix pursuant to this paragraph.

#### 19.5 Cleaning Of Agitator

- (a) The Carrier will thoroughly wash out the Agitator and will keep all external surfaces clean and treated as required by Readymix.
- (b) All cleaning materials and equipment necessary for cleaning of the Agitator will be supplied by Readymix and Readymix will ensure compliance with any and all statutory requirements and regulations relating to the use of these cleaning materials.
- (c) Where Readymix considers the presentation of the Agitator not to be to an appropriate standard, the Carrier will be notified in writing that the Carrier must within four days bring the Agitator up to a standard acceptable to Readymix. If after four days' notice the Agitator remains in a state that is unacceptable to Readymix, then Readymix may refuse to load the Carrier's Concrete Truck until such time as the Agitator becomes acceptable to Readymix. Any period during which Readymix is not loading the Carrier's Concrete Truck pursuant to this clause 19.5(c), will be considered a period of unavailability for the purposes of clauses 5.3 and 13.5(b).

#### 19.6 Maintenance Of Readymix Supplied Agitator

- (a) This clause 0 applies in circumstances where Readymix has supplied the Agitator.
- (b) Readymix will be responsible for all major maintenance to the Agitator, in accordance with the Agitator's manufacturer's recommendations.
- (c) The Carrier shall report any and all apparent requirements for maintenance of the Agitator to the Readymix Representative. The Carrier will be responsible for all minor maintenance as defined and as described in written procedures provided by Readymix to the Carrier from time to time. Subject to clause 0, all parts, tools, materials and equipment for maintenance of the Agitator will be supplied by Readymix.
- (d) When required by Readymix, the Carrier will convey the Agitator to a workshop for repairs and/or maintenance as requested by Readymix. All work will be completed as soon as

practicable provided however that if the work is not completed with seven (7) calendar days then the Carrier shall be paid demurrage in accordance with item I of schedule 1 for each additional day. Where the Carrier is required to convey the Agitator to a workshop for repairs in accordance with this clause, the Carrier will be paid an amount as specified in item H of schedule 1. In such circumstances where the Carrier is required to spend more than four hours at the workshop, Readymix will also provide a means, at Readymix's cost, for conveying the Carrier's Driver to his/her place of residence or the Plant whichever is the lesser distance and returning him/her to the workshop as required.

#### 19.7 Maintenance Of Carrier Supplied Agitator

- (a) This clause 0 applies where the Agitator has been supplied by the Carrier.
- (b) The Carrier is responsible for all maintenance associated with the Agitator. All maintenance shall be carried out strictly in accordance with the Agitator's manufacturer's recommendations and programs, the requirements of Australian Standard 1379 of 1997 (as varied or replaced), and to the absolute satisfaction of Readymix provided that at all times Occupational Health and Safety laws shall be observed.
- (c) Readymix shall have the sole right to instruct the Carrier to undertake any and all repairs and/or maintenance of the Agitator to ensure Readymix's operational standards as established from time to time are met. Such repairs and maintenance shall be undertaken at the Carrier's cost without delay and within the timeframe specified by Readymix.
- (d) Readymix shall have the right to refuse to load the Carrier's Concrete Truck where Readymix required repairs and maintenance to the Agitator have not been completed by the time required by Readymix. Any period during which Readymix is not loading the Carrier's Concrete Truck pursuant to this clause 0, will be considered a period of unavailability for the purposes of clauses 0 and 0.

### 20. Manning

#### 20.1 Obligation

The Carrier must supply a Concrete Truck and Driver to mix, transport and deliver concrete for Readymix as and when required by Readymix. Where Readymix becomes aware that the requirements of its business may necessitate extended hours for delivery of concrete or other designated material, it shall provide the Carrier with reasonable notice of the extended hours so that the Carrier can ensure the Carrier meets its obligations under fatigue management legislation.

#### 20.2 Leave

Readymix may require the Carrier to provide a substitute Driver during any period of leave. Any substitute Driver must be approved by Readymix in accordance with clause 20.3. Where Readymix requests that a Carrier supplies a substitute driver during a leave period (eg. Christmas) then Readymix will pay the shortfall between the labour cost component of the utilisation rate paid for cartage in the relevant period and the labour cost of the substitute driver for the same period.

#### 20.3 Approval

- (a) The Carrier must obtain Readymix's prior approval, for each substitute Driver employed or engaged by the Carrier.
- (b) In considering whether to give such approval, Readymix shall take into account, without limitation, the following matters:

- (i) the person's ability to competently operate all the equipment requested and maintain good customer relations.
  - (ii) the person's standard of efficiency in particular the ability to slump a load of concrete.
  - (iii) proof that the substitute driver has a valid and appropriate drivers licence.
- (c) The Carrier will be responsible for providing from its proposed Driver any form of consent required by Readymix to receive and review personal information relating to the Driver so as not to place either the Carrier or Readymix in breach of relevant privacy legislation.

#### 20.4 Nominated Driver

The Carrier's nominated Driver will not be replaced without the prior written approval of Readymix. A Driver's replacement during periods of absence from the Carrier's employment or engagement must also satisfy Readymix in relation to the matters addressed in clause 20.3 (b) and (c) unless otherwise agreed.

#### 20.5 Compliance With Determination

- (a) The Carrier must procure that a Driver engaged or employed by the Carrier is made aware of the Carrier's Service Obligations under this Determination, and of Readymix's rights under this Determination, and that the Driver complies with the Carrier's Service Obligations under this Determination, and respects Readymix's rights, as if the Driver was the Carrier.
- (b) For the sake of clarity, where this Determination requires the Carrier to perform some obligation or task that in practice is logically to be performed by the Carrier's Driver (including Carrier Service Obligations), the Carrier will, without diminishing the Carrier's primary responsibility for that obligation, procure that the Driver performs the relevant obligation or task. Any failure by the Driver to perform any such obligation or task shall be construed as a failure by the Carrier.

#### 20.6 Provision of Documents

The Carrier will itself, and will procure, that the Driver provides to Readymix on demand, or within such period as may be nominated by Readymix, a true copy of:

- (a) in respect of the Driver, the Driver's current driving licence, from time to time;
- (b) all certificates of insurance required by this Determination to be held by the Carrier;
- (c) the current registration and roadworthy certificates relating to the Concrete Truck from time to time; and
- (d) any other documentation which is required by Readymix to meet State or Federal legislation or required by Readymix to reduce Readymix's liability under State or Federal legislation.

Failure by the Carrier or the Driver to comply with this clause will entitle Readymix to refuse to load the Carrier's Concrete Truck until compliance occurs and, (for the purpose of avoiding doubt) to treat the non-compliance as a breach of this Determination entitling Readymix to serve a notice of breach. Any period of non-loading in accordance with this clause shall be treated as a period of unavailability for the purpose of clauses 5.3 and 13.5(b).

#### 20.7 Immediate Notification

The Carrier and the Carrier's Driver are to immediately notify Readymix if the Driver is disqualified from driving the Concrete Truck or, if the Carrier's insurance policies required by this Determination are not renewed.

## **21. Fuel and Oil**

- (a) The Carrier is responsible for providing the fuel to operate the Concrete Truck including the Agitator.
- (b) Where Readymix provides the Agitator to the Carrier, Readymix is responsible for providing oil and grease for operation and lubrication of the Agitator.
- (c) Where the Carrier provides the Agitator, the Carrier will be responsible for providing oil and grease for operation and lubrication of the Agitator at its cost.

## **22. De-Dagging**

- (a) It shall be the responsibility of the Carrier to ensure that de-dagging is carried out regularly so that the Agitator is always in a state which is satisfactory to Readymix
- (b) The Carrier has the responsibility to ensure that de-dagging is only ever performed by a licensed contractor or other suitably trained and qualified person and performed in a safe manner at all times.
- (c) Should the Carrier wish to carry out de-dagging on Readymix property all Readymix procedures and policies must be adhered to.
- (d) Readymix shall have the right to refuse to load a Concrete Truck where de-dagging to the satisfaction of Readymix has not been completed.

## **23. Painting and Sign Writing**

### **23.1 Painting Of A New Truck**

A New Truck supplied by the Carrier at the commencement of this Determination and whenever replaced will be painted in Readymix's corporate livery. The responsibility for painting the cab, chassis and wheels of the Concrete Truck in the correct Readymix corporate livery is the responsibility, and at the cost, of the Carrier at the point the Truck is introduced to the fleet.

### **23.2 Painting Of Agitator**

Where the Carrier supplies the Agitator at the commencement of this Determination or subsequently, the Carrier shall be responsible for arranging and meeting the cost of painting the Agitator in Readymix's corporate livery.

### **23.3 Finish**

The painting required by this clause 0 is to be undertaken by a recognised truck painting contractor approved in advance by Readymix, and the standard of finish is to be not less than that provided by tradesmen specialising in this field.

### **23.4 Repainting**

The Concrete Truck and any Readymix supplied agitator are to be repainted at the cost of Readymix at a time deemed appropriate by Readymix. The Carrier shall be responsible for the preparation of the chassis of the truck prior to repainting (eg. sandblasting). The Carrier shall make the truck available at the reasonable request of Readymix and at no cost to Readymix for the repainting to be completed. If painting is not completed within seven (7) calendar days then the Carrier shall be paid demurrage in accordance with item I of schedule 1 for each additional day.

## **24. Commitment to Training**

#### 24.1 Commitment

The Parties recognise the mutual benefits to be gained through a greater commitment to safety and production training. Accordingly, each Party commits itself to appropriate training programs in order to increase the competitive performance and safety performance of Readymix and the Carrier.

#### 24.2 Cost And Amount

Readymix will have the right to require a representative of the Carrier and the Carrier's Driver to attend training sessions each year in matters determined as relevant by Readymix. The training will be at no cost to Readymix and will be limited to twenty four (24) hours per annum provided that if 24 hours is not reached in one year the unused balance may be added to the next year but there shall be no further accumulation beyond that. The training referred to in this clause 0 is in addition to the training referred to in clause 0.

#### 24.3 Driver Training

For drivers who are new to the company or in cases of existing Drivers whose skill basis is considered by Readymix to be inadequate, Readymix may require such Drivers to spend up to three weeks' training to operate the Concrete Truck and in Slump control of concrete. This training will include a period of up to three days in Readymix's Quality Control Laboratory under the supervision of a Readymix tester, and at least one day in Dispatch to understand Dispatch status and communications requirements.

- (a) Readymix will provide appropriate personnel and equipment (excluding the Concrete Truck and a Driver Trainer) for the purpose of providing the training. At the conclusion of the three week training period, the relevant Drivers employed or engaged by the Carrier will be assessed by Readymix in respect of the Driver's performance and technical ability for the purposes of clause.20.3.
- (b) Where a Carrier attends training at a venue away from the Carrier's rostered plant then the Carrier will be entitled to be paid a kilometre based travel allowance for the distance between the rostered plant and the training venue. The allowance shall be the kilometre rate specified in Item J of schedule 1.

### **25. Occupational Health and Safety**

#### 25.1 Safety Improvement Teams

Readymix will establish Safety Improvement Teams consistent with Occupational Health & Safety (OH&S) legislation and Readymix policies. A representative of the Carrier will, and the Carrier's Driver(s) will participate fully in, and periodically lead, the Safety Improvement Team in rotation with other representatives of other Contractors and Readymix, and will also attend such other safety meetings (eg. a Tool Box Meeting) specified by Readymix. Carriers involved in SIT meetings will be paid at the rate specified in Item F of schedule 1.

#### 25.2 Safety Inductions

The Carrier and its Driver(s) will attend all appropriate Readymix and delivery site safety inductions and safety training as required by Readymix and its customers and provide current documentation required in this regard by Readymix or Readymix's customer. Such attendance will be at no cost to Readymix.

#### 25.3 Determination

The parties agree that Readymix, the Carrier and any Driver engaged by the Carrier will comply with:



- (a) Relevant OH&S legislation in relation to the provision of services pursuant to this agreement;
- (b) Readymix Safety Health & Environment Policies issued from time to time by Readymix;
- (c) Readymix Safe Work Method Statements and Procedures; and
- (d) The requirement that all Readymix issued Personal Protective Equipment shall be worn as required by Readymix whilst a Carrier is providing cartage services under this Determination.

#### **26. Drivers Room**

- (a) The Drivers Room provided by Readymix at Plants for use by the Carrier are to comply with all relevant provisions of the State Workplace Health & Safety legislation
- (b) All Carriers will participate equally in keeping Drivers Rooms clean and tidy at all times.

#### **27. Carrier's Equipment**

##### 27.1 Storage

Subject to Readymix's prior approval, Readymix will provide to the Carrier at the Plant from which the Carrier operates from time to time, sufficient space for the storage of no more than two (2) spare tyres for the Concrete Truck. No other equipment is to be stored by the Carrier on Readymix premises without the written approval of Readymix. Readymix can remove from its premises other Carrier equipment that has not been approved and charge the Carrier for removal and disposal costs.

##### 27.2 Marking

Any tyres stored by the Carrier in accordance with this clause must be marked so identification will match the tyres to a fleet number for the Carrier's Concrete Truck. If tyres or other equipment belonging to the Carrier exceeds the quantity of Carrier equipment for which Readymix has given approval for storage, or in circumstances where Readymix cannot identify ownership of stored equipment, Readymix has the right to remove the excess equipment and to dispose of it appropriately. Readymix will give at least 48 hours notice where removal is required.

##### 27.3 No Liability

Readymix will not be liable to the Carrier for any loss or damage to the Carrier's equipment stored at a Plant or other Readymix premises.

#### **28. Uniforms and Personal Protective Equipment**

##### 28.1 Readymix To Provide

Readymix will provide uniforms for each Carrier and will supply personal protective equipment (PPE) that meet Readymix's specified uniform and clothing requirements and the relevant Australian Standard for PPE. Changes to Readymix's policies regarding clothing and PPE will be issued to the Carrier from time to time and the obligations in this clause 0 relate to the latest version of the specifications issued from time to time by Readymix.

##### 28.2 Uniform To Be Worn

The Carrier will ensure that the principal Driver wears the Readymix uniform and the relief Driver is appropriately attired.

#### **29. Emergencies and Incidents**

#### 29.1 Carrier To Follow Readymix Procedures

The Carrier and its Driver will comply with the emergency procedures specified by Readymix from time to time.

#### 29.2 Reporting Incidents

The Carrier shall immediately advise Readymix of any incident, including any near miss, whether or not involving injury to people or damage to property or the environment, or any accident involving the delivery of concrete or the Concrete Truck, by contacting the Readymix Representative at the Plant from which the Carrier is working on the day of the incident.

#### 29.3 Investigation

The Carrier will provide all reasonable assistance to Readymix in relation to any Readymix investigation of an incident of the kind referred to in clause 0.

#### 29.4 Reporting Defects, Loss Or Theft

A Carrier will report to a Readymix representative immediately any damage, defect, loss or theft relating to the Carrier that is relevant to the performance of its obligations under this Contract, Readymix, or the Plant or Readymix equipment at the Plant.

### **30. Dealings with Customers**

The Carrier acknowledges that Readymix's business and the Carrier's income is directly related to the way in which the Carrier interacts with customers of Readymix. Consequently, the Carrier will, and will ensure that its Driver(s) will, always:

- (a) interact with customers in a courteous and helpful manner;
- (b) report immediately to Readymix any customer complaint made to the Carrier or its Driver(s);
- (c) wherever possible, comply with reasonable and lawful customer requirements in relation to delivery of concrete to the customer; and
- (d) not do anything which is likely to lead to dissatisfaction on the part of the customer with the service provided by the Carrier or the quality of the concrete delivered.

### **31. Compliance with Policies**

#### 31.1 Obligation

The Carrier will comply, and will ensure that its Driver(s) complies with, the fairness and respect policy set out in schedule 4 to this Determination. Failure to comply with schedule 4 may result in termination of this Determination for breach.

#### 31.2 Operational Procedures

Readymix will provide the Carrier with a written procedure relating to the delivery of concrete. The procedure will comply with all requirements of relevant legislation including environment protection legislation and associated local government environmental licence conditions policies and guidelines. The Carrier will be responsible for compliance with Readymix's written procedures by the Carrier and its Driver(s) and the Carrier's duty of care as detailed in the relevant legislation.

### **32. Dispute Resolution**

- (a) In the event of a dispute relating to this Determination, the Carrier and the Readymix Representative at the relevant Plant from which the Carrier is operating at the time that the dispute arose, will, within 48 hours of the dispute arising, meet to seek to resolve the dispute.
- (b) If the dispute is not resolved within the following five (5) Business Days (or such longer period as may be agreed), a Director of the Carrier will, within a further two (2) Business Days, meet with Readymix's General Manager for the Relevant Operational Area to seek to resolve the dispute. The Carrier may seek union representation at the discretion of the Carrier.
- (c) If the dispute is not resolved within the following five (5) Business Days, then either Party has the right to refer the matter to the Industrial Relations Commission of New South Wales. It shall be at the discretion of the Carrier as to whether the Carrier seeks the assistance of the Transport Workers Union of Australia New South Wales Branch.
- (d) The time frames contained in this procedure are intended as general guides rather than literal requirements.
- (e) It is understood and accepted by all parties that work shall continue normally during all aspects of this Disputes Procedure.

### **33. Termination of Contract**

#### 33.1 Termination By Readymix Without Compensation

Readymix has the right to terminate the Contract of a Carrier without compensation to the Carrier where:

- (a) The Carrier or its Driver has committed an act of serious misconduct (which shall include but not be limited to theft, violence or violent threats, fraud, etc); or
- (b) Persistent performance failures notified to the Carrier; or
- (c) Serious or persistent safety or environmental breaches by the Carrier or its driver and notified to the Carrier.

#### 33.2 Termination By Readymix With Compensation

Readymix may terminate the Contract of a Carrier without cause in the following manner, and subject to the following conditions set out in this clause 0:

- (a) Readymix can terminate this Determination by providing to the Carrier written notice of termination as detailed in sub clause (b) hereof;
- (b) In the event of termination under this clause Readymix shall give to the Carrier twelve (12) weeks notice which may be worked or paid wholly or partly in lieu. At the end of the notice period (or upon payment of the in lieu portion) Readymix shall pay to the Carrier the amount specified within the terms of the following scale:

#### **A. CATEGORY A AND B CONTRACTS**

|                     |       |       |       |       |       |       |       |       |       |       |
|---------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Year of Termination | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    |
| \$ Amount Payable   | \$60K | \$60K | \$50K | \$40K | \$30K | \$25K | \$20K | \$20K | \$15K | \$10K |

#### **B. CATEGORY C CONTRACTS**

|                     |       |       |       |       |       |       |       |
|---------------------|-------|-------|-------|-------|-------|-------|-------|
| Year of Termination | 1     | 2     | 3     | 4     | 5     | 6     | 7     |
| \$ Amount Payable   | \$40K | \$30K | \$25K | \$20K | \$20K | \$15K | \$10K |

- (c) The Carrier and the TWU acknowledge and agree that the compensation provided under this Determination is adequate and no action by the Carrier or the TWU will lie under the *Industrial Relations Act 1996* (NSW).

### 33.3 Termination By Carrier

At any time during the term of this Determination the Carrier may terminate its contract by providing Readymix with a minimum of twelve (12) weeks notice of termination.

## 34. Assignment of Determination

### 34.1 Assignment By Carrier

- (a) The Carrier may not assign its rights or obligations under this Determination without the prior written consent of Readymix.
- (b) If the Carrier wishes to assign the balance of the term of the cartage contract granted under the provisions of this Determination at any time after the first twelve (12) months from the Commencement Date, the following procedures shall apply:
- (i) The Carrier shall first give notice in writing to Readymix of the Carrier's desire to assign the balance of the term of the cartage contract;
  - (ii) If Readymix wishes to do so, Readymix may acquire the balance of the term of the cartage contract, by providing to the Carrier a written notice pursuant to this clause and tendering to the Carrier payment in a sum equal to the amount that would be payable by Readymix to the Carrier at the time of giving the notice under this clause as if Readymix were terminating the cartage contract in accordance with the provisions of clause 0. The Carrier acknowledges that it is not entitled to any payment for goodwill arising in relation to this Determination as a result of any acquisition of the balance of the term of the cartage contract by Readymix in accordance with this clause 0.
  - (iii) If Readymix does not serve the notice and tender the payment in accordance with paragraph 0 within the 30 day period, the Carrier may assign the balance of the term of the cartage contract to any other corporate entity approved by Readymix, and which is prepared to execute a contract with Readymix for the provision of the relevant services for the balance of the term of the cartage contract with the Carrier.
  - (iv) In seeking approval from Readymix to assign the balance of the term to another entity, the Carrier will ensure that the proposed assignee provide such information as Readymix may reasonably require in relation to the proposed assignee. For the avoidance of doubt, it is acknowledged that Readymix may refuse to approve a proposed assignment if it is not provided with the information required in relation to the proposed assignee or if, having been provided with information about the proposed assignee, Readymix is not satisfied with the ability of the proposed assignee to provide services to the standards required by Readymix.
- (c) Carriers with 12 or more years of service

A Carrier who has been continuously contracted to Readymix (or CSR Ltd) for a period of twelve (12) or more years as at the date of commencement of this Determination has the right to seek to assign the balance of the term of its cartage contract to any purchaser on the open market and in such a case Readymix will forego its option to purchase the cartage contract provided for

in clause 34.2 (b) (ii) above if the Carrier concerned has a demonstrated history of good performance with Readymix and its predecessor in title. Provided however that it is agreed between the parties that the operation of this clause will be restricted to the following maximum number of Carriers:

- First year of this Determination: twelve (12) Carriers.
- Second year of this Determination: up to (12) Carriers subject to the number of other Carriers exiting the fleet in that year.
- Third year of this Determination: twelve (12) Carriers.
- Fourth year of this Determination: six (6) Carriers

After the end of the fourth year of this Determination this sub-clause (d) shall cease to operate.

#### 34.2 Deemed Assignment

For the purposes of clause 0, a transaction that would involve a change in control of the Carrier will be deemed to be an assignment of rights and obligations under this Determination. For the purposes of this clause, a change in control includes the power (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the Board of Directors of the Carrier, the voting rights of the majority of the voting shares of the Carrier, or the management of the affairs of the Carrier.

### 35. Deductions

Where Readymix has the right under this Determination to deduct any amount from monies it is obliged to pay to a Carrier then such right shall not be exercised (except in the case of a recovery of an overpayment) unless Readymix gives seventy two (72) hours notice to the Carrier concerned. If the deduction is disputed by the Carrier then the Disputes Procedure may be invoked in which case no deduction shall be effected until the Disputes Procedure has been completed.

## SCHEDULE 1

### SURCHARGES

#### Concrete Cartage Agreement

| Symbol | Title  | 5500                     | 6600                     |
|--------|--|--------------------------|--------------------------|
|        |  | Rate<br>6 Wheel<br>Truck | Rate<br>8 Wheel<br>Truck |
| A      | Mixing in Yard Fee (\$/m <sup>3</sup> )<br>= Load fee only "O" at current MAT utilisation @ minimum 2m <sup>3</sup>                    | \$14.69                  | \$13.40                  |
| B      | Standby time (\$ per half hour)<br>TI Weekly casual rate divided by 38 per half hour   | \$17.12                  | \$17.93                  |
| C      | Call out fee<br>= 8 times standby payment "B" ie. 4 hours standby  | \$136.98                 | \$143.45                 |
| D      | Delivery outside normal hours (\$/m <sup>3</sup> )<br>= TI Weekly casual rate divided by 38 multiplied by 1.25 divided by average load | \$4.28                   | \$3.74                   |
| E      | Detention time (\$/hr)<br>= Demurrage "I" divided by 7.6, Maximum 7.6 hours per day  | \$36.36                  | \$40.16                  |
| F      | SIT Payment<br>= Grade 5 ME Weekly rate divided by 38  | \$14.47                  | \$14.47                  |
| G      | Waiting time (\$/minute)   | \$1.38                   | \$1.55                   |

|   |   |          |          |
|---|---|----------|----------|
|   | = Truck hire "K" divided by 60  |          |          |
| H | Unloaded kilometres (\$/km)<br>= Total running cost / total kilometres @ baseline utilisation                         | \$1.25   | \$1.44   |
| I | Demurrage (\$/Day)<br>= Total Fixed, Ownership & Overhead Cost divided by 268<br>(safety net days)                    | \$276.34 | \$305.18 |
| J | Travel cost rate (Personal Vehicle) (\$/km)<br>= Australia Taxation Office kilometre rate                             | \$0.61   | \$0.61   |
| K | Truck hire (\$/hour)<br>= Average load @ average lead @ baseline productivity less 10%                                | \$83.07  | \$93.12  |
| L | Sunday delivery (\$/m3)<br>= TI Weekly casual rate divided by 38 multiplied by 2 divided by<br>average load           | \$6.85   | \$5.98   |
| M | Public holiday delivery (\$/m3)<br>= TI Weekly casual rate divided by 38 multiplied by 2.5 divided<br>by average load | \$8.56   | \$7.47   |
| N | Adjacent Transport Fee (\$/m3)<br>= Load fee only "O" at current MAT utilisation @ minimum 3m3                        | \$14.69  | \$13.40  |
| O | Load Fee Only (\$/m3) = Load fee at current MAT utilisation   | \$14.69  | \$13.40  |

**SCHEDULE 2****Utilisation Cartage Rates And True Cost Formula**

| Calculation Of Six Wheel Concrete Truck (New Truck) True Cost Utilization Cartage Rates |          |        |   |  |
|---|----------|--------|---|--|
| Schedule 2:   |          |        |   |  |
| CPI Indices   |          |        |   |  |
| Base Index - December Quarter 2004  | 143.6    | F(1)   | Sydney Consumer Price Index (All Groups Index)<br>December Quarter 2003   |  |
| Index at review   | 143.6    | B      |   |  |
| Productivity  |          |        |   |  |
| Volume (m3/truck/year)  | 5500     | F      | Baseline Productivity for Rate Calculation<br>Current average carted m3 - Sydney Metro<br>Current average - Sydney Metro                  |  |
| Average load (carted m3)  | 5.00     | D      |   |  |
| Average lead (km)   | 9.24     | D      |   |  |
| Trips/year  | 1100     | X      |   |  |
| Paid km/year  | 10164    | X      |   |  |
| Paid km/total km ratio  | 50%      | F      |   |  |
| Total km/year   | 20328    | X      |   |  |
| Labour  |          |        |   |  |
| TI Weekly rate (\$)   | \$565.80 | TI     | Transport Industry State Award used for casual labour calculations only<br>Mixed Enterprises Award used for all other labour calculations |  |
| ME Weekly Rate  | \$543.86 | ME     |   |  |
| Weeks / Year  | 50       | F      | Award hours per week @ 7.6 hours per day  |  |
| Hours / Week  | 38       | F      |   |  |
| Hourly Rate   | \$14.31  | X      |   |  |
| Normal time wages (\$)  | \$27,193 | X      |   |  |
| Award Allowances  |          |        |   |  |
| Slump Allowance per week  | \$17.85  | ME     |   |  |
| Total Allowances  | \$892.50 | X      |   |  |
| Casual labour for 2 weeks leave + 1 week sick   | \$2,275  | TI (X) | Includes 15% plus 1/12 loading @ TI Award Rate & includes slump allowance   |  |
| Total casual labour (\$)  | \$2,275  | X      |   |  |
| No of weeks overtime worked   |          |        |   |  |
| Equiv normal time hours/week  | 40       | F      | 1.5 hours/week day @ time & half  |  |
| No of week Saturdays worked   | 11.25    | F      |   |  |
| Equiv normal time hours/Sat   | 40       | F      | 2 hours @ time & half plus 4.5 hours @ double time per Saturday   |  |
|   | 12.00    | F      |   |  |

|                             |          |        |  |
|-----------------------------|----------|--------|--|
| Overtime cost (\$)          | \$13,310 | X      |  |
| Labour (on costs)           |          |        |  |
| Superannuation (\$)         | \$2,732  | B (X)  | 8% of normal time wage + allowances + casual hours according to statutory requirements at time of rate calculation |
| Long service leave (\$)     | \$471    | ME (X) | Per statutory requirements   |
| Leave loading (\$)          | \$543.86 | ME (X) |  |
| Workers comp insurance (\$) | \$3,099  | B (X)  | 6.535%% of all income per statutory requirements Industry Code 263300 6.35% + dust diseases rate 0.165%            |
| Total labour on costs (\$)  | \$6,846  | X      |  |
| TOTAL LABOUR COST (\$)      | \$50,518 | X      |  |
| "FIXED COST" LABOUR (\$)    | \$50,518 | X      |  |

|                                      |          |       |  |
|--------------------------------------|----------|-------|--|
| Ownership & Overhead Costs           |          |       | Truck Mack Metroliner, Auto, Airbag, Alloy Wheels<br>\$127,538   |
| Financing contribution (\$)          | \$16,745 | F(2)  | Rate n/a 7 Year lease from GE, 30% residual, buyout truck & finance @ year 8 - year 10 (7.5% interest), 15% truck value @ end of year 10   |
| Stamp duty on truck purchase (\$)    | \$421    | F(3)  | 4209 3%  |
| Reg'n, CTP insurance                 | \$2,778  | B (X) |  |
| Insurance excl workers comp (\$)     | \$1,990  | B (X) | Amortized over 10 years, on truck price including GST  |
| Administration costs (\$)            | \$3,250  | C     | Truck registration \$1,080 CTP ins.* 1698 Annual payment   |
| Total O & O Costs (\$)               | \$25,184 | X     | Truck \$1,447 Public Liability \$330 Agitator \$213  |
|                                      |          |       | Accounting Fees for Annual Return & Quarterly BASS \$2500, ASIC filing fees \$200, bank fees \$120, misc expenses \$400, weighbridge cert \$30<br>*Truck registration based on Mack Metroliner * All insurances based on competitive quote |
| Running Costs                        |          |       | All Running Costs GST EXCLUSIVE  |
| Fuel - based on km travelled         |          |       |  |
| Fuel Cost (\$/litre)                 | \$0.68   | B     | BP Card Rate Metro Sydney - three month average Steven Todd 02 97954800  |
| Total km travelled                   | 20328    | X     | Fuel numbers 0.9567 Rebate 0.18510   |
| Fuel consumption (litres/100km)      | 66.0     | F     | km/l 1.52  |
| Truck fuel cost (\$)                 | \$9,185  | X     |  |
| Repairs & servicing - all time based |          |       |  |
| Routine services per year            | 8        | F     | Mack 'A','B','C' 450 Hour Service Schedule, 'O' Inspection every 225 hours, 1800 hours per year  |
| Routine service cost per year (\$)   | \$3,412  | B     | Cost of 4 x 'O' Inspections, 2 x 'A' Services, 1 x 'B' service, 1 x 'C' service per year at Mack Authorised Repairer   |



|  |         |   |  |
|--|---------|---|--|
| PTO Inspection workshop hours per year | 1       | F | Annual PTO Inspection conducted at Mack 'C' Service @ Workshop Hourly Rate |
| PTO inspection cost per year (\$)      | \$69    | X |  |
| Minor R & M (hours/week)               | 1       | F | Mack dealer or approved Mack repairer workshop rate                        |
| Truck working weeks/year               | 50      | F |  |
| Workshop cost (\$/hour)                | \$69    | B |  |
| Mechanic cost as % Workshop cost       | 45%     | F |  |
| Mechanic cost (\$/hour)                | \$31.05 | B |  |
| Minor R & M cost per year              | \$1,553 | X |  |
| Provision for major R & M (\$)         | \$3,000 | C |  |
| Minor jobsite related damage (\$)      | \$200   | C |  |
| Total servicing, R & M cost (\$)       | \$8,233 | X |  |
| Tyres - based on km travelled          |         |   |  |
| No. of new tyres - radial steer        | 1.4     | F | Expected Life 30,000<br>Kumho KRA01 11R22.5 or equivalent                  |
| Cost of new tyre (\$ each)             | \$430   | B |  |
| Cost of new tyres (\$)                 | \$583   | X |  |
| Expected Life 27,000                   |         |   |  |
| No. of recaps - rear drive             | 6.0     | F | Expected Life 27,000   |
| Cost of recaps (\$ each)               | \$141   | B |  |
| Cases                                  | 2       | F |  |
| Cost of cases (\$ each)                | \$80    | B |  |
| Cost of recaps (\$)                    | \$1,009 | X |  |
| Expected no. of punctures              | 6       | F |  |
| Cost of puncture repair (\$ each)      | \$30    | B |  |
| Cost of punctures (\$)                 | \$180   | X |  |
| Wheel Alignment no. per year           | 1       | F |  |
| Wheel Alignment cost (\$ each)         | \$127   | B |  |
| Tyre Disposal Fees per year            | 2       | F |  |
| Cost per Tyre Disposal                 | \$15    | B |  |
| Total Disposal Cost                    | \$30    | X |  |
| Total tyre cost (\$)                   | \$1,929 | X |  |

|   |          |   |  |
|---|----------|---|--|
| No dedagging per year                     | 2        | F | Allowance for two contractors  |
| Total Contractor Hours per Dedag          | 4        | F |  |
| Dedagging Contractor Hourly Rate (\$)     | \$80     | B |  |
| Dedagging Allowance (\$)                  | \$640    | X |  |
| Running Cost Allowance                    | \$600    | F |  |
| Profit Component (50% of 5500 MAT Profit) | \$5,005  | F |  |
| TOTAL RUNNING COSTS (\$)                  | \$25,592 | X | Factor for all additional requirements ie. Blocks, bag addition, mixing, washouts, dry outs, truck to truck transfers, RTA Inspections etc |
| Total running cost (\$/m3/paid km)        | \$0.50   | X |  |
| PAID RATE (\$/m3/paid km)                 | \$0.50   | X |  |
|   |          |   | Rounded to nearest whole cent  |

|  | PRODUCTIVITY (m3/truck/year) |          |          |          |          |          |          |          |          |          |          |
|--|------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|  | 3000                         | 3100     | 3200     | 3300     | 3400     | 3500     | 3600     | 3700     | 3800     | 3900     | 4000     |
| "Fixed Cost" Labour (\$)                       | \$50,518                     | \$50,518 | \$50,518 | \$50,518 | \$50,518 | \$50,518 | \$50,518 | \$50,518 | \$50,518 | \$50,518 | \$50,518 |
| Ownership & Overhead Cost (\$)                 | 25,184                       | 25,184   | 25,184   | 25,184   | 25,184   | 25,184   | 25,184   | 25,184   | 25,184   | 25,184   | 25,184   |
| Total Fixed, Ownership & Overhead Cost (\$)    | 75,702                       | 75,702   | 75,702   | 75,702   | 75,702   | 75,702   | 75,702   | 75,702   | 75,702   | 75,702   | 75,702   |
| Total Fixed, Ownership & Overhead Cost (\$/m3) | \$25.23                      | \$24.42  | \$23.66  | \$22.94  | \$22.27  | \$21.63  | \$21.03  | \$20.46  | \$19.92  | \$19.41  | \$18.93  |
| Running cost (\$) @ \$/m3/km rate<br>\$0.50    | 13,860                       | 14,322   | 14,784   | 15,246   | 15,708   | 16,170   | 16,632   | 17,094   | 17,556   | 18,018   | 18,480   |
| LOD OPERATING COST (\$)                        | \$89,562                     | \$90,024 | \$90,486 | \$90,948 | \$91,410 | \$91,872 | \$92,334 | \$92,796 | \$93,258 | \$93,720 | \$94,182 |
| LOD OPERATING COST (\$/m3)                     | \$29.85                      | \$29.04  | \$28.28  | \$27.56  | \$26.89  | \$26.25  | \$25.65  | \$25.08  | \$24.54  | \$24.03  | \$23.55  |
| PROFIT/VOLUME INCENTIVE (\$/m3) F              | \$0.22                       | \$0.26   | \$0.30   | \$0.34   | \$0.38   | \$0.42   | \$0.46   | \$0.50   | \$0.54   | \$0.58   | \$0.62   |
| PAID CARTAGE @ AV LEAD (\$/m3)                 | \$30.07                      | \$29.30  | \$28.58  | \$27.90  | \$27.27  | \$26.67  | \$26.11  | \$25.58  | \$25.08  | \$24.61  | \$24.17  |
| Gross income @ paid cartage (\$)               | \$90,210                     | \$90,830 | \$91,456 | \$92,070 | \$92,718 | \$93,345 | \$93,996 | \$94,646 | \$95,304 | \$95,979 | \$96,680 |
| less running cost                              | 13,860                       | 14,322   | 14,784   | 15,246   | 15,708   | 16,170   | 16,632   | 17,094   | 17,556   | 18,018   | 18,480   |
| Load fee component (\$)                        | \$76,350                     | \$76,508 | \$76,672 | \$76,824 | \$77,010 | \$77,175 | \$77,364 | \$77,552 | \$77,748 | \$77,961 | \$78,200 |
| LOAD FEE (\$/m3)                               | \$25.45                      | \$24.68  | \$23.96  | \$23.28  | \$22.65  | \$22.05  | \$21.49  | \$20.96  | \$20.46  | \$19.99  | \$19.55  |

|  | PRODUCTIVITY (m3/truck/year) |          |          |          |           |           |           |           |           |           |           |
|--|------------------------------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|  | 4100                         | 4200     | 4300     | 4400     | 4500      | 4600      | 4700      | 4800      | 4900      | 5000      | 5100      |
| "Fixed Cost" Labour (\$)                       | \$50,518                     | \$50,518 | \$50,518 | \$50,518 | \$50,518  | \$50,518  | \$50,518  | \$50,518  | \$50,518  | \$50,518  | \$50,518  |
| Ownership & Overhead Cost (\$)                 | 25,184                       | 25,184   | 25,184   | 25,184   | 25,184    | 25,184    | 25,184    | 25,184    | 25,184    | 25,184    | 25,184    |
| Total Fixed, Ownership & Overhead Cost (\$)    | 75,702                       | 75,702   | 75,702   | 75,702   | 75,702    | 75,702    | 75,702    | 75,702    | 75,702    | 75,702    | 75,702    |
| Total Fixed, Ownership & Overhead Cost (\$/m3) | \$18.46                      | \$18.02  | \$17.61  | \$17.20  | \$16.82   | \$16.46   | \$16.11   | \$15.77   | \$15.45   | \$15.14   | \$14.84   |
| Running cost (\$) @ \$/m3/km rate \$0.50       | 18,942                       | 19,404   | 19,866   | 20,328   | 20,790    | 21,252    | 21,714    | 22,176    | 22,638    | 23,100    | 23,562    |
| LOD OPERATING COST (\$)                        | \$94,644                     | \$95,106 | \$95,568 | \$96,030 | \$96,492  | \$96,954  | \$97,416  | \$97,878  | \$98,340  | \$98,802  | \$99,264  |
| LOD OPERATING COST (\$/m3)                     | \$23.08                      | \$22.64  | \$22.23  | \$21.82  | \$21.44   | \$21.08   | \$20.73   | \$20.39   | \$20.07   | \$19.76   | \$19.46   |
| PROFIT/VOLUME INCENTIVE (\$/m3) F              | \$0.66                       | \$0.70   | \$0.74   | \$0.78   | \$0.82    | \$0.86    | \$0.90    | \$0.94    | \$0.98    | \$1.02    | \$1.00    |
| PAID CARTAGE @ AV LEAD (\$/m3)                 | \$23.74                      | \$23.34  | \$22.97  | \$22.60  | \$22.26   | \$21.94   | \$21.63   | \$21.33   | \$21.05   | \$20.78   | \$20.46   |
| Gross income @ paid cartage (\$)               | \$97,334                     | \$98,028 | \$98,771 | \$99,440 | \$100,170 | \$100,924 | \$101,661 | \$102,384 | \$103,145 | \$103,900 | \$104,346 |
| less running cost                              | 18,942                       | 19,404   | 19,866   | 20,328   | 20,790    | 21,252    | 21,714    | 22,176    | 22,638    | 23,100    | 23,562    |
| Load fee component (\$)                        | \$78,392                     | \$78,624 | \$78,905 | \$79,112 | \$79,380  | \$79,672  | \$79,947  | \$80,208  | \$80,507  | \$80,800  | \$80,784  |
| LOAD FEE (\$/m3)                               | \$19.12                      | \$18.72  | \$18.35  | \$17.98  | \$17.64   | \$17.32   | \$17.01   | \$16.71   | \$16.43   | \$16.16   | \$15.84   |

|  | PRODUCTIVITY (m3/truck/year) |           |           |           |           |           |           |           |           |           |           |
|--|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|  | 5200                         | 5300      | 5400      | 5500      | 5600      | 5700      | 5800      | 5900      | 6000      | 6100      | 6200      |
| "Fixed Cost" Labour (\$)                       | \$50,518                     | \$50,518  | \$50,518  | \$50,518  | \$50,518  | \$50,518  | \$50,518  | \$50,518  | \$50,518  | \$50,518  | \$50,518  |
| Ownership & Overhead Cost (\$)                 | 25,184                       | 25,184    | 25,184    | 25,184    | 25,184    | 25,184    | 25,184    | 25,184    | 25,184    | 25,184    | 25,184    |
| Total Fixed, Ownership & Overhead Cost (\$)    | 75,702                       | 75,702    | 75,702    | 75,702    | 75,702    | 75,702    | 75,702    | 75,702    | 75,702    | 75,702    | 75,702    |
| Total Fixed, Ownership & Overhead Cost (\$/m3) | \$14.56                      | \$14.28   | \$14.02   | \$13.76   | \$13.52   | \$13.28   | \$13.05   | \$12.83   | \$12.62   | \$12.41   | \$12.21   |
| Running cost (\$) @ \$/m3/km rate \$0.50       | 24,024                       | 24,486    | 24,948    | 25,410    | 25,872    | 26,334    | 26,796    | 27,258    | 27,720    | 28,182    | 28,644    |
| LOD OPERATING COST (\$)                        | \$99,726                     | \$100,188 | \$100,650 | \$101,112 | \$101,574 | \$102,036 | \$102,498 | \$102,960 | \$103,422 | \$103,884 | \$104,346 |

|  |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| LOD OPERATING COST (\$/m3)                         | \$19.18             | \$18.90             | \$18.64             | \$18.38             | \$18.14             | \$17.90             | \$17.67             | \$17.45             | \$17.24             | \$17.03             | \$16.83             |
| PROFIT/VOLUME INCENTIVE (\$/m3) F                  | \$0.99              | \$0.97              | \$0.95              | \$0.93              | \$0.97              | \$1.01              | \$1.07              | \$1.13              | \$1.21              | \$1.29              | \$1.35              |
| PAID CARTAGE @ AV LEAD (\$/m3)                     | \$20.17             | \$19.87             | \$19.59             | \$19.31             | \$19.11             | \$18.91             | \$18.74             | \$18.58             | \$18.45             | \$18.32             | \$18.18             |
| Gross income @ paid cartage (\$) less running cost | \$104,884<br>24,024 | \$105,311<br>24,486 | \$105,786<br>24,948 | \$106,205<br>25,410 | \$107,016<br>25,872 | \$107,787<br>26,334 | \$108,692<br>26,796 | \$109,622<br>27,258 | \$110,700<br>27,720 | \$111,752<br>28,182 | \$112,716<br>28,644 |
| Load fee component (\$)                            | \$80,860            | \$80,825            | \$80,838            | \$80,795            | \$81,144            | \$81,453            | \$81,896            | \$82,364            | \$82,980            | \$83,570            | \$84,072            |
| LOAD FEE (\$/m3)                                   | \$15.55             | \$15.25             | \$14.97             | \$14.69             | \$14.49             | \$14.29             | \$14.12             | \$13.96             | \$13.83             | \$13.70             | \$13.56             |

|  | PRODUCTIVITY (m3/truck/year) |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
|--|------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|  | 6300                         | 6400                | 6500                | 6600                | 6700                | 6800                | 6900                | 7000                | 7100                | 7200                | 7300                |
| "Fixed Cost" Labour (\$)                           | \$50,518                     | \$50,518            | \$50,518            | \$50,518            | \$50,518            | \$50,518            | \$50,518            | \$50,518            | \$50,518            | \$50,518            | \$50,518            |
| Ownership & Overhead Cost (\$)                     | 25,184                       | 25,184              | 25,184              | 25,184              | 25,184              | 25,184              | 25,184              | 25,184              | 25,184              | 25,184              | 25,184              |
| Total Fixed, Ownership & Overhead Cost (\$)        | 75,702                       | 75,702              | 75,702              | 75,702              | 75,702              | 75,702              | 75,702              | 75,702              | 75,702              | 75,702              | 75,702              |
| Total Fixed, Ownership & Overhead Cost (\$/m3)     | \$12.02                      | \$11.83             | \$11.65             | \$11.47             | \$11.30             | \$11.13             | \$10.97             | \$10.81             | \$10.66             | \$10.51             | \$10.37             |
| Running cost (\$) @ \$/m3/km rate \$0.50           | 29,106                       | 29,568              | 30,030              | 30,492              | 30,954              | 31,416              | 31,878              | 32,340              | 32,802              | 33,264              | 33,726              |
| LOD OPERATING COST (\$)                            | \$104,808                    | \$105,270           | \$105,732           | \$106,194           | \$106,656           | \$107,118           | \$107,580           | \$108,042           | \$108,504           | \$108,966           | \$109,428           |
| LOD OPERATING COST (\$/m3)                         | \$16.64                      | \$16.45             | \$16.27             | \$16.09             | \$15.92             | \$15.75             | \$15.59             | \$15.43             | \$15.28             | \$15.13             | \$14.99             |
| PROFIT/VOLUME INCENTIVE (\$/m3) F                  | \$1.45                       | \$1.53              | \$1.61              | \$1.69              | \$1.77              | \$1.85              | \$1.93              | \$2.01              | \$2.09              | \$2.17              | \$2.25              |
| PAID CARTAGE @ AV LEAD (\$/m3)                     | \$18.09                      | \$17.98             | \$17.88             | \$17.78             | \$17.69             | \$17.60             | \$17.52             | \$17.44             | \$17.37             | \$17.30             | \$17.24             |
| Gross income @ paid cartage (\$) less running cost | \$113,967<br>29,106          | \$115,072<br>29,568 | \$116,220<br>30,030 | \$117,348<br>30,492 | \$118,523<br>30,954 | \$119,680<br>31,416 | \$120,888<br>31,878 | \$122,080<br>32,340 | \$123,327<br>32,802 | \$124,560<br>33,264 | \$125,852<br>33,726 |
| Load fee component (\$)                            | \$84,861                     | \$85,504            | \$86,190            | \$86,856            | \$87,569            | \$88,264            | \$89,010            | \$89,740            | \$90,525            | \$91,296            | \$92,126            |

| LOAD FEE (\$/m3)                               | \$13.47                      | \$13.36   | \$13.26   | \$13.16   | \$13.07   | \$12.98   | \$12.90   | \$12.82 | \$12.75 | \$12.68 | \$12.62 |
|--|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|---------|---------|---------|---------|
|  | PRODUCTIVITY (m3/truck/year) |           |           |           |           |           |           |         |         |         |         |
|  | 7400                         | 7500      | 7600      | 7700      | 7800      | 7900      | 8000      |         |         |         |         |
| "Fixed Cost" Labour (\$)                       | \$50,518                     | \$50,518  | \$50,518  | \$50,518  | \$50,518  | \$50,518  | \$50,518  |         |         |         |         |
| Ownership & Overhead Cost (\$)                 | 25,184                       | 25,184    | 25,184    | 25,184    | 25,184    | 25,184    | 25,184    |         |         |         |         |
| Total Fixed, Ownership & Overhead Cost (\$)    | 75,702                       | 75,702    | 75,702    | 75,702    | 75,702    | 75,702    | 75,702    |         |         |         |         |
| Total Fixed, Ownership & Overhead Cost (\$/m3) | \$10.23                      | \$10.09   | \$9.96    | \$9.83    | \$9.71    | \$9.58    | \$9.46    |         |         |         |         |
| Running cost (\$) @ \$/m3/km rate \$0.50       | 34,188                       | 34,650    | 35,112    | 35,574    | 36,036    | 36,498    | 36,960    |         |         |         |         |
| LOD OPERATING COST (\$)                        | \$109,890                    | \$110,352 | \$110,814 | \$111,276 | \$111,738 | \$112,200 | \$112,662 |         |         |         |         |
| LOD OPERATING COST (\$/m3)                     | \$14.85                      | \$14.71   | \$14.58   | \$14.45   | \$14.33   | \$14.20   | \$14.08   |         |         |         |         |
| PROFIT/VOLUME INCENTIVE (\$/m3) F              | \$2.33                       | \$2.41    | \$2.49    | \$2.57    | \$2.65    | \$2.73    | \$2.81    |         |         |         |         |
| PAID CARTAGE @ AV LEAD (\$/m3)                 | \$17.18                      | \$17.12   | \$17.07   | \$17.02   | \$16.98   | \$16.93   | \$16.89   |         |         |         |         |
| Gross income @ paid cartage (\$)               | \$127,132                    | \$128,400 | \$129,732 | \$131,054 | \$132,444 | \$133,747 | \$135,120 |         |         |         |         |
| less running cost                              | 34,188                       | 34,650    | 35,112    | 35,574    | 36,036    | 36,498    | 36,960    |         |         |         |         |
| Load fee component (\$)                        | \$92,944                     | \$93,750  | \$94,620  | \$95,480  | \$96,408  | \$97,249  | \$98,160  |         |         |         |         |
| LOAD FEE (\$/m3)                               | \$12.56                      | \$12.50   | \$12.45   | \$12.40   | \$12.36   | \$12.31   | \$12.27   |         |         |         |         |

**VARIATION IN UTILIZATION RATES**

Items of data marked "ME" to be varied by any change in the Transport Industry Mixed Enterprises (State) Award grade 4 driver.  
 Items of data marked "TI" to be varied by any change in the Transport Industry (State) Award grade 4 driver.  
 Items of data marked "B" to be varied by actual change in cost or value based on competitive quotes.  
 Items of data marked "C" to be varied by the % change in the Sydney Consumer Price Index (All Groups Index Number) for the quarter immediately preceding the rate review.  
 Items of data marked "D" to be the actual average load size (m3) and average lead (km) and actual volume (m3/truck/year) determined on a moving annual total basis.  
 Items of data marked "F" are fixed for the term of the Contract of Carriage unless both parties agree that circumstances are

sufficiently changed to warrant alteration.  
 Items of data marked "X" are calculations

Items of data marked "F(1)" are the Sydney Consumer Price Index (All Groups Index Number) for the December 2004 quarter and are fixed for the term of the Contract of Carriage.  
 Items of data marked "F(2)" are to be reviewed on 1st November 2004 and the year 8 to 10 interest rates are to be reviewed 1st November 2011 to become effective at the following utilisation review 15th January 2012 based on the attached financial model "FM".  
 The basis for the interest rate at the 1st November 2004 review in "FM" for years 8 to 10 shall be the the RBA (Reserve Bank of Australia) Financial Markets Indicator Lending Rates (Table F5) Small Business 3 Year Fixed rate for October 2004.  
 Items of data marked "F(3)" are to be reviewed on 1st November 2004 based on new truck price on that date and are fixed for the term of the Contract of Carriage unless both parties agree that circumstances are sufficiently changed to warrant alteration.

Note:

All items of data marked "B" and "D" and "ME" and "TI" are to be reviewed on 1st November 2004.  
 The results of the 1st November 2004 rate review will set the cartage rates effective from 16th January 2005 through to the 15th April 2005.  
 All reviews will be based on the best competitive deals available to carriers at the review date.  
 The Financial Model "FM" is to be as below unless a better, agreed 10 year deal can be made available to Carriers prior to 1st November 2004. If an agreed 10 year deal is available the Financial Model "FM" and Schedule 2 will be adjusted to reflect this.

Financial Model "FM"

6 Wheeler - GE Lease option - 7 Years, 30% residual

|                     |         |         |  |
|---------------------|---------|---------|--|
| Truck cost          | 127,538 |         |  |
| Lease cost excl GST | 1,663   | from GE |  |
| Redidual            | 30%     | 7 years |  |

10 Year Agreed Finance Model

|  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7        | Year 8 | Year 9         | Year 10 |
|--|--------|--------|--------|--------|--------|--------|---------------|--------|----------------|---------|
|  | 19,959 | 19,959 | 19,959 | 19,959 | 19,959 | 19,959 | 19,959        |        |                |         |
|  |        |        |        |        |        |        | Buy out (30%) | 38,261 | Disposal (15%) | 19,131  |
|  |        |        |        |        |        |        | Depreciation  | 6,377  | 6,377          | 6,377   |
|  |        |        |        |        |        |        | Interest      | 7.50%  | 2,870          | 2,870   |

|                                    |   |        |        |        |        |        |        |        |       |       |       |
|------------------------------------|---|--------|--------|--------|--------|--------|--------|--------|-------|-------|-------|
|                                    | Undiscounted cash flow  | 19,959 | 19,959 | 19,959 | 19,959 | 19,959 | 19,959 | 19,959 | 9,247 | 9,247 | 9,247 |
|                                    |   | 167,45 |        |        |        |        |        |        |       |       |       |
|                                    | Undiscounted total cost   | 4      |        |        |        |        |        |        |       |       |       |
|                                    | Annualised cost   | 16,745 |        |        |        |        |        |        |       |       |       |
| Annual Earnings Safety Net         | The annual earnings safety net as provided for in clause 5 of the Agreement is equal to the sum of the Fixed Cost Labour, Ownership and Overhead Costs.<br>The annual earnings safety net will be changed in accordance with clause 4.5 of the Agreement. |        |        |        |        |        |        |        |       |       |       |
| Current Annual Earnings Safety Net | \$75,702  |        |        |        |        |        |        |        |       |       |       |

CALCULATION OF EIGHT WHEEL CONCRETE TRUCK (NEW TRUCK) TRUE COST UTILIZATION CARTAGE RATES

|                                    |          |      |   |
|------------------------------------|----------|------|---|
| <b>CPI INDICES</b>                 |          |      |   |
| Base Index - December Quarter 2004 | 143.6    | F(1) | Sydney Consumer Price Index (All Groups Index)<br>December Quarter 2003   |
| Index at review                    | 143.6    | B    |   |
| <b>PRODUCTIVITY</b>                |          |      |   |
| Volume (m3/truck/year)             | 6600     | F    | Baseline Productivity for Rate Calculation<br>Current average carted m3 - Sydney Metro<br>Current average - Sydney Metro                  |
| Average load (carted m3)           | 6.00     | D    |   |
| Average lead (km)                  | 9.24     | D    |   |
| Trips/year                         | 1100     | X    |   |
| Paid km/year                       | 10164    | X    |   |
| Paid km/total km ratio             | 50%      | F    |   |
| Total km/year                      | 20328    | X    |   |
| <b>LABOUR</b>                      |          |      |   |
| TI Weekly rate (\$)                | \$592.50 | TI   | Transport Industry State Award used for casual labour calculations only<br>Mixed Enterprises Award used for all other labour calculations |
| ME Weekly Rate                     | \$549.70 | ME   |   |
| Weeks/Year                         | 50       | F    | Award hours per week @ 7.6 hours per day  |
| Hours/Week                         | 38       | F    |   |
| Hourly Rate                        | \$14.47  | X    |   |
| Normal time wages (\$)             | \$27,485 | X    |   |

|                          |          |    |  |
|--------------------------|----------|----|--|
| Award Allowances         |          |    |  |
| Slump Allowance per week | \$17.85  | ME |  |
| Total Allowances         | \$892.50 | X  |  |

|   |          |        |  |
|---|----------|--------|--|
| Casual labour for 2 weeks leave + 1 week sick | \$2,375  | TI (X) | Includes 15% plus 1/12 loading @ TI Award Rate & includes slump allowance  |
| Total casual labour (\$)                      | \$2,375  | X      |  |
| No of weeks overtime worked                   | 40       | F      | 1.5 hours/week day @ time & half   |
| Equiv normal time hours / week                | 11.25    | F      |  |
| No of week Saturdays worked                   | 40       | F      | 2 hours @ time & half plus 4.5 hours @ double time per Saturday  |
| Equiv normal time hours / Sat                 | 12.00    | F      |  |
| Overtime cost (\$)                            | \$13,453 | X      |  |
| LABOUR (on costs)                             |          |        |  |
| Superannuation (\$)                           | \$2,768  | B (X)  | 9% % of normal time wage + allowances + casual hours according to statutory requirements at time of rate calculation |
| Long service leave (\$)                       | \$476    | ME (X) | Per statutory requirements   |
| Leave loading (\$)                            | \$549.70 | ME (X) |  |
| Workers comp insurance (\$)                   | \$3,137  | B (X)  | 6.535% % of all income per statutory requirements Industry Code 263300 6.35% + dust diseases rate 0.165%             |
| Total labour on costs (\$)                    | \$6,931  | X      |  |
| TOTAL LABOUR COST (\$)                        | \$51,136 | X      |  |
| "FIXED COST" LABOUR (\$)                      | \$51,136 | X      |  |

|                                   |          |       |                    |   |  |  |                |
|-----------------------------------|----------|-------|--------------------|---|--|--|----------------|
| OWNERSHIP & OVERHEAD COSTS        |          |       | Truck              | Iveco K2350G 8x4 Lightweight Spec, auto, Airbag, Alloy Wheels |  |  |                |
| Financing contribution (\$)       | \$20,968 | F(2)  | \$159,700          | Rate  | n/a  | 7 Year lease from GE, 30% residual, buyout truck & finance @ |                |
| Stamp duty on truck purchase (\$) | \$527    | F(3)  | 5270               | 3%  | year 8 - year 10 (7.5% interest), 15% truck value @ end of year 10 |  |                |
| Reg'n, CTP insurance              | \$4,096  | B (X) |                    | Amortized over 10 years, on truck price including GST         |  |  |                |
| Insurance excl workers comp (\$)  | \$2,372  | B (X) | Truck registration | * \$,2398   | CTP ins  | * 1698   | Annual payment |
|                                   |          |       | Truck              | \$1,447   | Public Liability   | \$330  | Agitator \$213 |



|                           |          |   |   |
|---------------------------|----------|---|---|
| Administration costs (\$) | \$3,250  | C | Accounting Fees for Annual Return & Quarterly BASS \$2500, ASIC filing fees \$200, bank fees \$120, misc expenses \$400, weighbridge cert \$30<br>*Truck registration based on Iveco K2350G 8 Wheeler * All insurances based on competitive quote |
| TOTAL O & O COSTS (\$)    | \$31,213 | X |   |

| RUNNING COSTS                          |          |   | All Running Costs GST EXCLUSIVE  |                         |                |
|--|----------|---|--|-------------------------|----------------|
| Fuel - based on km travelled           |          |   |  |                         |                |
| Fuel Cost (\$/litre)                   | \$0.68   | B | BP Card Rate Metro Sydney - three month average                                | Steven Todd 02 97954800 |                |
| Total km travelled                     | 20328    | X | Fuel numbers   | 0.9567                  | Rebate 0.18510 |
| Fuel consumption (litres/100km)        | 75.0     | F | km/l   | 1.33                    |                |
| Truck fuel cost (\$)                   | \$10,438 | X |  |                         |                |
| Repairs & servicing - all time based   |          |   |  |                         |                |
| Routine services per year              | 5        | F | Iveco M1 (350 hr), M2 (1400 hr), M3 (2800 hr), Trans (1400 hr) Hour Service    |                         |                |
| Routine service cost per year (\$)     | \$3,619  | B | Schedule, 1800 hours per year  |                         |                |
| PTO Inspection workshop hours per year | 1        | F | Equals 5400 hours/5800 hours multiply cost of (12 x M1 + 2 x M2 + 2 x M3 + 4 x |                         |                |
| PTO inspection cost per year (\$)      | \$78     | X | Trans) divided by 3 years  |                         |                |
|  |          |   | Annual PTO Inspection conducted at Iveco 'M3' Service @ Workshop Hourly Rate   |                         |                |
| Minor R & M (hours/week)               | 1        | F |  |                         |                |
| Truck working weeks/year               | 50       | F |  |                         |                |
| Workshop cost (\$/hour)                | \$78     | B | Iveco dealer or approved Iveco repairer workshop rate                          |                         |                |
| Mechanic cost as % Workshop cost       | 45%      | F |  |                         |                |
| Mechanic cost (\$/hour)                | \$35.10  | B |  |                         |                |
| Minor R & M cost per year              | \$1,755  | X |  |                         |                |
| Provision for major R & M (\$)         | \$3,200  | C | All components including PTO   |                         |                |
| Minor jobsite related damage (\$)      | \$200    | C |  |                         |                |
| Total servicing, R & M cost (\$)       | \$8,852  | X |  |                         |                |
| Tyres - based on km travelled          |          |   |  |                         |                |
| No. of new tyres - radial steer        | 2.3      | F | Expected Life 35,000   |                         |                |
| Cost of new tyre (\$ each)             | \$430    | B | Kumho KRA01 11R22.5 or equivalent  |                         |                |
| Cost of new tyres (\$)                 | \$999    | X |  |                         |                |
| No. of recaps - rear drive             | 6.0      | F | Expected Life 27,000   |                         |                |

|                          |         |   |  |
|--------------------------|---------|---|--|
| Cost of recaps (\$ each) | \$141   | B |  |
| Cases                    | 3       | F |  |
| Cost of cases (\$ each)  | \$80    | B |  |
| Cost of recaps (\$)      | \$1,089 | X |  |

|   |          |   |   |
|---|----------|---|---|
| Expected no. of punctures                 | 7        | F |   |
| Cost of puncture repair (\$ each)         | \$30     | B |   |
| Cost of punctures (\$)                    | \$210    | X |   |
| Wheel Alignment no. per year              | 1        | F |   |
| Wheel Alignment cost (\$ each)            | \$250    | B |   |
| Tyre Disposal Fees per year               | 2        | F |   |
| Cost per Tyre Disposal                    | \$15     | B |   |
| Total Disposal Cost                       | \$30     | X |   |
| Total tyre cost (\$)                      | \$2,578  | X |   |
| No dedaggings per year                    | 2        | F |   |
| Total Contractor Hours per Dedag          | 4        | F | Allowance for two contractors   |
| Dedagging Contractor Hourly Rate (\$)     | \$80     | B |   |
| Dedagging Allowance (\$)                  | \$640    | X |   |
| Running Cost Allowance                    | \$600    | F | Factor for all additional requirements i.e. Blocks, bag addition, mixing, washouts, dry outs, truck to truck transfers, RTA Inspections etc |
| Profit Component (50% of 5500 MAT Profit) | \$6,006  | F |   |
| TOTAL RUNNING COSTS (\$)                  | \$29,113 | X |   |
| Total running cost (\$/m3/paid km)        | \$0.48   | X |   |
| PAID RATE (\$/m3/paid km)                 | \$0.48   | X | Rounded to nearest whole cent   |

|                          | PRODUCTIVITY (m3/truck/year) |      |          |          |          |          |          |          |          |          |          |
|--------------------------|------------------------------|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|                          | 3000                         | 3100 | 3200     | 3300     | 3400     | 3500     | 3600     | 3700     | 3800     | 3900     | 4000     |
| "Fixed Cost" Labour (\$) | \$51,136                     | \$   | \$51,136 | \$51,136 | \$51,136 | \$51,136 | \$51,136 | \$51,136 | \$51,136 | \$51,136 | \$51,136 |

|  |          |          |          |          |          |          |          |          |          |           |           |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|
| Ownership & Overhead Cost (\$)                 | 31,213   | 31,213   | 31,213   | 31,213   | 31,213   | 31,213   | 31,213   | 31,213   | 31,213   | 31,213    | 31,213    |
| Total Fixed, Ownership & Overhead Cost (\$)    | 82,349   | 82,349   | 82,349   | 82,349   | 82,349   | 82,349   | 82,349   | 82,349   | 82,349   | 82,349    | 82,349    |
| Total Fixed, Ownership & Overhead Cost (\$/m3) | \$27.45  | \$26.56  | \$25.73  | \$24.95  | \$24.22  | \$23.53  | \$22.87  | \$22.26  | \$21.67  | \$21.12   | \$20.59   |
| Running cost (\$) @ \$/m3/km rate              | \$0.48   |          |          |          |          |          |          |          |          |           |           |
| LOD OPERATING COST (\$)                        | 13,306   | 13,749   | 14,193   | 14,636   | 15,080   | 15,523   | 15,967   | 16,410   | 16,854   | 17,297    | 17,741    |
| LOD OPERATING COST (\$/m3)                     | \$95.655 | \$96.098 | \$96.542 | \$96.985 | \$97.429 | \$97.872 | \$98.316 | \$98.760 | \$99.203 | \$99.647  | \$100.090 |
| PROFIT/VOLUME INCENTIVE (\$/m3)                | \$31.88  | \$31.00  | \$30.17  | \$29.39  | \$28.66  | \$27.96  | \$27.31  | \$26.69  | \$26.11  | \$25.55   | \$25.02   |
| PAID CARTAGE @ AV LEAD (\$/m3)                 | F \$0.02 | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.06   | \$0.10   | \$0.14   | \$0.18    | \$0.22    |
| Gross income @ paid cartage (\$)               | \$31.90  | \$31.02  | \$30.19  | \$29.41  | \$28.68  | \$27.98  | \$27.37  | \$26.79  | \$26.25  | \$25.73   | \$25.24   |
| less running cost                              | \$95,700 | \$96,162 | \$96,608 | \$97,053 | \$97,512 | \$97,930 | \$98,532 | \$99,123 | \$99,750 | \$100,347 | \$100,960 |
| Load fee component (\$)                        | 13,306   | 13,749   | 14,193   | 14,636   | 15,080   | 15,523   | 15,967   | 16,410   | 16,854   | 17,297    | 17,741    |
| LOAD FEE (\$/m3)                               | \$82,394 | \$82,413 | \$82,415 | \$82,417 | \$82,432 | \$82,407 | \$82,565 | \$82,713 | \$82,896 | \$83,050  | \$83,219  |
|  | \$27.46  | \$26.58  | \$25.75  | \$24.97  | \$24.24  | \$23.54  | \$22.93  | \$22.35  | \$21.81  | \$21.29   | \$20.80   |

|  | PRODUCTIVITY (m3/truck/year) |           |           |           |           |           |           |           |           |           |           |
|--|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|  | 4100                         | 4200      | 4300      | 4400      | 4500      | 4600      | 4700      | 4800      | 4900      | 5000      | 5100      |
| "Fixed Cost" Labour (\$)                       | \$51,136                     | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  |
| Ownership & Overhead Cost (\$)                 | 31,213                       | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    |
| Total Fixed, Ownership & Overhead Cost (\$)    | 82,349                       | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    |
| Total Fixed, Ownership & Overhead Cost (\$/m3) | \$20.09                      | \$19.61   | \$19.15   | \$18.72   | \$18.30   | \$17.90   | \$17.52   | \$17.16   | \$16.81   | \$16.47   | \$16.15   |
| Running cost (\$) @ \$/m3/km rate              | \$0.48                       |           |           |           |           |           |           |           |           |           |           |
| LOD OPERATING COST (\$)                        | 18,184                       | 18,628    | 19,071    | 19,515    | 19,958    | 20,402    | 20,845    | 21,289    | 21,732    | 22,176    | 22,620    |
| LOD OPERATING COST (\$/m3)                     | \$100,534                    | \$100,977 | \$101,421 | \$101,864 | \$102,308 | \$102,751 | \$103,195 | \$103,638 | \$104,082 | \$104,525 | \$104,969 |
| PROFIT/VOLUME INCENTIVE (\$/m3)                | F \$0.26                     | \$0.30    | \$0.34    | \$0.38    | \$0.42    | \$0.46    | \$0.50    | \$0.54    | \$0.58    | \$0.62    | \$0.66    |

|  |                              |           |           |           |           |           |           |           |           |           |           |
|--|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| PAID CARTAGE @ AV LEAD (\$/m3)                 | \$24.78                      | \$24.34   | \$23.93   | \$23.53   | \$23.16   | \$22.80   | \$22.46   | \$22.13   | \$21.82   | \$21.53   | \$21.24   |
| Gross income @ paid cartage (\$)               | \$101,598                    | \$102,228 | \$102,899 | \$103,532 | \$104,220 | \$104,880 | \$105,562 | \$106,224 | \$106,918 | \$107,650 | \$108,324 |
| less running cost                              | 18,184                       | 18,628    | 19,071    | 19,515    | 19,958    | 20,402    | 20,845    | 21,289    | 21,732    | 22,176    | 22,620    |
| Load fee component (\$)                        | \$83,414                     | \$83,600  | \$83,828  | \$84,017  | \$84,262  | \$84,478  | \$84,717  | \$84,935  | \$85,186  | \$85,474  | \$85,704  |
| LOAD FEE (\$/m3)                               | \$20.34                      | \$19.90   | \$19.49   | \$19.09   | \$18.72   | \$18.36   | \$18.02   | \$17.69   | \$17.38   | \$17.09   | \$16.80   |
|  | PRODUCTIVITY (m3/truck/year) |           |           |           |           |           |           |           |           |           |           |
|  | 5200                         | 5300      | 5400      | 5500      | 5600      | 5700      | 5800      | 5900      | 6000      | 6100      | 6200      |
| "Fixed Cost" Labour (\$)                       | \$51,136                     | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  |
| Ownership & Overhead Cost (\$)                 | 31,213                       | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    |
| Total Fixed, Ownership & Overhead Cost (\$)    | 82,349                       | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    |
| Total Fixed, Ownership & Overhead Cost (\$/m3) | \$15.84                      | \$15.54   | \$15.25   | \$14.97   | \$14.71   | \$14.45   | \$14.20   | \$13.96   | \$13.72   | \$13.50   | \$13.28   |
| Running cost (\$) @ \$/m3/km rate \$0.48       | 23,063                       | 23,507    | 23,950    | 24,394    | 24,837    | 25,281    | 25,724    | 26,168    | 26,611    | 27,055    | 27,498    |
| LOD OPERATING COST (\$)                        | \$105,412                    | \$105,856 | \$106,299 | \$106,743 | \$107,186 | \$107,630 | \$108,073 | \$108,517 | \$108,960 | \$109,404 | \$109,848 |
| LOD OPERATING COST (\$/m3)                     | \$20.27                      | \$19.97   | \$19.69   | \$19.41   | \$19.14   | \$18.88   | \$18.63   | \$18.39   | \$18.16   | \$17.94   | \$17.72   |
| PROFIT/VOLUME INCENTIVE (\$/m3) F              | \$0.70                       | \$0.74    | \$0.78    | \$0.82    | \$0.86    | \$0.90    | \$0.94    | \$0.98    | \$1.02    | \$1.01    | \$0.99    |
| PAID CARTAGE @ AV LEAD (\$/m3)                 | \$20.97                      | \$20.71   | \$20.47   | \$20.23   | \$20.00   | \$19.78   | \$19.57   | \$19.37   | \$19.18   | \$18.95   | \$18.71   |
| Gross income @ paid cartage (\$)               | \$109,044                    | \$109,763 | \$110,538 | \$111,265 | \$112,000 | \$112,746 | \$113,506 | \$114,283 | \$115,080 | \$115,595 | \$116,002 |
| less running cost                              | 23,063                       | 23,507    | 23,950    | 24,394    | 24,837    | 25,287    | 25,724    | 26,168    | 26,611    | 27,055    | 27,498    |
| Load fee component (\$)                        | \$85,981                     | \$86,256  | \$86,588  | \$86,871  | \$87,163  | \$87,465  | \$87,782  | \$88,115  | \$88,469  | \$88,540  | \$88,504  |
| LOAD FEE (\$/m3)                               | \$16.53                      | \$16.27   | \$16.03   | \$15.79   | \$15.56   | \$15.34   | \$15.13   | \$14.93   | \$14.74   | \$14.51   | \$14.27   |

|                                |                              |          |          |          |          |          |          |          |          |          |          |
|--------------------------------|------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|                                | PRODUCTIVITY (m3/truck/year) |          |          |          |          |          |          |          |          |          |          |
|                                | 6300                         | 6400     | 6500     | 6600     | 6700     | 6800     | 6900     | 7000     | 7100     | 7200     | 7300     |
| "Fixed Cost" Labour (\$)       | \$51,136                     | \$51,136 | \$51,136 | \$51,136 | \$51,136 | \$51,136 | \$51,136 | \$51,136 | \$51,136 | \$51,136 | \$51,136 |
| Ownership & Overhead Cost (\$) | 31,213                       | 31,213   | 31,213   | 31,213   | 31,213   | 31,213   | 31,213   | 31,213   | 31,213   | 31,213   | 31,213   |
| Total Fixed, Ownership         |                              |          |          |          |          |          |          |          |          |          |          |

|  |         |         |         |         |         |         |         |         |         |         |         |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| & Overhead Cost (\$)                           | 82,349  | 82,349  | 82,349  | 82,349  | 82,349  | 82,349  | 82,349  | 82,349  | 82,349  | 82,349  | 82,349  |
| Total Fixed, Ownership & Overhead Cost (\$/m3) | \$13.07 | \$12.87 | \$12.67 | \$12.48 | \$12.29 | \$12.11 | \$11.93 | \$11.76 | \$11.60 | \$11.44 | \$11.28 |
| Running cost (\$) @ \$/m3/km rate \$0.50       | 27,942  | 28,385  | 28,829  | 29,272  | 29,716  | 30,159  | 30,603  | 31,046  | 31,490  | 31,933  | 32,377  |

|  |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| LOD OPERATING COST (\$)                            | \$110,291           | \$110,735           | \$111,178           | \$111,622           | \$112,065           | \$112,509           | \$112,952           | \$113,396           | \$113,839           | \$114,283           | \$114,726           |
| LOD OPERATING COST (\$/m3)                         | \$17.51             | \$17.30             | \$17.10             | \$16.91             | \$16.73             | \$16.55             | \$16.37             | \$16.20             | \$16.03             | \$15.87             | \$15.72             |
| PROFIT/VOLUME INCENTIVE (\$/m3) F                  | \$0.98              | \$0.96              | \$0.95              | \$0.93              | \$0.97              | \$1.01              | \$1.07              | \$1.13              | \$1.21              | \$1.29              | \$1.37              |
| PAID CARTAGE @ AV LEAD (\$/m3)                     | \$18.49             | \$18.26             | \$18.05             | \$17.84             | \$17.70             | \$17.56             | \$17.44             | \$17.33             | \$17.24             | \$17.16             | \$17.09             |
| Gross income @ paid cartage (\$) less running cost | \$116,487<br>27,942 | \$116,864<br>28,385 | \$117,325<br>28,829 | \$117,744<br>29,272 | \$118,590<br>29,716 | \$119,408<br>30,159 | \$120,336<br>30,603 | \$121,310<br>31,046 | \$122,404<br>31,490 | \$123,552<br>31,933 | \$124,757<br>32,377 |
| Load fee component (\$)                            | \$88,545            | \$88,479            | \$88,496            | \$88,472            | \$88,874            | \$99,249            | \$89,733            | \$90,264            | \$90,914            | \$91,619            | \$92,380            |
| LOAD FEE (\$/m3)                                   | \$14.05             | \$13.82             | \$13.61             | \$13.26             | \$13.26             | \$13.12             | \$13.00             | \$12.89             | \$12.80             | \$12.72             | \$12.65             |

|  | PRODUCTIVITY (m3/truck/year) |           |           |           |           |           |           |           |           |           |           |
|--|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|  | 7400                         | 7500      | 7600      | 7700      | 7800      | 7900      | 8000      | 8100      | 8200      | 8300      | 8400      |
| "Fixed Cost" Labour (\$)                       | \$51,136                     | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  | \$51,136  |
| Ownership & Overhead Cost(\$)                  | 31,213                       | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    | 31,213    |
| Total Fixed, Ownership & Overhead Cost(\$)     | 82,349                       | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    | 82,349    |
| Total Fixed, Ownership & Overhead Cost (\$/m3) | \$11.13                      | \$10.98   | \$10.84   | \$10.69   | \$10.56   | \$10.42   | \$10.29   | \$10.17   | \$10.04   | \$9.92    | \$9.80    |
| Running cost (\$) @ \$/m3/km rate \$0.48       | 32,820                       | 33,264    | 33,708    | 34,151    | 34,595    | 35,038    | 35,482    | 35,925    | 36,369    | 36,812    | 37,256    |
| LOD OPERATING COST (\$)                        | \$115,170                    | \$115,613 | \$116,057 | \$116,500 | \$116,944 | \$117,387 | \$117,831 | \$118,274 | \$118,718 | \$119,161 | \$119,605 |
| LOD OPERATING COST (\$/m3)                     | \$15.56                      | \$15.42   | \$15.27   | \$15.13   | \$14.99   | \$14.86   | \$14.73   | \$14.60   | \$14.48   | \$14.36   | \$14.24   |
| PROFIT/VOLUME INCENTIVE                        |                              |           |           |           |           |           |           |           |           |           |           |

|                                |         |         |         |         |         |         |         |         |         |         |         |
|--------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| (\$/m3) F                      | \$1.45  | \$1.53  | \$1.61  | \$1.69  | \$1.77  | \$1.85  | \$1.93  | \$2.01  | \$2.09  | \$2.17  | \$2.25  |
| PAID CARTAGE @ AV LEAD (\$/m3) | \$17.01 | \$16.95 | \$16.88 | \$16.82 | \$16.76 | \$16.71 | \$16.66 | \$16.61 | \$16.57 | \$16.53 | \$16.49 |

|  |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Gross income @ paid cartage(\$)<br>less running cost | \$125,874<br>32,820 | \$127,125<br>33,264 | \$128,288<br>33,708 | \$129,514<br>34,151 | \$130,728<br>34,595 | \$132,009<br>35,038 | \$133,280<br>35,482 | \$134,541<br>35,925 | \$135,874<br>36,369 | \$137,199<br>36,812 | \$138,516<br>37,256 |
| Load fee component (\$)                              | \$93,054            | \$93,861            | \$94,580            | \$95,363            | \$96,133            | \$96,971            | \$97,798            | \$98,616            | \$99,505            | \$100,387           | \$101,260           |
| LOAD FEE (\$/m3)                                     | \$12.57             | \$12.51             | \$12.44             | \$12.38             | \$12.32             | \$12.27             | \$12.22             | \$12.17             | \$12.13             | \$12.09             | \$12.05             |

|  | PRODUCTIVITY (m3/truck/year) |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
|--|------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|  | 8500                         | 8600                | 8700                | 8800                | 8900                | 9000                | 9100                | 9200                | 9300                | 9400                | 9500                |
| "Fixed Cost" Labour (\$)                             | \$51,136                     | \$51,136            | \$51,136            | \$51,136            | \$51,136            | \$51,136            | \$51,136            | \$51,136            | \$51,136            | \$51,136            | \$51,136            |
| Ownership & Overhead Cost(\$)                        | 31,213                       | 31,213              | 31,213              | 31,213              | 31,213              | 31,213              | 31,213              | 31,213              | 31,213              | 31,213              | 31,213              |
| Total Fixed, Ownership & Overhead Cost (\$)          | 82,349                       | 82,349              | 82,349              | 82,349              | 82,349              | 82,349              | 82,349              | 82,349              | 82,349              | 82,349              | 82,349              |
| Total Fixed, Ownership & Overhead Cost (\$/m3)       | \$9.69                       | \$9.58              | \$9.47              | \$9.36              | \$9.25              | \$9.15              | \$9.05              | \$8.95              | \$8.85              | \$8.76              | \$8.67              |
| Running cost (\$) @ \$/m3/km rate \$0.48             | 37,699                       | 38,143              | 38,586              | 39,030              | 39,473              | 39,917              | 40,360              | 40,804              | 41,247              | 41,691              | 42,134              |
| LOD OPERATING COST (\$)                              | \$120,048                    | \$120,492           | \$120,936           | \$121,379           | \$121,823           | \$122,266           | \$122,710           | \$123,153           | \$123,597           | \$124,040           | \$124,484           |
| LOD OPERATING COST (\$/m3)                           | \$14.12                      | \$14.01             | \$13.90             | \$13.79             | \$13.69             | \$13.59             | \$13.48             | \$13.39             | \$13.29             | \$13.20             | \$13.10             |
| PROFIT/VOLUME INCENTIVE (\$/m3) F                    | \$2.33                       | \$2.41              | \$2.49              | \$2.57              | \$2.65              | \$2.73              | \$2.81              | \$2.89              | \$2.97              | \$3.05              | \$3.13              |
| PAID CARTAGE @ AV LEAD (\$/m3)                       | \$16.45                      | \$16.42             | \$16.39             | \$16.36             | \$16.34             | \$16.32             | \$16.29             | \$16.28             | \$16.26             | \$16.25             | \$16.23             |
| Gross income @ paid cartage(\$)<br>less running cost | \$139,825<br>37,699          | \$141,212<br>38,143 | \$142,593<br>38,586 | \$143,968<br>39,030 | \$145,426<br>39,473 | \$146,880<br>39,917 | \$148,239<br>40,360 | \$149,776<br>40,804 | \$151,218<br>41,247 | \$152,750<br>41,691 | \$154,185<br>42,134 |
| Load fee component (\$)                              | \$102,126                    | \$103,069           | \$104,007           | \$104,938           | \$109,953           | \$106,963           | \$107,879           | \$108,972           | \$109,971           | \$111,059           | \$112,051           |
| LOAD FEE (\$/m3)                                     | \$12.01                      | \$11.98             | \$11.95             | \$11.92             | \$11.90             | \$11.88             | \$11.85             | \$11.84             | \$11.82             | \$11.81             | \$11.79             |

|  | PRODUCTIVITY (m3/truck/year) |           |           |           |           |
|--|------------------------------|-----------|-----------|-----------|-----------|
|  | 9600                         | 9700      | 9800      | 9900      | 10000     |
| "Fixed Cost" Labour (\$)                       | \$51,136                     | \$51,136  | \$51,136  | \$51,136  | \$51,136  |
| Ownership & Overhead Cost(\$)                  | 31,213                       | 31,213    | 31,213    | 31,213    | 31,213    |
| Total Fixed, Ownership & Overhead Cost (\$)    | 82,349                       | 82,349    | 82,349    | 82,349    | 82,349    |
| Total Fixed, Ownership & Overhead Cost (\$/m3) | \$8.58                       | \$8.49    | \$8.40    | \$8.32    | \$8.23    |
| Running cost (\$) @ \$/m3/km rate \$0.48       | 42,578                       | 43,021    | 43,465    | 43,908    | 44,352    |
| LOD OPERATING COST (\$)                        | \$124,927                    | \$125,371 | \$125,814 | \$126,258 | \$126,701 |
| LOD OPERATING COST (\$/m3)                     | \$13.01                      | \$12.92   | \$12.84   | \$12.75   | \$12.67   |
| PROFIT/VOLUME INCENTIVE (\$/m3) F              | \$3.21                       | \$3.29    | \$3.37    | \$3.45    | \$3.53    |
| PAID CARTAGE @ AV LEAD (\$/m3)                 | \$16.22                      | \$16.21   | \$16.21   | \$16.20   | \$16.20   |
| Gross income @ paid cartage (\$)               | \$155,712                    | \$157,237 | \$158,858 | \$160,380 | \$162,000 |
| less running cost                              | 42,578                       | 43,021    | 43,465    | 43,908    | 44,352    |
| Load fee component (\$)                        | \$113,134                    | \$114,216 | \$115,393 | \$116,472 | \$117,648 |
| LOAD FEE (\$/m3)                               | \$11.78                      | \$11.77   | \$11.77   | \$11.76   | \$11.76   |

## VARIATION IN UTILIZATION RATES

Items of data marked "ME" to be varied by any change in the Transport Industry Mixed Enterprises (State) Award grade 4 driver.

Items of data marked "TI" to be varied by any change in the Transport Industry (State) Award grade 4 driver.

Items of data marked "B" to be varied by actual change in cost or value based on competitive quotes.

Items of data marked "C" to be varied by the % change in the Sydney Consumer Price Index (All Groups Index

Number) for the quarter immediately preceding the rate review.  
 Items of data marked "D" to be the actual average load size (m3) and average lead (km) and actual volume (m3/truck/year ) determined on a moving annual total basis.  
 Items of data marked "F" are fixed for the term of the Contract of Carriage unless both parties agree that circumstances are sufficiently changed to warrant alteration.  
 Items of data marked "X" are calculations

Items of data marked "F(1)" are the Sydney Consumer Price Index (All Groups Index Number) for the December 2004 quarter and are fixed for the term of the Contract of Carriage.  
 Items of data marked "F(2)" are to be reviewed on 1st November 2004 and the year 8 to 10 interest rates are to be reviewed 1st November 2011 to become effective at the following utilisation review 15th January 2012 based on the attached financial model "FM".  
 The basis for the interest rate at the 1st November 2004 review in "FM" for years 8 to 10 shall be the the RBA (Reserve Bank of Australia)  
 Financial Markets Indicator Lending Rates (Table F5) Small Business 3 Year Fixed rate for October 2004.  
 Items of data marked "F(3)" are to be reviewed on 1st November 2004 based on new truck price on that date and are fixed for the term of the Contract of Carriage unless both parties agree that circumstances are sufficiently changed to warrant alteration.

Note:

All items of data marked "B" and "D" and "ME" and "TI" are to be reviewed on 1st November 2004.  
 The results of the 1st November 2004 rate review will set the cartage rates effective from 16th January 2005 through to the 15th April 2005.  
 All reviews will be based on the best competitive deals available to carriers at the review date.  
 The Financial Model "FM" is to be as below unless a better, agreed 10 year deal can be made available to Carriers prior to 1st November 2004.  
 If an agreed 10 year deal is available the Financial Model "FM" and Schedule 2 will be adjusted to reflect this.

Financial Model "FM"

8 Wheeler - GE Lease option - 7 Years, 30% residual

|              |        |         |
|--------------|--------|---------|
| Truck cost   | 159700 |         |
| Monthly cost | 2083   | From GE |
| Redidual     | 30%    | 7 years |

10 Year Agreed Finance Model

|  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6        | Year 7 | Year 8 | Year 9 | Year 10 |
|--|--------|--------|--------|--------|--------|---------------|--------|--------|--------|---------|
|  | 24993  | 24993  | 24993  | 24993  | 24993  | 24993         | 24993  | 24993  |        |         |
|  |        |        |        |        |        | Buy out (30%) | 47910  |        |        |         |





## **SCHEDULE 3**

### **Details Of Insurance Requirements**

#### **1. General**

The insurance coverage required by clause 10 is as follows:

- (a) Motor vehicle comprehensive or third party property.
- (b) Motor vehicle compulsory third party (CTP).
- (c) Workers' Compensation for all the Carrier's employees including casual employees.
- (d) Public liability cover to a minimum value. of \$10 million with extension to cover the following:
  - (i) Damage caused by the agitator.  
(Ten Million dollars (\$ 10,000,000) minimum value)
  - (ii) Damage due to incorrect product delivery.  
(Ten Million dollars (\$ 10,000, 000) minimum value)
- (a) Comprehensive cover for damage to the agitator.  
(Minimum value \$40,000) Nil Excess Policy

Note: If damage is caused to a Readymix owned mixer then Readymix will determine if the agitator can be rebuilt or has to be replaced with a new unused agitator. If Readymix determine the agitator can be rebuilt then it must be completed by an industry recognised manufacturer and/or supplier and completed in a timely manner to Readymix satisfaction.

#### **2. Motor Vehicle Comprehensive Or Third Party Property**

The motor vehicle comprehensive policy must include a Third Party Liability in respect of bodily injury and/or property damage up to a limit of \$20 million for any one event.

The policy must also cover, but not necessarily be limited to the following:

- (a) Finance payout.
- (b) Any losses which may arise whilst the insured is operating beyond the limits of any carriageway or thoroughfare.
- (c) Any losses due to theft, fire, flood and/or storm and tempest.
- (d) Cross liability.
- (e) Liability of passengers.
- (f) Principal's Indemnity in respect of non-owned vehicles.
- (g) Removal of debris/cleaning up costs.
- (h) Signwriting.
- (i) Trainee Driver Cover,

(Prospective Trainee Drivers seeking Manning Approval from Readymix)

### **3. Motor Vehicle Compulsory Third Party**

This cover is that which is commonly known as "CTP" cover, and is controlled by State Government legislation.

### **4. Workers' Compensation**

As each Carrier operating in accordance with the Contract is trading as a Proprietary Limited Company, they are required, by law, to effect Workers' Compensation Insurance for each and every worker employed by their Company.

### **5. Public Liability**

A Public Liability cover to the value of \$ 10 million is compulsory.

This policy must contain an extension to cover any damage or injury which may be attributed to the agitator owned by Readymix Holdings Pty Ltd or the Carrier and carried and used by the Carrier.

This policy must also contain an extension to cover for any damage that may be attributed, whether directly or indirectly, to the delivery by the Carrier of an incorrect product to a customer.

### **6. Comprehensive Cover for Damage to Agitator**

A Comprehensive cover for and all theft and/or damage to the agitator which is the property of Readymix Holdings Pty Ltd or the Carrier.

The cover will extend to all situations whether the agitator is attached to the Carrier's vehicle or whilst removed for repair and/or maintenance.

The cover must be for a minimum value of \$40,000 and be a NIL EXCESS policy.

## **SCHEDULE 4**

### **Fairness and Respect Statement**

Readymix is obliged by legislation to provide a safe workplace and a safe work environment.

It is a term of the Determination that the Carrier's Drivers, employees, Subcontractors and all other persons associated with the Carrier must not harass, vilify, bully or victimise Readymix employees and/or other Readymix contractors.

Readymix has the right to terminate the Determination without compensation in cases of harassment, vilification, bullying and victimisation by the Carrier or by the Carrier's Driver or its Subcontractor or the Subcontractor's employee.

Readymix requires that all its premises be free of any form of harassment, vilification, bullying or victimisation.

So that there can be no doubt Readymix sets out what is meant by the terms harassment, vilification, bullying and victimisation:

Harassment is any form of behaviour (physical, spoken or written) towards another person

which is uninvited or unwanted by the person

which offends, humiliates or intimidates that person and a reasonable person should have expected that to be the case; and

which targets the person on a ground, such as race, age, sex, disability etc.

Harassment includes unwelcome touching, pushing or other physical contact, remarks with suggestive or offensive connotations, threats, insults, offensive jokes, intrusive personal questions, hand or body gestures, or the display of offensive material.

Vilification is generally any act or words that could encourage others to hate, treat with contempt, or ridicule a person or a group of people for reasons such as age, sex, race etc.

Bullying is the deliberate use of words or actions to hurt, threaten or frighten someone. It may include threatening, taunting, persecuting, or obstructing people from doing what they want to do.

Victimisation means punishing or harassing a person because he or she has complained or intends to complain about being harassed, or vilified, or because the person has supported someone else who complained or intends to do so.

## **SCHEDULE 5**

### **Waiting Time Guidelines**

- (a) No Waiting Time will be payable for the first 30 minutes of any delivery
- (b) Allowable Waiting Time per delivery will be the greater of
  - (i) 30 minutes or
  - (ii) 7 minutes per metre or part thereof.
- (c) A 15 minute grace period will apply. Upon the grace period being exceeded Waiting Time will be payable subject to clause (b).

F. MARKS J.

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Printed by the authority of the Industrial Registrar.

## **TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 405 of 2004)

Before The Honourable Justice Marks

20 August 2004

### **VARIATION**

1. Delete Schedule 1 - Rates of Remuneration, of the Transport Industry - General Carriers Contract Determination published 19 December 1984 (235 I.G. 1611), and insert in lieu thereof the following:

### **SCHEDULE 1**

#### **RATES OF REMUNERATION**

- (i) It is expressly noted that the rates of remuneration in Schedules 1 and 4 have accounted, and include payment, for the following factors:
  1. Wages - based on the General Rate of Pay for a Transport Worker Grade Three as per Table 1 - Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
  2. Overtime in excess of 40 hours each week.
  3. Annual Leave.
  4. Long Service Leave.
  5. Public Holidays.
  6. Picnic Day.
  7. Sick Leave.
  8. Return on capital invested.
  9. Depreciation.
  10. Lease Costs.
  11. Registration and compulsory third party insurance.
  12. Comprehensive insurance.
  13. Public Liability insurance.
  14. Personal accident insurance.
  15. Administrative overheads.
  16. Fuel.

17. Oil.
18. Tyres.
19. Repairs and maintenance.
20. Industry-specific allowances.

(ii) Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Diesel and Alternative Fuel Grant Scheme ('the scheme') for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor shall pay the Rates of Remuneration specified in Table One of this Schedule to the carrier for the performance of that contract of carriage.

(iii) If a carrier is:

- ineligible to apply for the rebate pursuant to the scheme; or
- has not been requested to apply for the rebate pursuant to the scheme; or
- has become ineligible to claim a rebate pursuant to the scheme; or
- the scheme is abolished

then the principal contractor shall pay the Rates of Remuneration specified in Table Two of this Schedule to the carrier for the performance of that contract of carriage.

- (iv) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause (ii) of this Schedule.

**Table One - Vehicle Rates****(Where the Energy Grants (Credits) Scheme is applicable)**

(NB: "Rate A" applies from the first pay period to commence on or after the date of variation.  
 "Rate B" applies from the first pay period to commence on or after 31 October 2004.)

| Class of Vehicle                            | Vehicle Age                   |        |                                   |        |  |        |                                   |        |                               |        |                             |        |
|---|-------------------------------|--------|-----------------------------------|--------|--|--------|-----------------------------------|--------|-------------------------------|--------|-----------------------------|--------|
|   | Scale A<br>Up to 1 year       |        |                                   |        | Scale B<br>Over 1 year - up to 3 years |        |                                   |        | Scale C<br>Over 3 years       |        |                             |        |
|   | Hourly standing<br>rate<br>\$ |        | Running rate cents<br>per km<br>c |        | Hourly standing<br>rate<br>\$          |        | Running rate<br>cents per km<br>c |        | Hourly standing<br>rate<br>\$ |        | Running rate per<br>km<br>c |        |
|   | Rate A                        | Rate B | Rate A                            | Rate B | Rate A                                 | Rate B | Rate A                            | Rate B | Rate A                        | Rate B | Rate A                      | Rate B |
| Rigid vehicle only:<br>Less than 2 tonnes   | N/A                           | N/A    | N/A                               | N/A    | N/A                                    | N/A    | N/A                               | N/A    | N/A                           | N/A    | N/A                         | N/A    |
| Not less than 2 and<br>less than 5 tonnes   | 26.93                         | 28.30  | 32.48                             | 32.48  | 23.22                                  | 24.50  | 32.52                             | 32.52  | 18.30                         | 19.54  | 32.50                       | 32.50  |
| Not less than 5 and<br>less than 8 tonnes   | 32.14                         | 33.57  | 42.19                             | 42.19  | 26.77                                  | 28.09  | 42.21                             | 42.21  | 19.68                         | 20.95  | 42.17                       | 42.17  |
| Not less than 8 and<br>less than 10 tonnes  | 37.81                         | 39.31  | 52.25                             | 52.25  | 30.66                                  | 32.03  | 52.26                             | 52.26  | 25.59                         | 26.90  | 52.21                       | 52.21  |
| Not less than 10 and<br>less than 12 tonnes | 51.32                         | 52.91  | 72.47                             | 72.47  | 39.32                                  | 40.74  | 72.86                             | 72.86  | 31.36                         | 32.70  | 72.82                       | 72.82  |
| Not less than 12 and<br>less than 14 tonnes | 67.12                         | 68.85  | 91.59                             | 91.59  | 49.53                                  | 51.04  | 91.22                             | 91.22  | 38.09                         | 39.50  | 91.17                       | 91.17  |
| 14 tonnes and over                          | 75.08                         | 76.87  | 107.82                            | 107.82 | 54.75                                  | 56.30  | 107.93                            | 107.93 | 40.99                         | 42.43  | 107.88                      | 107.88 |
| Single-axle Drive<br>Prime Mover            | 53.76                         | 55.44  | 98.62                             | 98.62  | 41.11                                  | 42.60  | 98.71                             | 98.71  | 32.93                         | 34.35  | 98.64                       | 98.64  |
| Bogie Axle Drive<br>Prime Mover             | 77.18                         | 79.05  | 113.55                            | 113.55 | 56.25                                  | 57.87  | 113.59                            | 113.59 | 42.05                         | 43.56  | 113.53                      | 113.53 |

**Table Two - Vehicle Rates****(Where the Energy Grants (Credits) Scheme does not apply)**

(NB: "Rate A" applies from the first pay period to commence on or after the date of variation.  
 "Rate B" applies from the first pay period to commence on or after 31 October 2004.)

| Class of Vehicle                            | Vehicle Age                   |        |                                   |        |  |        |                                   |        |                               |        |                             |        |
|---|-------------------------------|--------|-----------------------------------|--------|--|--------|-----------------------------------|--------|-------------------------------|--------|-----------------------------|--------|
|   | Scale A<br>Up to 1 year       |        |                                   |        | Scale B<br>Over 1 year - up to 3 years |        |                                   |        | Scale C<br>Over 3 years       |        |                             |        |
|   | Hourly standing<br>rate<br>\$ |        | Running rate cents<br>per km<br>c |        | Hourly standing<br>rate<br>\$          |        | Running rate<br>cents per km<br>c |        | Hourly standing<br>rate<br>\$ |        | Running rate per<br>km<br>c |        |
|   | Rate A                        | Rate B | Rate A                            | Rate B | Rate A                                 | Rate B | Rate A                            | Rate B | Rate A                        | Rate B | Rate A                      | Rate B |
| Rigid vehicle only:<br>Less than 2 tonnes   | 23.69                         | 25.00  | 31.11                             | 31.11  | 20.11                                  | 21.34  | 31.24                             | 31.24  | N/A                           | N/A    | N/A                         | N/A    |
| Not less than 2 and<br>less than 5 tonnes   | 26.93                         | 28.30  | 35.84                             | 35.84  | 23.22                                  | 24.50  | 35.90                             | 35.90  | 18.30                         | 19.54  | 35.91                       | 35.91  |
| Not less than 5 and<br>less than 8 tonnes   | 32.14                         | 33.57  | 46.29                             | 46.29  | 26.77                                  | 28.09  | 46.50                             | 46.50  | 19.68                         | 20.95  | 44.03                       | 44.03  |
| Not less than 8 and<br>less than 10 tonnes  | 37.81                         | 39.31  | 56.62                             | 56.62  | 30.66                                  | 32.03  | 57.25                             | 57.25  | 25.59                         | 26.90  | 54.47                       | 54.47  |
| Not less than 10 and<br>less than 12 tonnes | 51.32                         | 52.91  | 79.66                             | 79.66  | 39.32                                  | 40.74  | 78.84                             | 78.84  | 31.36                         | 32.70  | 75.78                       | 75.78  |
| Not less than 12 and<br>less than 14 tonnes | 67.12                         | 68.85  | 100.17                            | 100.17 | 49.53                                  | 51.04  | 100.13                            | 100.13 | 38.09                         | 39.50  | 95.09                       | 95.09  |
| 14 tonnes and over                          | 75.08                         | 76.87  | 118.85                            | 118.85 | 54.75                                  | 56.30  | 117.87                            | 117.87 | 40.99                         | 42.43  | 112.44                      | 112.44 |
| Single-axle Drive<br>Prime Mover            | 53.76                         | 55.44  | 108.16                            | 108.16 | 41.11                                  | 42.60  | 108.66                            | 108.66 | 32.93                         | 34.35  | 102.98                      | 102.98 |
| Bogie Axle Drive<br>Prime Mover             | 77.18                         | 79.05  | 124.47                            | 124.47 | 56.25                                  | 57.87  | 124.41                            | 124.41 | 42.05                         | 43.56  | 118.41                      | 118.41 |



2. Delete Schedule 3 - Additional Amounts, and insert in lieu thereof the following:

### **SCHEDULE 3**

#### **Additional Amounts**

1. Trailer Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply a flat top trailer for use in a contract of carriage shall be paid the following allowances for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Single Axle - \$15.84 per day.

Dual Axle - \$20.31 per day.

Tri Axle - \$24.97 per day.

2. Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a contract of carriage shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$3.14 per day

3. Twistlock Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$2.37 per day

4. Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Rear-Lift Platforms:

Up to and including 3,000 lbs. capacity: \$3.77 per day

Up to and including 6,000 lbs. capacity: \$5.14 per day

Side-Loading Devices:

\$16.60 per day

3. Delete Schedule 4 - Container Depots and Waterfront Areas, and insert in lieu thereof the following:

## SCHEDULE 4

### Container Depots And Waterfront Areas

1. The following conditions and allowances shall apply to contracts of carriage performed in or in connection with container depots and waterfront areas, in addition to all other applicable rates and conditions provided for by this Contract Determination.

Provided that the rates contained in Clause 3, Trailer Allowance, of this Schedule shall apply in substitution for the rates contained in Clause 1, Trailer Allowance, Clause 2, Ropes and Gear Allowance, and Clause 3, Twistlock Allowance, of Schedule 3, Additional Amounts, of this Contract Determination.

2. The minimum rates of remuneration payable for any contract of carriage performed within the scope of this Schedule and defined in Clause 1, hereof, shall be as follows:

- (i) Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor shall pay the amount appearing in the column headed "Rate A" for the appropriate vehicle classification for the performance of that contract of carriage.

- (ii) If a carrier is:

ineligible to apply for the rebate pursuant to the scheme; or

has not been requested to apply for the rebate pursuant to the scheme; or

has become ineligible to claim a rebate pursuant to the scheme; or

the scheme is abolished

then the principal contractor shall pay the amount appearing in the column headed "Rate B" for the appropriate vehicle classification for the performance of that contract of carriage.

- (iii) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause 2(ii) of this Schedule.

| Class of Vehicle<br>Rigid Vehicle only:<br>(Carrying Capacity) | "Rate A"<br>\$ |            | "Rate B"<br>\$ |            |
|--|----------------|------------|----------------|------------|
|  | Movement 1     | Movement 2 | Movement 1     | Movement 2 |
| Not less than 8 and less than 10 tonnes                        | 33.58          | 35.23      | 34.28          | 35.93      |
| Not less than 10 and less than 12 tonnes                       | 41.25          | 42.99      | 42.10          | 43.84      |
| Not less than 12 and less than 14 tonnes                       | 49.55          | 51.42      | 50.76          | 52.64      |
| 14 tonnes and over   | 54.70          | 56.63      | 56.12          | 58.06      |
| Single Axle Prime Mover  | 46.48          | 48.31      | 47.89          | 49.72      |
| Bogie Axle Prime Mover   | 56.27          | 58.29      | 57.80          | 59.82      |

(NB: The rates in the columns marked "Movement 1" apply from the beginning of the first pay period to commence on or after the date of variation and the rates in the columns marked "Movement 2" apply from the beginning of the first pay period to commence on or after 31 October 2004.)

The above rates of remuneration are calculated from "Scale D" (as provided for in the table headed Schedule 1, Vehicle Rates, appearing in Schedule 1, Rates of Remuneration, of this Contract Determination) and are based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

3. Trailer Allowance:

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration) shall be paid the following allowance for each day, (or part of a day) the equipment is so used:

40 ft Skel trailer - \$40.94 per day.

40 ft General Purpose trailer - \$40.94 per day.

Dog or Pig trailer - \$30.63 per day.

Pup trailer - \$20.45 per day.

20 ft Skel trailer - \$36.84 per day.

4. Towing rates:

A contract carrier whose vehicle is, in the performance of a contract of carriage, required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro rata for part of an hour) during which such trailer is towed:

40 ft trailer - \$2.12 per hour.

Dog/Pig trailer - \$4.20 per hour.

Pup trailer - \$3.10 per hour.

5. Adjustment of the allowances and rates in clauses 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
6. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the New South Wales Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.
4. Leave is reserved to the parties to seek a variation in respect of the wages component of the adjustment formula in the Contract Determination and in particular the basis thereof.
5. This variation shall take effect from the beginning of the first pay period to commence on or after 20 August 2004.

F. MARKS J.

Printed by the authority of the Industrial Registrar.  
(143)

**SERIAL C3147**

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales branch, industrial organisation of employees.

(No. IRC 4274 of 2004)

Before Commissioner Tabbaa

2 August 2004

### **VARIATION**

1. Delete subclause (f) of clause 5, Wage Rates - Adults, of the award published 21 December 2001 (330 I.G. 629), and insert in lieu thereof the following:

(f)

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

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

**Table 1 - Wages**

All adult employees of a classification specified herein employed in any of the Industries or sections thereof to which this award applies shall, except as otherwise specified, be paid the rate specified in this table.

| Wage Group Level | Former Wage Rate<br>\$ | SWC 2004<br>\$ | Total Award Wage Rate<br>\$ |
|------------------|------------------------|----------------|-----------------------------|
| 1                | 448.40                 | 19.00          | 467.40                      |
| 2                | 465.10                 | 19.00          | 484.10                      |
| 3                | 487.60                 | 19.00          | 506.60                      |
| 4                | 508.50                 | 19.00          | 527.50                      |
| 5                | 542.20                 | 19.00          | 561.20                      |
| 6                | 542.20                 | 19.00          | 561.20                      |
| 7                | 542.20                 | 19.00          | 561.20                      |

**Table 2 - Other Rates and Allowances**

| Item No. | Clause No. | Brief Description   | Amount<br>\$   |
|----------|------------|---|----------------|
| 1        | 5(c)       | Leading Hand allowance - Not less than 3 and not more than 10 employees | 24.30 per week |
| 2        | 5(c)       | Leading hand - More than 10 but not more than 20 employees              | 36.60 per week |
| 3        | 5(c)       | Leading hand - more than 20 employees                                   | 46.70 per week |
| 4        | 5(d)       | Inspectors  | 22.77 per week |

|     |             |  |                     |
|-----|-------------|--|---------------------|
| 5   | 5(e)        | Own hand tools allowance                                   | 10.86 per week      |
| 6   | 9(a)        | Confined space allowance                                   | 0.54 per hour       |
| 7   | 9(b)(i)     | Dirty work allowance                                       | 0.42 per hour       |
| 8   | 9(b)(ii)    | Dirty work rates - minimum payment                         | 1.67 per day/ shift |
| 9   | 9(c)        | Height money allowance                                     | 0.32 per hour       |
| 10  | 9(d)(i)(1)  | Hot places allowance - temperature raised to 35°C to 55°C  | 0.42 per hour       |
| 11  | 9(d)(i)(2)  | Hot places allowance - temperature exceeds 55°C            | 0.53 per hour       |
| 12  | 9(e)(i)     | Handling glass or slag wool                                | 0.52 per hour       |
| 13  | 9(e)(ii)(1) | Fibreglass work  | 0.42 per hour       |
| 14  | 9(e)(ii)(2) | Disability rate - second half of the day, per day or shift | 1.71                |
| 14A | 9(e)(ii)(2) | Disability rate - first half of the day, per day or shift  | 3.43                |
| 15  | 9(f)        | Drivers handling garbage allowance                         | 0.42 per hour       |
| 16  | 9(g)        | Livestock transport allowance                              | 0.42 per hour       |
| 17  | 9(h)(i)     | First-aid qualifications allowance                         | 11.16 per week      |
| 18  | 15(h)       | Overtime meal allowance                                    | 9.20 per meal       |
| 19  | 24(f)(ii)   | Travelling time meal allowance                             | 9.20 per meal       |

**Table 3 - Monetary Rates - Skill Level A**

Skill Level A: Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

| School Leaver             | Highest Year of Schooling Completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
|                           | 200.00                              | 219.00        | 265.00        |
| Plus 1 year out of school | 219.00                              | 265.00        | 309.00        |
| Plus 2 years              | 265.00                              | 309.00        | 359.00        |
| Plus 3 years              | 309.00                              | 359.00        | 410.00        |
| Plus 4 years              | 359.00                              | 410.00        |               |
| Plus 5 years or more      | 410.00                              |               |               |

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - Monetary Rates - Skill Level B**

Skill Level B: Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

| School Leaver             | Highest Year of Schooling Completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
|                           | 200.00                              | 219.00        | 255.00        |
| Plus 1 year out of school | 219.00                              | 255.00        | 294.00        |
| Plus 2 years              | 255.00                              | 294.00        | 345.00        |
| Plus 3 years              | 294.00                              | 345.00        | 392.00        |
| Plus 4 years              | 345.00                              | 392.00        |               |
| Plus 5 years or more      | 392.00                              |               |               |

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 5 - Monetary Rates - Skill Level C**

Skill Level C: Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

| School Leaver             | Highest Year of Schooling Completed |         |         |
|---------------------------|-------------------------------------|---------|---------|
|                           | Year 10                             | Year 11 | Year 12 |
|                           | \$                                  | \$      | \$      |
|                           | 200.00                              | 219.00  | 247.00  |
| Plus 1 year out of school | 219.00                              | 247.00  | 278.00  |
| Plus 2 years              | 247.00                              | 278.00  | 311.00  |
| Plus 3 years              | 278.00                              | 311.00  | 347.00  |
| Plus 4 years              | 311.00                              | 347.00  |         |
| Plus 5 years or more      | 347.00                              |         |         |

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

## APPENDIX A

### SKILLS LEVELS

#### Skills Level A -

Office Clerical  
Commonwealth Public Sector Clerical  
State Public Sector Clerical  
Local Government Clerical  
Finance, Property and Business Services

#### Skills Level B -

Wholesale and Retail  
Recreation and Personal Services  
Transport and Storage  
Manufacturing

#### Skills Level C -

Community Services and Health  
Pastoral  
Environmental  
Wholesale and Retail - Vehicle Repair Services and Retail Sector.

3. This variation shall take effect from the first full pay period after 22 August 2004.

I. TABBAA, Commissioner.

(345)

**SERIAL C3164**

## **CHARITABLE INSTITUTIONS (PROFESSIONAL PARAMEDICAL STAFF) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 4176 of 2004)

Before The Honourable Justice Boland

2 August 2004

### **VARIATION**

1. Delete subclause 3.10 of clause 3, Salaries, of the published 31 August 2001, (327 I.G. 399), and insert in lieu thereof the following:
  - 3.10 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
    - (a) any equivalent over-award payments, and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### **PART B**

#### **MONETARY RATES**

**Table 1 - Salaries**

| Classification                   | Current Rate<br>\$/week | SWC 2004<br>Adjustment<br>\$/week | Wage Rate as from<br>1.10.2004<br>\$/week |
|----------------------------------|-------------------------|-----------------------------------|---|
| Scientific Officer               |                         |                                   |   |
| 1st year of service              | 608.20                  | 19.00                             | 627.20                                    |
| 2nd year of service              | 626.40                  | 19.00                             | 645.40                                    |
| 3rd year of service              | 657.30                  | 19.00                             | 676.30                                    |
| 4th year of service              | 694.10                  | 19.00                             | 713.10                                    |
| 5th year of service              | 733.40                  | 19.00                             | 752.40                                    |
| 6th year of service              | 770.30                  | 19.00                             | 789.30                                    |
| 7th year of service              | 799.70                  | 19.00                             | 818.70                                    |
| 8th year of service & thereafter | 821.80                  | 19.00                             | 840.80                                    |
| Senior Scientific Officer        |                         |                                   |   |
| 1st year of service              | 874.90                  | 19.00                             | 893.90                                    |
| 2nd year of service              | 900.30                  | 19.00                             | 919.30                                    |
| 3rd year of service              | 922.10                  | 19.00                             | 941.10                                    |
| 4th year of service              | 944.00                  | 19.00                             | 963.00                                    |
| 5th year of service              | 966.70                  | 19.00                             | 985.70                                    |
| 6th year of service              | 995.40                  | 19.00                             | 1,014.40                                  |
| 7th year of service              | 1,022.00                | 19.00                             | 1,041.00                                  |
| 8th year of service & thereafter | 1,045.10                | 19.00                             | 1,064.10                                  |

|   |          |       |          |
|---|----------|-------|----------|
| Senior Scientific Officer in Charge<br>In charge of a section of a laboratory   |          |       |          |
| 1st year  | 874.90   | 19.00 | 893.90   |
| 2nd year  | 900.30   | 19.00 | 919.30   |
| 3rd year & thereafter   | 922.10   | 19.00 | 941.10   |
| In charge of a laboratory of an<br>agency having an ADA of<br>Less than 200 ADA |          |       |          |
| 1st year  | 944.00   | 19.00 | 963.00   |
| 2nd year  | 966.70   | 19.00 | 985.70   |
| 3rd year & thereafter   | 995.40   | 19.00 | 1,014.40 |
| More than 200 ADA   |          |       |          |
| 1st year  | 995.40   | 19.00 | 1,014.40 |
| 2nd year  | 1,022.10 | 19.00 | 1,041.10 |
| 3rd year & thereafter   | 1,045.10 | 19.00 | 1,064.10 |
| Principal Scientific Officer  |          |       |          |
| 1st year of service   | 1,075.50 | 19.00 | 1,094.50 |
| 2nd year of service   | 1,099.50 | 19.00 | 1,118.50 |
| 3rd year of service   | 1,125.70 | 19.00 | 1,144.70 |
| 4th year of service   | 1,149.80 | 19.00 | 1,168.80 |
| 5th year of service   | 1,174.60 | 19.00 | 1,193.60 |
| 6th year of service   | 1,199.50 | 19.00 | 1,218.50 |
| 7th year of service   | 1,224.30 | 19.00 | 1,243.30 |
| 8th year of service   | 1,249.50 | 19.00 | 1,268.50 |
| 9th year of service   | 1,274.10 | 19.00 | 1,293.10 |
| 10th year of service & thereafter   | 1,299.80 | 19.00 | 1,318.80 |
| Trainee Scientific Officer  |          |       |          |
| 1st year of service   | 384.90   | 19.00 | 403.90   |
| 2nd year of service   | 428.00   | 19.00 | 447.00   |
| 3rd year of service   | 448.70   | 19.00 | 467.70   |
| 4th year of service   | 496.50   | 19.00 | 515.50   |
| 5th year of service   | 546.40   | 19.00 | 565.40   |
| 6th year of service   | 586.90   | 19.00 | 605.90   |
| Medical Records Administrator   |          |       |          |
| Grade 1   | 599.40   | 19.00 | 618.40   |
| Grade 2   | 609.60   | 19.00 | 628.60   |
| Grade 3   | 619.60   | 19.00 | 638.60   |
| Grade 4   | 629.20   | 19.00 | 648.20   |
| Grade 5   | 642.30   | 19.00 | 661.30   |
| Grade 6   | 653.40   | 19.00 | 672.40   |
| Grade 7   | 665.90   | 19.00 | 684.90   |
| Grade 8   | 695.80   | 19.00 | 714.80   |
| Nurse Counsellor  |          |       |          |
| 1st year of service   | 599.20   | 19.00 | 618.20   |
| 2nd year of service   | 622.20   | 19.00 | 641.20   |
| 3rd year of service   | 653.40   | 19.00 | 672.40   |
| 4th year of service   | 681.60   | 19.00 | 700.60   |
| 5th year of service   | 714.60   | 19.00 | 733.60   |
| 6th year of service   | 741.70   | 19.00 | 760.70   |
| 7th year of service   | 765.10   | 19.00 | 784.10   |
| 8th year of service   | 785.30   | 19.00 | 804.30   |
| 9th year of service   | 817.70   | 19.00 | 836.70   |
| Dental Officer<br>On appointment  |          |       |          |
| Less than 2 years service   | 697.00   | 19.00 | 716.00   |
| with 2 and less than 4 years service  | 746.10   | 19.00 | 765.10   |
| with 4 and less than 5 years service  | 791.10   | 19.00 | 810.10   |



|   |          |       |          |
|---|----------|-------|----------|
| with 5 or more years' service<br>on completion of 12 months on<br>maximum of scale- | 843.10   | 19.00 | 862.10   |
| 1st year  | 895.60   | 19.00 | 914.60   |
| 2nd year  | 945.20   | 19.00 | 964.20   |
| Senior Dentist  |          |       |          |
| 1st year  | 974.70   | 19.00 | 993.70   |
| 2nd year  | 1,003.20 | 19.00 | 1,022.20 |
| Dental Chairside Assistant  |          |       |          |
| 1st year of service   | 329.60   | 19.00 | 348.60   |
| 2nd year of service   | 359.60   | 19.00 | 378.60   |
| 3rd year of service   | 387.80   | 19.00 | 406.80   |
| 4th year of service   | 420.80   | 19.00 | 439.80   |
| 5th year of service   | 446.90   | 19.00 | 465.90   |
| 6th year of service   | 479.70   | 19.00 | 498.70   |
| 7th year of service   | 493.20   | 19.00 | 512.20   |
| 8th year of service   | 501.20   | 19.00 | 520.20   |
| 9th year of service   | 508.50   | 19.00 | 527.50   |
| Dieticians  |          |       |          |
| General Scale   |          |       |          |
| 1st year of service   | 626.40   | 19.00 | 645.40   |
| 2nd year of service   | 657.30   | 19.00 | 676.30   |
| 3rd year of service   | 694.10   | 19.00 | 713.10   |
| 4th year of service   | 733.40   | 19.00 | 752.40   |
| 5th year of service   | 770.30   | 19.00 | 789.30   |
| 6th year of service   | 799.70   | 19.00 | 818.70   |
| 7th year of service   | 821.80   | 19.00 | 840.80   |
| Grade 1   |          |       |          |
| 1st year  | 874.90   | 19.00 | 893.90   |
| 2nd year  | 900.30   | 19.00 | 919.30   |
| Therapists (other than Speech<br>Pathologists) Salaries                             |          |       |          |
| 1st year of service   | 608.20   | 19.00 | 627.20   |
| 2nd year of service   | 626.40   | 19.00 | 645.40   |
| 3rd year of service   | 657.30   | 19.00 | 676.30   |
| 4th year of service   | 694.10   | 19.00 | 713.10   |
| 5th year of service   | 733.40   | 19.00 | 752.40   |
| 6th year of service   | 770.30   | 19.00 | 789.30   |
| 7th year of service   | 799.70   | 19.00 | 818.70   |
| 8th year of service & thereafter  | 821.80   | 19.00 | 840.80   |
| Speech Pathologists   |          |       |          |
| 1st year of service   | 608.20   | 19.00 | 627.20   |
| 2nd year of service   | 626.40   | 19.00 | 645.40   |
| 3rd year of service   | 657.30   | 19.00 | 676.30   |
| 4th year of service   | 694.10   | 19.00 | 713.10   |
| 5th year of service   | 733.40   | 19.00 | 752.40   |
| 6th year of service   | 770.30   | 19.00 | 789.30   |
| 7th year of service   | 799.70   | 19.00 | 818.70   |
| 8th year of service & thereafter  | 821.80   | 19.00 | 840.80   |
| Audiologists  |          |       |          |
| 1st year of service   | 593.50   | 19.00 | 612.50   |
| 2nd year of service   | 616.40   | 19.00 | 635.40   |
| 3rd year of service   | 647.80   | 19.00 | 666.80   |
| 4th year of service   | 678.10   | 19.00 | 697.10   |
| 5th year of service   | 710.40   | 19.00 | 729.40   |
| 6th year of service   | 740.50   | 19.00 | 759.50   |
| 7th year of service   | 764.80   | 19.00 | 783.80   |
| 8th year of service   | 788.30   | 19.00 | 807.30   |

|                        |        |       |        |
|------------------------|--------|-------|--------|
| 9th year of service    | 817.30 | 19.00 | 836.30 |
| Psychologists          |        |       |        |
| 1st year of service    | 594.20 | 19.00 | 613.20 |
| 2nd year of service    | 616.80 | 19.00 | 635.80 |
| 3rd year of service    | 647.40 | 19.00 | 666.40 |
| 4th year of service    | 677.00 | 19.00 | 696.00 |
| 5th year of service    | 709.60 | 19.00 | 728.60 |
| 6th year of service    | 740.00 | 19.00 | 759.00 |
| 7th year of service    | 763.80 | 19.00 | 782.80 |
| 8th year of service    | 816.50 | 19.00 | 835.50 |
| Clinical Psychologists |        |       |        |
| 1st year of service    | 787.50 | 19.00 | 806.50 |
| 2nd year of service    | 829.60 | 19.00 | 848.60 |
| 3rd year of service    | 868.60 | 19.00 | 887.60 |
| 4th year of service    | 911.10 | 19.00 | 930.10 |
| 5th year of service    | 950.30 | 19.00 | 969.30 |

**Table 2 - Allowances**

| Item No. | Clause No. | Allowance   | Amount from 1.10.2004 \$                                |
|----------|------------|---|---|
| 1        | 3.1 (d)    | Qualification Allowance   | 33.30 p/wk  |
| 2        | 3.8 (c)    | Audiologist's Allowance   | 41.30 p/wk  |
| 3        | 3.7 (c)    | In Charge Allowance<br>In charge of 1 to 5 other therapists of the same discipline<br>In charge of 6 to 9 other therapists of the same discipline<br>In charge of 10 to 19 other therapists of the same discipline<br>In charge of 20 or more other therapists of the same discipline | 95.00 p/wk<br>127.50 p/wk<br>154.60 p/wk<br>182.30 p/wk |
| 4        | 3.7 (c)    | Senior Assistant's Allowance  | 18.80 p/wk  |
| 5        | 3.7 (c)    | Location Responsibility Allowance<br>Responsible for 4 to 5 other therapists of the same discipline<br>Responsible for 6 to 9 other therapists of the same discipline<br>Responsible for 10 or more therapists of the same discipline   | 38.00 p/wk<br>56.00 p/wk<br>69.80 p/wk                  |
| 6        | 3.7 (c)    | Sole Therapist's Allowance  | 27.80 p/wk  |
| 7        | 7.2        | Scientific Officers - On-Call Allowance   | 10.10 p/on- call  |
| 8        | 7.3        | Therapists - On-Call Allowance  | 6.60 p/on- call<br>33.00 p/wk                           |
| 9        | 7.4        | Medical Records Administrators-On-Call Allowance  | 6.60 p/on- call<br>33.00 p/wk                           |
| 10       | 10.2 (a)   | Breakfast Allowance   | 6.00 p/shift  |
| 11       | 10.2 (b)   | Evening Meal Allowance  | 10.00 p/shift   |
| 12       | 10.2 (c)   | Luncheon Allowance  | 8.00 p/shift  |
| 13       | 21.2       | Travelling Allowance  | 0.526 p/kilometre                                       |
| 14       | 22.3       | Uniform Allowance   | 1.66 p/wk   |
| 15       | 22.4       | Laundry Allowance   | 0.94 p/wk   |

3. This variation shall take effect from the first pay period to commence on or after 1 October 2004.

R. P. BOLAND J.

## CHARITABLE, AGED AND DISABILITY CARE SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 4444 of 2004)

Before The Honourable Justice Boland

2 August 2004

### VARIATION

1. Delete clause 5, Wages, of the award published 21 June 2002 (334 I.G. 601) and insert in lieu thereof the following:

#### 5. Wages

- (i) Employees shall be paid not less than the rates for the appropriate classification set out in Part B.
- (ii) Nothing in this award shall be deemed or construed to reduce the wages, conditions or allowances of any employee below that level accorded him/her prior to the date of operation of this award.
- (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
- (a) any equivalent over-award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustment.
2. Delete Part B and insert in lieu thereof the following:

### PART B

**Table 1 - Monetary Rates**

| Classifications   | Current Rate<br>per week<br>\$ | SWC 2004<br>Adjustment<br>per week<br>\$ | Wage Rate<br>as from 2.8.04<br>per week<br>\$ |
|---|--------------------------------|--|---|
| Care Service Employees:<br>New Entrant Grade 1 Junior   | 437.10                         | 3.5%                                     | 452.40  |
| Grade 1   | 511.70                         | 19.00                                    | 530.70  |
| Grade 2   | 525.70                         | 19.00                                    | 544.70  |
| Grade 3   | 558.70                         | 19.00                                    | 577.70  |
| Grade 4   | 588.00                         | 19.00                                    | 607.00  |
| Grade 5 from  | 626.90                         | 19.00                                    | 645.90  |
| to  | 1,034.90                       | 19.00                                    | 1,053.90                                      |
| Note 1: Employees classified and paid as Recreational Activities Officers as at 10 November 1998 shall be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise shall be paid at Grade 3 from the effective date of this award and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so. |                                |  |   |
| Note 2: Salary Band - Grade 5 - Employers and employees may negotiate a rate within the salary  |                                |  |   |

|   |        |               |        |
|---|--------|---------------|--------|
| band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties. |        |               |        |
| Maintenance Supervisors -<br>Maintenance Supervisor (Otherwise)   | 608.70 | 19.00         | 627.70 |
| Maintenance Supervisor (Otherwise) -<br>in charge of staff  | 622.70 | 19.00         | 641.70 |
| Maintenance Supervisor (Tradesperson)   | 663.30 | 19.00         | 682.30 |
| Catering Officer:<br>Trainee Catering Officer -   |        |               |        |
| 1st year  | 534.30 | 19.00         | 553.30 |
| 2nd year  | 544.70 | 19.00         | 563.70 |
| 3 <sup>rd</sup> year  | 556.50 | 19.00         | 575.50 |
| Assistant Catering Officer -  |        |               |        |
| 80-120 beds   | 562.20 | 19.00         | 581.20 |
| 120-300 beds  | 601.30 | 19.00         | 620.30 |
| 300-500 beds  | 647.80 | 19.00         | 666.80 |
| 500-1000 beds   | 666.20 | 19.00         | 685.20 |
| Catering Officer -  |        |               |        |
| 80-120 beds   | 629.50 | 19.00         | 648.50 |
| 120-200 beds  | 647.80 | 19.00         | 666.80 |
| 200-300 beds  | 666.20 | 19.00         | 685.20 |
| 300-500 beds  | 701.20 | 19.00         | 720.20 |
| 500-1000 beds   | 759.90 | 19.00         | 778.90 |
| Diversional Therapist:  |        |               |        |
| 1st year of experience  | 537.40 | 19.00         | 556.40 |
| 2nd year of experience  | 566.00 | 19.00         | 585.00 |
| 3rd year of experience  | 594.20 | 19.00         | 613.20 |
| 4th year of experience  | 622.40 | 19.00         | 641.40 |
| 5th year of experience and thereafter   | 649.50 | 19.00         | 668.50 |
| Apprentices:  |        |               |        |
| Apprentice Cook -   |        |               |        |
| 1st year  | 335.20 | 60% of CSE3   | 346.60 |
| 2nd year  | 460.90 | 82.5% of CSE3 | 476.60 |
| 3rd year  | 516.80 | 92.5% of CSE3 | 534.40 |
| Apprentice Gardener   |        |               |        |
| 1st year  | 279.40 | 50% of CSE3   | 288.90 |
| 2nd year  | 335.20 | 60% of CSE3   | 346.60 |
| 3rd year  | 447.00 | 80% of CSE3   | 462.20 |
| 4th year  | 502.80 | 90% of CSE3   | 519.90 |
| Homecare Employees:   |        |               |        |
| Homecare Employee -   |        |               |        |
| Grade 1   | 515.00 | 19.00         | 534.00 |
| Grade 2   | 542.10 | 19.00         | 561.10 |
| Grade 3   | 582.20 | 19.00         | 601.20 |
| Live-in Housekeeper -   |        |               |        |
| Grade 1   | 669.60 | 19.00         | 688.60 |
| Grade 2   | 759.10 | 19.00         | 778.10 |
| Grade 3   | 903.80 | 19.00         | 922.80 |
| Clerical & Administrative Employees:  |        |               |        |
| Juniors -   |        |               |        |
| At 16 years of age and under  | 279.00 | 3.5%          | 288.80 |
| At 17 years of age  | 316.40 | 3.5%          | 327.50 |
| At 18 years of age  | 362.90 | 3.5%          | 375.60 |
| At 19 years of age  | 408.80 | 3.5%          | 423.10 |
| At 20 years of age  | 450.60 | 3.5%          | 466.40 |

Table 2 - Other Rates and Allowances

| Item No. | Clause No. | Brief Description                                  |                  | Amount from 2.8.04 \$ |
|----------|------------|--|------------------|-----------------------|
| 1        | 7(xi)(c)   | Broken Shift                                       | per shift        | 6.75                  |
| 2        | 9(ii)(a)   | Overtime - Breakfast                               | per meal         | 10.19                 |
| 3        | 9(ii)(b)   | Overtime - Luncheon                                | per meal         | 13.17                 |
| 4        | 9(ii)(c)   | Overtime - Evening Meal                            | per meal         | 19.30                 |
| 5        | 10(iii)(b) | Overtime - recall use of own vehicle               | per km           | 0.28                  |
| 6        | 10(iii)(c) | On Call Allowance                                  | per day (24 hrs) | 10.90                 |
| 7        | 14(i)      | Climatic and Isolation Allowance                   | pro rata         | 4.38                  |
| 8        | 14(ii)     | Climatic and Isolation Allowance                   | pro rata         | 8.26                  |
| 9        | 17(i)(a)   | Cleaning/Scraping Work - confined space            | per hour         | 0.41                  |
| 10       | 17(i)(b)   | Cleaning/Scraping Work - boiler/flue               | per hour         | 0.66                  |
| 11       | 17(iii)    | Linen Handling - nauseous nature                   | per hour         | 0.19                  |
| 12       | 17(v)      | Use of Own Vehicle **                              | per km           | 0.536                 |
| 13       | 17(ix)     | Laundry and Dry Cleaning Certificate Allowance     | pro rata         | 7.27                  |
| 14       | 28(ii)     | Leading Hand Allowance - in charge 2-5 employees   | pro rata         | 17.88                 |
| 15       | 28(ii)     | Leading Hand Allowance - in charge 6-10 employees  | pro rata         | 25.55                 |
| 16       | 28(ii)     | Leading Hand Allowance - in charge 11-15 employees | pro rata         | 32.27                 |
| 17       | 28(ii)     | Leading Hand Allowance - in charge 16-19 employees | pro rata         | 39.43                 |
| 18       | 30(i)(c)   | Uniform Allowance                                  | pro rata         | 5.21                  |
| 19       | 30(i)(d)   | Special Type Shoes Allowance                       | pro rata         | 1.62                  |
| 20       | 30(i)(e)   | Cardigan or Jumper Allowance                       | pro rata         | 1.56                  |
| 21       | 30(i)(f)   | Laundry Allowance - Uniform                        | pro rata         | 4.34                  |
| 22       | 31(ii)(d)  | Sleepover Allowance                                | per shift        | 33.30                 |
| 23       | 41(vi)     | Apprentice - TAFE Examination Allowance            | per week         | 1.56                  |

3. This variation shall take effect from the first pay period to commence on or after 2 August 2004.

R. P. BOLAND J.

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Printed by the authority of the Industrial Registrar.

## TRAINING WAGE (STATE) AWARD

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3976 of 2004)

Before Mr Deputy President Grayson

27 July 2004

### VARIATION

1. Delete subclause (d), of clause 7, Wages, of the award published 26 September 2003 (341 I.G. 569) and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum wages adjustments.
2. Delete subparagraph (b), of paragraph (ii), of subclause (k), of clause 7, Wages, and insert in lieu thereof the following:
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:-

| Industry/Skill Level   | First Year of Traineeship<br>\$ | Second Year of Traineeship<br>\$ |
|------------------------|---------------------------------|----------------------------------|
| Industry/Skill Level A | 456.00                          | 473.00                           |
| Industry/Skill Level B | 437.00                          | 454.00                           |
| Industry/Skill Level C | 390.00                          | 405.00                           |

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

### PART B

#### Monetary Rates

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School leaver             | 215.00                              | 235.00        | 284.00        |
| Plus 1 year out of school | 235.00                              | 284.00        | 330.00        |
| Plus 2 years              | 284.00                              | 330.00        | 384.00        |
| Plus 3 years              | 330.00                              | 384.00        | 439.00        |
| Plus 4 years              | 384.00                              | 439.00        | 439.00        |
| Plus 5 years or more      | 439.00                              | 439.00        | 439.00        |

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School leaver             | 215.00                              | 235.00        | 274.00        |
| Plus 1 year out of school | 235.00                              | 274.00        | 315.00        |
| Plus 2 years              | 274.00                              | 315.00        | 370.00        |
| Plus 3 years              | 315.00                              | 370.00        | 421.00        |
| Plus 4 years              | 370.00                              | 421.00        | 421.00        |
| Plus 5 years or more      | 421.00                              | 421.00        | 421.00        |

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School leaver             | 215.00                              | 235.00        | 268.00        |
| Plus 1 year out of school | 235.00                              | 268.00        | 301.00        |
| Plus 2 years              | 268.00                              | 301.00        | 337.00        |
| Plus 3 years              | 301.00                              | 337.00        | 376.00        |
| Plus 4 years              | 337.00                              | 376.00        | 376.00        |
| Plus 5 years or more      | 376.00                              | 376.00        | 376.00        |

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - Weekly Rates - School-Based Traineeships**

|   | Year of schooling |               |
|---|-------------------|---------------|
|   | Year 11<br>\$     | Year 12<br>\$ |
| School based traineeships Skill Levels A, B and C | 215.00            | 235.00        |

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 5 - Hourly Rates for Trainees Who Have Left School**

|                                  | Highest year of schooling completed |               |               |
|----------------------------------|-------------------------------------|---------------|---------------|
|                                  | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| <b>Wage Level A</b>              |                                     |               |               |
| School leaver                    | 7.07                                | 7.73          | 9.34          |
| Plus 1 year after leaving school | 7.73                                | 9.34          | 10.86         |
| Plus 2 years                     | 9.34                                | 10.86         | 12.63         |
| Plus 3 years                     | 10.86                               | 12.63         | 14.44         |
| Plus 4 years                     | 12.63                               | 14.44         | 14.44         |
| Plus 5 years or more             | 14.44                               | 14.44         | 14.44         |
| <b>Wage Level B</b>              |                                     |               |               |
| School leaver                    | 7.07                                | 7.73          | 9.01          |
| Plus 1 year after leaving school | 7.73                                | 9.01          | 10.36         |
| Plus 2 years                     | 9.01                                | 10.36         | 12.17         |
| Plus 3 years                     | 10.36                               | 12.17         | 13.85         |
| Plus 4 years                     | 12.17                               | 13.85         | 13.85         |
| Plus 5 years or more             | 13.85                               | 13.85         | 13.85         |
| <b>Wage Level C</b>              |                                     |               |               |
| School leaver                    | 7.07                                | 7.73          | 8.82          |
| Plus 1 year after leaving school | 7.73                                | 8.82          | 9.90          |
| Plus 2 years                     | 8.82                                | 9.90          | 11.09         |
| Plus 3 years                     | 9.90                                | 11.09         | 12.37         |
| Plus 4 years                     | 11.09                               | 12.37         | 12.37         |
| Plus 5 years or more             | 12.37                               | 12.37         | 12.37         |

**Table 6 - Hourly Rates for School-Based Trainees**

|                        | Year of schooling |               |
|------------------------|-------------------|---------------|
|                        | Year 11<br>\$     | Year 12<br>\$ |
| Wage levels A, B and C | 7.07              | 7.73          |

4. This variation shall take effect from the first full pay period commencing on or after 1 August 2004.

J. P. GRAYSON *D.P.*



(783)

**SERIAL C3122**

## **SOCIAL AND COMMUNITY SERVICES EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Services Union of NSW, industrial organisation of employees.

(No. IRC 4818 of 2004)

Before The Honourable Justice Boland

20 August 2004

### **VARIATION**

1. Delete clause 29, State Wage Case, of the award published 2 August 2002 (335 I.G. 559) and insert in lieu thereof the following:

#### **29. State Wage Case**

- 29.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

2. Delete Table 1 - Rates of Pay, and Table 2 - Allowances in Part IX - Monetary Rates, and insert in lieu thereof the following:

### **PART IX**

#### **MONETARY RATES**

**Table 1 - Rates of Pay**

|  | Per Annum<br>\$ | Weekly<br>\$ | Hourly<br>\$ |
|--|-----------------|--------------|--------------|
| <b>Community Services Worker Grade 1</b> |                 |              |              |
| Year 1                                   | 25,515.00       | 489.36       | 12.88        |
| Year 2                                   | 26,515.00       | 508.53       | 13.38        |
| Year 3                                   | 27,515.00       | 527.71       | 13.89        |
| <b>Community Services Worker Grade 2</b> |                 |              |              |
| Year 1                                   | 29,315.00       | 562.24       | 14.80        |
| Year 2                                   | 30,615.00       | 587.17       | 15.45        |
| Year 3                                   | 31,915.00       | 612.10       | 16.11        |
| Year 4                                   | 33,315.00       | 638.95       | 16.81        |
| <b>Community Services Worker Grade 3</b> |                 |              |              |
| Year 1                                   | 34,528.00       | 662.22       | 17.43        |
| Year 2                                   | 35,867.00       | 687.90       | 18.10        |
| Year 3                                   | 37,206.00       | 713.58       | 18.78        |
| Year 4                                   | 38,545.00       | 739.26       | 19.45        |
| Years 5                                  | 39,987.00       | 766.92       | 20.18        |

| Community Services Worker Grade 4 |           |          |       |
|-----------------------------------|-----------|----------|-------|
| Year 1                            | 41,119.00 | 788.63   | 20.75 |
| Year 2                            | 42,355.00 | 812.33   | 21.38 |
| Year 3                            | 43,591.00 | 836.04   | 22.00 |
| Year 4                            | 44,827.00 | 859.74   | 22.63 |
| Community Services Worker Grade 5 |           |          |       |
| Year 1                            | 46,063.00 | 883.45   | 23.25 |
| Year 2                            | 48,123.00 | 922.96   | 24.29 |
| Community Services Worker Grade 6 |           |          |       |
| Year 1                            | 52,243.00 | 1,001.98 | 26.37 |
| Year 2                            | 55,333.00 | 1,061.24 | 27.93 |

**Table 2 - Allowances**

| Item No. | Clause No. | Brief Description        | Amount<br>\$                  |
|----------|------------|--------------------------|-------------------------------|
| 1        | 31.1       | First Aid                | 7.72 per week<br>1.54 per day |
| 2        | 32<br>33   | On Call<br>Motor Vehicle | 15.53 per day<br>0.50 per km  |

3. This variation shall take effect from the first pay period to commence on or after 6 December 2004.

R. P. BOLAND *J.*

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(057)

**SERIAL C2864****BRICK AND PAVER INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3492 of 2004)

Before The Honourable Justice Kavanagh

30 June 2004

**VARIATION**

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

## 5.2.1 State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case of 2004. This adjustment may be offset against:

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

| State Wage Case | Increase<br>\$ | Allowances<br>% |
|-----------------|----------------|-----------------|
| May 2000        | 15.00          | 3.1             |
| May 2001        | 13.00/15.00    | 3.0             |
| May 2002        | 18.00          | 3.5             |
| May 2003        | 17.00          | 3.2             |
| June 2004       | 19.00          | 3.5             |

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

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

- (a) Automated and Semi-automated Yards:

| Classification | Award Rate per Week<br>\$ | Safety Net Adjustment<br>\$ | Total per Week<br>\$ |
|----------------|---------------------------|-----------------------------|----------------------|
| Division A     | 482.60                    | 19                          | 501.60               |
| Division B     | 499.50                    | 19                          | 518.50               |
| Division C     | 512.50                    | 19                          | 531.50               |
| Division D     | 527.50                    | 19                          | 546.50               |
| Division E     | 552.40                    | 19                          | 571.40               |

- (b) Manually Operated Yards:

| Classification | Award Rate per Week<br>\$ | Safety Net Adjustment<br>\$ | Total per Week<br>\$ |
|----------------|---------------------------|-----------------------------|----------------------|
| Division A     | 482.60                    | 19                          | 501.60               |
| Division B     | 495.30                    | 19                          | 514.30               |
| Division C     | 499.50                    | 19                          | 518.50               |
| Division D     | 512.50                    | 19                          | 531.50               |
| Division E     | 552.40                    | 19                          | 571.40               |

**Table 2 - Other Rates and Allowances**

| Item No. | Clause No. | Brief Description  | Amount<br>\$  |
|----------|------------|--|---|
| 1        | 5.1.3      | Leading Hand   | 28.70 per week  |
| 2        | 6.3.3      | Meal allowance   | 7.55, then 6.25 for each subsequent meal  |
| 3        | 5.5.2(a)   | Shift allowance - rotating day-afternoon, day-night, day-afternoon-night shift   | 7.15 per shift  |
| 4        | 5.5.2(b)   | Shift allowance - rotating afternoon-night or permanent afternoon shift  | 10.65 per shift   |
| 5        | 5.5.2(c)   | Shift allowance - permanent night shift  | 21.10 per shift   |
| 6        | 5.6.1      | Piecework  | 2.00 per day  |
| 7        | 5.6.6      | Hand Setting - Intermittent Fired Kilns<br>- Standard Bricks<br>- Outsize Bricks   | 0.36 per thousand<br>0.78 per thousand  |
| 8        | 5.6.6      | Hand Setting - Standard Face Bricks<br>- Outsize Bricks  | 0.38 per thousand<br>0.62 per thousand  |
| 9        | 4.6.3      | Attending - 3 Oil Fired Kilns<br><br>- 4 Oil Fired Kilns   | 9.95 per shift or part thereof<br>22.75 per shift or part thereof   |
| 10       | 4.7.6      | Stacking Bricks - up to 9 metres from wicket<br>- more than 9 metres from wicket<br><br>- Classers - more than 37 metres from wicket | 2.50 per thousand<br>0.80 per thousand for each further 9 metres or part thereof<br>1.50 per thousand, then 0.99 for each additional 9 metres |
| 11       | 5.5.3      | Travel allowance   | 3.10 per day  |
| 12       | 5.5.4      | Manganese Dioxide - handling   | 0.49 per hour   |
| 13       | 5.5.5      | First-aid  | \$1.85 per day  |

3. This variation shall take effect from the first full pay period commencing on or after 17 July 2004.

T. M. KAVANAGH J.

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(1749)

**SERIAL C3196**

## PERISHER BLUE PTY LTD (SKI TUBE) STATE AWARD

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Rail, Tram and Bus Union, New South Wales, industrial organisation of employees.

(No. IRC 3383 of 2004)

Before Commissioner O'Neill

29 June 2004

### VARIATION

1. Delete subclause 13.1 of clause 13, Rates of Pay and Allowances, of the award published 28 May 2004 (344 I.G. 643) and insert in lieu thereof the following:

13.1 The following rates of pay shall apply to the classifications and allowances for Skitube workers employed under this award:

| Classifications                  | Rate per hour<br>\$ |
|----------------------------------|---------------------|
| Train Drivers                    |                     |
| Trainee Driver                   | 13.1310             |
| Train Driver - Level I           | 15.9285             |
| Train Driver - Level II          | 17.3000             |
| General Duties                   |                     |
| Leading Hand Track Inspector     | 15.6626             |
| Track Inspector                  | 15.1204             |
| Resort Worker                    | 12.9404             |
| Allowances                       | \$                  |
| Duty Controllers (per hour)      | 1.8126              |
| Tunnel Allowance (per hour)      | 0.6324              |
| Meal Allowance (see clause 12.3) | 5.2972              |

2. Delete subclause 13.3 of the said clause 13 and insert in lieu thereof the following:

13.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

3. These increases shall apply from the first pay period on or immediately following 29 June 2004.

B. W. O'NEILL, Commissioner.

## PRIVATE HOSPITAL EMPLOYEES (STATE) AWARD

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 4171 of 2004)

Before The Honourable Justice Boland

2 August 2004

### VARIATION

1. Delete subclause (ii) of clause 3, Wages of the award published 4 June 2004 (344 I.G. 734), and insert in lieu thereof the following:
  - (ii) The Rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be off-set against:
    - (a) Any equivalent over-award payments, and/or
    - (b) award wage increases since 29 May, 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

| Classification                             | Current rate<br>\$/week | SWC 2004<br>adjustment<br>\$/week | Wage Rate<br>as from<br>1.10.2004<br>\$/week |
|--|-------------------------|-----------------------------------|--|
| Administrative Staff                       |                         |                                   |  |
| Clerk - Age Scale<br>Under 18 years of age | 308.10                  | 3.5%                              | 318.90                                       |
| Clerk - Grade I<br>First year of service   | 492.30                  | 19.00                             | 511.30                                       |
| Second year of service                     | 505.60                  | 19.00                             | 524.60                                       |
| Third year of service                      | 517.70                  | 19.00                             | 536.70                                       |
| Fourth year of service                     | 527.70                  | 19.00                             | 546.70                                       |
| Fifth year of service and thereafter       | 537.70                  | 19.00                             | 556.70                                       |
| Clerk - Grade II<br>First year of service  | 554.30                  | 19.00                             | 573.30                                       |
| Second year of service and thereafter      | 569.30                  | 19.00                             | 588.30                                       |
| Clerk - Grade III<br>First year of service | 584.60                  | 19.00                             | 603.60                                       |
| Second year of service and thereafter      | 597.90                  | 19.00                             | 616.90                                       |

|                  |  |  |  |
|------------------|--|--|--|
| Clerk - Grade IV |  |  |  |
|------------------|--|--|--|

|   |        |       |        |
|---|--------|-------|--------|
| First year of service   | 610.70 | 19.00 | 629.70 |
| Second year of service and thereafter   | 622.50 | 19.00 | 641.50 |
| Clerk - Grade V   |        |       |        |
| First year of service   | 638.10 | 19.00 | 657.10 |
| Second year of service and thereafter   | 650.60 | 19.00 | 669.60 |
| Provided that employees on the Age Scale who are substantially engaged on stenographic duties, or as a comptometer or ledger posting machine operator, shall be paid a weekly allowance as part of salary of the amount per week set out in Item 12 of Table 2 - Other Rates and Allowances |        |       |        |
| Central Sterile Supply Department   |        |       |        |
| Aides -   |        |       |        |
| Junior Scale -  |        |       |        |
| Under 18 years of age   | 341.90 | 3.5%  | 353.90 |
| Adult -   |        |       |        |
| First year of service   | 521.10 | 19.00 | 540.10 |
| Second year of service  | 528.90 | 19.00 | 547.90 |
| Third year of service & thereafter  | 536.80 | 19.00 | 555.80 |
| Assistant Supervisor of C.S.S.D.  |        |       |        |
| 500 beds and over   | 625.90 | 19.00 | 644.90 |
| 200 but less than 500 beds  | 572.50 | 19.00 | 591.50 |
| 100 but less than 200 beds  | 555.10 | 19.00 | 574.10 |
| Supervisor of C.S.S.D   |        |       |        |
| 500 beds and over   | 724.30 | 19.00 | 743.30 |
| 200 but less than 500 beds  | 673.30 | 19.00 | 692.30 |
| 100 but less than 200 beds  | 625.90 | 19.00 | 644.90 |
| Central Sterile Supply Department Aides, other than Supervisors and Assistant Supervisors, who possess the Sterilising Certificate shall be paid an allowance of the amount per week set out in Item 13 of Table 2 - Other Rates and Allowances   |        |       |        |
| Maintenance Staff   |        |       |        |
| Boiler Attendant -  |        |       |        |
| Certificated  | 525.60 | 19.00 | 544.60 |
| With Maintenance of Plant Duties  | 530.50 | 19.00 | 549.50 |
| Where a boiler attendant attends to more than one boiler and/or performs work other than that of a boiler attendant he shall be paid an additional amount per week as set out in Item 14 of Table 2-Other Rates and Allowances.   |        |       |        |
| Maintenance Supervisor (Non-Tradesman)  |        |       |        |
| In charge of staff  | 604.50 | 19.00 | 623.50 |
| Otherwise   | 592.60 | 19.00 | 611.60 |
| Maintenance Supervisor (Tradesman) -  |        |       |        |
| In charge of staff  | 681.00 | 19.00 | 700.00 |
| Otherwise   | 639.00 | 19.00 | 658.00 |
| Engineer (Certificated)   |        |       |        |
| First year of service   | 701.30 | 19.00 | 720.30 |
| Second year of service and thereafter   | 742.70 | 19.00 | 761.70 |
| Nuclear Medicine Department   |        |       |        |

|  |          |       |          |
|--|----------|-------|----------|
| Nuclear Medicine Technologist -<br>First year of experience  | 593.30   | 19.00 | 612.30   |
| Second year of experience  | 608.20   | 19.00 | 627.20   |
| Third year of experience   | 635.30   | 19.00 | 654.30   |
| Fourth year of experience  | 662.40   | 19.00 | 681.40   |
| Fifth year of experience   | 690.70   | 19.00 | 709.70   |
| Sixth year of experience   | 719.10   | 19.00 | 738.10   |
| Seventh year of experience   | 748.50   | 19.00 | 767.50   |
| Eighth year of experience and thereafter   | 779.90   | 19.00 | 798.90   |
| Senior Nuclear Medicine Technologist   | 837.00   | 19.00 | 856.00   |
| Chief Nuclear Medicine Technologist -<br>Grade I   | 954.20   | 19.00 | 973.20   |
| Grade II   | 1,010.60 | 19.00 | 1,029.60 |
| Other Medical/Technical Staff Group  |          |       |          |
| Anaesthetic and Operating Theatre Technician -<br>Without Diploma  | 555.70   | 19.00 | 574.70   |
| Provided that an Anaesthetic and Operating Theatre<br>Technician who is the possessor of a Diploma issued<br>by the Australian Society of Anaesthetic and<br>Operating Theatre Technicians shall be paid | 578.80   | 19.00 | 597.80   |
| Senior Anaesthetic and Operating Theatre Technician  | 591.10   | 19.00 | 610.10   |
| Electro-Cardiograph Recorder/Technician -<br>First year of experience  | 555.70   | 19.00 | 574.70   |
| Third year of experience and thereafter  | 564.10   | 19.00 | 583.10   |
| Senior Electro-Cardiograph Recorder/Technician   | 576.30   | 19.00 | 595.30   |
| Heart/Lung Assistant   | 563.90   | 19.00 | 582.90   |
| Heart/Lung Technician  | 588.20   | 19.00 | 607.20   |
| Neurophysiological Technician -<br>First year of experience  | 578.80   | 19.00 | 597.80   |
| Second year of experience & thereafter   | 591.10   | 19.00 | 610.10   |
| Senior Neurophysiological Technician -<br>Grade I  | 603.70   | 19.00 | 622.70   |
| Grade II   | 642.70   | 19.00 | 661.70   |
| Grade III  | 693.60   | 19.00 | 712.60   |
| Surgical Bootmaker -<br>First year of experience   | 583.20   | 19.00 | 602.20   |
| Second year of experience & thereafter   | 590.70   | 19.00 | 609.70   |
| Orthotist -<br>First year of service   | 583.30   | 19.00 | 602.30   |
| Second year of service   | 593.60   | 19.00 | 612.60   |
| Third year of service  | 602.70   | 19.00 | 621.70   |
| Fourth year of service and thereafter  | 610.90   | 19.00 | 629.90   |
| Chief Orthotist -<br>Sole, or in charge of one other   | 639.90   | 19.00 | 658.90   |



|   |        |       |        |
|---|--------|-------|--------|
| Chief Orthotist -<br>In charge of two or more orthotists  |        |       |        |
| First year of service   | 639.90 | 19.00 | 658.90 |
| Second year of service & thereafter   | 657.90 | 19.00 | 676.90 |
| Wardsperson -   |        |       |        |
| First year of service   | 520.60 | 19.00 | 539.60 |
| Second year of service and thereafter   | 523.70 | 19.00 | 542.70 |
| Surgical Dresser  |        |       |        |
| First year of service   | 525.50 | 19.00 | 544.50 |
| Second year of service  | 529.10 | 19.00 | 548.10 |
| Third year of service and thereafter  | 534.10 | 19.00 | 553.10 |
| Recreation Activities Officer -   |        |       |        |
| First year of experience  | 536.80 | 19.00 | 555.80 |
| Second year of experience   | 548.30 | 19.00 | 567.30 |
| Third year of experience & thereafter   | 556.00 | 19.00 | 575.00 |
| Diversional Therapist with Associate Diploma -  |        |       |        |
| First year of experience  | 532.00 | 19.00 | 551.00 |
| Second year of experience   | 558.30 | 19.00 | 577.30 |
| Third year of experience  | 582.20 | 19.00 | 601.20 |
| Fourth year of experience   | 604.20 | 19.00 | 623.20 |
| Fifth year of experience and thereafter   | 627.20 | 19.00 | 646.20 |
| Years of experience as a Diversional Therapist with Associate Diploma employed under the Private Hospital Employees' (State) Award or any award replacing that award will be recognised for appointment and incremental progression |        |       |        |
| Technical Assistant -   |        |       |        |
| First year of service   | 536.80 | 19.00 | 555.80 |
| Second year of service  | 548.30 | 19.00 | 567.30 |
| Third year of service and thereafter  | 556.00 | 19.00 | 575.00 |
| Pharmacy Department   |        |       |        |
| Pharmacy Assistant (Graduate/Unregistered)  | 559.10 | 19.00 | 578.10 |
| Pharmacists (Registered) -  |        |       |        |
| First year of experience  | 608.20 | 19.00 | 627.20 |
| Second year of experience   | 626.40 | 19.00 | 645.40 |
| Third year of experience  | 657.30 | 19.00 | 676.30 |
| Fourth year of experience   | 694.00 | 19.00 | 713.00 |
| Fifth year of experience  | 733.40 | 19.00 | 752.40 |
| Sixth year of experience  | 770.30 | 19.00 | 789.30 |
| Seventh year of experience  | 799.70 | 19.00 | 818.70 |
| Eighth year of experience and thereafter  | 821.80 | 19.00 | 840.80 |
| Chief Pharmacist (Practising Pharmacist) -<br>Sole pharmacist in charge or in charge of 3 or less registered or unregistered assistants   |        |       |        |
| First year of service   | 874.90 | 19.00 | 893.90 |
| Second year of service  | 900.30 | 19.00 | 919.30 |
| Third year of service   | 922.10 | 19.00 | 941.10 |
| In charge of 4 or more registered or unregistered assistants  |        |       |        |
| First year of service   | 944.00 | 19.00 | 963.00 |
| Second year of service  | 966.70 | 19.00 | 985.70 |

|   |          |       |          |
|---|----------|-------|----------|
| Third year of service   | 995.40   | 19.00 | 1,014.40 |
| Pharmacists who are in possession of a Fellowship of the Society of Hospital Pharmacists shall be paid in addition to the rates prescribed an allowance per week of the amount set out in Item 15 of Table 2 - Other Rates and Allowances.  |          |       |          |
| Radiographic Staff  |          |       |          |
| Radiographer -  |          |       |          |
| First year of experience  | 593.30   | 19.00 | 612.30   |
| Second year of experience   | 608.20   | 19.00 | 627.20   |
| Third year of experience  | 635.30   | 19.00 | 654.30   |
| Fourth year of experience   | 662.40   | 19.00 | 681.40   |
| Fifth year of experience  | 690.70   | 19.00 | 709.70   |
| Sixth year of experience  | 719.10   | 19.00 | 738.10   |
| Seventh year of experience  | 748.50   | 19.00 | 767.50   |
| Eighth year of experience and thereafter  | 779.90   | 19.00 | 798.90   |
| Senior Radiographer in a Section  |          |       |          |
|   | 837.00   | 19.00 | 856.00   |
| Assistant Chief Radiographer  |          |       |          |
|   | 856.40   | 19.00 | 875.40   |
| Chief Radiographer or Sole Radiographer at Hospitals with an Adjusted Daily Average of  |          |       |          |
| Under 100 beds  | 856.40   | 19.00 | 875.40   |
| 100 beds but less than 200  | 903.10   | 19.00 | 922.10   |
| 200 beds but less than 300  | 954.20   | 19.00 | 973.20   |
| 300 beds but less than 500  | 1,010.60 | 19.00 | 1,029.60 |
| 500 beds but less than 750  | 1,064.30 | 19.00 | 1,083.30 |
| Chief Radiographer, Diagnostic Radiographer at a hospital having an adjusted daily average of occupied beds of 750 or more  |          |       |          |
|   | 1,091.40 | 19.00 | 1,110.40 |
| Radiographers who are in possession of a Fellowship of the Australian Institute of Radiography shall be paid an allowance of the amount per week set out in Item 16 of Table 2 - Other Rates and Allowances.  |          |       |          |
| A radiographer employed in a hospital who is required to provide a weekly service to another hospital or hospitals shall be paid in accordance with the following:  |          |       |          |
| (a) Where a radiographer is classified and paid as a Chief Radiographer in his own hospital, he shall be adjusted to the rate prescribed for a Chief Radiographer based on the combined A.D.A. of the hospitals within the group service, provided that if on this basis the employee would not be entitled to an adjustment to a higher salary rate, the employee shall be paid an allowance of the amount per week set out in Item 17 of Table 2-Other Rates and Allowances |          |       |          |
| (b) Where the employee is not classified and paid as a Chief Radiographer, the employee shall be paid the weekly rate prescribed for a Senior Radiographer.   |          |       |          |
| Support Services Staff  |          |       |          |
| General Services Officer, Grade I<br>(includes Maid, Laundry Hand, Seamstress)  |          |       |          |
| Junior (under 18 years of age)  | 412.90   | 3.5%  | 427.40   |
| Adult (18 years of age and over)  | 498.00   | 19.00 | 517.00   |

|   |        |       |        |
|---|--------|-------|--------|
| General Services Officer, Grade II -<br>(includes Kitchenhand, Ward Assistant, Wash House<br>Employee, Industrial Washing Machine Operator,<br>Porter/cleaner, Cleaner, General Useful) | 509.10 | 19.00 | 528.10 |
| General Services Officer, Grade III -<br>(includes Handyperson, Storeperson, Assistant Cook)  | 517.50 | 19.00 | 536.50 |
| General Services Officer, Grade IV -<br>First year of service   | 528.90 | 19.00 | 547.90 |
| Second year of service  | 536.80 | 19.00 | 555.80 |
| Third year of service and thereafter  | 548.30 | 19.00 | 567.30 |
| Cook -<br>Grade A   | 542.20 | 19.00 | 561.20 |
| Grade B   | 530.40 | 19.00 | 549.40 |
| Chef -<br>First year of service   | 560.10 | 19.00 | 579.10 |
| Second year of service and thereafter   | 569.70 | 19.00 | 588.70 |
| Catering Officer -<br>First year of service   | 602.10 | 19.00 | 621.10 |
| Second year of service and thereafter   | 610.30 | 19.00 | 629.30 |
| Housekeeper<br>First year of service  | 528.10 | 19.00 | 547.10 |
| Second year of service and thereafter   | 531.10 | 19.00 | 550.10 |
| Laundry Foreman and Forewoman   | 537.70 | 19.00 | 556.70 |
| If in possession of Laundry and Dry Cleaning<br>Certificate   | 544.60 | 19.00 | 563.60 |
| Gardener (Otherwise)  | 519.90 | 19.00 | 538.90 |
| Gardener (Qualified)  | 531.60 | 19.00 | 550.60 |
| Head Gardener (Otherwise)   | 545.70 | 19.00 | 564.70 |
| Head Gardener (Qualified)   | 572.60 | 19.00 | 591.60 |
| Motor Vehicle Driver  | 528.20 | 19.00 | 547.20 |
| Motor Vehicle Driver (Trucks and Ambulance)   | 534.50 | 19.00 | 553.50 |
| Storekeeper   | 554.80 | 19.00 | 573.80 |
| Technical Staff   |        |       |        |
| Technical Officer -<br>Grade I -<br>First year of experience  | 567.90 | 19.00 | 586.90 |
| Second year of experience   | 578.70 | 19.00 | 597.70 |
| Third year of experience  | 586.70 | 19.00 | 605.70 |

|   |        |                |          |
|---|--------|----------------|----------|
| Fourth year of experience   | 597.80 | 19.00          | 616.80   |
| Fifth year of experience  | 608.20 | 19.00          | 627.20   |
| Sixth year of experience  | 626.40 | 19.00          | 645.40   |
| Seventh year of experience  | 642.90 | 19.00          | 661.90   |
| Eighth year of experience & thereafter  | 657.30 | 19.00          | 676.30   |
| Grade II -  |        |                |          |
| First year of service   | 694.10 | 19.00          | 713.10   |
| Second year of service  | 713.80 | 19.00          | 732.80   |
| Third year of service   | 733.40 | 19.00          | 752.40   |
| Fourth year of service  | 770.30 | 19.00          | 789.30   |
| Senior Technical Officer  |        |                |          |
| First year of service   | 799.70 | 19.00          | 818.70   |
| Second year of service  | 810.70 | 19.00          | 829.70   |
| Third year of service and thereafter  | 821.80 | 19.00          | 840.80   |
| Medical Technologist -  |        |                |          |
| First year of experience  | 608.20 | 19.00          | 627.20   |
| Second year of experience   | 626.40 | 19.00          | 645.40   |
| Third year of experience  | 657.30 | 19.00          | 676.30   |
| Fourth year of experience   | 694.10 | 19.00          | 713.10   |
| Fifth year of experience  | 733.40 | 19.00          | 752.40   |
| Sixth year of experience  | 770.30 | 19.00          | 789.30   |
| Seventh year of experience  | 799.70 | 19.00          | 818.70   |
| Eighth year of experience & thereafter  | 821.80 | 19.00          | 840.80   |
| Senior Medical Technologist in a Section -  |        |                |          |
| First year of experience  | 874.90 | 19.00          | 893.90   |
| Second year of experience   | 900.30 | 19.00          | 919.30   |
| Third year of experience and thereafter   | 922.10 | 19.00          | 941.10   |
| Chief Medical Technologist -<br>If sole technologist in a hospital or in charge of other<br>technologists or trainees at hospitals having an adjusted<br>daily average of occupied beds of less than 200  |        |                |          |
| First year of experience  | 944.00 | 19.00          | 963.00   |
| Second year of experience   | 966.70 | 19.00          | 985.70   |
| Third year of experience & thereafter   | 995.40 | 19.00          | 1,014.40 |
| Provided that where a Chief Medical Technologist is the holder of a Fellowship of the Australian Institute<br>of<br>Medical Technology s/he shall be paid an additional amount per week as set out in Item 18 of Table 2 -<br>Other Rates and Allowances. |        |                |          |
| Apprentices   |        |                |          |
| Apprentice Cook -   |        |                |          |
| First year  | 318.20 | 60% of Cook B  | 329.60   |
| Second year   | 437.60 | 82½% of Cook B | 453.30   |
| Third year  | 490.60 | 92½% of Cook B | 508.20   |

|                     |        |                             |        |
|---------------------|--------|-----------------------------|--------|
| Apprentice Gardener |        |                             |        |
| First year          | 265.80 | 50% of Gardener (qualified) | 275.30 |
| Second year         | 319.00 | 60% of Gardener (qualified) | 330.40 |
| Third year          | 425.30 | 80% of Gardener (qualified) | 440.50 |
| Fourth year         | 478.40 | 90% of Gardener (qualified) | 495.50 |

**Table 2 - Other Rates and Allowances**

| Item No. | Clause No. | Brief Description   | Amount from 1.10.2004  |
|----------|------------|---|--|
| 1        | 6(iii)     | Meal allowances (overtime) -<br>breakfast<br>lunch<br>dinner  | \$8.80 per meal<br>\$11.40 per meal<br>\$16.70 per meal                      |
| 2        | 7(iii)     | Transport allowance - use of own vehicle (overtime hours)<br>vehicles with engine capacity over 1600 cc<br>vehicles with engine capacity 1600 cc and under  | 24.5 cents per km<br>20.5 cents per km                                       |
| 3        | 10(viii)   | Apprentices -<br>certificate of exam pass<br>each subsequent year   | \$1.60 per week<br>\$1.60 per week   |
| 4        | 12(i)      | Driving allowances -<br>Where required to drive a vehicle<br>required to drive more than 10 hours in any week -<br>minimum payment<br>required to drive more than four hours in any day or shift -<br>minimum payment | \$4.00 per week<br>\$4.00<br>\$4.00 per shift                                |
| 5        | 12(ii)     | Post mortem assistance allowance -<br>weekly allowance<br>where assisting in more than one post mortem per week   | \$6.40 per week<br>\$6.40 p/post mortem                                      |
| 6        | 12(iii)    | Dirty work, confined spaces allowance   | \$0.34 per hour  |
| 7        | 12(iii)    | Confined spaces allowance - inside boiler, flue, etc.   | \$0.59 per hour  |
| 8        | 12(v)      | Handling linen of nauseous nature allowance (except in sealed linen bags)   | \$0.19 per hour  |
| 9        | 12(vii)    | Leading hand allowance -<br>in charge of 2 to 5 employees<br>in charge of 6 to 10 employees<br>in charge of 11 to 15 employees<br>in charge of 16 to 19 employees   | \$17.40 per week<br>\$24.40 per week<br>\$30.90 per week<br>\$37.80 per week |
| 10       | 21(iii)    | Uniform allowance   | \$1.70 per week  |
| 11       | 21(iv)     | Laundering of uniform allowance   | \$1.00 per week  |
| 12       | Table 1    | Stenographic allowance  | \$4.80 per week  |
| 13       | Table 1    | Sterilising Certificate allowance   | \$5.60 per week  |
| 14       | Table 1    | Boiler Attendant allowance  | \$12.60 per week   |
| 15       | Table 1    | Fellowship of the Society of Hospital Pharmacists allowance   | \$16.50 per week   |

|    |         |  |                  |
|----|---------|--|------------------|
| 16 | Table 1 | Fellowship of Australian Institute of Radiography allowance        | \$18.10 per week |
| 17 | Table 1 | Chief Radiographer service to another hospital allowance           | \$30.00 per week |
| 18 | Table 1 | Fellowship of Australian Institute of Medical Technology Allowance | \$29.60 per week |

3. This variation shall take effect from the first full pay period to commence on or after 1 October 2004.

R. P. BOLAND *J.*

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(608)

**SERIAL C3135**

**TRANSPORT INDUSTRY - WHOLESALE BUTCHERS (STATE)  
AWARD 2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4382 of 2004)

Before The Honourable Mr Deputy President Harrison

28 July 2004

**VARIATION**

1. Delete subclause 10.3 of clause 10, Wages, of the award published 11 May 2001 (324 I.G. 722) and insert in lieu thereof the following :

10.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

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

**PART B**

**MONETARY RATES**

**Table 1 - Wages**

Division A - General Rates:

Grade One - Motor Vehicle Driver, Yardman and Articulated Vehicle Driver -

| Classification   | Former Weekly Wage<br>\$ | State Wage Case 2004<br>\$ | New Weekly Wage<br>\$ |
|--|--------------------------|----------------------------|-----------------------|
| (A) Motor Vehicle Driver - carrying capacity up to and not exceeding 5½ tonnes | 529.50                   | 19.00                      | 548.50                |
|  | Additional amount<br>\$  |                            |                       |
| For each additional tonne or part thereof                                      | 4.20                     | 3.5%                       | 4.35                  |
| (B) Yardman:<br>(i.e. employee washing vehicles)<br>Weekly Hand                | 524.50                   | 19.00                      | 543.50                |

(Note: The margin prescribed herein for a yardman has been fixed on the basis that his/her ordinary hours of work finish after 5.00 p.m. and at or before midnight on the days Monday to Friday, inclusive).

## (C) Articulated Vehicle Driver:

Drivers of articulated vehicles shall receive either:

- (1) the rate of pay as calculated under subclause 10.1 of clause 10, Wages; or
- (2) the rate of pay as calculated under clause 1, Wages, of the Transport Industry (State) Award, whichever is the higher.

## Grade Two: Casual Hands and Youth Labour -

## (A) Casual Hands:

- (a) Casual employees shall be paid one-fifth of the above weekly rate on a daily basis plus 15 per cent.
- (b) Irrespective of hours worked, a casual employee shall be paid for a minimum of eight hours' work for each start.

## (B) Youth Labour:

Any youth employed on work under this award shall be paid the appropriate male rate prescribed in this award for the class of work he/she is performing.

**Table 2 - Allowances**

## Division B - Extra Payments

| Item No. | Clause No. | Description  | Former Amount<br>\$                   | New Amount<br>+3.5%<br>\$         |
|----------|------------|--|---------------------------------------|-----------------------------------|
| 1        | 7.1.4      | Washing vehicle allowance  | 7.70 for each week washing occurs     | 7.97 per each week washing occurs |
| 2        | 7.10.1     | Unload/assist in unloading of railway trucks.<br>In any week he/she unloads, not less than | 1.00 per day for each day<br><br>3.35 | 1.04 for each day<br><br>3.47     |
| 2A       | 7.11       | Any driver responsible for operating a chiller and/or blower                               | 0.85 per hour                         | 0.88 per hour                     |

## Division C - Other Work Related Allowances

|   |    |   |               |               |
|---|----|---|---------------|---------------|
| 3 | 12 | Collecting monies - exceeds \$30 but not over \$150 | 4.35 per week | 4.50 per week |
| 4 | 12 | Collecting monies - exceeds \$150                   | 6.75 per week | 6.99 per week |

## Division D - Reimbursement - type Allowances

|   |      |           |               |
|---|------|-----------|---------------|
| 5 | 15.5 | Meals     | 9.35 per day  |
| 6 | 30.1 | Clothing  | 0.80 per day  |
| 7 | 30.5 | Boots     | 0.45 per week |
| 8 | 31.1 | First-aid | 1.80 per day  |



3. This variation shall take effect from the beginning of the first pay period to commence on or after 16 August 2004.

R. W. HARRISON *D.P.*

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(217)

**SERIAL C3453**

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (JOHN FAIRFAX  
PUBLICATIONS) AWARD 2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, industrial organisation of employees.

(No. IRC 6079 of 2004)

Before Commissioner Cambridge

4 November 2004

**VARIATION**

1. Delete subclauses (i) and (ii) of clause 8, Wages, of the award published 7 September 2001 (327 I.G. 719), and insert in lieu thereof the following:

- (i) Adults - The minimum rates of wages per week for adult employees shall be:

As from 5 November 2004.

| Grade   | Pre SWC2004<br>(Non Loaded<br>Minimum Rate)<br>\$ | SWC<br>2004<br>\$ | Total<br>(Non Loaded<br>Rate)<br>\$ | + Annual<br>Leave<br>Loading 1.346%<br>\$ | Base<br>Hourly Rate<br>1/38th<br>\$ |
|---------|---|-------------------|-------------------------------------|---|-------------------------------------|
| Grade 1 | 487.60  | 19.00             | 506.60                              | 513.40                                    | 13.51                               |
| Grade 2 | 508.50  | 19.00             | 527.50                              | 534.60                                    | 14.07                               |
| Grade 3 | 542.20  | 19.00             | 561.20                              | 568.75                                    | 14.97                               |
| Grade 4 | 583.90  | 19.00             | 602.90                              | 611.00                                    | 16.08                               |
| Grade 5 | 645.85  | 19.00             | 664.85                              | 673.80                                    | 17.73                               |

- (ii) Juniors - The minimum rates of pay per week for junior employees shall be:

- (a) Stenographer, accounting machine operator, data processing machine operator, computer operator.

As from 5 November 2004

| Grade              | Pre SWC2004<br>(Non Loaded<br>Minimum Rate)<br>\$ | SWC<br>2004<br>% | Total<br>(Non Loaded<br>Rate)<br>\$ | + Annual<br>Leave<br>1.346%<br>\$ | Base<br>Hourly Rate<br>1/38th<br>\$ |
|--------------------|---|------------------|-------------------------------------|-----------------------------------|-------------------------------------|
| At 17 years of age | 275.55  | 3.5              | 285.20                              | 289.05                            | 7.61                                |
| At 18 years of age | 335.45  | 3.5              | 347.20                              | 351.85                            | 9.26                                |
| At 19 years of age | 401.30  | 3.5              | 415.35                              | 420.95                            | 11.08                               |
| At 20 years of age | 456.10  | 3.5              | 472.05                              | 478.40                            | 12.59                               |

(b) All other junior employees

As from 5 November 2004.

| Grade                    | Pre SWC 2004<br>(Non Loaded<br>Minimum<br>Rate)<br>\$ | SWC<br>2004<br>% | Total<br>(Non Loaded<br>Rate)<br>\$ | + Annual<br>Leave<br>Loading<br>1.346%<br>\$ | Base<br>Hourly Rate<br>1/38th<br>\$ |
|--------------------------|---|------------------|-------------------------------------|--|-------------------------------------|
| Under 17 years of<br>age | 208.95  | 3.5              | 216.25                              | 219.15                                       | 5.77                                |
| At 17 years of age       | 262.35  | 3.5              | 271.55                              | 275.20                                       | 7.24                                |
| At 18 years of age       | 320.55  | 3.5              | 331.75                              | 336.20                                       | 8.85                                |
| At 19 years of age       | 384.25  | 3.5              | 397.70                              | 403.05                                       | 10.61                               |
| At 20 years of age       | 437.90  | 3.5              | 453.25                              | 459.35                                       | 12.09                               |

2. Delete subclause (vi) of clause 8, Wages, and insert in lieu thereof the following:

(vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

(A) any equivalent over-award payments; and/or

(B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

3. Delete subclauses (i), (ii) and (iii) of clause 10, Shift Allowance, and insert in lieu thereof the following:

(i) Employees required to cease work after midnight and before 7.00 a.m. shall receive \$90.35 per week (or \$18.07 per shift) in addition to their base rate of pay.

(ii) Employees required to commence work prior to 7.00 a.m. shall receive \$45.45 per week (or \$9.09 per shift) in addition to their base rate of pay.

(iii) Employees required to cease work after 7.00 p.m. shall receive \$76.70 per week (or \$15.34 per shift) in addition to their base rate of pay. This subclause shall not apply to employees entitled to payments pursuant to subclause (i) of this clause.

4. Delete clause 14, Meal Allowance, and insert in lieu thereof the following:

#### 14. Meal Allowance

An employee required to work one hour overtime or longer shall be paid \$11.80 meal money in addition to overtime pay, provided that where overtime worked continues for more than 4 hours, an employee shall receive a further meal allowance of \$11.80.

5. Delete clause 37, First Aid Allowance, and insert in lieu thereof the following:

**37. First Aid Allowance**

An employee who is appointed as a first aid officer by the Company to perform first aid duty and has been trained to render to first aid or is the current holder of appropriate first aid qualifications, such as a certificate from the St John's Ambulance or similar body, shall be paid an allowance of \$8.65 per week.

6. This variation shall take effect from the first full pay period to commence on or after 5 November 2004.

I. W. CAMBRIDGE, Commissioner.

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(1036)

**SERIAL C3426****STAEDTLER (PACIFIC) PTY LTD AWARD 1999**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5765 of 2004)

Before Commissioner Ritchie

8 October 2004

**VARIATION**

1. Delete subclause (iv), of clause 4, Wages, of the award published 19 November 2004 (347 I.G. 330), and insert in lieu thereof the following:
  - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

| Category                                    | Level | SWC 2003<br>Weekly rate<br>Permanent<br>amount**<br>\$ | Hourly rate<br>permanent<br>\$ | Hourly rate<br>casual;<br>\$ | SWC 2004<br>Adjustment<br>\$ | SWC 2004<br>Total<br>Weekly<br>Rate<br>\$ | Hourly rate<br>Permanent<br>\$ | Hourly<br>Rate<br>Casual<br>\$ |
|---|-------|--|--------------------------------|------------------------------|------------------------------|---|--------------------------------|--------------------------------|
| Setter Up<br>Cat. 1                         | 1     | 494.60   | 13.0158                        | 16.2155                      | 19.00                        | 513.60                                    | 13.5158                        | 16.8384                        |
|   | 2     | 507.10   | 13.3447                        | 16.6253                      | 19.00                        | 526.10                                    | 13.8447                        | 17.2482                        |
|   | 3     | 520.60   | 13.70                          | 17.0679                      | 19.00                        | 539.60                                    | 14.20                          | 17.6908                        |
| Despatch<br>Cat. 2                          | 1     | 482.10   | 12.6868                        | 15.8056                      | 19.00                        | 501.10                                    | 13.1868                        | 16.4286                        |
|   | 2     |  |                                |                              |                              |   |                                |                                |
|   | 3     | 506.00   | 13.3158                        | 16.5893                      | 19.00                        | 525.00                                    | 13.8158                        | 17.2122                        |
| All Other<br>Machine<br>Operator<br>Cat. 4  | 1     | 455.10   | 11.9763                        | 14.9204                      | 19.00                        | 474.10                                    | 12.4763                        | 15.5434                        |
|   | 2     | 466.55   | 12.2776                        | 15.2958                      | 19.00                        | 485.55                                    | 12.7776                        | 15.9187                        |
|   | 3     | 478.00   | 12.5789                        | 15.6712                      | 19.00                        | 497.00                                    | 13.0789                        | 16.2941                        |
| All Other<br>Employees<br>(Packer)<br>Cat 5 | 1     | 448.40   | 11.80                          | 14.7008                      | 19.00                        | 467.40                                    | 12.30                          | 15.3238                        |

|          |   |        |         |         |       |        |         |         |
|----------|---|--------|---------|---------|-------|--------|---------|---------|
| (Packer) | 2 | 454.00 | 11.9474 | 14.8845 | 19.00 | 473.00 | 12.4474 | 15.5074 |
|          | 3 | 465.50 | 12.25   | 15.2615 | 19.00 | 484.50 | 12.75   | 15.8844 |

\* Casual Rate + 15% plus 1/12 of Total /38 hour week

\*\* Weekly Rate Permanent rounded to nearest 5 cents

**Table 2 - Other Rates and Allowances**

| Item No. | Clause No. | Brief Description   | SWC 2003 Amount<br>\$                 | SWC 2004 Amount<br>\$                 |
|----------|------------|---------------------|---------------------------------------|---------------------------------------|
| 1        | 4(iii)     | Fork Lift Allowance | 0.41 per hour<br>7.70 per week (max.) | 0.42 per hour<br>8.00 per week (max.) |
| 2        | 12(iii)    | Meal Money          | 8.55 per Meal                         | 8.90 per Meal                         |
| 3        | 21         | First Aid           | 1.65 per day                          | 1.70 per day                          |

"Note": These allowances are contemporary for expense related allowances as at 30 March 2004 and the work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

- This variation shall take effect from the first full pay period to commence on or after 12 November 2004.

D. W. RITCHIE, Commissioner.

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(588)

**SERIAL C3418****SAWMILLERS &c. (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 6050 of 2004)

Before Commissioner Macdonald

26 November 2004

**VARIATION**

1. Delete the amount of \$1.71 appearing in paragraph 20.1.2 (at number 20 (e)) of clause 20, Wage Rates of the award published 15 June 2001 (325 I.G. 480) and insert in lieu thereof the following amount:

1.77

2. Delete paragraph 20.8.1 of subclause 20.8 of the said clause 20, and insert in lieu thereof the following:

20.8.1 Arbitrated safety net adjustment - The rates of pay in this award include the adjustments payable under the State Wage Case - 2004. These adjustments may be offset against:

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

3. Delete Part I, Monetary Rates and insert in lieu thereof the following:

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

| Skill Level | Base Rate<br>\$ | Supplementary<br>Payment<br>\$ | Total Award<br>Rate<br>\$ | Hourly Rate<br>\$ | Reference Rate<br>% |
|-------------|-----------------|--------------------------------|---------------------------|-------------------|---------------------|
| Level 6     | 527.50          | 54.60                          | 582.10                    | 15.32             | 105                 |
| Level 5     | 509.20          | 52.00                          | 561.20                    | 14.77             | 100                 |
| Level 4     | 479.40          | 48.10                          | 527.50                    | 13.88             | 92.4                |
| Level 3     | 461.20          | 45.40                          | 506.60                    | 13.33             | 87.4                |
| Level 2     | 441.50          | 42.50                          | 484.00                    | 12.74             | 82                  |
| Level 1     | 426.80          | 40.60                          | 467.40                    | 12.30             | 78                  |

**Table 2 - Allowances**

| Item No. | Clause No.  | Brief Description         | Amount            |
|----------|-------------|---------------------------|-------------------|
| 1        | 25.1        | Handling submerged timber | 73c per hour      |
| 2        | 25.2        | Handling charred timber   | \$3.65 per day    |
| 3        | 25.4.1      | Motor vehicle allowance   | 61c per kilometre |
| 4        | 25.5 & 25.6 | Meal allowance            | \$9.30 per meal   |
| 5        | 25.7        | Camping allowance         | \$20.85 per day   |

|   |      |                                |                   |
|---|------|--------------------------------|-------------------|
| 6 | 25.7 | Maximum camping allowance      | \$146.50 per week |
| 7 | 25.8 | First Aid allowance            | \$10.80 per week  |
| 8 | 25.9 | Leading Hand: 2 to 6 employees | \$18.55 per week  |
| 9 | 25.9 | Leading Hand: over 6 employees | \$28.85 per week  |

4. Delete the words 'State Wage Case Decision - 2003' appearing in Part 2 - Special Rates and Conditions for Pit-Timber Cutters of Appendix A - Harvesting and Environment/Forest Management Sector, and insert in lieu thereof the following:

State Wage Case Decision - 2004

5. Delete the table appearing in subclause 1.3 of clause 1, Prices of the said Part 2 of Appendix A and insert in lieu thereof the following:

|                               |               |
|-------------------------------|---------------|
|                               | Per week      |
|                               | \$            |
| Base rate                     | 467.75        |
| 25 per cent piecework loading | <u>116.95</u> |
|                               | 584.70        |
| Equipment allowance           | 107.35        |
| Disability allowance          | <u>20.30</u>  |
| Total:                        | 712.35        |

6. Delete the table appearing in subclause 2.1 of clause 2, Wage Rates - Adults, of Part 2 of Appendix A and insert in lieu thereof the following:

| Number | Classifications  | Broadbanded |           |
|--------|--|-------------|-----------|
|        |  | Group       | Base rate |
| 1      | timber cutter driver   | 3           | 467.40    |
| 2      | of a motor lorry or wagon carrying pit-timber shall be paid the relevant rate per week, prescribed in classification 6, Wage rates of the award in force from time to time Offsider to driver of motor lorry or wagon shall be paid the wages as provided by classification 6, of the award in force from time to time |             |           |
| 3      | Tractor driver   | 5           | 507.20    |

7. Delete the amount of \$19.14 appearing in clause 4, Disability Allowance of Part 2 of Appendix A and insert in lieu thereof the following:

\$20.30

8. Delete the table appearing in paragraph 5.1.2 of subclause 5.1, Weekly wage employees of clause 5, Annual Leave of Part 2 of Appendix A and insert in lieu thereof the following:

|  |               |
|--|---------------|
|  | \$            |
| Total wage of \$394.20 plus supplementary payment of \$45.40 | 506.70        |
| 25 per cent piecework loading                                | <u>126.70</u> |
|  | 633.40        |
| Equipment allowance  | 107.35        |
| Disability allowance   | <u>20.30</u>  |
| Total:   | 761.05        |



9. Delete the amount of "\$1.91" appearing in subclause 6.1, of clause 6, Travelling Allowance, of Part 2 of Appendix A, and insert in lieu thereof the following:

\$2.05.

10. Delete the amount of "\$2.88" appearing in subclause 6.2, of the said clause 6, of Part 2 of Appendix A, and insert in lieu thereof the following:

\$3.15

11. Delete the amount of \$0.07 appearing in subclause 6.3, of the said clause 6, of Part 2 of Appendix A, and insert in lieu thereof the following:

\$0.076.

12. Delete the amount of \$4.15 appearing in subclause 7.1 of clause 7, Camping Allowance of Part 2 of Appendix A, and insert in lieu thereof the following:

\$4.45

13. Delete the amount of \$14.48 appearing in subclause 7.2 of the said clause 7 of Part 2 of Appendix A, and insert in lieu thereof the following:

\$15.50.

14. Delete the amounts of \$4.15 and \$14.48 appearing in subclause 7.3 of clause 7 of Part 2 of Appendix A and insert in lieu thereof the following amounts respectively:

\$4.45 and \$15.50

15. Delete the table appearing in clause 1 of Item 1 of Schedule - Minimum Prices for Piecework Cutting and Snigging appearing at the end of Appendix A and insert in lieu thereof the following:

|                 |                         |
|-----------------|-------------------------|
| 10 cm and under | \$95.74 per cubic metre |
| 12 cm           | \$87.55 per cubic metre |
| 14 cm           | \$82.04 per cubic metre |
| 16 cm           | \$79.30 per cubic metre |
| 18 cm           | \$82.04 per cubic metre |
| 20 cm and over  | \$88.89 per cubic metre |

16. Delete the amount of \$0.9862 appearing in clause 1 of Item 2 of the said Schedule and insert in lieu thereof the following:

\$1.0461

17. Delete the table appearing in Item 3 of the said Schedule and insert in lieu thereof the following:

|                  |                  |
|------------------|------------------|
| 10 cm prop       | 59.52 cents each |
| 12 cm prop       | 77.45 cents each |
| 14 cm prop       | 94.29 cents each |
| 16 cm prop       | \$1.0974 each    |
| 18 cm prop (leg) | \$1.2617 each    |

18. Delete the table appearing in clause 1 of Item 5 of the said schedule and insert in lieu thereof the following:

| Slabs, Pit Sleepers,<br>Lagging       | Ordinary slabs<br>(not gauge cut)<br>\$ | Sawn square<br>(gauge cut)<br>\$ |
|---------------------------------------|---|----------------------------------|
| Up to 150 cm <sup>2</sup> end section | 84.25m <sup>3</sup>                     | 99.57m <sup>3</sup>              |
| Over 150 cm <sup>2</sup> end section  | 108.38m <sup>3</sup>                    | 135.19m <sup>3</sup>             |

| Railway sleepers, square sleepers, sets, girders, transoms |                      |                                      |
|--|----------------------|--------------------------------------|
|  | Hardwood<br>\$       | Ironbark and approved Hardwood<br>\$ |
| Up to 225 cm <sup>2</sup> end section                      | 135.19m <sup>3</sup> | 153.90m <sup>3</sup>                 |
| Over 225 cm <sup>2</sup> end section                       | 153.90m <sup>3</sup> | 180.63m <sup>3</sup>                 |
| Lids   |                      |                                      |
| Up to 57 cm <sup>2</sup> end section                       | 86.05m <sup>3</sup>  |                                      |
| Caps   |                      |                                      |
| Over 57 cm <sup>2</sup> end section                        | 113.00m <sup>3</sup> |                                      |
| Wedges   |                      |                                      |
| 10 cm x 2.5 cm and over                                    | 232.09m <sup>3</sup> |                                      |

19. Delete the table appearing in clause 2 of the said Item 5 of the schedule and insert in lieu thereof the following:

Slabs, pit sleepers, lagging caps, lids and wedges \$41.65m<sup>3</sup>

Railway sleepers, squared sleepers, sets, girders and transoms

Up to 225 cm<sup>2</sup> end section \$62.84 m<sup>3</sup>

Over 225 cm<sup>2</sup> end section \$83.93 m<sup>3</sup>

20. Delete the table appearing in clause 1 of Item 6 of the schedule and insert in lieu thereof the following:

| 16 x 8 cm             | 18 x 9 cm             | 20 x 10 cm            | 22 x 11 cm and over    |
|-----------------------|-----------------------|-----------------------|------------------------|
| \$31.00m <sup>3</sup> | \$26.96m <sup>3</sup> | \$24.25m <sup>3</sup> | \$21.54 m <sup>3</sup> |

21. Delete clause 1 of Item 7 of the schedule and insert in lieu thereof the following:

|   |   | \$    |
|---|---|-------|
| 1 | Logs (for conversion into sawn mining timber) | 19.60 |
|   | Sawn timber                                   | 33.18 |

22. Delete Item 8 of the schedule and insert in lieu thereof the following:

Item 8

**Wedges, lids, caps, props and half round bars - bundling per 100 pieces**

|                 | Wages<br>\$ | Gear allowance<br>\$ | Total<br>\$ |
|-----------------|-------------|----------------------|-------------|
| Wedges          | 3.15        | 0.77                 | 3.92        |
| Lids            | 4.25        | 1.04                 | 5.29        |
| Caps            | 5.23        | 1.28                 | 6.51        |
| Props all sizes | 49.75       | 12.38                | 62.13       |
| Half round bars | 49.75       | 12.38                | 62.13       |

23. Delete Item 9 of the schedule and insert in lieu thereof the following:

Item 9

|                         | Wages<br>\$ | Gear allowance<br>\$ | Total<br>\$ |
|-------------------------|-------------|----------------------|-------------|
| Up to 2.5 cm diameter   | 32.64       | 7.96                 | 40.60       |
| Over 2.5 cm to 3.15 cm  | 43.45       | 10.60                | 54.05       |
| Over 3.15 cm to 3.75 cm | 81.70       | 19.95                | 101.65      |
| Over 3.75 cm            | 108.39      | 26.59                | 134.98      |

**Holes drilled other than at right angles - rate per 100 holes**

|                         | Wages<br>\$ | Gear allowance<br>\$ | Total<br>\$ |
|-------------------------|-------------|----------------------|-------------|
| Up to 2.5 cm diameter   | 43.47       | 10.47                | 53.94       |
| Over 2.5 cm to 3.15 cm  | 70.51       | 17.28                | 87.79       |
| Over 3.15 cm to 3.75 cm | 100.85      | 26.59                | 127.44      |
| Over 3.75 cm            | 138.71      | 33.23                | 171.94      |

24. Delete the table appearing in clause 2, Wage Rates, of Part 2 - Special Rates and Conditions for Furniture Manufacturers of Appendix D - Manufacturing and Joinery Sector and insert in lieu thereof the following:

|                                  | Base rate<br>Per week<br>\$ | Supplementary<br>payment<br>Per week<br>\$ | Total minimum<br>arbitrated safety<br>net amount<br>Per week<br>\$ |
|----------------------------------|-----------------------------|--|--|
| A Grade Machinist                | 509.20                      | 52.00                                      | 561.20   |
| B Grade Machinist                | 479.40                      | 48.10                                      | 527.50   |
| Single drum, cone or disc sander | 461.20                      | 45.40                                      | 506.60   |
| Miscellaneous                    | 453.50                      | 44.30                                      | 497.80   |

25. Delete the words 'State Wage Case - 2003' appearing in the said clause 2 of Part 2 of Appendix D and insert in lieu thereof the following:

State Wage Case - 2004

26. Delete the table appearing in subclause 1.5 of clause 1, Wage Rates - Adults of Part 3 - Special Rates and Conditions for Sporting Goods Section of the said Appendix D and insert in lieu thereof the following:

| Employees supervised | Leading hands - per week<br>\$ |
|----------------------|--------------------------------|
| 2 to 6 employees     | 14.07                          |
| 7 to 10 employees    | 22.82                          |
| Over 10 employees    | 34.96                          |

27. Delete the table appearing in clause 2, Wage Rates, of the said Part 3 of Appendix D and insert in lieu thereof the following:

|         | Base rate<br>Per week<br>\$ | Supplementary<br>payments<br>Per week<br>\$ | Total minimum arbitrated<br>safety net amount<br>Per week<br>\$ |
|---------|-----------------------------|---|---|
| Group 1 | 479.40                      | 48.10                                       | 527.50  |
| Group 2 | 461.20                      | 45.40                                       | 506.60  |
| Group 3 | 441.50                      | 42.50                                       | 484.00  |
| Group 4 | 426.80                      | 40.60                                       | 467.40  |

28. Delete the words 'State Wage Case - 2003' appearing in the said clause 2 of Part 3 of Appendix D and insert in lieu thereof the following:

State Wage Case - 2004.

29. Delete the words 'State Wage Case - 2003' appearing in subclause (a) (iii) of clause 8, Wages of Appendix F - Forest and Building Products (State) Training Wage Appendix and insert in lieu thereof the following:

State Wage Case - 2004

30. Delete Part B, Monetary Rates of the said Appendix F and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Industry/Skill Level B:**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level B.

| School Leaver             | Highest Year of Schooling Completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
|                           | 215.00                              | 235.00        | 274.00        |
| plus 1 year out of school | 235.00                              | 274.00        | 315.00        |
| plus 2 years              | 274.00                              | 315.00        | 370.00        |
| plus 3 years              | 315.00                              | 370.00        | 421.00        |
| plus 4 years              | 370.00                              | 421.00        | 421.00        |
| plus 5 years or more      | 421.00                              | 421.00        | 421.00        |

\*Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**Table 2 - School Based Traineeships**

|  | Year 11<br>\$ | Year 12<br>\$ |
|--|---------------|---------------|
| School based traineeships skill levels A, B and C. | 215.00*       | 235.00        |

\*Assumes that the average proportion of time spent in structured training is 20 per cent.

31. This variation shall take effect from the beginning of the first pay period to commence on or after 3 December 2004.

A. W. MACDONALD, Commissioner.

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Printed by the authority of the Industrial Registrar.

## RECORDED MUSIC AND VISUAL ENTERTAINMENT REPRODUCTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Recorded Media Industry Union of New South Wales, industrial organisation of employees.

(No. IRC 6137 of 2004)

Before Mr Deputy President Sams

1 November 2004

### VARIATION

1. Delete the second paragraph of clause 5, State Wage Case, of the award published 5 October 2001 (328 I.G. 418) and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

### PART B

#### MONETARY RATES

**Table 1 - Wages**

Adult Employees

| Classification | Base Rate<br>\$ | SWC 2004<br>\$ | Total Rate<br>\$ |
|----------------|-----------------|----------------|------------------|
| Entry Level    | 492.00          | 19.00          | 511.00           |
| Grade 1        | 522.00          | 19.00          | 541.00           |
| Grade 2        | 544.00          | 19.00          | 563.00           |
| Grade 3        | 587.00          | 19.00          | 606.00           |

**Table 2 - Other Rates and Allowances**

| Item No. | Clause No. | Brief Description  | Amount<br>\$                   |
|----------|------------|--|--------------------------------|
| 1        | 9(iv)      | Meal allowance -<br>working overtime for more than one hour without being notified<br>previous day<br>if order for overtime is cancelled | 7.40 per meal<br>7.40 per meal |
| 2        | 22(iii)    | First aid  | 13.65 per week                 |

|   |    |   |                |
|---|----|---|----------------|
| 3 | 29 | Leading hand in charge of -<br>more than 3 and not more than 10 persons | 28.00 per week |
|---|----|---|----------------|

|  |   |                |
|--|---|----------------|
|  | more than 10 and not more than 20 persons | 36.15 per week |
|  | more than 20 persons                      | 49.50 per week |

3. This variation shall take effect from the first full pay period to commence on or after 11 November 2004.

P. J. SAMS *D.P.*

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Printed by the authority of the Industrial Registrar.

**BUTCHERS' WHOLESALE (NEWCASTLE AND NORTHERN) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 6131 of 2004)

Before The Honourable Mr Deputy President Harrison

1 November 2004

**VARIATION**

1. Delete subclause 27.3 of clause 27, Wages, of the award published 2 March 2001 (322 I.G. 727) and insert in lieu thereof the following:

## 27.3 Arbitrated Safety Net Adjustment

27.3.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (i) any equivalent over-award payments; and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Appendix 1 - Wages, and Appendix 2 - Other Rates and Allowances, of Part 9, Appendix, and insert in lieu thereof the following:

**Appendix 1 - Wages**

T1.1 The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

|    | Total Weekly Classification   | Rate<br>\$ |
|----|---|------------|
| 1  | Slaughter person  | 531.60     |
| 2  | Employee grading beef carcasses   | 495.60     |
| 3  | Employee weighing and/or recording  | 489.80     |
| 4  | Knocker down and/or shackler and/or employee opening up neck and tying weas and before hoisting to bleeding rail  | 493.00     |
| 5  | Slaughterhouse labourer whose work includes trimming carcasses after slaughter person, skinning heads, removing eyes, removing horns, removing tongues and/or cheeks, removing brains and boning for pet foods and boning heads and crutching sheep | 489.80     |
| 6  | Employee skinning feet and taking out sinews  | 488.80     |
| 7  | Tripe person and employee cutting, turning and washing tripes and cutting and washing bibles  | 488.80     |
| 8  | Slaughterhouse labourer   | 484.30     |
| 9  | Laundry attendant   | 484.30     |
| 10 | Stock person (working under conditions of the stock person clause)  | 490.60     |
| 11 | Stock person, stock receiver and penner-up  | 486.60     |
| 12 | Yard person and general labourer  | 479.90     |
| 13 | Freezer room employee   | 488.80     |
| 14 | Dripping and/or lard operator, tallow person, digester person and/or dry melter operator, expeller and/or dryer attendant   | 491.60     |
| 15 | Mill hand, by-products labourer and save-all attendant  | 482.20     |



|    |  |                                |
|----|--|--------------------------------|
|    | Casing Cleaning Department -   |                                |
| 16 | All-round person   | 493.30                         |
| 17 | Employee trimming and sliming bungs and bladders and sliming runners   | 486.60                         |
|    | Boning Department -  |                                |
| 18 | Boner  | 510.00                         |
| 19 | Slicer and/or sawyer   | 496.50                         |
| 20 | Trimmer  | 489.80                         |
| 21 | Weigh person   | 486.40                         |
| 22 | Packer, strapper, wiring and/or gluing machine operator  | 484.30                         |
| 23 | Shop person/butcher  | 517.10                         |
|    | Motor Wagon Drivers -  |                                |
| 24 | Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (3 tons)<br>For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) extra<br>For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 kg (8 tons) but not exceeding 12,192 kg (12 tons) extra<br>For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons)<br>When a trailer is attached to a motor wagon, the carrying capacity of such trailer shall be computed with the rate in determining the driver's wages. | 490.70<br>1.69<br>1.30<br>1.05 |
| 25 | Driver of tractor under 50 h.p. or forklift driver   | 490.70                         |
| 26 | Driver of bulldozer  | 490.70                         |
| 27 | Loader   | 499.20                         |
| 28 | Cleaner - cleaning production plant and equipment (working under shift work provisions)  | 489.80                         |

T1.2 The minimum rate of pay for 40 ordinary hours for juniors shall be as follows:

| Age                | Percentage of Classification 12 - General Labourer<br>% | Amount<br>\$ |
|--------------------|---|--------------|
| At 15 years of age | 36  | 172.70       |
| At 16 years of age | 48  | 230.40       |
| At 17 years of age | 60  | 287.90       |
| At 18 years of age | 74  | 355.10       |
| At 19 years of age | 87  | 417.50       |
| At 20 years of age | Adult rates   |              |

Upon any adjustment, junior rates to be calculated to the nearest 10 cents.

### Appendix 2 - Other Rates and Allowances

Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

| Item No. | Clause No. | Allowance   | Amount<br>\$                 |
|----------|------------|---|------------------------------|
| 1        | 34.1       | Alternating shifts - per shift  | 8.34                         |
| 2        | 31.5       | Afternoon shift - per shift   | 11.99                        |
| 3        | 32.9.1     | Extraordinary hours allowance - per day   | 7.21                         |
| 4        | 35.5       | Horse allowance - per week  | 13.58                        |
| 5        | 33.3       | Meal money - per meal   | 8.14                         |
| 6        | 29.1       | Temperature allowance - per hour -<br>below minus 1 degree Celsius<br>below minus 16 degree Celsius<br>below minus 20 degree Celsius<br>below minus 26 degree Celsius | 0.42<br>0.67<br>1.25<br>1.87 |
| 7        | 29.2       | Freezing room allowance - per hour  | 0.46                         |
| 8        | 29.4       | Temperature allowance - per hour  | 0.46                         |

|    |         |  |               |
|----|---------|--|---------------|
|    |         |  | 0.73          |
| 9  | 10.1    | Rovers allowance - per day   | 2.80          |
| 10 | 20.1.2  | Bull penalty - per head  | 2.80          |
| 11 | 23.1    | Dog allowance - per dog per week   | 6.98          |
| 12 | 23.3    | First-aid attendant - per day  | 3.35          |
| 13 | 23.4    | Leading hand - per week  | 25.00         |
| 14 | 23.5.1  | Pedestrian stacker - cold temperature per week   | 12.91         |
| 15 | 23.5.2  | Pedestrian stacker - per week  | 9.54          |
| 16 | 23.5.3  | Forklift - per week  | 6.71          |
| 17 | 17.1.1  | Objectionable work - ordinary hours  | 3.09          |
| 18 | 17.1.2  | Objectionable work - outside ordinary hours -<br>per sheep, calf or pig<br>per head of cattle                        | 3.62<br>15.31 |
| 19 | 17.1.3  | Objectionable work - on Sundays and Public Holidays -<br>per sheep, calf or pig<br>per head of cattle                | 5.52<br>22.17 |
| 20 | 17.1.4  | Condemned carcass allowance - per day  | 3.09          |
| 21 | 17.1.5  | Brucella reactor - per day   | 6.98          |
| 22 | 17.1.6  | Work in artificially increased temperature - per hour  | 0.42          |
| 23 | 17.1.7  | Foetal blood extraction allowance - per day  | 6.98          |
| 24 | 13.4    | TP slaughtering allowance - all type of animals -<br>per day<br>per week   | 4.56<br>2.29  |
| 25 | 13.5    | TP slaughtering allowance - 2 types of animals -<br>per day<br>per week  | 3.89<br>1.88  |
| 26 | 13.6    | TP slaughtering allowance - one type of animal -<br>per day<br>per week  | 2.80<br>1.36  |
| 27 | 51.2    | Knife allowance - slaughterpersons, boners and labourers<br>skinning cattle, heads and feet -<br>per week<br>per day | 3.26<br>2.34  |
|    |         | Other employees using a knife -<br>per week<br>per day   | 0.65<br>0.43  |
| 28 | 49.1(a) | Clothes allowance - per day  | 1.42          |
| 29 | 49.1(b) | Laundry allowance - per day  | 1.15          |
| 30 | 49.1(c) | Clothes allowance - per day  | 0.38          |
| 31 |         | Clothes/laundry allowance (employees not covered by<br>Items 28-30of this Appendix)                                  |               |
|    | 49.3(a) | Clothes allowance - per day  | 0.69          |
|    | 49.3(b) | Laundry allowance - per day  | 0.56          |
|    | 49.3(c) | Clothes allowance - per day  | 0.15          |
| 32 | 46.5(b) | TP boner allowance   | 1.60          |

3. This variation shall come into effect from the first full pay period commencing on or after 1 November 2004.

R. W. HARRISON *D.P.*

## BUTCHERS WHOLESALE (STATE) AWARD

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australasian Meat Industry Employees Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 6132 of 2004)

Before Commissioner Ritchie

29 October 2004

### VARIATION

1. Delete subclause 27.3, of clause 27, Wages, of the award published 25 January 2001 (321 I.G. 1167), and insert in lieu the following:

#### 27.3 Arbitrated Safety Net Adjustment

27.3.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May, 1991 other than safety net, State Wage Case , and minimum rates adjustments.
2. Delete Appendix 1 - Wages, and Appendix 2 - Other Rates and Allowances, of Part 9, Appendix, and insert in lieu thereof the following:

### APPENDIX 1

#### Wages

T1.1 The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

|    | Total Weekly Classification  | Rate \$ |
|----|--|---------|
| 1  | Slaughterperson  | 531.60  |
| 2  | Employee grading beef carcasses  | 495.60  |
| 3  | Employee weighing and/or recording   | 489.80  |
| 4  | Knocker down and/or shackler and/or employee opening up neck and tying weasand before hoisting to bleeding rail  | 493.00  |
| 5  | Slaughterhouse labourer whose work includes trimming carcasses after slaughterperson, skinning heads, removing eyes, removing horns, removing tongues and/or cheeks, removing brains and boning for pet foods and boning heads and crutching sheep | 489.80  |
| 6  | Employee skinning feet and taking out sinews   | 488.80  |
| 7  | Tripeperson and employee cutting, turning and washing tripes and cutting and washing bibles  | 488.80  |
| 8  | Slaughterhouse labourer  | 484.30  |
| 9  | Laundry attendant  | 484.30  |
| 10 | Stockperson (working under conditions of the stockperson clause)   | 490.60  |
| 11 | Stockperson, stock receiver and penner-up  | 486.60  |
| 12 | Yardperson and general labourer  | 479.90  |
| 13 | Freezer room employee  | 488.80  |
| 14 | Dripping and/or lard operator, tallowperson, digesterperson and/or dry   | 491.60  |

|                              |   |        |
|------------------------------|---|--------|
|                              | melter operator, expellor and/or dryer attendant  |        |
| 15                           | Millhand, by- products labourer and saveall attendant   | 482.20 |
| Casing Cleaning Department - |   |        |
| 16                           | All-round person  | 493.30 |
| 17                           | Employee trimming and sliming bungs and bladders and sliming runners  | 486.60 |
| Boning Department -          |   |        |
| 18                           | Boner   | 510.00 |
| 19                           | Slicer and/or sawyer  | 496.50 |
| 20                           | Trimmer   | 489.80 |
| 21                           | Weighperson   | 486.40 |
| 22                           | Packer, strapper, wiring and/or gluing machine operator   | 484.30 |
| 23                           | Shop- person/Butcher  | 517.10 |
| Motor Wagon Drivers -        |   |        |
| 24                           | Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (3 tons)   | 490.70 |
|                              | For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) extra  | 1.69   |
|                              | For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 kg (8 tons) but not exceeding 12,192 kg (12 tons) extra                          | 1.30   |
|                              | For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons)  | 1.05   |
|                              | When a trailer is attached to a motor wagon, the carrying capacity of such trailer shall be computed with the rate in determining the driver's wages. |        |
| 25                           | Driver of tractor under 50 h.p. or fork lift driver   | 490.70 |
| 26                           | Driver of bulldozer   | 490.70 |
| 27                           | Loader  | 499.20 |
| 28                           | Cleaner - cleaning production plant and equipment (working under shift work provisions)   | 489.80 |

T1.2 The minimum rate of pay for 40 ordinary hours for juniors shall be as follows:

| Age                | Percentage of Classification 12 - General Labourer | Amount \$ |
|--------------------|--|-----------|
| At 15 years of age | 36%  | 172.70    |
| At 16 years of age | 48%  | 230.40    |
| At 17 years of age | 60%  | 287.90    |
| At 18 years of age | 74%  | 355.10    |
| At 19 years of age | 87%  | 417.50    |
| At 20 years of age | Adult rates  |           |

Upon any adjustment, junior rates to be calculated to the nearest ten cents.

## APPENDIX 2

### Other Rates and Allowances

Other rates and allowances - Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

| Item No | Clause No. | Allowance   | Amount \$                    |
|---------|------------|---|------------------------------|
| 1       | 34.1       | Alternating Shifts - per shift  | 8.34                         |
| 2       | 31.5       | Afternoon Shift - per shift   | 11.99                        |
| 3       | 32.9.1     | Extraordinary Hours Allow.- per day   | 7.25                         |
| 4       | 35.5       | Horse Allowance - per week  | 13.58                        |
| 5       | 33.3       | Meal Money - per meal   | 8.14                         |
| 6       | 29.1       | Temperature Allowance - per hour<br>Below minus 1 degree celsius<br>Below minus 16 degree celsius<br>Below minus 20 degree celsius<br>Below minus 26 degree celsius       | 0.42<br>0.67<br>1.25<br>1.87 |
| 7       | 29.2       | Freezing Room Allowance - per hour  | 0.46                         |
| 8       | 29.4       | Temperature Allowance - per hour  | 0.46<br>0.73                 |
| 9       | 10.1       | Rovers Allowance - per day  | 2.80                         |
| 10      | 20.1.2     | Bull Penalty - per head   | 2.80                         |
| 11      | 23.1       | Dog Allowance- per dog per week   | 6.98                         |
| 12      | 23.3       | First Aid Attendant - per day   | 3.35                         |
| 13      | 23.4       | Leading Hand - per week   | 25.00                        |
| 14      | 23.5.1     | Pedestrian Stacker - Cold Temperature per week  | 12.91                        |
| 15      | 23.5.2     | Pedestrian Stacker - per week   | 9.54                         |
| 16      | 23.5.3     | Fork Lift - per week  | 6.71                         |
| 17      | 17.1.1     | Objectionable Work - Ordinary Hours   | 3.09                         |
| 18      | 17.1.2     | Objectionable Work - Outside Ordinary Hours<br>per sheep, calf or pig<br>per head of cattle   | 3.62<br>15.31                |
| 19      | 17.1.3     | Objectionable Work - on Sundays, and Public<br>Holidays - per sheep calf or pig<br>per head of cattle   | 5.52<br>22.17                |
| 20      | 17.1.4     | Condemned Carcass Allowance - per day   | 3.09                         |
| 21      | 17.1.5     | Brucella Reactor - per day  | 6.98                         |
| 22      | 17.1.6     | Work in Artificially Increased Temperature - per hour   | 0.42                         |
| 23      | 17.1.7     | Foetal Blood Extraction Allowance - per day   | 6.98                         |
| 24      | 13.4       | TP Slaughtering Allowance - all type of Animals<br>per day<br>per week  | 4.56<br>2.29                 |
| 25      | 13.5       | TP Slaughtering Allowance - two types of animals<br>per day<br>per week   | 3.89<br>1.88                 |
| 26      | 13.6       | TP Slaughtering Allowance - one type of animal<br>per day<br>per week   | 2.80<br>1.36                 |
| 27      | 51.2       | Knife Allowance<br>Slaughterpersons, boners and Labourers skinning<br>cattle, heads and feet - per week<br>per day<br>Other employees using a knife - per week<br>per day | 3.26<br>2.34<br>0.65<br>0.43 |
| 28      | 49.1(a)    | Clothes Allowance - per day   | 1.42                         |
| 29      | 49.1(b)    | Laundry Allowance - per day   | 1.15                         |

|    |          |   |      |
|----|----------|---|------|
| 30 | 49.1(c)  | Clothes Allowance - per day               | 0.38 |
| 31 | 49.3(a)  | Clothes/Laundry Allowance -(Employees not |      |
|    | 49.3(b)  | covered by Items28-30 of this Appendix)   |      |
|    | 49.3(c ) | Clothes Allowance - per day               | 0.69 |
|    |          | Laundry Allowance - per day               | 0.56 |
|    |          | Clothes Allowance - per day               | 0.15 |
| 32 | 46.5(b)  | TP Boner Allowance                        | 1.60 |

3. This variation shall come into effect from the first full pay period on or after 29 October 2004.

D. W. RITCHIE, Commissioner.

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Printed by the authority of the Industrial Registrar.

**AWU TRAINING WAGE (STATE) AWARD 2002**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5766 of 2004)

Before Commissioner Ritchie

8 October 2004

**VARIATION**

1. Delete subclause (d) of clause 7, Wages, of the award published 5 April 2002 (332. I.G. 522) and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete paragraph (ii), of subclause (k) of the said clause 7 of the award and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

| Industry/Skill Level   | First Year of Traineeship<br>\$ | Second Year of Traineeship<br>\$ |
|------------------------|---------------------------------|----------------------------------|
| Industry/Skill Level A | 456.00                          | 473.00                           |
| Industry/Skill Level B | 437.00                          | 454.00                           |
| Industry/Skill Level C | 390.00                          | 405.00                           |

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

**PART B**

**MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 284.00        |
| Plus 1 year out of school | 235.00                              | 284.00        | 330.00        |
| Plus 2 years              | 284.00                              | 330.00        | 384.00        |
| Plus 3 years              | 330.00                              | 384.00        | 439.00        |
| Plus 4 years              | 384.00                              | 439.00        | 439.00        |
| Plus 5 years or more      | 439.00                              | 439.00        | 439.00        |

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 274.00        |
| Plus 1 year out of school | 235.00                              | 274.00        | 315.00        |
| Plus 2 years              | 274.00                              | 315.00        | 370.00        |
| Plus 3 years              | 315.00                              | 370.00        | 421.00        |
| Plus 4 years              | 370.00                              | 421.00        | 421.00        |
| Plus 5 years or more      | 421.00                              | 421.00        | 421.00        |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 268.00        |
| Plus 1 year out of school | 235.00                              | 268.00        | 301.00        |
| Plus 2 years              | 268.00                              | 301.00        | 337.00        |
| Plus 3 years              | 301.00                              | 337.00        | 376.00        |
| Plus 4 years              | 337.00                              | 376.00        | 376.00        |
| Plus 5 years or more      | 376.00                              | 376.00        | 376.00        |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.



**Table 4 - School-Based Traineeships**

|   | Year of Schooling |               |
|---|-------------------|---------------|
|   | Year 11<br>\$     | Year 12<br>\$ |
| School based Traineeships Skill Levels A, B and C | 215.00            | 235.00        |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 5 - Hourly Rates for Trainees who Have Left School**

| Skill Level A                    | Year<br>10<br>\$ | Year<br>11<br>\$ | Year 12<br>\$ |
|----------------------------------|------------------|------------------|---------------|
| School leaver                    | 7.07             | 7.73             | 9.34          |
| Plus 1 year after leaving school | 7.73             | 9.34             | 10.86         |
| Plus 2 years                     | 9.34             | 10.86            | 12.63         |
| Plus 3 years                     | 10.86            | 12.63            | 14.44         |
| Plus 4 years                     | 12.63            | 14.44            | 14.44         |
| Plus 5 years or more             | 14.44            | 14.44            | 14.44         |
| <b>Skill Level B</b>             |                  |                  |               |
| School leaver                    | 7.07             | 7.73             | 9.01          |
| Plus 1 year after leaving school | 7.73             | 9.01             | 10.36         |
| Plus 2 years                     | 9.01             | 10.36            | 12.17         |
| Plus 3 years                     | 10.36            | 12.17            | 13.85         |
| Plus 4 years                     | 12.17            | 13.85            | 13.85         |
| Plus 5 years or more             | 13.85            | 13.85            | 13.85         |
| <b>Skill Level C</b>             |                  |                  |               |
| School leaver                    | 7.07             | 7.73             | 8.82          |
| Plus 1 year after leaving school | 7.73             | 8.82             | 9.90          |
| Plus 2 years                     | 8.82             | 9.90             | 11.09         |
| Plus 3 years                     | 9.90             | 11.09            | 12.37         |
| Plus 4 years                     | 11.09            | 12.37            | 12.37         |
| Plus 5 years or more             | 12.37            | 12.37            | 12.37         |

**Table 6 - Hourly Rates for School-Based Traineeships**

|                          | Year of Schooling |               |
|--------------------------|-------------------|---------------|
|                          | Year 11<br>\$     | Year 12<br>\$ |
| Skills levels A, B and C | 7.07              | 7.73          |

4. This variation shall take effect from the first full pay period to commence on or after 8 October 2004.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(449)

**SERIAL C3428**

## **RURAL TRAINEESHIPS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5766 of 2004)

Before Commissioner Ritchie

8 October 2004

**VARIATION**

1. Delete subclause (g) of clause 9, Wages, of the award published 16 June 2000 (316. I.G. 605) and insert in lieu thereof the following:
  - (g) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete paragraph (ii) of subclause (h) of the said clause 9, and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

| Industry/Skill Level   | First Year of Traineeship<br>\$ | Second Year of Traineeship<br>\$ |
|------------------------|---------------------------------|----------------------------------|
| Industry/Skill Level A | 456.00                          | 473.00                           |
| Industry/Skill Level B | 437.00                          | 454.00                           |
| Industry/Skill Level C | 390.00                          | 405.00                           |

3. Delete subclauses (e) and (f) of the said clause 9, and insert in lieu thereof the following:
  - (e)

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 284.00        |
| Plus 1 year out of school | 235.00                              | 284.00        | 330.00        |
| Plus 2 years              | 284.00                              | 330.00        | 384.00        |
| Plus 3 years              | 330.00                              | 384.00        | 439.00        |
| Plus 4 years              | 384.00                              | 439.00        | 439.00        |
| Plus 5 years or more      | 439.00                              | 439.00        | 439.00        |

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 274.00        |
| Plus 1 year out of school | 235.00                              | 274.00        | 315.00        |
| Plus 2 years              | 274.00                              | 315.00        | 370.00        |
| Plus 3 years              | 315.00                              | 370.00        | 421.00        |
| Plus 4 years              | 370.00                              | 421.00        | 421.00        |
| Plus 5 years or more      | 421.00                              | 421.00        | 421.00        |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 268.00        |
| Plus 1 year out of school | 235.00                              | 268.00        | 301.00        |
| Plus 2 years              | 268.00                              | 301.00        | 337.00        |
| Plus 3 years              | 301.00                              | 337.00        | 376.00        |
| Plus 4 years              | 337.00                              | 376.00        | 376.00        |
| Plus 5 years or more      | 376.00                              | 376.00        | 376.00        |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

(f) School-Based Traineeships

|   | Year of Schooling |               |
|---|-------------------|---------------|
|   | Year 11<br>\$     | Year 12<br>\$ |
| School based Traineeships Skill Levels A, B and C | 215.00            | 235.00        |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

4. Delete Tables 1 and 2 of subclause (b), of clause 10, Part Time Traineeships, and insert in lieu thereof the following:

**Table 1 - Hourly Rates for Trainees who Have Left School**

| Skill Level A                    | Year10<br>\$ | Year11<br>\$ | Year 12<br>\$ |
|----------------------------------|--------------|--------------|---------------|
| School leaver                    | 7.07         | 7.73         | 9.34          |
| Plus 1 year after leaving school | 7.73         | 9.34         | 10.86         |
| Plus 2 years                     | 9.34         | 10.86        | 12.63         |
| Plus 3 years                     | 10.86        | 12.63        | 14.44         |
| Plus 4 years                     | 12.63        | 14.44        | 14.44         |
| Plus 5 years or more             | 14.44        | 14.44        | 14.44         |
| Skill Level B                    |              |              |               |
| School leaver                    | 7.07         | 7.73         | 9.01          |
| Plus 1 year after leaving school | 7.73         | 9.01         | 10.36         |
| Plus 2 years                     | 9.01         | 10.36        | 12.17         |
| Plus 3 years                     | 10.36        | 12.17        | 13.85         |
| Plus 4 years                     | 12.17        | 13.85        | 13.85         |
| Plus 5 years or more             | 13.85        | 13.85        | 13.85         |
| Skill Level C                    |              |              |               |
| School leaver                    | 7.07         | 7.73         | 8.82          |
| Plus 1 year after leaving school | 7.73         | 8.82         | 9.90          |
| Plus 2 years                     | 8.82         | 9.90         | 11.09         |
| Plus 3 years                     | 9.90         | 11.09        | 12.37         |
| Plus 5 years or more             | 12.37        | 12.37        | 12.37         |

**Table 2 - Hourly Rates for School-Based Traineeships**

|                          | Year of Schooling |               |
|--------------------------|-------------------|---------------|
|                          | Year 11<br>\$     | Year 12<br>\$ |
| Skills levels A, B and C | 7.07              | 7.73          |
| 20% loading              | 8.48              | 9.28          |

5. This variation shall take effect from the first full pay period to commence on or after 1 December 2004.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5766 of 2004)

Before Commissioner Ritchie

8 October 2004

**VARIATION**

1. Delete subclause (d) of clause 7, Wages, of the award published 8 February 2002 (331. I.G. 198) and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete paragraph (ii) of subclause (k) of the said clause 7, and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

| Industry/Skill Level   | First Year of Traineeship<br>\$ | Second Year of Traineeship<br>\$ |
|------------------------|---------------------------------|----------------------------------|
| Industry/Skill Level A | 456.00                          | 473.00                           |
| Industry/Skill Level B | 437.00                          | 454.00                           |
| Industry/Skill Level C | 390.00                          | 405.00                           |

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

**PART B****MONETARY RATES**

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 284.00        |
| Plus 1 year out of school | 235.00                              | 284.00        | 330.00        |
| Plus 2 years              | 284.00                              | 330.00        | 384.00        |
| Plus 3 years              | 330.00                              | 384.00        | 439.00        |
| Plus 4 years              | 384.00                              | 439.00        | 439.00        |
| Plus 5 years or more      | 439.00                              | 439.00        | 439.00        |

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 274.00        |
| Plus 1 year out of school | 235.00                              | 274.00        | 315.00        |
| Plus 2 years              | 274.00                              | 315.00        | 370.00        |
| Plus 3 years              | 315.00                              | 370.00        | 421.00        |
| Plus 4 years              | 370.00                              | 421.00        | 421.00        |
| Plus 5 years or more      | 421.00                              | 421.00        | 421.00        |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 268.00        |
| Plus 1 year out of school | 235.00                              | 268.00        | 301.00        |
| Plus 2 years              | 268.00                              | 301.00        | 337.00        |
| Plus 3 years              | 301.00                              | 337.00        | 376.00        |
| Plus 4 years              | 337.00                              | 376.00        | 376.00        |
| Plus 5 years or more      | 376.00                              | 376.00        | 376.00        |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

|   | Year of Schooling |               |
|---|-------------------|---------------|
|   | Year 11<br>\$     | Year 12<br>\$ |
| School based Traineeships Skill Levels A, B and C | 215.00            | 235.00        |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 5 - Hourly Rates for Trainees who Have Left School**

| Skill Level A                    | Year 10<br>\$ | Year 11<br>\$ | Year 12<br>\$ |
|----------------------------------|---------------|---------------|---------------|
| School leaver                    | 7.07          | 7.73          | 9.34          |
| Plus 1 year after leaving school | 7.73          | 9.34          | 10.86         |
| Plus 2 years                     | 9.34          | 10.86         | 12.63         |
| Plus 3 years                     | 10.86         | 12.63         | 14.44         |
| Plus 4 years                     | 12.63         | 14.44         | 14.44         |
| Plus 5 years or more             | 14.44         | 14.44         | 14.44         |
| <b>Skill Level B</b>             |               |               |               |
| School leaver                    | 7.07          | 7.73          | 9.01          |
| Plus 1 year after leaving school | 7.73          | 9.01          | 10.36         |
| Plus 2 years                     | 9.01          | 10.36         | 12.17         |
| Plus 3 years                     | 10.36         | 12.17         | 13.85         |
| Plus 4 years                     | 12.17         | 13.85         | 13.85         |
| Plus 5 years or more             | 13.85         | 13.85         | 13.85         |
| <b>Skill Level C</b>             |               |               |               |
| School leaver                    | 7.07          | 7.73          | 8.82          |
| Plus 1 year after leaving school | 7.73          | 8.82          | 9.90          |
| Plus 2 years                     | 8.82          | 9.90          | 11.09         |
| Plus 3 years                     | 9.90          | 11.09         | 12.37         |
| Plus 4 years                     | 11.09         | 12.37         | 12.37         |
| Plus 5 years or more             | 12.37         | 12.37         | 12.37         |

**Table 6 - Hourly Rates for School-Based Traineeships**

|                          | Year of Schooling |               |
|--------------------------|-------------------|---------------|
|                          | Year 11<br>\$     | Year 12<br>\$ |
| Skills levels A, B and C | 7.07              | 7.73          |

4. This variation shall take effect from the first full pay period to commence on or after 8 October 2004.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(950)

**SERIAL C3430**

**HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE)  
AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5766 of 2004)

Before Commissioner Ritchie

8 October 2004

**VARIATION**

1. Delete paragraph (d) of subclause (vi) Wages, of clause 28, Traineeships of the award published 4 May 2001 (324. I.G. 497) and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete subparagraph (ii) of paragraph (g) of subclause (vi) Wages of the said clause 28, and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

| Industry/Skill Level   | First Year of Traineeship<br>\$ | Second Year of Traineeship<br>\$ |
|------------------------|---------------------------------|----------------------------------|
| Industry/Skill Level A | 456.00                          | 473.00                           |
| Industry/Skill Level B | 437.00                          | 454.00                           |
| Industry/Skill Level C | 390.00                          | 405.00                           |

3. Delete Part C, Trainee Monetary Rates, and insert in lieu thereof the following:

**PART C****MONETARY RATES**



**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 284.00        |
| Plus 1 year out of school | 235.00                              | 284.00        | 330.00        |
| Plus 2 years              | 284.00                              | 330.00        | 384.00        |
| Plus 3 years              | 330.00                              | 384.00        | 439.00        |
| Plus 4 years              | 384.00                              | 439.00        | 439.00        |
| Plus 5 years or more      | 439.00                              | 439.00        | 439.00        |

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 274.00        |
| Plus 1 year out of school | 235.00                              | 274.00        | 315.00        |
| Plus 2 years              | 274.00                              | 315.00        | 370.00        |
| Plus 3 years              | 315.00                              | 370.00        | 421.00        |
| Plus 4 years              | 370.00                              | 421.00        | 421.00        |
| Plus 5 years or more      | 421.00                              | 421.00        | 421.00        |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

|                           | Highest year of schooling completed |               |               |
|---------------------------|-------------------------------------|---------------|---------------|
|                           | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School Leaver             | 215.00                              | 235.00        | 268.00        |
| Plus 1 year out of school | 235.00                              | 268.00        | 301.00        |
| Plus 2 years              | 268.00                              | 301.00        | 337.00        |
| Plus 3 years              | 301.00                              | 337.00        | 376.00        |
| Plus 4 years              | 337.00                              | 376.00        | 376.00        |
| Plus 5 years or more      | 376.00                              | 376.00        | 376.00        |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

|  | Year of Schooling |
|--|-------------------|
|  |                   |

|   | Year 11<br>\$ | Year12<br>\$ |
|---|---------------|--------------|
| School based Traineeships Skill Levels A, B and C | 215.00        | 235.00       |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

4. This variation shall take effect from the first full pay period to commence on or after 8 October 2004.

D. W. RITCHIE, Commissioner.

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**DAIRYING INDUSTRY EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5766 of 2004)

Before Commissioner Ritchie

8 October 2004

### VARIATION

1. Delete subclause (f) of clause 3, Wages, of the award published 4 May 2001 (324. I.G. 474), and insert in lieu thereof the following:
  - (f) State Wage Case adjustment- The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subparagraphs (a) and (b) of paragraph (e) of subclause (g) Wages of clause 27, Training Wage, and insert in lieu thereof the following:

#### Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

| First Year of Traineeship | Second Year of Traineeship |
|---------------------------|----------------------------|
| \$                        | \$                         |
| 456.00                    | 473.00                     |

3. Delete Table 4 - Training Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

#### 10 Table 4 - Training Wage Rates - Industry/Skill Level C

- (a) The following Traineeships shall be paid in accordance with Table 4 below:

Rural Skills (Dairy Production) Certificate II

Rural Skills (Dairy Production) Certificate III

Rural Skills (Milk Harvesting) Certificate II

Rural Skills (Milk Harvesting) Certificate III

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

|  | Highest year of schooling completed |         |         |
|--|-------------------------------------|---------|---------|
|  | Year 10                             | Year 11 | Year 12 |
|  | \$                                  | \$      | \$      |

|                           |        |        |        |
|---------------------------|--------|--------|--------|
| School leaver             | 200.00 | 235.00 | 278.00 |
| Plus 1 year out of school | 268.00 | 313.00 | 365.00 |
| Plus 2 years              | 313.00 | 365.00 | 415.00 |
| Plus 3 years              | 365.00 | 415.00 | 447.00 |

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Notation: - The parties to this award have agreed that the above rates shall be adjusted from time to time by the quantum of the increases awarded to Industry/Skill Level C rates in the National Training Wage Award 2000, as varied, or any successor industrial instrument.

- (b) See subparagraph (e) of subclause (g) of clause 27 Training Wage for trainees undertaking the following AQF IV traineeships: -

Rural Skills (Dairy Production) Certificate IV

Rural Skills (Milk Harvesting) Certificate IV

4. This variation shall take effect from the first full pay period to commence on or after 1 December 2004.

D. W. RITCHIE, Commissioner.

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(703)

**SERIAL C3425**

**JEWELLERS AND WATCHMAKERS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4965 of 2004)

Commissioner Ritchie

1 September 2004

### VARIATION

1. Delete subclause 7.7, of clause 7, Wages, of the award published 1 March 2002 (331 I.G. 1023) and insert in lieu thereof the following:

7.7 The rates of pay in this Award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

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

### PART B

#### MONETARY RATES

**Table 1 - Wages**

- (a) Adult Employees - All adult employees of a classification specified herein in any of the industries or sections thereof to which this award applies will, except as otherwise specified, be paid the total wage as contained in Column C:

| Classification                                  | Column A<br>Classification<br>Level<br>\$ | Column B<br>Safety Net<br>Adjustment<br>\$ | Column C<br>Total Wage<br>Per Week<br>\$ | Column D<br>Hourly<br>Award Rate<br>\$ |
|---|---|--|--|--|
| Process Worker                                  | 417.10                                    | 67.00                                      | 484.10                                   | 12.74                                  |
| Watch/Clockmaker<br>Tradesperson                | 492.20                                    | 69.00                                      | 561.20                                   | 14.77                                  |
| Jeweller Tradesperson                           | 492.20                                    | 69.00                                      | 561.20                                   | 14.77                                  |
| Watch/Clockmaker<br>Tradesperson, Special Class | 533.90                                    | 69.00                                      | 602.90                                   | 15.87                                  |
| Jeweller Tradesperson, Special<br>Class         | 533.90                                    | 69.00                                      | 602.90                                   | 15.87                                  |

- (b) Unapprenticed Juniors -

| Classification | Column A<br>Percentage of Process Workers Min.<br>Classification Level<br>% | Column B<br>Total Wage Per Week<br>\$ |
|----------------|---|---------------------------------------|
|----------------|---|---------------------------------------|

|                       |      |        |
|-----------------------|------|--------|
| Under 16 years of age | 36.8 | 178.15 |
| At 16 years of age    | 47.3 | 229.00 |
| At 17 years of age    | 57.8 | 279.80 |
| At 18 years of age    | 68.3 | 330.65 |
| At 19 years of age    | 82.5 | 399.40 |
| At 20 years of age    | 97.7 | 472.95 |

## (c) Apprentices -

| Classification | Column A<br>Percentage of Tradespersons<br>Award Rate Level % | Column B<br>Total Wage Per Week<br>\$ | Column C<br>Hourly Award Rate<br>\$ |
|----------------|---|---------------------------------------|-------------------------------------|
| First year     | 42.0  | 235.70                                | 6.20                                |
| Second year    | 55.0  | 308.65                                | 8.12                                |
| Third year     | 75.0  | 420.90                                | 11.08                               |
| Fourth year    | 88.0  | 493.85                                | 13.00                               |

**Table 2 - Other Rates and Allowances**

| Item No. | Clause No. | Brief Description  | Amount \$  |
|----------|------------|--|--|
| 1        | 7.3        | Leading Hand in charge of -<br>3 to 10 employees<br>11 to 20 employees<br>over 20 employees  | 23.75 per week<br>35.80 per week<br>45.45 per week   |
| 2        | 7.4        | Tool Allowances -<br>tradesperson<br>4th year apprentice<br>3rd year apprentice<br>2nd year apprentice<br>1st year apprentice  | 11.60 per week<br>10.25 per week<br>8.60 per week<br>6.35 per week<br>4.85 per week              |
| 3        | 9.3        | Casual Saturday penalties -<br>(i) Up to and including a four-hour engagement -<br>Adult males and females<br>Junior employees<br>(ii) More than a four-hour engagement -<br>Adult males and females<br>Junior employees | 5.00 per engagement<br>3.60 per engagement<br><br>10.10 per<br>engagement<br>5.90 per engagement |
| 4        | 11.1       | Meal Allowance   | 7.10 per occasion  |
| 5        | 12.1       | Bicycle Allowance<br>Motorcycle Allowance  | 9.00 per week<br>28.50 per week  |
| 6        | 12.2       | Car Allowance -<br>Up to and including 2,000cc<br>Over 2,000cc<br>Allowance per kilometre travelled by car   | 95.35 per week<br>113.40 per week<br>0.29 per km   |
| 7        | 12.2       | Occasional use -<br>Up to and including 2,000cc<br>Over 2,000cc  | 0.43 per km<br>0.47 per km   |

3. This variation shall take effect from the beginning of the first pay period to commence on or after 6 September 2004.

D. W. RITCHIE, Commissioner.

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## MISCELLANEOUS WORKERS' - GENERAL SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4165 of 2004)

Before Commissioner Ritchie

2 September 2004

### VARIATION

1. Delete subclause (v) of clause 6, Wages, of the award published 8 December 2000 (320 I.G. 1078), and insert in lieu thereof the following:
  - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
    - (a) any equivalent over-award payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
  
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

| Classification          | Former Rate<br>\$ | SWC 2004<br>\$ | New Rate<br>\$ |
|-------------------------|-------------------|----------------|----------------|
| Tea Attendant - Level 1 | 465.10            | 19.00          | 484.10         |
| Cleaner                 | 483.00            | 19.00          | 502.00         |
| Lift Attendant          | 483.00            | 19.00          | 502.00         |
| Caretaker rel: 92.4%    | 508.35            | 19.00          | 527.35         |

**Table 2 - Allowances**

| Item No. | Clause No. | Brief Description                               | Amount<br>\$   |
|----------|------------|---|----------------|
| 1        | 7(i)       | Leading Hand: 1-5 employees                     | 22.40          |
| 2        | 7(i)       | Leading Hand: 6-10 employees                    | 25.50          |
| 3        | 7(i)       | Leading Hand: 11 or more employees              | 33.10          |
| 4        | 7(ii)      | First-aid Allowance                             | 12.20 per week |
| 5        | 7(ii)      | First-aid Allowance                             | 2.43 per day   |
| 6        | 7(iii)     | Qualification Allowance                         | 14.90 per week |
| 7        | 7(iii)     | Qualification Allowance                         | 2.98 per day   |
| 8        | 7(v)(a)    | Locomotion - Motor cycle or other motor vehicle | 21.10 per week |
| 9        | 7(v)(a)    | Locomotion - Bicycle                            | 1.90 per shift |
| 10       | 7(v)(b)    | Laundry Allowance                               | 1.32 per shift |



|    |          |                                      |                 |
|----|----------|--------------------------------------|-----------------|
| 11 | 8(ii)(a) | Broken Shift                         | 10.45 per shift |
| 12 | 8(ii)(b) | Excess Fares Allowance               | 8.50 per week   |
| 13 | 9(iii)   | Cleaning Windows Height: each window | 0.64            |
| 14 | 9(iv)    | Cleaning from Ladder : each window   | 0.64            |
| 15 | 15(ii)   | Meal Allowance                       | 7.38            |

3. This variation shall take effect from the beginning of the first pay period to commence on or after 13 September 2004 and remain in force for 12 months.

D. W. RITCHIE, Commissioner.

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## CLERICAL AND ADMINISTRATIVE EMPLOYEES, SANKEY AUSTRALIA AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, industrial organisation of employees.

(No. IRC 4985 of 2004)

Before Commissioner Cambridge

3 September 2004

### VARIATION

1. Delete paragraph (b), of subclause (x) of clause 1, Classification Structure and Salaries of the award published 4 September 1998 (306 I.G. 506), and insert in lieu the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (i) any equivalent over award payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclauses (i) and (iii) of Table 1 - Salaries Part B Monetary Rates, and insert in lieu the following:

### PART B

#### MONETARY RATES

**Table 1 Salaries**

- (i) Adults

| Grade | Former<br>Weekly Rate<br>Pre SWC 2004<br>\$ | SWC<br>2004<br>\$ | Weekly<br>Award<br>Rate<br>\$ |
|-------|---|-------------------|-------------------------------|
| 5     | 644.50                                      | 19.00             | 663.50                        |
| 4     | 583.90                                      | 19.00             | 602.90                        |
| 3     | 542.20                                      | 19.00             | 561.20                        |
| 2     | 508.50                                      | 19.00             | 527.50                        |
| 1     | 487.60                                      | 19.00             | 506.60                        |

- (iii) Juniors - The minimum rates of salaries per 38-hour week for junior employees shall be as follows:

- (a) Stenographer, comptometer operator, ledger posting or similar accounting machine operator, data processing machine operator, tabulating machine operator, computer operator, card punch machine operator, verifier operator.

| Age                | Former Weekly Rate<br>\$ | SWC<br>2004<br>% | Weekly Rate<br>\$ |
|--------------------|--------------------------|------------------|-------------------|
| At 17 years of age | 240.75                   | 3.5              | 249.20            |
| At 18 years of age | 296.45                   | 3.5              | 306.85            |
| At 19 years of age | 338.95                   | 3.5              | 350.80            |
| At 20 years of age | 400.25                   | 3.5              | 414.25            |

- (b) All other junior employees -

| Age                | Former Rate<br>Per Week<br>\$ | SWC<br>2004<br>% | Weekly Rate<br>\$ |
|--------------------|-------------------------------|------------------|-------------------|
| Under 17 years     | 188.95                        | 3.5              | 195.55            |
| At 17 years of age | 236.70                        | 3.5              | 245.00            |
| At 18 years of age | 290.00                        | 3.5              | 300.15            |
| At 19 years of age | 328.90                        | 3.5              | 340.40            |
| At 20 years of age | 387.05                        | 3.5              | 400.60            |

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

**Table 2 - Other Rates and Allowances**

| Item No. | Clause No.    | Brief Description   | Amount<br>\$ |
|----------|---------------|---|--------------|
| 1        | 10(1)(a)      | Shift clerks - rotating shifts                                | 42.10        |
| 2        | 10(1)(a)      | Shift clerks - additional shift allowance                     | 27.70        |
| 3        | 10(1)(b)(i)   | Day shift, night shift  | 42.10        |
| 4        | 10(1)(b)(ii)  | Day shift, afternoon shift                                    | 35.60        |
| 5        | 10(1)(b)(iii) | Day shift, day shift, afternoon shift                         | 35.60        |
| 6        | 10(1)(b)(iv)  | Day shift, day shift, night shift                             | 35.60        |
| 7        | 10(1)(c)      | Junior shift clerks   | 42.10        |
| 8        | 10(1)(d)      | Adult shift clerks working only afternoon and/or night shifts | 56.40        |
| 9        | 10(3)         | Afternoon or night shift - other shift system                 | 16.80        |
| 10       | 14(4)(c)(ii)  | Overtime for more than 1 ½ hours - meal allowance             | 9.15         |

4. This variation shall take effect from the first full pay period to commence on or after 5 September 2004.

I. W. CAMBRIDGE, Commissioner.

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

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5363 of 2004)

Before Commissioner McKenna

15 September 2004

**VARIATION**

1. Delete subclause (i) of clause 2, State Wage Case Adjustments, of the award published 30 November 2001 (329 I.G. 1084) and insert in lieu thereof the following:
  - (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
    - (a) any equivalent over-award payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

| Classification                                | Former rate per week<br>\$ | SWC 2004<br>\$ | Total rate per week<br>\$ |
|---|----------------------------|----------------|---------------------------|
| <b>Division A: Production Section</b>         |                            |                |                           |
| Production Assistant                          | 486.90                     | 19.00          | 505.90                    |
| Plant Operator Grade 1                        | 496.40                     | 19.00          | 515.40                    |
| Plant Operator Grade 2                        | 509.50                     | 19.00          | 528.50                    |
| Plant operator Grade 3                        | 528.70                     | 19.00          | 547.70                    |
| <b>Division B: Transport Section</b>          |                            |                |                           |
| Milk Carter on rounds                         | 525.20                     | 19.00          | 544.20                    |
| Relief milk carter                            | 527.70                     | 19.00          | 546.70                    |
| Relief motor wagon driver                     | 534.90                     | 19.00          | 553.90                    |
| Fork lift driver                              | 525.10                     | 19.00          | 544.10                    |
| Tanker driver- 15,911 litres capacity or more | 555.40                     | 19.00          | 574.40                    |
| Tanker driver grader:                         |                            |                |                           |
| Under 15,911 litres capacity                  | 543.40                     | 19.00          | 562.40                    |
| From 15,911 litres capacity                   | 558.30                     | 19.00          | 577.30                    |

|   |  |  |  |
|---|--|--|--|
| Drivers of motor wagons having a manufacturer's gross vehicle |  |  |  |
|---|--|--|--|

|   |        |                   |        |
|---|--------|-------------------|--------|
| mass in tonnes:   |        |                   |        |
| Up to 13,948  | 534.60 | 19.00             | 553.60 |
| Over 13,948 and up to 15,468  | 536.40 | 19.00             | 555.40 |
| Over 15,468 and up to 16,919  | 537.50 | 19.00             | 556.50 |
| Over 16,919 and up to 18,371  | 540.50 | 19.00             | 559.50 |
| Over 18,371 and up to 19,731  | 542.00 | 19.00             | 561.00 |
| Over 19,731 and up to 21,092  | 542.90 | 19.00             | 561.90 |
| Over 21,092 and up to 22,453  | 544.90 | 19.00             | 563.90 |
| The minimum rate of wages for milk carters' assistants and boys on carts:   |        | (+3.5%, SWC 2004) |        |
| Under 18 years of age   | 280.50 | 9.82              | 290.30 |
| At 18 and under 19 years  | 344.15 | 12.05             | 356.20 |
| At 19 and under 20 years  | 381.30 | 13.35             | 394.65 |
| At 20 and under 21 years  | 401.45 | 14.05             | 415.50 |
| The minimum rates of wages for an employee washing and filling bottles and all work in connection therewith and a junior laboratory employee: |        | (+3.5%, SWC 2004) |        |
| Under 18 years of age   | 291.10 | 10.19             | 301.30 |
| At 18 and under 19 years  | 335.30 | 11.74             | 347.05 |
| At 19 and under 20 years  | 384.90 | 13.47             | 398.35 |
| At 20 and under 21 years  | 430.90 | 15.08             | 446.00 |

Table 2 - Other Rates and Allowances

| Item No. | Clause No. | Brief Description   | New Amount per week (+3.5% SWC 2004 for work-related allowances)<br>\$ |
|----------|------------|---|--|
| 1        | 6(i)       | For drivers where the semi-trailer has:<br>A single axle<br>Two axles<br>More than two axles  | 31.40<br>38.60<br>45.05  |
| 2        | 6(iv)      | Leading Hands:<br>In charge of more than 2 but not more than 10 employees<br>In charge of more than 10 employees  | 19.25<br>24.55   |
| 3        | 6(v)       | Charge Hands  | 5.30 per day   |
| 4        | 6(vii)     | First-aid allowance   | 12.20  |
| 5        | 6(viii)    | Forklift drivers engaged in the loading and/or unloading of trailers  | 6.60 per week  |
| 6        | 6(ix)      | Any employee in a Production Section classification required to move Vendors' vehicles  | 2.70 per day   |
| 7        | 6(x)       | Any employee in a Production Section who possesses a TAFE Advanced Certificate or Associate Diploma   | 16.25  |
| 8        | 6(xi)      | Employees of Dairy Farmers Co-operative Ltd working in Cargon Vendor Distribution Depots in cold temperatures between 1 degree celsius and 7 degrees celsius                  | 0.45 per hour  |
| 9        | 6(xii)     | Employees of Dairy Farmers Co-Operative Ltd working their entire shift within a fully enclosed refrigerated warehouse or depot where temperatures are below 5 degrees celsius | 0.45 per hour  |
| 10       | 8(i)       | Shift Allowance:<br>(a) morning shift   | 8.60   |

|    |           |  |            |
|----|-----------|--|------------|
|    |           | (b) afternoon shift                                    | 11.30      |
|    |           | (c) night shift  | 14.30      |
|    |           | (d) permanent afternoon shift or permanent night shift | 3.05 extra |
| 11 | 11(ii)(b) | Overtime - meal allowance                              | 9.35       |
| 12 | 18(iii)   | Laundry Allowance                                      | 5.20       |

3. This variation shall take effect from the first full pay period to commence on or after 24 September 2004.

D. S. McKENNA, Commissioner.

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## BUILDING AND CONSTRUCTION INDUSTRY (STATE) AWARD

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , industrial organisation of employees.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

### VARIATION

1. Delete paragraph (a) of subclause 18.1 of 18, Classifications and Wage Rates, of the award published 31 August 2001 (327 I.G. 279), and insert in lieu thereof the following:

- (a) Wage Rates - New Classification Structure

Subject to subclause (c) of this clause, the following amounts shall be applied where appropriate for the purposes of the calculation of the hourly rate under 18.3 of this award.

| Classification                       | Weekly Rate | Relativity<br>\$ |
|--------------------------------------|-------------|------------------|
| Construction Worker Level 8 (CW8)    | 665.60      | 125              |
| Construction Worker Level 7 (CW7)    | 642.70      | 120              |
| Construction Worker Level 6 (CW6)    | 621.90      | 115              |
| Construction Worker Level 5 (CW5)    | 603.00      | 110              |
| Construction Worker Level 4 (CW4)    | 582.20      | 105              |
| Construction Worker Level 3 (CW3)    | 561.30      | 100              |
| Construction Worker Level 2 (CW2)    | 542.60      | 96               |
| Construction Worker Level 1 (CW1(d)) | 529.20      | 92.4             |
| Construction Worker Level 1 (CW1(c)) | 517.60      | 90               |
| Construction Worker Level 1 (CW1(b)) | 509.20      | 88               |
| Construction Worker Level 1 (CW1(a)) | 496.70      | 85               |

| Old Wage Group   | New Wage Group | 2nd instalment at time of SWC increase inclusive of tool allowance increase operative 11/09/04 | Hourly Rate on completion of phase-in* (11/12/04) |
|--|----------------|--|---|
|  | \$             | \$   | \$  |
| Carpenter Diver  | CW8            | 24.53  | 24.53   |
| Foreperson (as defined)  | CW8            | 21.50  | 21.50   |
| Sub Foreperson   | CW7            | 20.31  | 20.31   |
| Carver   | CW5            | 17.76  | 17.76   |
| Special Class Tradesperson (Carpenter and/or Joiner, Stonemason) | CW5            | 17.56  | 17.76   |
| Special Class Tradesperson (Plasterer)                           | CW5            | 17.46  | 17.66   |
| Special Class Tradesperson (Bricklayer)                          | CW5            | 17.38  | 17.58   |

|  |  |  |  |
|--|--|--|--|
| Marker or Setter Out (Artificial Stoneworker, Stonemason, Bridge and |  |  |  |
|--|--|--|--|

|   |        |       |       |
|---|--------|-------|-------|
| Wharf Carpenter, Carpenter and/or Joiner, Marble and Slateworker)   | CW4    | 17.20 | 17.20 |
| Marker or Setter Out (Caster, Fixer, Floorlayer Specialist, Plasterer )   | CW4    | 17.09 | 17.09 |
| Marker or Setter Out (Bricklayer, Tilelayer, Hard Floor Coverer)  | CW4    | 17.02 | 17.02 |
| Marker or Setter Out (Roof Tiler, Slate Ridger or Roof Fixer)   | CW4    | 16.90 | 16.90 |
| Marker or Setter Out (Painter)  | CW4    | 16.73 | 16.73 |
| Letter Cutter   | CW4    | 17.20 | 17.20 |
| Signwriter  | CW4    | 16.73 | 16.73 |
| Artificial Stoneworker, Carpenter and/or Joiner, Bridge and Wharf Carpenter, Marble and Slate Worker, Stonemason,   | CW3    | 16.63 | 16.63 |
| Caster, Fixer, Floorlayer Specialist, Plasterer   | CW3    | 16.52 | 16.52 |
| Bricklayer, Tilelayer   | CW3    | 16.45 | 16.45 |
| Roof Tiler, Slate Ridger, Roof Fixer  | CW3    | 16.34 | 16.34 |
| Painter   | CW3    | 16.16 | 16.16 |
| Shophand  | CW3    | 16.02 | 16.02 |
| Quarryworker  | CW3    | 16.02 | 16.02 |
| Labourer (1) - Rigger, Dogger   | CW3    | 16.02 | 16.02 |
| Machinist   | CW3    | 15.85 | 16.02 |
| Labourer (2) - Scaffolder (as defined), Powder Monkey, Hoist or Winch Driver, Foundation Shaftworker (as defined), Steel Fixer including Tack Welder, Concrete Finisher (as defined)  | CW2    | 15.51 | 15.51 |
| Labourer (3) - Trades labourer, Jack Hammerman, Mixer Driver (concrete), Gantry Hand or Crane Hand, Crane Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater (as defined), Roof Layer (malthoid or similar material), Dump Cart Operator, Concrete Formwork stripper, Mobile Concrete Pump Hoseman or Line Hand | CW1(d) | 15.14 | 15.14 |
| Plasterer's Assistant   | CW1(d) | 15.14 | 15.14 |
| Terrazzo Assistant  | CW1(d) | 15.14 | 15.14 |
| Labourer (4) - Builders<br>Labourer other than as   |        |       |       |



|                   |        |       |       |
|-------------------|--------|-------|-------|
| specified herein) | CW1(c) | 14.68 | 14.83 |
|-------------------|--------|-------|-------|

2. Delete paragraph (a) of subclause 24.3 of clause 24, Allowances, and insert in lieu thereof the following:

24.3 Tool Allowance

- (a) A tool allowance shall be paid for all purposes of the Award to tradesperson and apprentices in their respective trades in accordance with the following table:

| Trade  | Tool Allowance<br>\$ |
|--|----------------------|
| Artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, letter cutter, marble and slate worker, stonemason | 22.70                |
| Caster, fixer, floorlayer specialist, plasterer  | 18.70                |
| Bricklayer, Tilelayer, Hard Floor Coverer  | 16.00                |
| Rooftiler, slater, ridger or roof fixer  | 11.80                |
| Signwriter, painter  | 5.50                 |

3. Delete the amount of "\$62.60" appearing in paragraph (a) and (c) of subclause 24.4 of the said clause 24, and insert in lieu thereof the following amount of "\$64.20."
4. Delete the amount of "\$3.10" appearing in paragraph (c) of subclause 24.4 of the said clause 24, and insert in lieu thereof the following amount of "\$3.20."
5. Delete the amount of \$9.90 in appearing subclause 24.6 of the said clause 24 and replace it with the following amount: \$10.20.
6. Delete the amount of \$1,283.00 appearing subparagraph (a) of paragraph 24.7.2 of subclause 24.7 of the said clause 24 and replace it with the following amount: \$1,315.00.
7. Delete subclause 37.12 of clause 37, Living Away from Home - Distant Work, and insert in lieu thereof the following:

37.12 Table of Allowances

| Item. No | Clause. No   | Description   | Amount \$    |
|----------|--------------|---|--------------|
| 1        | 37.3(b)      | Living away from home weekly rate   | 348.10       |
| 2        | 37.3         | Living away from home daily rate  | 49.80 p/d    |
| 3        | 37.4(a)(iii) | Meals while travelling  | 10.20 p/meal |
| 4        | 37.4         | Return journey  | 16.60        |
| 5        | 37.6         | Returning to usual place of residence for a weekend while on distant work apprentices and Builders' Labourers | 28.00        |
| 6        | 37.7(a)      | Weekly camping rate   | 139.90 p/w   |
| 7        | 37.7(b)      | Daily camping rate  | 20.10 p/d    |

8. Delete subclause 38.12 of clause 38, Fares And Travel Patterns Allowance, and insert in lieu thereof the following:

## 38.12 Table of Fares and Travel Patterns Allowances

| Item No. | Clause No. | Description                                   | Amount \$ |
|----------|------------|---|-----------|
| 1        | 38.1.1(a)  | Fares within the counties                     | 13.80p/d  |
| 2        | 38.1.1(b)  | Fares within a 50 kilometre radius            | 13.80 p/d |
| 3        | 38.4.1(b)  | Use of own vehicle outside radial ares        | 0.40 p/km |
| 4        | 38.8.2     | Use of own vehicle transferring between sites | 0.75 p/km |
| 5        | 38.11.1    | Apprentices fares                             |           |
|          |            | 1st year                                      | 12.90 p/d |
|          |            | 2nd year                                      | 13.30 p/d |
|          |            | 3rd year                                      | 13.40 p/d |
|          |            | 4th year                                      | 13.60 p/d |

9. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2004.

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

Printed by the authority of the Industrial Registrar.

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 16 November 2001 (329 I.G. 577), and insert in lieu thereof the following:

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

|  | Base Rate<br>\$ | Supplementary<br>payment<br>\$ | SWC<br>Adjustments<br>\$ | Tool<br>Allowance<br>\$ | Ordinary<br>Weekly Rate<br>\$ |
|--|-----------------|--------------------------------|--------------------------|-------------------------|-------------------------------|
| Carpenters & Joiners   | 367.30          | 38.20                          | 136.00                   | 22.70                   | 564.20                        |
| Bricklayers  | 367.30          | 38.20                          | 134.00                   | 16.00                   | 555.50                        |
| Plumbers including: Gasfitters & Drainers                        | 369.60          | 38.00                          | 136.00                   | 22.70                   | n/a                           |
| Painters, Including: Signwriters Marblers, Grainers & Artworkers | 367.30          | 38.00                          | 136.00                   | 5.50                    | n/a                           |

**Builders Labourer**

| Classification   | Previous Ordinary<br>Weekly Rate | SWC Adjustment<br>2001 -2004 | Current<br>Ordinary<br>Weekly Rate |
|--|----------------------------------|------------------------------|------------------------------------|
| 1. Rigger, Dogger  | 431.40                           | 67.00                        | 498.40                             |
| 2. Scaffolder (as defined), powder monkey hoist or winch driver, foundation shaftperson (as defined), concrete finisher (as defined), steel fixer including tack welder  | 420.20                           | 67.00                        | 487.20                             |
| 3. Bricklayer's labourer, plasterer's labourer, assistant rigger (as defined), assistant powder monkey (as defined) demolition work (after 3 months experience) gear hand, pile driver (concrete), hammerperson, mixer driver (concrete), steel erector, aluminium alloy structural erectors, (whether pre-fabricated or otherwise), gantry hand or crane hand, crane chaser, cement gun |                                  |                              |                                    |

|  |        |       |        |
|--|--------|-------|--------|
| operator, concrete cutting or drilling machine operator, concrete gang including concrete floater (as defined), roof layer (malthoid or similar material) dump cart operator, under pinner, steel or bar bender to pattern or plan, concrete formwork stripper | 408.00 | 67.00 | 475.00 |
| 4. Builder's labourer employed on work other than that specified in (1) to (3) hereof  | 384.20 | 67.00 | 451.20 |

## Apprentices

## Carpenters/Joiners/Bricklayers/Painters

|          | Indentured | Trainees |
|----------|------------|----------|
| 1st Year | 187.40     | 210.10   |
| 2nd Year | 274.00     | 307.50   |
| 3rd Year | 362.80     | 398.60   |
| 4th Year | 424.20     | 447.80   |

## Plumbers

|          |        |        |
|----------|--------|--------|
| 1st Year | 189.10 | 213.60 |
| 2nd Year | 276.40 | 310.70 |
| 3rd Year | 364.10 | 401.80 |
| 4th Year | 428.30 | 452.10 |

Table 2 - Allowances

| Item          | Clause            | Description                              | Amount \$      |
|---------------|-------------------|--|----------------|
| 1             | 16.1              | Tool Allowance                           | 22.70 per week |
|               | 16.1              | Carpenter/Joiner                         | 16.00 per week |
|               | 16.2              | Bricklayer                               | 22.70 per week |
|               | 16.3              | Plumber                                  | 5.50 per week  |
|               | 16.4              | Painter                                  | 0.50 per hour  |
|               |                   | Plumber - Registration Allowance         |                |
| 2             | 16.2.2            | Adjustments<br>Ships Plumber             | 0.24 per hour  |
|               | 16.2.3            | Drainer (amount to be deducted)          | 0.05 per hour  |
|               | 16.3.2            | Signwriter                               | 0.38 per hour  |
|               | 16.3.3            | Marbler and Grainer                      | 0.38 per hour  |
|               | 16.3.4            | Ship Painter                             | 0.31 per hour  |
|               | 16.3.5            | Casual Ships Painter                     | 12.07 per day  |
|               | 16.3.6            | Signwriter, Grainer, Gilder on Ship work | 0.66 per hour  |
|               | 16.3.7(a)         | Artworker Grade 2                        | 0.37 per hour  |
| 16.3.7(b)     | Artworker Grade 1 | 0.68 per hour                            |                |
| All Employees |                   |  |                |
| 3             | 17.2.1            | Insulation                               | 0.59 per hour  |
| 4             | 17.2.2            | Hot Work                                 |                |
|               |                   | between 46 and 54 degrees                | 0.48 per hour  |
|               |                   | exceeding 54 degrees                     | 0.59 per hour  |
| 5             | 17.2.3            | Cold Work                                | 0.48 per hour  |
| 6             | 17.2.4            | Confined Spaces                          | 0.59 per hour  |
| 7             | 17.2.5            | Swing Scaffold                           |                |
|               |                   | first four hours                         | 3.45           |
|               |                   | every hour after                         | 0.67 per hour  |

|   |                             |  |   |
|---|-----------------------------|--|---|
| 8   | 17.2.6                      | Wet Work   | 0.48 per hour   |
| 9   | 17.2.7                      | Dirty Work   | 0.48 per hour   |
| 10  | 17.2.8                      | Towers Allowance<br>above 15 meters in height<br>each additional 15 meters   | 0.48 per hour<br>0.48 per hour  |
| 11  | 17.2.9                      | Toxic Substances<br>preparation and application<br>when air conditioning plant not operating<br>Close Proximity to employees so engaged  | 0.59 per hour<br>0.38 per hour<br>0.48 per hour   |
| 12  | 17.2.11                     | Computing Quantities<br>All Trades except Plumbers<br>Plumbers   | 3.45 per day<br>0.48 per hour   |
| 13  | 17.2.12                     | Asbestos Eradication   | 1.59 per hour   |
| Carpenters, Joiners and Bricklayers Only      |                             |  |   |
| 14  | 17.3.1                      | Roof Work  | 0.59 per hour   |
| 15  | 17.3.2                      | Ship Repair  | 11.57 per week  |
| 16  | 17.3.3                      | Second Hand Timber   | 1.87 per day  |
| 17  | 17.3.4                      | Acid Work  | 1.26 per hour   |
| 18  | 17.3.5                      | Cleaning Down Brick Work   | 0.43 per hour   |
| 19  | 17.3.6                      | Bagging  | 0.43 per hour   |
| 20  | 17.3.7                      | Brick Cutting Machine  | 0.59 per hour   |
| 21  | 17.3.8                      | Heavy Blocks<br>weighting over 5.5 kg and under 9 kg<br>weighting over 9 kg and under 18 kg<br>weighting over 18 kg  | 0.48 per hour<br>0.86 per hour<br>1.21 per hour   |
| Carpenters, Joiners, Bricklayers and Painters |                             |  |   |
| 22  | 17.4.1                      | Tunnel and Shaft   | 0.59 per hour   |
| 23  | 17.4.2                      | Furnace Work   | 1.26 per hour   |
| 24  | 17.4.3                      | Explosive Power Tools  | 1.13 per hour   |
| Plumbers Only                                 |                             |  |   |
| 25  | 17.5.1                      | Chokages   | 5.43 per day  |
| 26  | 17.5.2                      | WC's Urinals   | 0.59 per hour   |
| 27  | 17.5.3                      | Height Work  | 0.48 per hour   |
| 28  | 17.5.4                      | Lead Burner<br>Lead Burner in Chemical Works<br>Oxyacetylene or Electric Welding Certificate<br>Welding in Compliance with AS4041-1998<br><br>Welding other than under 17.5.4(c)           | 0.60 per hour<br>0.80 per hour<br>0.43 per hour<br>0.62 per hour<br>Min per day \$4.83<br>0.12 per hour |
| 29  | 17.5.5                      | Using or in close proximity to Asbestos  | 0.59 per hour   |
| 30  | 17.5.6                      | Slaughter Yards  | 1.13 per hour   |
| 31  | 17.5.7                      | Roof Work  | 0.66 per hour   |
| 32  | 17.5.8                      | Use of Licences<br>Plumber's Licence<br>Gasfitter's Licence<br>Drainer's Licence<br>Plumber's and Drainer's Licence<br>Plumber's and Gasfitter's Licence<br>Gasfitter and Drainers Licence | 0.73 per hour<br>0.73 per hour<br>0.63 per hour<br>0.98 per hour<br>0.98 per hour<br>1.36 per hour      |
| 33  | 17.5.9<br>(a)<br>(b)<br>(c) | District Allowance   | 0.78 per hour<br>1.26 per hour<br>1.26 per hour   |
| Ship Plumbers                                 |                             |  |   |
| 34  | 17.6.1                      | Ballast and Oil Tanks  | 0.59 per hour   |
| 34  | 17.6.2                      | Bilges   | 0.43 per hour   |
| 38  | 17.6.3                      | Diesel Engines   | 0.43 per hour   |

| Painters           |                |  |  |
|--------------------|----------------|--|--|
| 37                 | 17.7.2         | Height Work  | 0.43 per hour  |
| 38                 | 17.7.3         | Use of Rigging or Scaffold Certificate   | 0.48 per hour  |
| 39                 | 17.7.4         | Spray Allowance  | 0.48 per hour  |
| 40                 | 17.7.5         | Power Tools  | 0.48 per hour  |
| Builders Labourers |                |  |  |
| 41                 | 16.4.2         | Builders Labourer engaged on maintenance   | 12.53 per week   |
|                    | 16.4.3         | Builders Labourer other than on maintenance  | 8.40 per week  |
| 42                 | 17.8.1         | Work on Acid Resistant Brick Work  | 0.45 per hour  |
|                    | 17.8.2         | Boilers, furnaces, Kilns, etc  | 0.45 per hour  |
| 43                 | 17.9.1         | Apprentices use of Rigging or Scaffold Certificate   | 0.48 per hour  |
| 44                 | 18             | Leading Hand<br>Carpenters and Bricklayers<br>In charge of:<br>not more than 1 person<br>more than 2 but not more than 5 persons<br>more than 5 but not more than 10 persons<br>more than 10 persons | 13.50 per week<br>29.70 per week<br>37.90 per week<br>50.50 per week |
|                    |                | Plumbers<br>In charge of:<br>up to 2 journeymen<br>3 to 5 journeymen<br>5 to 10 journeymen<br>over 10 journeymen   | 0.64 per hour<br>0.77 per hour<br>0.98 per hour<br>1.26 per hour     |
|                    |                | Painters<br>In charge of:<br>1 to 5 journeymen (and/or apprentices)<br>6 to 15 journeymen (and/or apprentices)<br>more than 15 journeymen (and/or apprentices)                                       | 5.95 per day<br>7.43 per day<br>10.16 per day                        |
|                    |                | Builders' Labourers:<br>In charge of<br>not less than 2 nor more than 5 persons<br>not less than 5 nor more than 10 persons<br>more than 10 persons  | 24.60 per week<br>30.80 per week<br>41.60 per week                   |
| 45                 | 20.3.2         | Ships Work - Special Places  | 0.43 per hour  |
| 46                 | 20.3.3         | Insulations with granulated cork   | 0.43 per hour  |
| 47                 | 20.4           | Removal Bitumous Compounds   | 0.43 per hour  |
| 48                 |                | Industry Allowance   | 21.10 per week   |
| 49                 | 15.2           | Overtime Meal Allowance  | 10.20 per meal   |
| 50                 | 22.3.1(b)      | Living Away from Home - Weekly   | 348.10 per week  |
| 51                 | 22.3.1(c)      | Living Away from Home - Daily  | 49.80 per day  |
| 52                 | 22.4.1(a)(iii) | Travel Expenses - Meal   | 10.20 per meal   |
|                    | 22.4.1(b)(i)   | Return Journey   | 16.60 per occasion   |
| 54                 | 22.6.5         | Weekend Return Home  | 28.00 per occasion   |
| 55                 | 24.1.1         | First Aid Allowance  | 2.03 per day   |
| 56                 | 26.2.1         | Loss of Tools and Clothing   | 1315.00  |

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2004.

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

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(354)

**SERIAL C3364**

**GLASS WORKERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 20 April 2001 (324 I.G. 84) and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

## Work Related Allowances

1. Call Out and Availability Allowance (Clause 10)
  - (i) \$19.70
  - (ii) \$66.70
  - (iii) \$74.90
  - (iv) \$83.20
2. Leading Hand (Clause 51)
 

|       |                          |        |
|-------|--------------------------|--------|
| (i)   | 2 and up to 5 employees  | \$4.96 |
| (ii)  | 5 and up to 10 employees | \$6.23 |
| (iii) | more than 10 employees   | \$8.35 |
3. Construction Work (Clause 15)
 

|      |          |         |
|------|----------|---------|
| (i)  | per day  | \$4.20  |
| (ii) | per week | \$21.00 |
4. Special Loading \$78.83 (Clause 51)

## Expense Related Allowances

5. Meal Allowance (Clause 29)
  - (i) \$10.80
  - (ii) \$10.80
6. Country Work (Clause 17)
  - (i) \$13.60
  - (ii) \$61.20
  - (iii) \$17.10
7. Compensation for Clothes & Tools (Clause 14)
 

\$1,315.00
8. Tool Allowance (Clause 49)



- (i) \$5.50 per week
- (ii) \$5.50 per week

9. Car Allowance per km (Clause 11)

\$0.75

10. First Aid Allowance (Clause 20)

\$2.17 per day

General Conditions (Clause 21)

11. Work at Height (Clause 21(1))

- (i) \$2.78
- (ii) \$2.78
- (iii) \$4.97
- (iv) \$9.37
- (v) \$3.18
- (vi) \$2.78
- (vii) \$2.43
- (viii) \$4.97
- (ix) \$9.37

12. Multi-storey Allowance (Clause 21(2))

- (i) \$0.36
- (ii) \$0.43
- (iii) \$0.67
- (iv) \$0.87
- (v) \$1.08

13. General (clause 21(3))

- (i) \$0.45
- (ii) \$0.55
- (iii) \$0.45 between 46°C and 54°C/\$0.55 exceeding 54°C
- (iv) \$0.45
- (v) \$0.55
- (vi) \$0.45

14. Collecting Monies (clause 21(3))

- (i) \$7.25

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2004

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

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(046)

**SERIAL C3365**

**JOINERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 26 October 2001 (328 I.G. 1142) and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

| Item No. | Clause No.   | Brief Description  | Amount \$   |
|----------|--------------|--|---|
| 1.       | 9.4          | Leading Hands<br>In charge of not more than 1 person<br>In charge of 2 and not more than 5 persons<br>In charge of 6 and not more than 10 persons<br>In charge of more than 10 persons | 13.50 per week<br>29.70 per week<br>37.90 per week<br>50.50 per week                                    |
| 2.       | 17.          | Industry Allowance   | 21.10 per week  |
| 3.       | 18.1         | Tool Allowance:<br>Carpenter and/or Joiner, Shopfitter or Shopfitter and Joiner<br>Carpenter and Joiner<br>Joiner Special Class<br>Joiner - Setter Out<br>Joiner<br>Assembler A        | 22.70 per week<br>22.70 per week<br>22.70 per week<br>22.70 per week<br>22.70 per week<br>6.70 per week |
| 4.       | 18.1         | Shopfitter and/or Joiner Apprentices:<br>Tool Allowance  | 22.70 per week  |
| 5.       | 20.1(a)      | Handling insulating material or working in its immediate vicinity.   | 0.59 per hour   |
| 6.       | 20.1(b)      | Working where temperature raised by artificial means to between 46 and 54 degrees Celsius<br>Exceeding 54 degrees Celsius  | 0.48 per hour<br>0.59 per hour  |
| 7.       | 20.1(c)      | Working where temperature is reduced by artificial means to below 0 degrees Celsius  | 0.48 per hour   |
| 8.       | 20.1(d)      | Working in a confined space  | 0.59 per hour   |
| 9.       | 20.1(e)      | Engaged in unusually dirty work  | 0.48 per hour   |
| 10.      | 20.1(f)      | Whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter.   | 1.87 per day  |
| 11.      | 20.1(g)      | Required to compute or estimate quantities of materials in respect to work performed by other employees  | 3.45 per day  |
| 12.      | 20.1(i)      | Using an explosive-powered tool  | 1.13 per day  |
| 13.      | 20.1(j)(iii) | Using toxic substances or like materials<br>Working in close proximity to employees so engaged   | 0.59 per hour<br>0.48 per hour  |
| 14.      | 20.1(k)      | Using materials containing asbestos or working in close proximity to employees using such materials  | 0.59 per hour   |
| 15.      | 20.1(l)      | If a grindstone or wheel is not made available, the employer shall pay each joiner   | 5.07 per week   |
| 16.      | 20.1(m)(iii) | Engaged in asbestos eradication  | 1.60 per hour   |
| 17.      | 27           | Meal allowance after working one and a half hours overtime.  | 10.20   |
| 18.      | 39.1         | First Aid  |   |

|     |         |   |              |
|-----|---------|---|--------------|
|     |         | Minimum qualifications  | 2.03 per day |
| 19. | 41.2(a) | Maximum amount of reimbursement for loss of tools or clothes. | 1,315.00     |

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September, 2004.

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

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Printed by the authority of the Industrial Registrar.

**GOVERNMENT RAILWAYS (BUILDING TRADES CONSTRUCTION  
STAFF) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

**VARIATION**

1. Delete the amount of \$9.90 appearing in subclause (iii) of clause 5, Overtime, of the award published 14 June 2002 (334 I.G. 483), and replace it with the following amount: \$10.20
2. Delete subclause (i) of clause 6, Rates of Wages, Tools and Special Allowances, and insert in lieu thereof the following:

**6. Rates of Wages, Tools and Special Allowances**

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of wages per week:

| Classification                             | Base*<br>rate<br>per wk<br>\$ | Tool<br>Allowanc<br>e<br>per wk<br>\$ | Special<br>Allowanc<br>e<br>per wk<br>\$ | Additional<br>loading<br>per wk<br>\$ | Tradesmens'<br>Allowance<br>per wk<br>\$ | SWC<br>2000-<br>2004<br>\$ | Total<br>per wk<br>\$ |
|--|-------------------------------|---------------------------------------|--|---------------------------------------|--|----------------------------|-----------------------|
| Bricklayer                                 | 366.00                        | 16.00                                 | 12.88                                    | 59.87                                 | 16.25                                    | 82.00                      | 553.00                |
| Bridge<br>Carpenter                        | 366.00                        | 22.70                                 | 12.88                                    | 59.87                                 | 16.25                                    | 82.00                      | 559.70                |
| Carpenter and<br>joiner                    | 366.00                        | 22.70                                 | 12.88                                    | 59.87                                 | 16.25                                    | 82.00                      | 559.70                |
| Painter                                    | 366.00                        | 5.50                                  | 12.88                                    | 59.87                                 | 16.25                                    | 82.00                      | 542.50                |
| Signwriter                                 | 375.80                        | 5.50                                  | 12.88                                    | 59.87                                 | 16.25                                    | 82.00                      | 552.30                |
| Plaster and<br>Fibrous<br>Plaster<br>Fixer | 366.00                        | 18.70                                 | 12.88                                    | 59.87                                 | 16.25                                    | 82.00                      | 555.70                |
| Plumber and<br>Gasfitter                   | 369.10                        | 22.70                                 | 12.88                                    | 59.87                                 | 16.25                                    | 84.00                      | 564.80                |

\* Please note the base rate includes the now deleted basic wage component of \$121.40

Provided that the amount shown as additional loading comprehends consideration for over award payments.

3. Delete the amount of "\$338.60" appearing in subclause (v) of clause 12, Distant Jobs, and insert in lieu thereof the following amount "\$348.10."
4. Delete the amount of "\$9.90" appearing in subclause (viii) of the said clause 12, and insert in lieu thereof the following amount "\$10.20."
5. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September, 2004.

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

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(358)

**SERIAL C3367**

**GOVERNMENT RAILWAYS (BUILDING TRADES MAINTENANCE  
STAFF) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

**VARIATION**

1. Delete the amount of \$9.90 appearing in subclause (vi) of clause 4, Overtime, of the award published 14 June 2002 (334 I.G.465), and replace it with the following amount: \$10.20.
2. Delete subclause (i) of clause 5, Rates of Wages, Tool and Special Allowances, and insert in lieu thereof the following:

**5. Rates of Wages, Tool and Special Allowances**

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of Wages per week:

| Classification                          | Base*<br>rate<br>per wk<br>\$ | Tool<br>Allowance<br>per wk<br>\$ | Special<br>Allowance<br>per wk<br>\$ | Additional<br>loading<br>per wk<br>\$ | Tradesmens'<br>Allowance<br>per wk<br>\$ | SWC<br>2000-<br>2004<br>\$ | Total<br>per wk<br>\$ |
|---|-------------------------------|-----------------------------------|--------------------------------------|---------------------------------------|--|----------------------------|-----------------------|
| Bricklayer                              | 366.00                        | 16.00                             | 12.88                                | 59.87                                 | 16.25                                    | 82.00                      | 553.00                |
| Bridge<br>Carpenter                     | 366.00                        | 22.70                             | 12.88                                | 59.87                                 | 16.25                                    | 82.00                      | 559.70                |
| Carpenter and<br>joiner                 | 366.00                        | 22.70                             | 12.88                                | 59.87                                 | 16.25                                    | 82.00                      | 559.70                |
| Painter                                 | 366.00                        | 5.50                              | 12.88                                | 59.87                                 | 16.25                                    | 82.00                      | 542.50                |
| Signwriter                              | 375.80                        | 5.50                              | 12.88                                | 59.87                                 | 16.25                                    | 82.00                      | 552.30                |
| Plaster and<br>Fibrous Plaster<br>Fixer | 366.00                        | 18.70                             | 12.88                                | 59.87                                 | 16.25                                    | 82.00                      | 555.70                |
| Plumber and<br>Gasfitter                | 369.10                        | 22.70                             | 12.88                                | 59.87                                 | 16.25                                    | 84.00                      | 564.80                |

\* Please note the base rate includes the now deleted basic wage component of \$121.40

Provided that the amount shown as additional loading comprehends consideration for over award payments.

3. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2004.

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

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(534)

**SERIAL C3368**

**PLANT, &c., OPERATORS ON CONSTRUCTION (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

**VARIATION**

1. Delete Table 2 - Other Rates and Allowances of Part B - Monetary Rates, of the award published 16 November 2001 (329 I.G. 625), and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

| Item | Clause        | Brief Description   | Amount   |
|------|---------------|---|--|
| 1    | 5(5)(i)       | Operator in charge of plant   | 13.22 per week                                     |
| 2    | 5(5)(ii)(a)   | Industry allowance  | 21.10 per week                                     |
| 4    | 5(5)(iii)     | Employees engaged in waste disposal depots  | 0.98 per hour                                      |
| 5    | 5(5)(iv)      | Leading hands -<br>In charge of more than 2 and up to 5 employees<br>In charge of more than 5 and up to 10 employees<br>In charge of more than 10 employees | 18.60 per week<br>26.30 per week<br>33.50 per week |
| 6    | 5(5)(v)       | Special Allowance - Employees within A.I. & S, Port Kembla  | 0.75 per hour                                      |
| 7    | 5(5)(vi)      | Employees involved in road construction work in the Illawarra region near coal wash   | 0.48 per hour                                      |
| 8    | 14(ii)        | Meal Allowance<br>each subsequent meal  | 10.20 per meal<br>8.40 per meal                    |
| 9    | 5(2)          | Floating/Mobile/other cranes for every 5 tonnes in excess of 20 tonnes  | 1.73   |
| 10   | 31(i)(a)      | Excess Fares<br>Small Fares   | 13.80 per day<br>5.30 per day                      |
| 11   | 31(i)(b)      | Travel Pattern Loading  | 7.25 per week                                      |
| 12   | 31(iv)(a)     | Travel in excess of 40 kilometres from the depot  | 0.75 per km  |
|      |               | Minimum Payment   | 13.80 per day                                      |
|      | 31(iv)(b)     | Use of Own Vehicle  | 0.75 per km  |
|      | 31(iv)(c)     | Road Escort - Own Vehicle   | 0.75 per km  |
|      | 31(iv)(d)     | Transfer - One job to another Own Vehicle   | 0.75 per km  |
| 13   | 31(v)         | Carrying of Fuels Oils and/or grease  | 7.97 per day                                       |
| 14   |               | Country Work Allowance  |  |
|      | 33(iii)(a)    | Unbroken Week   | 348.10 per week                                    |
|      | 33(iii)(b)    | Broken Week   | 49.80 per day                                      |
| 15   | 33(iii)(c)(i) | Travel Allowance - Weekend Return   | 28.00 per occasion                                 |
| 16   | 33(v)         | Meal Allowance whilst travelling  | 10.20 per meal                                     |
| 17   | 34(xv)(a)     | Camping Area - Weekend return   | 28.00 per occasion                                 |
| 18   | 35(ii)        | Caravan Allowance   |  |
|      |               | Unbroken Week   | 162.50 per week                                    |
|      |               | Broken Week   | 23.20 per day                                      |
| 19   | 37(i)         | Employees working in the west and north districts of the State  | 0.77 per day                                       |
| 20   | 37(ii)        | Employees working in the western districts of the State<br>Employees working in the southern districts of the State   | 1.27 per day<br>1.27 per day                       |



|    |                |                               |               |
|----|----------------|-------------------------------|---------------|
| 21 | 38(x)(c)(v)(A) | First-Aid Allowance           | 2.03 per day  |
| 22 | 38(x)(c)(v)(B) | First-Aid Allowance           | 3.19 per day  |
| 22 | 38(ix)(d)      | Employee engaged in lime work | 0.34 per hour |

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September, 2004.

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

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## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

**VARIATION**

1. Delete Table 2 - Other Rates and Allowances of Part B, Monetary Rates, of the award published 26 October 2001 (328 I.G. 1275), and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

| Item No. | Clause No.       | Brief Description  | Amount<br>\$  |
|----------|------------------|--|---|
| 1.       | 8(iii)           | Overtime meal allowance  | 10.20 per meal  |
| 2.       | 8 (iii) (a)      | Meal interval  | 10.20 per meal  |
| 3.       | 10A(i)           | Travel Allowance   | 12.80 per day   |
| 4.       | 10A(ii)          | Travel within 50 klm from depot  | 12.80 per day   |
| 6.       | 10 D (i)(b)      | Excess travel  | 0.38 cents per klm  |
| 5.       | 10I(ii)          | Transfer of work sites   | 0.71 cents per klm  |
| 7.       | 10M              | Travelling time allowance  | 8.85 per week   |
| 8.       | 11 (iii) (b)     | Living away from home weekly rate  | 348.10 per week   |
| 9.       | 11 (iii) (b)     | Living away from home daily rate   | 49.80 per day   |
| 10.      | 11 (v) (c) (iii) | Meals while travelling   | 10.20 p/meal  |
| 11.      | 11 (vi)          | Return journey   | 16.60   |
| 12.      | 11 (xi) (b)      | Weekly camping rate  | 139.40 per week   |
| 13.      | 11 (xi) (b)      | Daily camping rate   | 20.00 per day   |
| 14.      | 12A              | Industry Allowance   | 21.10 per week  |
| 15.      | 12B              | Multi Storey Allowance -<br>From 4th floor level to 10th floor level<br>From 11th floor level to 15th floor level<br>From 16th floor level to 20th floor level<br>From 21st floor level to 25th floor level<br>From 26th floor level to 30th floor level<br>From 31st floor level to 40th floor level<br>From 41st floor level to 50th floor level<br>From 51st floor level to 60th floor level<br>From 61st floor level onwards | 0.42 per hour extra<br>0.48 per hour extra<br>0.56 per hour extra<br>0.71 per hour extra<br>0.86 per hour extra<br>0.91 per hour extra<br>1.05 per hour extra<br>1.20 per hour extra<br>1.27 per hour extra |
| 16.      | 12C              | Towers Allowance<br>Up to 15 metres<br>For every additional 15 metres  | 0.48 per hour<br>0.48 per hour  |
| 17.      | 12D(ii)          | Dirty work   | 0.48 per hour extra   |

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2004.

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

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(301)

**SERIAL C3370**

**ENGINE DRIVERS, &c., GENERAL (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

**VARIATION**

1. Delete Item 13, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 2 November 2001 (329 I.G. 164), and insert in lieu thereof the following:

|    |         |                         |  |   |
|----|---------|-------------------------|--|---|
| 13 | 23.3(a) | Overtime Meal Allowance | Eff. 11/09/03<br>\$ 9.60 per<br>occasion | Eff 11/9/04<br>\$ 10.20 per<br>occasion |
|----|---------|-------------------------|--|---|

2. This variation shall take effect from the beginning of the first full pay period to commence on or after 11 September 2004.

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

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## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

**VARIATION**

1. Delete from Table 2 - Tool Allowances of Part B, Rates and Allowances, of the award published 22 June 2001 (325 I.G. 749), the undermentioned classifications and tool allowances prescribed therefore and insert in lieu thereof the following:

| Item No. | Clause No. | Brief Description   | Amount per week<br>\$ |
|----------|------------|---|-----------------------|
| 1        | 5          | Tool Allowances   |                       |
|          |            | Blacksmith  | 22.70                 |
|          |            | Bodymaker, First Class  | 22.70                 |
|          |            | Boilermaker and/or Structural Steel Tradesperson                              | 22.70                 |
|          |            | Bricklayer  | 16.00                 |
|          |            | Bridge and Wharf Carpenter and/or Civil Engineering<br>Construction Carpenter | 22.70                 |
|          |            | Cabinet Maker   | 9.10                  |
|          |            | Carpenter   | 22.70                 |
|          |            | Drainer   | 22.70                 |
|          |            | Farrier   | 22.70                 |
|          |            | Fitter  | 22.70                 |
|          |            | Forger and/or Faggoter  | 22.70                 |
|          |            | Machinist, First Class (Metal Trades)   | 22.70                 |
|          |            | Machinist (Metal Trades) Special Class  | 22.70                 |
|          |            | Marker Off  | 22.70                 |
|          |            | Motor Mechanic  | 22.70                 |
|          |            | Painter   | 5.50                  |
|          |            | Panel Beater  | 22.70                 |
|          |            | Patternmaker  | 22.70                 |
|          |            | Plant Mechanic  | 22.70                 |
|          |            | Plasterer   | 18.70                 |
|          |            | Plumber   | 22.70                 |
|          |            | Plumber and Gasfitter   | 22.70                 |
|          |            | Plumber, Gasfitter and Drainer  | 22.70                 |
|          |            | Sewing Machine Mechanic   | 22.70                 |
|          |            | Sheetmetal Worker, First Class  | 22.70                 |
|          |            | Shipwright/Boatbuilder  | 22.70                 |
|          |            | Signwriter  | 5.50                  |
|          |            | Slater and Tiler  | 11.80                 |
|          |            | Stonemason  | 22.70                 |
|          |            | Stonemason-Carver   | 22.70                 |
|          |            | Tilelayer   | 16.00                 |
|          |            | Toolmaker   | 22.70                 |
|          |            | Toolsmith   | 22.70                 |
|          |            | Trimmer (Motor)   | 22.70                 |
|          |            | Turner  | 22.70                 |
|          |            | Vehicle Builder   | 22.70                 |

|  |  |                       |       |
|--|--|-----------------------|-------|
|  |  | Watchmaker            | 7.50  |
|  |  | Welder, Special Class | 22.70 |
|  |  | Welder, First Class   | 22.70 |

2. Delete from Table 3 - Other Allowances, Items 49 to 58, inclusive, and Items 62 to 63, inclusive, and insert in lieu thereof the following:

| Item No. | Clause No. | Brief Description  | Amount \$                 |
|----------|------------|--|---------------------------|
| 49       | 8.1        | Excess fares and travelling time to and from lace of work  | 16.60 p.d.                |
| 50       | 8.1.1      | If employer provides or offers to provide transport free of charge   | 6.70 p.d.                 |
| 51       | 8.2        | Excess fares and travelling to and from work:<br>first year apprentices (or probationers)<br>to all other apprentices  | 13.80 p.d.<br>16.10 p.d.  |
| 52       | 8.2.1      | If employer provides or offers to provide transport free of charge<br>to first year apprentices<br>to all other apprentices  | 5.60 p.d.<br>6.60 p.d.    |
| 53       | 9.3.3      | Meal allowance:<br>after working in excess of four hours<br>for each subsequent meal   | 10.20<br>8.50             |
| 54       | 9.8        | Tea Money:<br>required to work overtime for one and a half hours or more<br>without being notified on the previous day or earlier, for a meal<br>after each four hours on continuous overtime, for each meal | 10.20<br>10.20<br>8.50    |
| 55       | 14.4       | Expenses of reaching home and of transporting tools from<br>distant Work   | 16.60                     |
| 56       | 14.5.1     | Allowance for board and lodging:<br>while on distant work<br>for broken parts of week  | 348.10 p.w.<br>49.80 p.d. |
| 57       | 14.6       | Camping allowance  | 20.00 p.d.                |
| 58       | 14.7       | Returning home for the weekend from distant work   | 28.00                     |
| 62       | 22.6.2     | Supply of boots<br>Accrual of credit   | 29.00<br>1.45 p.w.        |
| 63       | 23.2       | Reimbursement for loss of tools  | 1,315.00                  |

3. This variation shall take effect from the first full pay period to commence on or after 11 September 2004.

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

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## PLASTERERS, SHOP HANDS AND CASTERS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

### VARIATION

1. Delete the Tool Allowances appearing in subclause (i) of clause 3, Wages, of the award published 15 February 2002 (331 I.G. 387), and insert in lieu thereof the following:

|                 |      |
|-----------------|------|
| Tool Allowances | \$   |
| Shop hand       | 3.10 |
| Caster          | 1.30 |

2. Delete subclause (ii) of clause 6, Overtime, and insert in lieu thereof the following:

- (ii) An employee who is required to work overtime for more than two hours after the usual ceasing time without being notified on the preceding working day shall be paid the sum of \$2.00 as the cost of a meal.

3. Delete subclause (i) of clause 10, Overtime, and insert in lieu thereof the following:

- (i) On distant work the employer shall provide reasonable board and lodging or pay an allowance of \$48.80 per week of seven days but such allowance shall not be wages. In the case of broken parts of a week occurring at the beginning or end of a period of distant work the allowance shall be all living expenses actually and reasonably incurred but not exceeding \$48.80.

4. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2004.

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

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5106 of 2004)

Before The Honourable Justice Walton, Vice-President

10 September 2004

**VARIATION**

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

**Table 3 - Expense Related Allowances**

**(Including Tool Allowances for all Trades other than Electrical)**

From the first full pay period to commence on or after 11 September 2004

| Award Clause | Allowance Description   | Amount<br>\$                      |
|--------------|---|-----------------------------------|
| 8            | Tool Allowance: Fitter, Motor Mechanic                                | 22.70                             |
| 8            | Tool Allowance: Plumber   | 22.70                             |
| 8            | Tool Allowance: Carpenter   | 22.70                             |
| 8            | Tool Allowance: Painter, Spray Painter, Signwriter                    | 5.50                              |
| 8            | Tool Allowance: Welder 1st Class                                      | 22.70                             |
| 8            | Tool Allowance Plasterer  | 18.70                             |
| 8            | Bricklayer  | 16.00                             |
| 8            | Tool Allowance: Floor/Wall Tiler                                      | 16.00                             |
| 8            | Tool Allowance: Upholsterer/Blindmaker                                | 6.40                              |
| 8            | Tool Allowance: Scientific Instrument/Tool Maker                      | 22.70                             |
| 5 (viii)     | Meal allowance for meal on overtime<br>For each subsequent meal       | 17.40<br>7.40                     |
| 14(a)        | Employee required to work at a job away from accustomed place of work | 15.40 per day                     |
| 24 (vii) (b) | Laundry Allowance   | 80 cents per week                 |
| 26 (ii)      | Damage to clothing and tools - insurance to the extent of             | 1273.41                           |
| 33           | Living away from home allowance                                       | 345.20 per week or<br>49.30 daily |
| 24 (viii)    | Ambulance Service - uniform provided up to the value of               | 303.00 per annum                  |

2. This variation shall take effect from the beginning of the first full pay period to commence on or after 11 September 2004.



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

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## **OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Administration Corporation.

(No. IRC 6090 of 2004)

Before Commissioner McLeay

27 October 2004

### **VARIATION**

1. Delete paragraph (1), of subclause (c), of clause 8, Wages, of the award published 10 July 1998 (305 IG 905), and insert in lieu thereof the following:
  - (1) Notwithstanding the salaries prescribed in Table 1-Wages of Part B-Monetary Rates of the Operational Ambulance Officers (State) Award as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a portion of the salary payable under this clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) per cent of the salary payable under this clause or fifty (50) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause:

    - (a) "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
    - (b) "employer" shall mean the Health Administration Corporation of New South Wales.
2. This variation shall take effect on 27 October 2004.

J. McLEAY, Commissioner.

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## **PROSPECT SUPERNATANT FILTRATION PLANT PROJECT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4609 of 2004)

Before Mr Deputy President Sams

21 October 2004

### **ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Prospect Supernatant Filtration Plant Project Award published 30 August 2002 (335 I.G. 1307) as varied, be rescinded on and from 21 October 2004.

P. J. SAMS *D.P.*

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## **MOUNT ARTHUR NORTH 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 4620 of 2004)

Before Mr Deputy President Sams

21 October 2004

### **ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Mount Arthur North Consent Award 2001 published 11 October 2002 (336 I.G. 690) as varied, be rescinded on and from 21 October 2004.

P. J. SAMS *D.P.*

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**GOLDMAN SACHS (LEVELS 46, 47 AND INFRASTRUCTURE  
WORKS) PROJECT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4611 of 2004)

Before Mr Deputy President Sams

21 October 2004

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Goldman Sachs (Levels 46, 47 and Infrastructure Works) Project Award published 23 August 2002 (335 I.G. 1168) as varied, be rescinded on and from 21 October 2004.

P. J. SAMS *D.P.*

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## **HILL WINE GROUP STORAGE FACILITY PROJECT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4610 of 2004)

Before Mr Deputy President Sams

21 October 2004

### **ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Hill Wine Group Storage Facility Project Award published 23 August 2002 (335 I.G. 1133) as varied, be rescinded on and from 21 October 2004.

P. J. SAMS *D.P.*

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**SERIAL C3539**

## ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

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

### **EA05/28 - Epic Wright Heaton Pty Ltd (Newcastle Branch) Transport Drivers' Enterprise Agreement 2004**

**Made Between:** Epic Wright Heaton Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA03/20.

**Approval and Commencement Date:** Approved and commenced 26 November 2004.

**Description of Employees:** The agreement applies to all employees employed by Epic Wright Heaton Pty Ltd, at the Newcastle site, 11 - 13 Callistemon Close, Warrabrook NSW 2304, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

**Nominal Term:** 18 Months.

### **EA05/29 - Snow Confectionery Pty Ltd Enterprise Agreement 2003-2004**

**Made Between:** Snow Confectionery Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

**New/Variation:** Replaces EA01/68.

**Approval and Commencement Date:** Approved and commenced 7 October 2004.

**Description of Employees:** The agreement applies to all employees employed by Snow Confectionery Pty Ltd, located at 34, Davis Road, Wetherill Park, NSW 2164, who fall within the coverage of the Confectioners (State) Award.

**Nominal Term:** 3 Months.

### **EA05/30 - Bega Cheese Employees and Unions Enterprise Agreement 2004**

**Made Between:** Bega Co-Operative Society Limited -&- the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Australasian Meat Industry Employees' Union, New South Wales Branch.

**New/Variation:** New

**Approval and Commencement Date:** Approved 25 October 2004 and commenced 12 July 2004.

**Description of Employees:** The agreement applies to all employees employed by The Bega Cooperative Society Limited, located at 18-36 Ridge Street North Bega 2550 engaged in the operations of the Lagoon Street Factory and the Ridge Street cutting and processing plant, who fall within the coverage of the following awards: Butter, Cheese & Other Dairy Products (State) Award, Electricians, &c. (State) Award, Clerical and Administrative (State) Award, Metal, Engineering and Associated Industries (State) Award, and the Shop Employees (State) Award.

**Nominal Term:** 36 Months.

**EA05/31 - AMWU and Essilor Australia Pty Ltd Certified Agreement 2004-2006**

**Made Between:** Essilor Australia Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 1 November 2004.

**Description of Employees:** The agreement applies to all employees employed by Essilor Australia Pty Ltd, located at Unit 8/71 Parramatta Road, Silverwater NSW 2128, who fall within the coverage of the Mechanical Opticians (State) Award.

**Nominal Term:** 20 Months.

**EA05/32 - Sydney Ports Corporation Enterprise Agreement 204-2007**

**Made Between:** Sydney Ports Corporation -&- the Australian Maritime Officers' Union of New South



Wales, The Seamens' Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA02/264.

**Approval and Commencement Date:** Approved and commenced 29 October 2004.

**Description of Employees:** The agreement applies to all employees employed by Sydney Ports Corporation, located at Level 8, 207 Kent Street, Sydney NSW 2000, covered by any parts of this agreement but excluding Executives and Senior Managers, and employees whose contracts are for a specific period (Temporary employee).

**Nominal Term:** 36 Months.

#### **EA05/33 - Greystone Concrete Enterprise Agreement**

**Made Between:** Greystone Concrete Pty Ltd -&- The Australian Workers' Union, New South Wales .

**New/Variation:** New.

**Approval and Commencement Date:** Approved 8 September 2004 and commenced 1 March 2004.

**Description of Employees:** The agreement applies to all employees employed by Greystone Concrete Pty Ltd, located at 27-31/11 Wentworth, GREENACRE NSW 2190, engaged in civil construction work in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

**Nominal Term:** 19 Months.

#### **EA05/34 - National Staffing Group Enterprise Agreement 2004-2006**

**Made Between:** National Staffing Group Pty Ltd -&- The Australian Workers' Union, New South Wales .

**New/Variation:** New.

**Approval and Commencement Date:** Approved 8 September 2004 and commenced 24 August 2004.

**Description of Employees:** The agreement applies to all employees employed by National Staffing Group Pty Ltd, located at 81-83 Station Road, Seven Hills NSW 2147, engaged on, or in connection with traffic control in the State of New South Wales, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

**Nominal Term:** 25 Months.

#### **EA05/35 - PCK Traffic Enterprise Agreement 2004-2006**

**Made Between:** P & C Kinnane Pty Ltd -&- The Australian Workers' Union, New South Wales .

**New/Variation:** New.

**Approval and Commencement Date:** Approved 29 November 2004 and commenced 29 October 2004.

**Description of Employees:** The agreement applies to all employees employed by P&C Kinnane Pty Ltd, located at Unit 12/2 Ash Road, Prestons NSW 2170, engaged on, or in connection with traffic control only in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

**Nominal Term:** 24 Months.

#### **EA05/36 - Odyssey House Nurses' Enterprise Agreement 2004**

**Made Between:** Odyssey House -&- the New South Wales Nurses' Association.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 24 December 2004.

**Description of Employees:** The agreement applies to all employees employed by Odyssey House, located at 13A, Moonstone Place EAGLE VALE NSW 2558, who fall within the coverage of the Nurses, &c., Other Than in Hospitals, &c. (State) Award.

**Nominal Term:** 12 Months.

#### **EA05/37 - GE Communications and Electrical Pty Ltd Enterprise Agreement 2004-2005**

**Made Between:** GE Communications and Electrical Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 2 September 2004.

**Description of Employees:** The agreement applies to all employees employed by GE Communications and Electrical Pty Ltd, located at 125, Canterbury Road, Canterbury NSW 2193, engaged in construction work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award

**Nominal Term:** 12 Months.

#### **EA05/38 - Sutherland Shire Council Employees Core Enterprise Agreement**

**Made Between:** Sutherland Shire 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 EA02/276.

**Approval and Commencement Date:** Approved and commenced 10 November 2004.

**Description of Employees:** The agreement applies to all employees employed by Sutherland Shire Council who fall within the coverage of the Local Government (State) Award 2001.

**Nominal Term:** 31 Months.

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**Key to Abbreviations Used:**

|                |   |  |
|----------------|---|--|
| <i>(ACC)</i>   | — | <i>Award of Conciliation Commissioner/Committee.</i>     |
| <i>(AIC)</i>   | — | <i>Award of Industrial Commission.</i>                   |
| <i>(AIRC)</i>  | — | <i>Award of Industrial Relations Commission.</i>         |
| <i>(AR)</i>    | — | <i>Award Reprint (Consolidation).</i>                    |
| <i>(ART)</i>   | — | <i>Award of Retail Trade Industrial Tribunal.</i>        |
| <i>(CD)</i>    | — | <i>Contract Determination.</i>                           |
| <i>(ERR)</i>   | — | <i>Erratum.</i>  |
| <i>(OCC)</i>   | — | <i>Order of Conciliation Commissioner.</i>               |
| <i>(OIC)</i>   | — | <i>Order of Industrial Commission.</i>                   |
| <i>(OIRC)</i>  | — | <i>Order of Industrial Relations Commission.</i>         |
| <i>(OIR)</i>   | — | <i>Order of Industrial Registrar.</i>                    |
| <i>(RIRC)</i>  | — | <i>Reviewed Award.</i>                                   |
| <i>(RVIRC)</i> | — | <i>Variation - Reviewed Award.</i>                       |
| <i>(VCC)</i>   | — | <i>Variation by Conciliation Commissioner/Committee.</i> |
| <i>(VCD)</i>   | — | <i>Variation of Contract Determination.</i>              |
| <i>(VIC)</i>   | — | <i>Variation by Industrial Commission.</i>               |
| <i>(VIR)</i>   | — | <i>Variation by Industrial Registrar.</i>                |
| <i>(VIRC)</i>  | — | <i>Variation by Industrial Relations Commission.</i>     |
| <i>(VRT)</i>   | — | <i>Variation by Retail Trade Industrial Tribunal.</i>    |
| <i>(VSW)</i>   | — | <i>Variation following State Wage Case.</i>              |

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