



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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

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Vol. 358, Part 4

14 April 2006

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REAL ESTATE INDUSTRY (STATE) AWARD 2003, THE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 4144 of 2005)

Before The Honourable Mr Deputy President Harrison

24 November 2005

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PART A

COMMON PROVISIONS

1. Scope of Part A

This PART shall apply generally in this award. Where a provision in this Part is in conflict with a provision of Parts B or C the provision in Parts B or C shall prevail.

2. Anti Discrimination

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

- (3) 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.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES:

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

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

3. Definitions

Unless the context of the award otherwise requires:

- (a) "Builder" shall mean any person or company licensed by the Building Services Corporation of New South Wales.
- (b) "Casual employee" shall mean an employee engaged and paid as such.
- (c) "Employee" shall include all salespersons however employed, property managers, property officers and licensees-in-charge.
- (d) "Employer" shall mean real estate agent, stock and station agent, business agent, strata managing agent, builder, property developer, auctioneer or any other person employing salespersons.
- (e) "Licensee-in-Charge" shall mean an employee who is a holder of a licence under the *Property Stock and Business Agents Act 2002* (NSW), or its predecessor Act, who is employed as the person in charge of a place of business as required by Section 31 of the said Act.
- (f) "Part-time Employee" shall mean a salesperson, property manager or property officer who, in the case of a part-time salesperson regularly works fewer than five days a week, or, in the case of a part-time property manager or property officer, is engaged for a minimum of 3 hours for each start.
- (g) "Probationary Salesperson" shall mean any person employed as a salesperson and who has been so employed for a period of not more than six months as a salesperson in the real estate industry.
- (h) "Property Management Functions" shall include:
 - (i) selection of tenants
 - collection of rents

- payment of outgoings
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 - collecting contributions of maintenance and sinking funds for the Owners Corporation
 - preparation of an application for an order from the Residential Tenancies Tribunal
 - appearing before the Residential Tenancy Tribunal
- (ii) the management for and on behalf of any employer of any commercial property including but not limited to, multi- storey buildings, shopping centres, shopping arcades, shops, office space, car parking space, hotels, motels, showrooms, car yards, service stations and boarding houses,

- irrespective of the form of title, whether built or to be built and or vacant land used for commercial purposes;
- (iii) the management for and on behalf of any employer of any industrial property including but not limited to, factories, warehouses and storage facilities, irrespective of the form of title, whether built or to be built and or vacant land used for industrial purposes;
 - (iv) the management for and on behalf of any employer of any residential property including, but not limited to, free standing houses, semi- detached houses, town houses, villas, home units and residential flats or flatettes, irrespective of the form of title, and time- sharing of property or portion of property irrespective of whether built or to be built;
 - (v) the management for and on behalf of any employer of any company title home unit, strata title home unit, strata title town house, strata title villa, strata title commercial building, strata title industrial building, company title unit building and strata title home unit building;
 - (vi) the management for and on behalf of any employer of any rural property including, but not limited to dairy farms, sheep and wheat stations, mixed produce farms, fruit or nut plantations, market gardens and mini- farms, with or without improvements whether built or to be built.
- (i) "Property Manager" shall mean an employee appointed by the employer to manage the property management functions of any agency.
 - (j) "Property Officer" shall mean an employee who assists a property manager in the property management functions of an agency.
 - (k) "Salesperson" shall mean any person employed as a salesperson, which term shall include a lister
 - (i) in connection with the sale or leasing of land either improved or unimproved; or
 - (ii) in connection with the sale or leasing of buildings whether built or to be built including home units (irrespective of the form of title); or
 - (iii) in connection with the sale or leasing of homes including project or volume homes and packages of land and home whether built or to be built; or
 - (iv) in connection with the arranging for or on behalf of any employer for the selling of and for the erection of buildings for and on behalf of any other person or company; or
 - (v) in connection with the sale leasing or brokerage of businesses of any kind; or
 - (vi) in connection with the arranging for and on behalf of any employer, the selling or assigning of time sharing of property or portion of property for and on behalf of any other person or company; or
 - (vii) in connection with the arranging for and on behalf of any employer, the selling or assigning of retirement villas or units, or portion of property for related purposes, for and on behalf of any other person or company; or
 - (viii) by an auctioneer or stock and station agent; or
 - (ix) Salesperson shall not include any person employed for the major or substantial part of his or her time in the sale of livestock; any person employed for the major or substantial part of his or her time as a property manager, property officer and/or in the collection of rents; any person employed for the major or substantial part of his or her time in any clerical capacity; licensee-in-charge.
 - (l) "Salesperson's or employee's commission" shall be any payment made to an employee in accordance with his or her contract of employment and evidenced in an Employment Agreement.

- (m) "Settled Sale" shall mean a sale in respect of which an employer has received commission.
- (n) "Time Sharing" of property shall mean an arrangement by which one party sells or assigns to another party the right to occupy a property or portion of a property for a fixed or floating period each year and to use and have the benefit of certain facilities on such property or portion thereof.
- (o) "Weekly Employee" shall mean an employee other than a casual employee.

4. Terms of Employment

- (a) Except in respect of casual employees, employment shall be on a full-time or part-time basis.
- (b) An employee must give one week's notice in writing to the employer of the intention to terminate his/her services. The employer may in those circumstances elect to pay one week's pay in lieu of notice. In the event that notice is not so given, the employee shall forfeit one week's pay in lieu of notice. The employer is not required to accept any period of notice greater than one week, other than by agreement.
- (c) The employer may terminate the employment of the employee by giving the employee the notice (or payment of salary in lieu of notice) referred to in the following table:

Employee's Period Of Continuous Service	Minimum Period Of Notice
Not more than 1 year	1 week
more than 1 year but less than 3 years	2 weeks
more than 3 years but less than 5 years	3 weeks
more than 5 years	4 weeks

IF THE EMPLOYEE IS 45 YEARS OF AGE OR OLDER AND HAS BEEN EMPLOYED BY THE EMPLOYER FOR AT LEAST 2 YEARS, THE EMPLOYEE SHALL BE ENTITLED TO AN ADDITIONAL ONE WEEK'S NOTICE (OR PAYMENT OF SALARY IN LIEU OF NOTICE).

- (d) Notwithstanding the provisions of sub clause (c) herein the employer may dismiss an employee for misconduct in which case the employee shall be paid up to the time of dismissal only.
- (e) All salary, locomotion allowance, telephone allowance, expenses, payment under the *Annual Holidays Act 1944* (NSW), payment of annual holidays loading and payment under the *Long Service Leave Act 1955* (NSW), which are due and payable shall be paid to the employee within three working days of termination of employment.
- (f) An employee shall apply himself/herself to the work directed to be done by the employer and the employee shall personally attend at such place and at such times as the employer may reasonably require. If the employee is unable to attend work and it is possible for him/her to notify the employer he/she shall forthwith do so. The employee shall give such evidence for his/her inability to attend as the employer may reasonably require.
- (g) All listings, documents and records used in the employer's business shall remain the property of the employer. Upon termination of an employee's employment for any reason, the employee shall immediately deliver up to the employer any listing or property management documents (that may be in either electronic or hard-copy form) as well as other records, files or any other property belonging to the employer that are either in the employee's possession or within his or her control.
- (h) Except in the proper course of his/her duties, an employee shall not, during the term of employment or after its termination, disclose or use any confidential information of or about the employer, its clients or suppliers to any other person, business or company except for the purposes of obtaining professional advice from a legal representative or the Real Estate Association of NSW or to comply with the requirements of law.

For the purpose of this clause "confidential information" shall include, but is not limited to, any of the following information of the employer whether described or contained in a written, tangible, electronic or oral form -

- (i) past or current customer or client lists; or
 - (ii) lists of properties managed by the employer on behalf of owners; or
 - (iii) inventions, designs, methodologies, structures, discoveries, ideas, concepts, charge out rates, lists of suppliers.
- (i) For the purposes of this clause, "salary" shall mean:
- (i) for employees employed under PART B:
the salary and allowances paid to such an employee.
 - (ii) for salespersons employed under PART C:
the average salesperson's commission earned by the employee calculated by dividing total commission received to the end of the last completed week of employment by the number of complete weeks for which the salesperson has been employed. However, if the employment has exceeded one year the average shall be calculated over the last year of employment preceding the last full week of employment.

5. Structural Efficiency

Enterprises may establish a consultative mechanism and procedures appropriate to the size structure and needs for consultation and negotiation on matters affecting efficiency and productivity.

6. Duties of Employees

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

7. Expenses

An employee who incurs expenses at the request of the employer shall be reimbursed by the employer. Where reasonably practicable expenses shall be paid in advance.

8. Meal Break

No employee shall be required to work more than five hours without a meal break of not less than 20 minutes duration.

9. Mobile Telephones

- (a) If an employer directs an employee in writing to supply and use a mobile telephone the employer shall meet the cost of the supply and use of the telephone.
- (b) The basis on which the cost shall be met shall be agreed between the employer and the employee and be evidenced in the Employment Agreement prepared and registered in accordance with Clause 11 of this award.
- (c) When the employer provides the telephone it shall remain the property of the employer.

10. Uniforms

- (a) If an employer requires an employee to wear a uniform the employer shall provide it.

- (b) The basis on which a uniform is provided, including what constitutes the uniform, shall be agreed between the employer and employee.
- (c) The uniform shall remain the property of the employer.

11. Employment Agreements

- (a) Where an employee whose employment is regulated by the provisions of this award commences employment after the operative date of this award and subject to sub-clause (e) herein, the employer shall prepare an Employment Agreement on behalf of the employee in the form contained in Schedule 1 of Part D of this award. Any Letter of Appointment or Employment Agreement prepared pursuant to any predecessor award and registered after 1 January 1993, shall remain in force until replaced with a new Employment Agreement.
- (b) It is a condition of employment that the employee shall sign an Employment Agreement on or before the day employment commences.
- (c) The employer and the employee shall sign the Employment Agreement and each shall receive a copy. Within 14 days of the Employment Agreement being signed, the employer shall send two copies of it to either:

The Real Estate Employers' Federation of NSW
Level 6, 99 Bathurst Street, SYDNEY NSW 2000; or
The Auctioneers & Agents Guild
Level 3, 1 James Place, NORTH SYDNEY NSW 2060,
together with:

- (i) The employer's registration fee as set out in Item 1 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates made payable to either: The Real Estate Employers Federation of NSW or The Auctioneers & Agents Guild, and
 - (ii) The employee's registration fee as set out in Item 1 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates made payable to the Real Estate Association of NSW.
- (d) It is a condition of employment that the employee shall, if required by the employer, either pay to the employer the amount as set out in Item 1 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates being the registration fee payable by the employer on behalf of the employee to The Real Estate Association of NSW, or sign an authority authorising the employer to deduct the registration fee as set out in Item 1 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates from his or her salary within such period as may be agreed.
- (e) An employer may prepare an Employment Agreement on behalf of an employee in a form different to that prescribed in Schedule 1 of Part D of this award provided that the terms and conditions contained in the Employment Agreement do not contravene the provisions of this award.
- (f) Any variation in respect of the Employment Agreement shall not, unless agreed in writing between the employer and the employee, have the effect of terminating the Employment Agreement prepared in accordance with this clause and the creation of a new Employment Agreement, but shall amount to a variation of the agreement which shall remain in force and effect varied only to the extent of the change. Within 14 days of such variation being signed, the employer shall forward two copies of the variation to either The Real Estate Employers' Federation of NSW or The Auctioneers & Agents Guild, provided that the operative date of such variation shall be the date upon which the variation is signed by the employee.

12. Salesperson's Commission

- (a) Where it has been agreed that an employee is entitled to receive salesperson's commission in addition to entitlements under this award the method of calculating the salesperson's commission shall be evidenced in an Employment Agreement prepared in accordance with Clause 11 of this award.

- (b) The method of calculating Salesperson's commission shall in no case be inconsistent with any of the provisions of this award.
- (c) The employer shall account to the salesperson in written form on the entitlement to commission as it becomes due and payable in accordance with the terms of the Employment Agreement.
- (d) Where a salesperson or licensee-in-charge during employment was partly or wholly remunerated by salesperson's commission he/she shall after termination of employment, be entitled to be credited with salesperson's commission, only for sales exchanged before termination and settled thereafter and as specified in the said Employment Agreement.

However, where the employer exercises the right to make payment in lieu of notice upon termination of an employee's employment in accordance with either Clause 4(b) or 4(c) of this award, the salesperson shall be entitled to be credited with sales commission in accordance with the salesperson's Employment Agreement for sales effected by the salesperson that exchange during the notice period so stated and not otherwise and which settle thereafter.

13. Annual Holidays

See *Annual Holidays Act 1944* (NSW).

14. Long Service Leave

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

15. Superannuation

- (a) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* as well as section 124 of the *Industrial Relations Act 1996*.
- (b) Subject to the requirements of this legislation, superannuation contributions may be made to:
 - (i) Australian Superannuation Savings Employment Trust (ASSET);
 - (ii) Real Estate Institute of Australia Superannuation Fund;
 - (iii) A fund into which the employer pays occupational superannuation contributions on behalf of employees providing such funds comply with federal legislation.

16. Sick Leave

- (a) Each employee, other than a casual employee, who has completed three months continuous service, and who is absent from work on account of personal injury or illness, shall be entitled to leave of absence with pay subject to the following conditions and limitations:
 - (i) he or she shall not be entitled to paid leave of absence for any period in respect of which he or she is entitled to receive weekly workers' compensation payments;
 - (ii) he or she shall, where practicable, within twenty-four hours of the commencement of such absence, inform the employer of his or her inability to attend for duty, and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence;
 - (iii) he or she shall furnish such evidence as the employer may reasonably require that he or she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; and

- (iv) subject to subclause (c) of this clause, he or she shall not be entitled to sick pay for more than five days during his or her first year of service and eight days during his or her second and subsequent years of service.
- (b) For the purposes of this clause "pay" shall mean:
 - (i) for employees employed under PART B: the salary paid to such an employee and, where the employee receives locomotion allowance in accordance with Clause 31 of this award, the standing charge portion of such allowance.
 - (ii) for salespersons employed under PART C:

the average salesperson's commission earned by him or her calculated by dividing total commission received to the end of the last completed week of employment by the number of complete weeks for which the salesperson has been employed. However, if the employment has exceeded one year the average shall be calculated over the last year of employment preceding the last full week of employment.
- (c) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause
 - (a) of this clause, which has in one year not been allowed to any employee by an employer as paid sick leave, may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by the employer in any subsequent year without diminution of the sick leave prescribed in respect of that year, provided that sick leave shall accumulate in accordance with this subclause only whilst the employee remains in the service of the same employer. Provided further that an employer shall not be bound to credit to an employee sick leave which accrued more than 10 years before the end of the last completed year of service.
- (d) Service prior to the commencement of this award shall be deemed to be service for the purpose of this clause.

16A. Personal /Carers Leave

- (1) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 16, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person; who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
 - (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention; to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (c)(ii) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act, 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed to by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a), of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both a party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of rostered days off flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

17. Redundancy

- (1) Application
- (a) This clause shall apply in respect of full-time and part-time employees.
 - (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (2) Introduction of Change
- (a) Employer's duty to notify
 - (i) Where an employer has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

(b) Employer's duty to discuss change

- (i) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph 2(a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (ii) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this sub-clause.
- (iii) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(3) Redundancy

(a) Discussion before terminations

- (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to sub-paragraph (i) of paragraph (a) of sub-clause (2) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of sub-paragraph (i) of this sub-clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (iii) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclose of which would adversely affect the employer.

(4) Termination of Employment

(a) Notice for Changes in Production, Program, Organisation or Structure

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with subclause (2)(a)(i) above.

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

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

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

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (2)(a)(i) above:

- (i) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (ii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iii) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955 (NSW)*, the *Annual Holidays Act 1944 (NSW)* or any Act amending or replacing either of these Acts.

(c) Time off during the notice period

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

(d) Employee leaving during the notice period

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

(e) Statement of Employment

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

(f) Centrelink Separation Certificate

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

(g) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (i) of subclause (2) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and

the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(5) Severance Pay

- (a) Where an employee is to be terminated pursuant to subclause (4) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

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

(b) Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above. The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5(a)(i) or (ii) above will have on the employer.

(c) Alternative Employment

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

18. Grievance Procedure

- (a) Where an employer and employee are in dispute in regard to matters contained in this award, the following procedure shall govern the settlement of such dispute or claims and shall be open to an employer or employee.
- (b) Upon a dispute arising the employer or the employee shall raise that matter with the other party or his/her nominated representative as soon as practicable, and the party with whom the dispute has been raised shall fully investigate the matter and shall reply to the other party within two working days of such dispute being raised.
- (c) In the event of the employee not being satisfied with the employer's reply the employee may advise The Real Estate Association of New South Wales who may raise the matter with the employer.
- (d) If the matter remains unresolved the parties shall convene a conference between The Real Estate Association and the Industrial Union of Employers of which the employer is a member who shall attempt to resolve the dispute.
- (e) A matter which is not resolved in conference will be notified to the Industrial Relations Commission of NSW.
- (f) The parties shall at all times confer in good faith and without undue delay.
- (g) While the above procedure is being followed work shall continue in accordance with this award.
- (h) No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this award.
- (i) In the event of a party failing to observe these procedures, the other party may take such steps as are open to it to resolve the matter or proceed to the next step or steps under this procedure.

19. Area, Incidence and Duration

- (a) This award rescinds and replaces the Real Estate Industry (State) Award 2003 published 28 January 2000 (313 I.G. 150) and all variations thereto but no right or entitlement accrued under that award shall be affected by the coming into operation of this award.
- (b) The changes made to the Award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect from 24 November 2005.
- (c) This award shall apply to all employees defined herein in the State of New South Wales excluding the County of Yancowinna.
- (d) This award shall take effect from the first pay period to commence on or after 1 January 2003 and shall remain in force for a period of three years.
- (e) Notwithstanding any other provisions this award shall not apply to employees whose service ceased, for any reason, prior to the date on which this award was made.

PART B

SALESPERSONS (WHOLLY OR PARTLY SALARIED), PROPERTY MANAGERS, PROPERTY OFFICERS AND LICENSEES-IN-CHARGE

20. Scope of Part B

This PART shall apply only to salespersons who are paid wholly or in part by salary, to property managers, property officers and licensees-in-charge.

Note: This PART does not apply to employees under PART C of this award.

21. Remuneration - General

- (a) No employee under this Part shall be remunerated solely by any form of commission.
- (b) In no case shall the salary be paid less frequently than monthly.
- (c) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2002. 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.

22. Remuneration - Salespersons

The minimum salary of a salesperson employed as a full-time employee shall be as set out in Table 1, Rates of Pay, of Part E, Monetary Rates.

23. Remuneration - Property Managers

The minimum salary of a property manager employed as a full-time employee shall be as set out in Table 1, Rates of Pay, of Part E, Monetary Rates.

24. Remuneration - Property Officers

- (a)
 - (i) The minimum salary of a property officer employed as a full-time employee shall be as set out in Table 1, Rates of Pay, of Part E, Monetary Rates, subject to the following:

At 20 years of age, 80% of the rate for a GRADE 2 property officer; or

At 19 years of age, 70% of the rate for a GRADE 2 property officer; or

At 18 years of age, or less 60% of the rate for a GRADE 2 property officer
 - (ii) Provided that once the employee attains 21 years of age and he/she has completed a minimum of one year's employment as a Property Officer, he/she shall be classified as a Grade 2 Property Officer.
- (b) A Grade 1 Property Officer is a property officer with a minimum of three years' full-time adult employment in property management who works under limited supervision. He or she may supervise and train other staff.
- (c) A Grade 2 Property Officer is a property officer with a minimum of one year's full-time adult employment in property management who works under general supervision.

- (d) A Grade 3 Property Officer is a property officer with less than one year's full-time adult employment in property management who works under direct supervision.
- (e) Direct Supervision shall mean that a person:
 - (i) receives detailed instructions on the work to be performed;
 - (ii) performs tasks which are part of an overall work routine; and
 - (iii) is subject to regular personal progress checks on the work being performed.
- (f) General Supervision shall mean that a person:
 - (i) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved;
 - (ii) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the task; and
 - (iii) has the knowledge and experience required to perform the duties usually without specific instruction but has assignments reviewed on completion.
- (g) Limited Supervision shall mean that a person:
 - (i) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
 - (ii) may have his/her assignments reviewed on completion.

25. Remuneration - Licensees-in-Charge

- (a) The minimum salary of a licensee-in-charge shall be as set out in Table 1, Rates of Pay, of Part E, Monetary Rates.

26. Remuneration - Probationary Salespersons

- (a) The proportion of probationary salespersons to salespersons employed as full-time employees shall not exceed in the case of any individual employer or place of business, one-to-one or part thereof. Provided that where an employer had not previously employed salespersons he or she may employ a probationary salesperson as the first salesperson but employment of further probationary salespersons shall thereafter be in the proportion stated in this clause.
- (b) The minimum salary of a probationary salesperson employed as a full-time employee shall be 80 per cent of the salary prescribed in Table 1, Rates of Pay, of Part E, Monetary Rates for salespersons.
- (c) A probationary salesperson shall not be employed as such by an employer or employers for a period of more than six months in the real estate industry.
- (d) Except where the context of this award otherwise requires, all provisions of this award shall apply to probationary salespersons.

27. Part-Time Employees

- (a) A part-time employee shall be paid:
 - (i) in the case of a part-time salesperson - for each day of work, one-fifth of the salary prescribed in Table 1, Rates of Pay of Part E, Monetary Rates for Salespersons, or

- (ii) in the case of a part-time Property Manager or Property Officer - for each hour of work, one-thirty-eighth of the salary prescribed for the employee's classification in Table 1, Rates of Pay of Part E, Monetary Rates with a minimum engagement of 3 hours for each start.
- (b) Where a part-time employee is entitled to be paid a locomotion allowance, his or her entitlement shall be calculated on the basis of one-fifth for each day worked.
- (c) Except where the context of this award otherwise requires, the provisions of this award shall apply to part-time employees on the basis of one-fifth entitlement for each day worked.

28. Casual Employees

A casual employee shall be paid the following:

- (a) In the case of a casual salesperson - 1/5 of the full-time rate provided in Table 1, Rates of Pay of Part E, Monetary Rates for a SALESPERSON - plus 20% for each day worked.
- (b) In the case of a casual property manager or property officer - 1/38th of the full-time rate provided in Table 1, Rates of Pay of Part E, Monetary Rates for a PROPERTY MANAGER or PROPERTY OFFICER plus 20% for each hour worked. Provided that the minimum engagement for a casual Property Manager or Property Officer shall be 3 hours.
- (c) Where a casual employee is entitled to be paid a locomotion allowance his or her entitlement shall be calculated on the basis of one-fifth for each day worked.
- (d) The remuneration prescribed for casual employees in subclauses (a) and (b) herein includes any payment due pursuant to the *Annual Holidays Act 1944* (NSW).

29. Rostered Days Off - Salespersons & Licensees-in-Charge

- (a) Subject to subclauses (b) and (c), a salesperson, other than a casual salesperson, and a licensee-in-charge, shall be allowed a minimum of two days rostered free of duty in each week. Such rostered days off shall be given and taken in one consecutive period or two periods each of one day.
- (b) However, a salesperson or licensee-in-charge and his or her employer may agree in writing that days off be deferred and taken later.
- (c) If having elected to take time as leave in accordance with paragraph (b) of this clause, the leave is not taken for whatever reason, payment for time accrued at the rate prescribed in sub-clause (e) below, shall be made at the end of the 12 month period or on termination.
- (d) An employer shall prepare a roster which shows duty days and days free of duty. Provided that, where the employee's rostered days of work are not the subject of regular variation, notification may be provided by the employer to the employee in any written form, including but not limited to, as part of the employee's Employment Agreement.
- (e) A salesperson or licensee-in-charge who is specifically directed to work on any rostered day off, shall be paid for such work at the rate of two days pay for each day worked. Where a salesperson or licensee-in-charge works on a rostered day off at his or her own initiative (i.e. without any specific direction from the employer to do so) he or she shall not be entitled to payment in accordance with this clause.

30. Rostered Days Off - Property Managers & Property Officers

- (a) Subject to subclause (d), the employer shall allow a property manager or property officer, other than a casual, either one and a half or two days rostered free of duty each week.
- (b) When two rostered days off are granted in any week they shall be given and taken either in one consecutive period, in two periods each of one day, or, when the property manager or property officer works on a Saturday morning, three periods comprising one day and two half days.

- (c) When one and a half rostered days are granted in any week:
 - (i) they shall be given and taken either in one consecutive period, or in two periods of one day and one half day, and
 - (ii) the property manager or property officer shall be paid in respect of the additional half day's work an additional 1/10th of his/her salary.
- (d) Notwithstanding any other provision in this clause, a property manager or property officer and employer may agree that days off or half days off be deferred and taken later. Provided that, if having elected to take time off in lieu in accordance with this sub-clause, the leave is not taken for whatever reason, payment for time accrued at the rate prescribed in sub-clause (f) herein, shall be made at the end of the 12 month period or on termination.
- (e) An employer shall prepare a roster which shows duty days (or half days) and days (or half days) free of duty. Provided that, where the employee's rostered days of work are not the subject of regular variation, notification may be provided by the employer to the employee in any written form, including but not limited to, as part of the employee's Employment Agreement prepared in accordance with Clause 11 of this award.
- (f) A property manager or property officer who is directed to work on any rostered day or half day off shall be paid additional salary at the rate of one day's pay for each half day worked.
- (g) For the purposes of this clause a half-day means a period of time ending at or before 1 p.m. or starting at or after 1 p.m.

31. Locomotion

A: WEEKLY USE

- (a) Where an employer provides a vehicle for the use by an employee in the course of the employee performing his or her duties under this award, the expenses arising out of the provision, maintenance and lawful operation of such vehicle, shall be met by the employer.
- (b)
 - (i) Where an employee is required by the employer to make his or her own vehicle available for use in performing his or her duties under this award, the employee shall be paid a locomotion allowance as prescribed in either sub-clause (ii) or (iii) herein.
 - (ii) Employees whose vehicle is up to 5 years of age shall be paid a standing charge allowance plus the amount per kilometre for the distance travelled by his/her vehicle in performing his/her duties under this award, as set out in Item 2 of Table 2 - Other Rates and Allowances of Part E - Monetary Rates, calculated by reference to the engine size of the vehicle. Provided that where the employer and employee expressly agree, a lump sum payment as set out in Item 2 of Table 2 - Other Rates and Allowances of Part E - Monetary Rates, calculated by reference to the engine size of the vehicle, may be applied in place of the standing charge and per kilometre rate.
 - (iii) Employees whose vehicle is over 5 years of age shall be paid a standing charge allowance plus the amount per kilometre for the distance travelled by his/her vehicle in performing his/her duties under this award, as set out in Item 3 of Table 2 - Other Rates and Allowances of Part E - Monetary Rates, calculated by reference to the engine size of the vehicle. Provided that where the employer and employee expressly agree, a lump sum payment as set out in Item 3 of Table 2 - Other Rates and Allowances of Part E - Monetary Rates, calculated by reference to the engine size of the vehicle, may be applied in place of the standing charge and per kilometre rate.

- (iv) For the purpose of sub-clauses (b)(ii) and (iii), the age of the vehicle shall be determined by reference to the date stamp on the compliance plate of the vehicle.
- (c) For the purpose of sub-clauses (b)(ii) and (iii), distance travelled to and from the place where the vehicle is customarily garaged shall be regarded as travel for the purpose of performing duties under this award.
- (d) Where an employee is entitled to a locomotion allowance under either sub-clause (b)(ii) or (iii) of this clause, the standing charge allowance only shall be paid to the employee during periods of annual leave and long service leave. Provided that this clause shall not entitle the employee to payment of the locomotion allowance, in the calculation of any accrued or pro-rata annual leave or long service leave upon termination of employment.
- (e) The payments under sub-clause (b)(ii) or (iii) of this clause shall not be payable when the:
 - (i) employee is absent from duty without the consent of the employer; or
 - (ii) vehicle is unavailable due to accident or mechanical defect, provided that payments under sub-clause (b)(ii) and (iii) herein shall be paid for any day on which the employee provides an alternate vehicle for the purposes of performing his/her duties under this award; or
 - (iii) employee is on any unpaid leave; or
 - (iv) the employee is unable to use the vehicle due to loss of his or her drivers licence.
- (f) Except in circumstances where the employee is paid a lump sum in accordance with the agreement reached in (b)(ii) or (iii) above, the employee shall maintain an accurate record of distances travelled for work performed under this award in the form of or similar to that contained in Schedule 3 of Part D of this award.
- (g) To receive a payment for kilometres travelled in accordance with either sub-clause (b)(ii) or (iii) of this clause, the employee shall present to the employer the record of distances travelled for work performed under this award, by no later than 7 working days of the end of the pay period in which the travel occurred.
- (h) Payment for kilometres travelled by the employee in performing his/her duties under this award, shall be made in the pay period next following that in which the travel schedule was lodged with the employer.
- (i) Notwithstanding anything contained in this clause, an employer and an employee may agree to locomotion provisions different from those prescribed in this clause provided that such provisions shall not result in payment less than the employee would have received in accordance with sub-clauses (b)(ii) or (iii) herein.
- (j) Any employee who, immediately preceding the commencement of this award, received a locomotion allowance under a Letter of Appointment registered in accordance with the Real Estate Industry (State) Award published in the Industrial Gazette Volume 274 dated 7 May 1993 and all variations thereto, will not by the operation of this award suffer any net reduction in the amount of that locomotion allowance while he/she remains employed by the employer named in the Letter of Employment or any successor or assignee of that employer.

B: OTHER THAN WEEKLY USE - PROPERTY MANAGERS OR PROPERTY OFFICERS

Should a full-time property manager or property officer agree to make his or her own vehicle available for use in the course of his or her employment, the following shall apply:-

- (a) The Employment Agreement shall specify which days of the week the vehicle is required to be made available for use, and the employee shall be recompensed at the rate of one-fifth of the weekly lump sum for each such day;
- (b) The days of the week upon which the vehicle is required to be made available may be varied by agreement where circumstances arise making it mutually convenient to do so;
- (c) Notwithstanding the provisions of this clause, where the vehicle is required to be made available on more than two days in the week, the weekly lump sum allowance shall be paid for that week.

32. Telephone

- (a) Where an employee uses a telephone at his or her place of residence in the course of his/her duties performed under this award, he/she shall be reimbursed by the employer the annual rental as set out in Item 4 of Table 2 of Part E, Monetary Rates at a weekly rate as set out in Item 4 of Table 2 of Part E, Monetary Rates and the cost of local, STD and/or trunk calls required to be made by the employer.
- (b) In respect of a part-time employee or a casual employee, one-fifth of the weekly rental shall be paid in respect of each day worked in addition to the cost of each call required to be made by the employer. Payment for the cost of calls shall be made in the pay period next following that in which the calls were made.
- (c) By agreement an employer may pay the lump sum as set out in Item 4 of Table 2 of Part E, Monetary Rates per week to cover the cost of all local, STD and ISD calls and rental.
- (d) Where an employee is entitled to a telephone allowance under either sub-clause (a) or (c) of this clause, the rental component of the allowance only shall be paid to the employee during periods of annual leave and long service leave. Provided that this clause shall not entitle the employee to payment of the telephone allowance in the calculation of any accrued or pro-rata annual leave or long service leave upon termination of employment.

33. Annual Leave Loading

- (a) In this clause the *Annual Holidays Act*, 1944, is referred to as "The Act".
- (b) Before an employee is given and takes an annual holiday, or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before such separate periods the employer shall pay the employee a loading determined in accordance with this clause. (Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see sub-clause (f).)
- (c) The loading is payable in addition to the pay for the period of holiday pay given and due to the employee under the Act and this award.
- (d) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or had become entitled since 1 September 1974, under the Act, and this award (but excluding days added to compensate for public or special holidays falling on an employee's rostered day off not worked) and which commences on or after 1 December 1974, or where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- (e) The loading is the amount payable for the period or the separate period as the case may be, stated in subclause (d) at the rate per week of 17 1/2 per cent of the appropriate minimum salary prescribed by this award for the classification in which the employee was employed immediately before commencing his or her annual holiday, but shall not include other allowances or payments prescribed by this award.
- (f) No loading is payable to an employee who takes an annual holiday wholly or partly in advance provided that, if the employment of such employee continues until the day when he/she would normally have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause applying

the award minimum salary payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance after 1 September 1974, and the entitlement to the holiday arises after that date.

- (g) Where, in accordance with the Act and after 1 September 1974, the employer's establishment or part of it is temporarily closed down for the purpose of giving annual holiday or leave without pay to the employees concerned:-
 - (i) an employee who is entitled under the Act to an annual holiday and who is given and takes such holiday shall be paid the loading calculated in accordance with subclause (c) of this clause;
 - (ii) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him or her under the Act such proportion of the loading that would have been payable to him or her under this clause if he or she had become entitled to an annual holiday prior to the closedown as his or her qualifying period of employment in completed weeks bears to fifty-two.
- (h)
 - (i) When the employment of an employee is terminated by his or her employer on or after 1 December 1974, for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled after 1 September 1974, he or she shall be paid a loading calculated in accordance with subclause (e) for the period not taken.
 - (ii) Except as provided by paragraph (i) of this subclause, no loading is payable on the termination of an employee's employment.

34. Public Holidays

- (a) The following days shall be observed as holidays, namely, New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Sunday, Easter Monday, Queen's Birthday, Six Hour Day, Christmas Day, Boxing Day, and any other holiday which may, from time to time, be proclaimed for the State New South Wales, or any locality therein (in respect only to employees in that locality), in addition to or in lieu of such day or days. However, an employee may decline at his or her discretion to work on Good Friday, 25 April and 25 December.
- (b) An employee who works at the specific direction of the employer on one of the days specified in subclause (a) of this clause shall be allowed by the employer two consecutive days holidays in lieu of the day worked within one week of the day so worked or an employee who works on any of the days specified in subclause (a) of this clause and who has not been allowed two days off in lieu of the day worked within one week of the day so worked shall be paid for such day at the rate of two days pay for each day worked.
- (c) A casual employee employed to work on any holiday specified herein shall be paid double time and one half with a minimum payment, in the case of a Property Manager or Property Officer, for 3 hours work.
- (d) Where an employee is absent from the employee's employment on the working day before or after a public holiday prescribed under this clause without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment of such holiday.

35. Jury Service

- (a) An employee, other than a casual employee, required to attend for jury service on a day on which he or she would otherwise have been at work shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and:
 - (i) his or her minimum weekly salary pursuant to this award in respect of his or her period of jury service; and

- (ii) in respect of an employee entitled to a motor vehicle standing charge allowance prescribed by this award, that allowance in respect of his or her period of jury service.
- (b) An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of his or her attendance, the duration of such attendance and the amount received in respect of jury service.

36. Compassionate Leave

- (i) An employee, other than a casual employee, shall be entitled to two days compassionate leave on each occasion of the death of a person within Australia as prescribed in subclause (iii) of this clause. Where the death of a person prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to two days compassionate leave. The employee shall be paid for such leave:
 - (a) his or her minimum weekly salary pursuant to this award, in respect of the period of such leave; and
 - (b) in respect of an employee entitled to a motor vehicle standing charge allowance prescribed by this award, that allowance in respect of the period of that leave.
- (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.
- (iii) Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 16A, Personal/Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An Employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Compassionate leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 16A. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

37. Exemptions

- (a) Except as to the provisions of clause 2 ANTI-DISCRIMINATION, sub-clauses (b), (c) and (d) of clause 12 SALESPERSON'S COMMISSION, clause 13 ANNUAL HOLIDAYS, clause 14 LONG SERVICE LEAVE, clause 15 SUPERANNUATION, clause 16 SICK LEAVE, clause 16A PERSONAL/CARERS LEAVE, clause 32 LOCOMOTION, clause 33 TELEPHONE, clause 34 ANNUAL LEAVE LOADING and clause 35 PUBLIC HOLIDAYS, this award shall not apply to:
 - (i) a Salesperson:
 - (1) who is required to work on 6 days of the week and who is in receipt of a salary at least equal to the salary prescribed by Table 1, Rates of Pay of Part E, Monetary Rates for a SALESPERSON plus 30 per cent of that amount, and
 - (2) in respect of whom a Certificate of Exemption has been registered by the employer; or
 - (ii) a Salesperson:
 - (1) who is required to work on 7 days of the week and who is in receipt of a salary at least equal to the salary prescribed by Table 1, Rates of Pay of Part E, Monetary Rates for a SALESPERSON plus 45 per cent of that amount, and
 - (2) in respect of whom a Certificate of Exemption has been registered by the employer; or

- (iii) a Property Manager:
 - (1) who is required to work on 6 days of the week and who is in receipt of a salary of at least equal to the salary prescribed by Table 1, Rates of Pay of Part E, Monetary Rates for a PROPERTY MANAGER plus 30 per cent of that amount; and
 - (2) in respect of whom a Certificate of Exemption has been registered by the employer; or
- (iv) a Property Manager:
 - (1) who is required to work on 7 days of the week and who is in receipt of a salary of at least equal to the salary prescribed by Table 1, Rates of Pay of Part E, Monetary Rates for a PROPERTY MANAGER plus 45 per cent of that amount; and
 - (2) in respect of whom a Certificate of Exemption has been registered by the employer.
- (b) Certificates of Exemption shall be prepared by the employer in the form contained in Schedule 2 of Part D of this award.
- (c) It is a condition of employment that the employee shall sign the Certificate of Exemption on or before the day employment commences.
- (d) The employer and the employee shall sign the Certificate of Exemption and each shall receive a copy. Within 14 days of the Certificate of Exemption being signed, the employer shall send two copies of it to either:

The Real Estate Employers Federation of NSW
Level 16, 44 Market Street, SYDNEY NSW 2000:
or

The Auctioneers & Agents Guild
Level 3, 1 James Place, NORTH SYDNEY NSW 2060,
together with:

- (i) The employer's registration fee as set out in Item 5 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates made payable to either: The Real Estate Employers Federation of NSW or The Auctioneers & Agents Guild; and
- (ii) The employee's registration fee as set out in Item 5 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates made payable to the Real Estate Association of NSW.
- (e) It is a condition of employment that the employee shall, if required by the employer, either pay to the employer the amount as set out in Item 5 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates being the registration fee payable by the employer on behalf of the employee or sign an authority authorising the employer to deduct the registration fee as set out in Item 5 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates from the employee's salary within such period as may be agreed.
- (f) An employer may prepare a Certificate of Exemption on behalf of an employee in a form different to that prescribed by Schedule 2 of Part D of this award provided that the terms and conditions contained in the Certificate of Exemption do not contravene the provisions of this award.
- (g) Any variation in respect of the Certificate of Exemption shall not, unless agreed in writing between the employer and the salesperson, have the effect of terminating the Certificate of Exemption prepared in accordance with this clause and the creation of a new Certificate of Exemption, but shall amount to a variation of the Certificate of Exemption which shall remain in force and effect varied only to the extent of the change. Within 14 days of such variation being signed, the employer shall send two copies of it to either The Real Estate Employers' Federation of NSW or The Auctioneers & Agents Guild, provided that the operative date of such variation shall be the date upon which the variation is signed by the employee. Provided that the requirement to forward copies of the variation to either The Real Estate

Employers' Federation of NSW or The Auctioneers & Agents Guild shall not apply to a variation which only affects commission arrangements between the employer and the employee.

PART C

COMMISSION ONLY SALESPERSONS

38. Scope of Part C

This PART shall apply only to a salesperson who is licensed pursuant to Divisions 1 & 2 of Part 2, of the *Property Stock & Business Agents Act 2002* (NSW) or its predecessor Act, as stock and station agents, real estate agents or business agents and who together with his/her employer have prepared an Employment Agreement in accordance with Clause 11 of this award.

Note: This PART does not apply to employees under PART B of this award.

39. Exclusion

This PART shall not apply to a Licensee-in-Charge, Property Manager or Probationary Salesperson.

40. Alternative Form of Employment

Subject to clause 38 of this PART a salesperson may by agreement with his or her employer be employed pursuant to this PART as an alternative to employment under PART B.

41. Employee

A salesperson employed pursuant to this PART shall be an employee for all purposes.

42. Application of Certain Benefits

In addition to the entitlements conferred by this PART a salesperson employed hereunder shall be covered by:

- (a) the *Annual Holidays Act 1944* (NSW);
- (b) the *Long Service Leave Act 1955* (NSW); and
- (c) PART A of this award.
- (d) Occupational Superannuation legislation.

43. Remuneration

- (a) Salesperson's commission shall be calculated in accordance with the method agreed between employer and employee and evidenced in an Employment Agreement as required by Clause 11 of this award.
- (b) Where a sale is effected by two or more salesperson the selling commission shall be divided between the salesperson in such proportion as they agree.

44. Rostered Days Off

- (a) A salesperson employed pursuant to this Part shall be allowed a minimum of two days free of duty in each week. Such rostered days off shall be given and taken in one consecutive period or two periods each of one day.
- (b) However, a salesperson and his or her employer may agree in writing that days off be deferred and taken later. Leave not taken for whatever reason shall be paid at the end of the 12 month period or upon termination and calculated in accordance with the provisions of Clause 16 (b)(ii).

- (c) The taking of deferred rostered days off in any week or weeks shall in no way affect the taking of days off required by subclause (a).

PART D

SCHEDULE 1

EMPLOYMENT AGREEMENT

SCHEDULE 1 - EMPLOYMENT AGREEMENT

AN AGREEMENT made on the day of20.

BETWEEN:
(Legal Name of Employer)

ABN:

Of: Post Code

Phone:

Trading as :
(write "As above" if same)
In the State of NSW ("the Employer")

AND:
(Full Name of Employee)
("the Employee")

Business Phone:

Unless otherwise stated, reference to the "award" in this Employment Agreement shall mean the Real Estate Industry (State) Award 2003 as may be varied from time to time.

WHEREBY IT IS AGREED as follows:

1. COMMENCEMENT DATE AND CLASSIFICATION:

Employee's commencement date:

Employee's award classification (please tick appropriate box):

Salesperson (Salaried)	<input type="checkbox"/>	Probationary Salesperson	<input type="checkbox"/>
Salesperson (Commission Only)	<input type="checkbox"/>	Licensee-in-Charge	<input type="checkbox"/>
Property Manager	<input type="checkbox"/>	Property Officer	<input type="checkbox"/>

2. THE EMPLOYEE IS ENGAGED:

(please tick as appropriate)

Full time ☐ Part-time ☐ Casual ☐

3. PROBATIONARY PERIOD:

A probationary period of 3 three months shall apply (please tick as appropriate):

☐ Yes ☐ No

If yes, the probationary period will end on _____. It is agreed that either party may terminate the employment on or before this date by providing one weeks notice to the other party.

4. WAGE/SALARY:

The employee will be paid (please tick as appropriate):

☐ The award wage for the classification of the employee; OR

☐ A wage in excess of the award rate for the classification of the employee; OR

☐ The payment of a wage or salary is not applicable because the salesperson will be paid commission only (this only has application to a salesperson licensed pursuant to the provisions of the Property Stock & Business Agents Act 2002 or its predecessor Act).

5. LOCOMOTION ALLOWANCE:

The employee is required to provide his or her own motor vehicle in the course of the employment (please tick the appropriate box)

☐ Yes

☐ No

If yes, the employee shall receive as a minimum, the locomotion allowance as prescribed in Clause 31 of the award. Such allowance shall be paid as either: (please tick as appropriate):

☐ A lump sum; OR

☐ Standing Charge and per km rate; OR

☐ The payment of a locomotion allowance is not applicable because the salesperson will be paid commission only.

6. PHONE ALLOWANCE:

(a) The employer requires the employee to use a telephone at the employee's place of residence in the course of employment (please tick as appropriate)

☐ Yes

☐ No

If yes, the employee shall receive as a minimum, a home telephone allowance as prescribed by Clause 32 of the award. Such allowance shall be paid as either (please tick as appropriate):

☐ A lump sum; OR

☐ Weekly rental and cost of calls; OR

☐ The payment of a home phone allowance is not applicable because the salesperson will be paid commission only.

(b) The employee is required to supply or use a mobile phone

☐ Yes

☐ No

If yes, the basis on which the cost shall be met will be set out in Paragraph 12 of this Employment Agreement

7. EXPENSES:

Where the employee incurs expenses at the request of the employer, such expenses shall be reimbursed by the employer. Where reasonably practicable, expenses shall be paid in advance.

8. METHOD OF PAYMENT:

Any money paid to the Employee by the Employer will be paid (please tick as appropriate):

- ☐ Weekly ☐ Fortnightly ☐ Monthly ☐ by way of:
- ☐ Electronic transfer ☐ Cheque ☐ Cash

9. METHOD OF CALCULATING COMMISSION/INCENTIVE PAYMENTS:

Where the Employee is to be remunerated either in whole or in part, by an incentive scheme, the arrangements shall be as set out in the accompanying annexure.

10. STATUTORY ENTITLEMENTS:

The Employee shall be entitled to benefits prescribed under the *Annual Holidays Act 1944* and *Long Service Leave Act 1955*.

11. LEAVE ENTITLEMENTS:

The Employee shall be entitled to sick leave, personal carers leave and compassionate leave in accordance with the provisions of The Real Estate Industry (State) Award 2002, as varied from time to time.

12. OTHER PROVISIONS:

The Employer and the Employee have further agreed to the following provisions:

13. SIGNATURES

SIGNED by

Name of the Employee

Signature of Employee

Date

SIGNED for and on behalf of

Name of Organisation

Signature of Employer

Date

14. REGISTRATION OF THIS EMPLOYMENT AGREEMENT:

The Employer and the Employee shall sign this Employment Agreement and each shall retain a copy. Within fourteen days of this Employment Agreement being signed, the Employer shall register the Employment Agreement in accordance with Clause 11 of the Real Estate Industry (State) Award 2003.

15. ACKNOWLEDGMENT OF RECEIPT BY EMPLOYEE:

The Employee hereby acknowledges that a copy of this Employment Agreement and annexure thereto is in his/her possession.

Signature of Employer

Date

16. AUTHORITY TO DEDUCT:

The Employee hereby authorises the Employer to deduct \$55.00 from the Employee's salary over a period of week(s). This amount is the registration fee for this Employment Agreement and is payable to The Real Estate Association of NSW.

Signature of Employer

Date

PART D**SCHEDULE 2****CERTIFICATE OF EXEMPTION****SCHEDULE 2 - CERTIFICATE OF EXEMPTION**

AN AGREEMENT made on the day of 20.....

BETWEEN:
(Legal Name of Employer)

ABN:

Of: Post Code:

Phone:

Trading as:

(write "As above" if same)

In the State of NSW ("the Employer")

AND:

(Full Name of Employee)

("the Employee")

Business Phone:

Unless otherwise stated, reference to the "award" in this Employment Agreement shall mean the Real Estate Industry (State) Award 2002 as may be varied from time to time.

WHEREBY IT IS AGREED as follows:

1. COMMENCEMENT DATE AND CLASSIFICATION:

Employee's commencement date: _____

Employee's award classification (please tick appropriate box):

Salesperson (Salaried) ☐

Property Manager ☐

2. THE EMPLOYEE IS ENGAGED:

(please tick as appropriate)

Full-time ☐Part-time ☐Casual ☐

3. PROBATIONARY PERIOD:

A probationary period of 3 three months shall apply (please tick as appropriate):

☐ Yes☐ No

If yes, the probationary period will end on _____. It is agreed that either party may terminate the employment on or before this date by providing one weeks notice to the other party.

4. WAGE/SALARY:

The employee will be paid a wage at least equal to that for the classification of the employee pursuant to the award plus 30 percent (in which case the employee may be required to work 6 days each week) or 45% (in which case the employee may be required to work 7 days each week).

5. LOCOMOTION ALLOWANCE:

The employee is required to provide his or her own motor vehicle in the course of the employment (please tick the appropriate box)

☐ Yes☐ No

If yes, the employee shall receive as a minimum, the locomotion allowance as prescribed in Clause 31 of the award. Such allowance shall be paid as either: (please tick as appropriate):

A lump sum; OR

Standing Charge and per km rate; OR

The payment of a locomotion allowance is not applicable because the salesperson will be paid commission only.

6. PHONE ALLOWANCE:

(a) The employer requires the employee to use a telephone at the employee's place of residence in the course of employment (please tick as appropriate)

☐ Yes☐ No

If yes, the employee shall receive as a minimum, a home telephone allowance as prescribed by Clause 32 of the award. Such allowance shall be paid as either (please tick as appropriate):

A lump sum; OR

Weekly rental and cost of calls; OR

The payment of a home phone allowance is not applicable because the salesperson will be paid commission only.

(b) The employee is required to supply or use a mobile phone

☐ Yes☐ No

If yes, the basis on which the cost shall be met will be set out in Paragraph 12 of this Certificate of Exemption

7. EXPENSES:

Where the employee incurs expenses at the request of the employer, such expenses shall be reimbursed by the employer. Where reasonably practicable, expenses shall be paid in advance.

8. METHOD OF PAYMENT:

Any money paid to the Employee by the Employer will be paid (please tick as appropriate):

- ☐ Weekly ☐ Fortnightly ☐ Monthly by way of
☐ Electronic transfer ☐ Cheque ☐ Cash

9. METHOD OF CALCULATING COMMISSION/INCENTIVE PAYMENTS:

The employee will be further entitled to sales commission/bonus in accordance with the provisions agreed to between the employer and the employee and as contained in a separate document a copy of which is to be kept by each of them.

10. STATUTORY ENTITLEMENTS:

The Employee shall be entitled to benefits prescribed under the *Annual Holidays Act 1944* and *Long Service Leave Act 1955*.

11. LEAVE ENTITLEMENTS:

The Employee shall be entitled to sick leave, personal carers leave and compassionate leave in accordance with the provisions of The Real Estate Industry (State) Award 2002, as varied from time to time.

12. OTHER PROVISIONS:

The Employer and the Employee have further agreed to the following provisions:

13. SIGNATURES:

SIGNED by
Name of the Employee

Signature of Employee Date

SIGNED for and on behalf of
Name of Organisation

Signature of Employer Date

14. REGISTRATION OF THIS CERTIFICATE OF EXEMPTION:

The Employer and the Employee shall sign this Certificate of Exemption and each shall retain a copy. Within fourteen days of this Certificate of Exemption being signed, the Employer shall register it in accordance with Clause 11 of the Real Estate Industry (State) Award 2002.

15. ACKNOWLEDGMENT OF RECEIPT BY EMPLOYEE:

The Employee hereby acknowledges that a copy of this Certificate of Exemption is in his/her possession.

Signature of Employee:

Date:

16. AUTHORITY TO DEDUCT:

The Employee hereby authorises the Employer to deduct \$55.00 from the Employee's salary over a period of weeks. This amount is the registration fee for this Certificate of Exemption and is payable to The Real Estate Association of NSW.

Signature of Employee:

Date:

PART D**SCHEDULE 3****EMPLOYEE'S TRAVEL SCHEDULE**

To be completed by the employee in order to be reimbursed in accordance with Clause 31 of the Real Estate Industry (State) Award, for each kilometre travelled in the course of employment.

Employer: (insert trading name)

Employee: (insert name)

Pay period ending: (insert date)

Car Odometer Reading Start:

Car Odometer Reading Finish:

Car: Make & Model:

DATE	START LOCATION	DESTINATION	PURPOSE	TOTAL KMS TRAVELLED	SIGNATURE
TOTAL					

THE EMPLOYEE SHALL PRESENT A COPY OF THIS SCHEDULE TO THE EMPLOYER AT THE END OF THE NOMINATED PAY PERIOD.

Employer's signature:

Date Received:

PART E**MONETARY RATES****Basic Wage for Adult Males: \$121.40 per week****Table 1 - Rates of Pay**

Full-time Employees	Former Wage Rate Per Week \$	Increase \$	Total Rate Per Week (ffpp 1/1/2005) \$
Salesperson	483.10	19.00	502.10
Property Manager	522.5	19.00	541.50
Property Officer:			
Grade 1	506.00	19.00	525.00
Grade 2	488.00	19.00	507.00
Grade 3	472.10	19.00	491.10
Licensee-in-Charge	574.00	19.00	593.00

Table 2 - Other Rates and Allowances

Item No.	Clause	Brief Description	Amount \$
1.	11(c)(i) & (ii) & 10(d)	Employment Agreement - employer and employee registration fee	55.00 each, which amount includes GST.
2.	31(A)(b)(ii)	Use of own vehicle where vehicle is new to five years of age: engine capacity up to and including 1600cc - standing charge - kilometre rate - lump sum by agreement engine capacity 1601cc up to and including 2600cc - standing charge - kilometre rate - lump sum by agreement engine capacity over 2600cc - standing charge - kilometre rate - lump sum by agreement	76.25 per week 0.12 per km 140.00 per week 104.50 per week 0.14 per km 180.00 per week 108.75 per week 0.16 per km 195.00 per week
3.	31(A)(b)(iii)	Use of own vehicle where vehicle is over five years of age: engine capacity up to and including 1600cc - standing charge - kilometre rate - lump sum by agreement engine capacity 1601cc up to and including 2600cc - standing charge	38.75 per week 0.12 per km 105.00 per week 58.00 per week 0.14 per km 135.00 per week

		<ul style="list-style-type: none"> - kilometre rate - lump sum by agreement engine capacity over 2600cc - standing charge - kilometre rate - lump sum by agreement 	63.25 per week 0.18 per km 160.00 per week
4.	32	Telephone reimbursements <ul style="list-style-type: none"> - annual rental - weekly allowance - lump sum 	250.00 4.80 10.00
5.	37	Certificate of Exemption <ul style="list-style-type: none"> - employer & employee registration fee 	55.00 each, which amount includes GST.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1659)

SERIAL C4061

BLUE CIRCLE BERRIMA WORKS K5 TEMPORARY LABOUR (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4126 of 2005)

Before Mr Deputy President Sams

23 September 2005

REVIEWED AWARD

1. Preamble & Contents

1.1 Preamble

This award has been negotiated to regulate the employment of temporary labour required during the operation of K5. The parties acknowledge that:

- (a) this temporary labour is surplus to the usual labour requirements of the Berrima Works when operated essentially as a single kiln operation utilising K6;
- (b) the temporary labour shall be gainfully employed on productive work subject to the terms of this award;
- (c) when K5 is not running, the temporary labour will provide an opportunity for regular BCSC employees to take accrued leave generally and in particular over the Christmas period, especially those with excessive amounts of accrued annual leave;
- (d) BCSC may in its complete discretion terminate the temporary labour (in accordance with clause 6 of this award) when the need for it has passed associated with the use of K5 in the current market context; and
- (e) to avoid any doubt, this award is not to be used as a device to employee regular BCSC employees.

1.2 Contents

- 1. Preamble & Contents
 - 1.1 Preamble
 - 1.2 Contents
- 2. Dictionary
 - 2.1 Definitions
- 3. Parties And Application
 - 3.1 Application
 - 3.2 Commencement and Nominal Term
- 4. Parent Award
 - 4.1 Application of Parent Award
 - 4.2 Certain Provision in the Parent Award Not to Apply
- 5. Contract Of Employment
 - 5.1 Offer of Employment
 - 5.2 Notice to Appropriate Union
 - 5.3 Probation

6. Redundancy
 - 6.1 Determination
 - 6.2 Notice
 - 6.3 Redundancy Pay
7. Temporary Employee Obligations
 - 7.1 General
8. Work Organisation & Temporary Numbers
 - 8.1 Temporary Employees to Work to Their Level of Competency
 - 8.2 Overtime
 - 8.3 Training
 - 8.4 Relief
 - 8.5 Temporary Numbers
9. Taking Of Accrued Leave By Regular BCSC Employees
 - 9.1 Co-Operation In The Taking Of Leave
10. Discrimination
 - 10.1 Anti-Discrimination
11. Counselling
 - 11.1 Procedure - Unsatisfactory Performance

Schedule "A"

2. Dictionary

2.1 Definitions

In this award the following words shall have the meaning given to them by this dictionary:

BCSC	Blue Circle Southern Cement Limited;
Temporary Employee	a person employed by BCSC under the terms of this award pursuant to a letter of appointment as set out in Schedule "A";
Temporary Labour	as for temporary employee;
Start Date	the day when the Industrial Relations Commission of NSW makes this award;
Unions	the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union NSW Branch, the Electrical Trades Union of Australia, New South Wales Branch;
Appropriate Union	the relevant union;
Appropriate action	in clause 11 includes training, further review, warning (verbal or written) or dismissal from employment;
Regular BCSC employee	a person employed by BCSC under the terms of the parent award and to avoid any doubt, not pursuant to a letter of appointment as set out in Schedule "A";
Federal Act	the <i>Workplace Relations Act 1966</i> ;
Act	<i>Industrial Relations Act 1996</i> ;
K5	Kiln No. 5;
K6	Kiln No. 6;
Berrima Works	the Berrima Works operated by BCSC at Taylor Ave New Berrima NSW;
Parent Award	the Blue Circle Southern Cement Ltd (State) Award 2004
Accrued Leave	accrued statutory leave and rostered days off;
Excessive accrued annual leave	accrued annual leave in excess of 240 hours; and
Christmas period	the period from 1 December to 31 January.

3. Parties and Application

3.1 Application

This award shall apply to and is binding on regular BCSC employees, temporary employees, BCSC and the Unions.

3.2 Commencement and Nominal Term

This award shall take effect on and from 20 November 2002 and shall have a nominal term of eighteen months.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act*, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 23 September 2005.

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

4. Parent Award

4.1 Application of Parent Award

Subject to clause 4.2 the parent award shall apply to a temporary employee.

4.2 Certain Provision in the Parent Award Not to Apply

Despite anything else in this award clause 24, Redundancy and Schedule "A", Security of Employment of the parent award shall not apply to a temporary employee.

5. Contract of Employment

5.1 Offer of Employment

For a person to be employed under the terms of this award as a temporary employee, they must be offered and accept such employment in accordance with a letter of appointment as set out in Schedule "A" to this award.

5.2 Notice to Appropriate Union

Upon executing a letter of appointment in accordance with clause 5.1 a copy shall be sent, by BCSC, to the appropriate union.

5.3 Probation

From a temporary employee's commencement date they will be employed on probation for a period of one month.

6. Redundancy

6.1 Determination

If BCSC determine that the work being performed by a temporary employee is no longer required to be performed because K5 is not at that time being operated, then BCSC may (in its complete discretion) terminate the employment of a temporary employee but only in accordance with this clause.

6.2 Notice

In lieu of any notice arising from the parent award, to affect the termination of employment of a temporary employee in accordance with clause 6.1 BCSC shall give a temporary employee two weeks notice of termination of employment and a further three weeks payment in lieu of notice.

6.3 Redundancy Pay

BCSC shall pay to each temporary employee terminated in accordance with this clause an amount calculated as follows as a redundancy payment:

- (a) If the temporary employee is under 45 years of age:

Less than 1 year's service	pro rata of 4 weeks' pay;
1 year and less than 2 years	4 weeks' pay; and
2 years and less than 3 years	7 weeks' pay.

- (b) If the temporary employee is 45 years of age or over:

Less than 1 year's service	pro rate of 5 weeks' pay;
1 year and less than 2 years	5 weeks' pay; and
2 years and less than 3 years	8.75 weeks' pay.

7. Temporary Employee Obligations

7.1 General

A temporary employees must perform their work and do everything connected with it:

- (a) in accordance with this award;
- (b) with due care and skill and to their level of competency;
- (c) safely, and in accordance with BCSC's safety requirements;
- (d) in accordance with the day to day operational directions given by BCSC;
- (e) in accordance with any operating or work procedures, methods or systems relevant to the performance of their work;
- (f) using best efforts to promote BCSC's business;
- (g) without jeopardising or damaging BCSC's business; and
- (h) in compliance with all relevant laws.

8. Work Organisation & Temporary Numbers

8.1 Temporary Employees to Work to Their Level of Competency

A temporary employee shall perform such work as BCSC require subject to their level of competency.

8.2 Overtime

Subject to any fatigue management plan in operation at the Berrima Works, regular BCSC employees will be given preference over temporary employees in the allocation of overtime.

8.3 Training

Regular BCSC employees will be given preference over temporary employees in the allocation of training unless the training is required to allow a temporary employee to perform their work.

8.4 Relief

Regular BCSC employees will be given preference over temporary employees in performing relief roles that the regular BCSC employees are competent to perform.

8.5 Temporary Numbers

Subject to this award, the number of temporary employees employed will be agreed to from time to time by the parties.

9. Taking of Accrued Leave By Regular Bcsc Employees

9.1 Co-Operation In The Taking Of Leave

The employment of the temporary employees provides an opportunity for regular BCSC employees to take accrued leave. Accordingly regular BCSC employees:

- (a) will positively co-operate with BCSC in the taking of accrued leave during this period; and
- (b) who have excessive accrued annual leave will meet with their department manager (in the first month of this award) and agree on a reasonable amount of excess leave to be taken at a time during the nominal term of this award (with a priority on the Christmas period) provided that temporary employees are competent and available to relieve them.

10. Discrimination

10.1 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 conflict procedure prescribed by this award (or the parent 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 that, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise a temporary employee because the temporary employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;

- (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notation:

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

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

11. Counselling

11.1 Procedure - Unsatisfactory Performance

Upon BCSC becoming aware that a temporary employee has acted contrary to clause 7 they shall:

- (a) undertake an investigation of the matter;
- (b) put the matter to the temporary employee with any relevant supporting information BCSC is aware of and allow them to respond;
- (c) consider the temporary employee's response;
- (d) conclude whether or not the temporary employee has acted contrary to clause 7.1;
- (e) explain why the conclusion reached has been arrived at; and then
- (f) take such appropriate action as BCSC see fit.

To avoid any doubt during this process a temporary employee may be:

- (a) accompanied by a delegate of an appropriate union; or
- (b) represented by an official of the appropriate union.

SCHEDULE "A"

Dear

Re: LETTER OF APPOINTMENT AS A TEMPORARY EMPLOYEE

Background

Due to market demand it has become necessary to temporarily return our No 5 Kiln Wet Process Plant to operation. This requires additional labour resources for plant operation, maintenance and general cleaning.

Offer & Terms

BCSC offers to employ you in the position of _____ as a temporary employee. Your employment will commence on _____.

Your employment is regulated by the Blue Circle Southern Cement Ltd Kiln No. 5 Temporary Labour (State) Award a copy of which is attached.

Acceptance

If you wish to accept this offer, please sign the original of this letter and return it to me by _____.

The copy of this letter, attached, is for your record.

Yours faithfully

R STRODE
Human Resources Manager

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1155)

SERIAL C4144**TAB CLERICAL AND ADMINISTRATIVE AGENCY CASUAL STAFF
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4152 of 2005)

Before Mr Deputy President Grayson

4 October 2005

REVIEWED AWARD

Clause No.	Subject Matter
1.	The Award
2.	The Parties
3.	Conditions Not altered by this Award
4.	Terms of Engagement
5.	Hours of Work
6.	Seven Day Roster
8.	Wage Rates
9.	Overtime
10.	Meal Allowance
11.	Meal Break
12.	Rest Pause
13.	Finishing at Night
14.	Public Holidays
15.	Variations in Balancing Cash
16.	Uniforms
17.	Illness on Duty
18.	Adverse Reports
19.	Posting of Award and Notices
20.	Higher Duties
21.	Cancelled or Postponed Meetings
22.	Dispute/Grievance Resolution Procedure
23.	Superannuation
24.	Termination of Employment Caused by Technological Change and/or Agency Closure
25.	No Extra Claims
26.	Area, Incidence and Duration
27.	Commitment
28.	Anti-Discrimination

1. The Award

This Award shall be known as the TAB Clerical and Administrative Agency Casual Staff Award 2004. It shall apply to casual staff employed in all Agencies operated by members of the Association to carry out clerical/customer service duties.

2. The Parties

This Award has been made between the TAB AGENTS ASSOCIATION OF NSW and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

3. Conditions Not Altered By This Award

Unless specifically addressed in the context of this Award, conditions of employment remain unchanged by the implementation of this Award.

4. Terms of Engagement

All staff employed under the terms of the Agreement shall be "casual" employees and engaged on an hourly basis. They shall be paid for all time worked by taking into account the time of starting and finishing. Any time worked beyond each quarter shall be regarded as employment for a further quarter of an hour.

5. Hours of Work

- (a) The hours of work shall be as required by the employer and as notified to the employee.
- (b) Each first daily engagement, Monday to Saturday inclusive in the Sydney Metropolitan Area (as defined by the Board) shall be for the following minimum periods, viz:
 - (i) At inner city Agencies operating on extended city hours, three (3) hours.
 - (ii) Elsewhere in the Sydney Metropolitan Area, two (2) hours.
- (c) Engagements in areas other than the Sydney Metropolitan Area shall be for a period of two (2) hours.

6. Seven Day Roster

A seven day roster showing the commencing and finishing times of members shall be prepared and posted on the notice board fourteen (14) days in advance of its commencement.

7. Payment of Wages

- (i) Each member shall be paid weekly for the week commencing on Friday morning and finishing on Thursday night or such other accounting week approved by the TAB. The pay shall be available from the opening time on the next business day following the close of the accounting week and shall be paid during working hours.

8. Wage Rates

- (i) Hourly Rates

The following hourly rates shall apply from the first full pay period to commence on or after 1 October 2004, the date of effect of this Award.

	Adults	19&20	18 & under
Ordinary time	\$17.97	\$13.48	\$10.77
Sunday & Public Holidays	\$31.45	\$23.59	\$18.85

- (ii) Trainees

The parties agree that trainees may be employed for a maximum of 12 hours (usually 3 shifts of 4 hours duration) for on the job training. Such employees shall be paid not less than 80% of the hourly rates prescribed in (i) above.

- (iii) The rates of pay contained in this clause:

- (a) Are expressed as a total rate for calculation purposes and they are inclusive of pro-rata loading for Annual Leave, pursuant to the provisions of Clause 4, sub-clause (3) of the *Annual Holidays Act*, 1944, as amended.

- (b) Are calculated in accordance with the formula agreed to in correspondence between the parties of this Agreement, and shall be altered in accordance with any variation to the basis of or any of the components of such formula.

9. Overtime

All time worked in excess of 9 hours per day shall be overtime and paid for at the rate of time and one half for the first two hours and double time thereafter.

All time worked on Sundays and Public Holidays shall be overtime and paid for at the rate of time and three quarters of ordinary time.

10. Meal Allowance

- (a) The employer shall provide a suitable meal or shall pay a meal allowance according to the following scale:-
 - (i) \$9.40 for breakfast when required to commence work at or before 6.00 a.m.
 - (ii) \$9.40 for a meal when rostered or authorised to work ten hours or more per day (inclusive of meal break) provided that, where the time beyond ten hours, inclusive of meal breaks, extends beyond four hours, a further allowance of \$9.40 for a meal shall be paid in respect of each and every period of four hours worked.
 - (iii) The meal allowance shall be reviewed in April each year in line with the PhoneTAB Casual Award.
- (b) The employer shall provide ingredients and the facilities for making tea and coffee for employees.

11. Meal Break

As far as is practicable, staff who work longer than five and a half (5.5) hours shall be given a meal break of half an hour, after working for four (4) hours. There shall be no penalty payment for Crib Time.

12. Rest Pause

As far as practicable, each employee shall be allowed a rest pause of fifteen minutes after two (2) hours and before the expiration of the third hour of any shift, where it is intended to work such member four (4) hours or more.

13. Finishing at Night

Staff required to work a shift terminating at or after 11.00pm shall be paid an amount of \$9.10 where excess fares are incurred or, alternatively, the full cost of transport to their home where special transport is required.

14. Public Holidays

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, Newcastle Show Day within the area proclaimed in the Gazette and any other day gazetted as a Public Holiday, shall be holidays for the purpose of this Agreement.

15. Variations in Balancing Cash

- (a) Each employee handling cash shall be required to notify the respective officer-in-charge of any variations in cash when balancing, provided that shortages which are not the result of any fault or negligence of the members, or which are the result of faults in the ticket issuing machines or electrical or mechanical systems shall not be classified as shortages for the purpose of this Clause.
- (b) Employees shall be responsible for correctness of cash.

- (c) The Cash Control procedures as laid down in the TAB Operations Manual, as may be amended by the Board, are mandatory, and no member shall be responsible for any shortages arising out of any failure by the Employer to observe or comply with such procedures.
- (d) In the event of any employee becoming liable to make repayment pursuant to this Clause, the amount of repayment instalments shall not exceed the rate of 25 percent of the weekly wages of such member.
- (e) Employee shall be notified, as soon as possible, of any shortages and, where any dispute arises in connection with a shortage an accredited officer of the Union shall have the right to discuss the matter with the management of the Board or a representative of the Association for the purpose of settling the dispute. Failing agreement at such discussion the dispute shall be referred to an independent arbitrator to be agreed upon between the Union and the Association, and the arbitrator's decision shall be final.
- (f) The employer shall allocate a reasonable amount of time to members working as payers or sellers for the purpose of balancing and setting up.

Such time shall be included for the purpose of the shift so that the time of commencement and completion of any shift shall include such time as is necessary to set up and balance cash.
- (g) The employer shall indemnify the employees in respect of any costs or charges incurred by any member in recovering any shortage of cash, where the Employer has given consent in writing to such action.

16. Uniforms

Where a member is required to wear a distinctive dress or uniform, the same shall be supplied by the employer, free of any charge to the member.

17. Illness on Duty

An employee who is forced through illness to leave duty for any part of a shift, shall be paid for the minimum period of that shift, and where more than the minimum period of that shift had been worked prior to illness, shall be paid for the full rostered shift as if the member had not been ill and required to leave.

18. Adverse Reports

- (a) No adverse report of a member arising out of the course of such employee's employment shall be placed with the personal records or noted thereon unless the member concerned has been shown in the said report and has been given an opportunity of replying thereto.
- (b) Where employees object to an adverse report being placed with their personal records, and having replied to such report, the matter shall be dealt with in accordance with Clause 22, Dispute/Grievance Resolution Procedure.

19. Posting of Award and Notices

- (a) A copy of this Award with all variations thereof shall be posted and kept posted by the employer in a prominent place on the employer's premises accessible to all employees.

20. Higher Duties

- (a) Any person who is required to act in a position as Agent's Relief for any period of not less than one (1) hour shall be paid an amount equal to twelve and one half per cent (12 1/2%) of the ordinary time hourly rate of pay for an adult from time to time effective. Such payment shall be made as set out in this sub-clause regardless of whether the Higher Duties are performed during ordinary time or on Sundays or Public Holidays.
- (b) For the purpose of this clause Agent's Relief shall mean any person who is required to accept responsibility for the operation of an Agency in the absence of the Agent.

- (c) Absences of more than five (5) continuous working days will be paid at a rate agreed upon between the Agent and approved Agents Relief.

21. Cancelled Or Postponed Meetings

In the event of a member attending for duty and the race meeting for which the member has been rostered being cancelled or postponed within one hour prior to the time for commencing work such member shall be paid for the minimum shift for the relevant periods.

22. Dispute/Grievance Resolution Procedure

It is a condition of this Agreement that the procedures outlined hereunder will be followed and that there shall be no disruption to work whilst these procedures are being followed.

An individual employee shall have the right to be accompanied to any or all of the discussions outlined hereunder, by a Union representative or independent observer.

During the course of the various discussions outlined herein the parties agree that the proceedings may be audio-taped with copies of such recordings available to all parties.

(a) Individual Employees

- (i) In the first instance the employee will notify (in writing or otherwise) to their Agent as to the substance of the grievance, request a meeting to discuss it and state the remedy sought. Such a meeting should, where practicable be held within 48 hours of the notification.
- (ii) If the matter is not resolved at (i), details should be referred to the TAB Agents' Association where further discussions with the employee and Agent should take place within 48 hours.
- (iii) If the remedy sought in (i) still cannot be provided, the employee is to be provided with a written explanation as to why this is so.
- (iv) If the matter still remains unresolved to the satisfaction of either party, the issue may be referred to the Industrial Relations Commission.

(b) Interpretation, Application or Operation of Agreement

- (i) In the first instance the employee or Union shall notify (in writing or otherwise) to the relevant Agent as to the substance of the dispute and request a meeting to discuss the remedy sought. A meeting shall as far as practicable be held within 48 hours of notification.
- (ii) If the matter is not resolved in this meeting, the matter shall be further discussed by the employees, the Agent and the TAB Agents' Association. This should take place within 48 hours of the completion of (i).
- (iii) The parties shall have the right to refer the matter to the Industrial Relations Commission if the matter remains unresolved after (ii).

23. Superannuation

Superannuation contributions shall continue to be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992* based on "ordinary time earnings" as defined in the Act.

24. Termination of Employment Caused By Technological Change and/Or Agency Closure

Notwithstanding the provisions of Clause 4, Terms of Engagement, should any employee be affected by the introduction of new technology or by the possible or actual closure of the Agency, then the parties undertake to discuss the issue.

Nothing in this clause shall prevent either party from using the provisions of the dispute/grievance resolution procedure.

25. No Extra Claims

Parties to this Award undertake not to pursue any extra claims, except those allowed by part 3, Chapter 2 of the *Industrial Relations Act 1996*. Under the Act, items may be raised for discussion with a view to achieving mutually agreed variations during the life of this Award.

26. Area, Incidence and Duration

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

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

This award rescinds and replaces the TAB Administrative and Clerical Agency Staff Award 2002 published 14 March 2003 (338 I.G. 778).

It shall apply to persons employed on a casual basis in any clerical capacity whatsoever within the jurisdiction of the Clerks (State) Industrial Committee.

27. Commitment to Review

The parties are committed to commence a review of the award by 1 July 2005.

28. Anti - Discrimination

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

NOTES

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

"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."

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

M5 SOUTH WEST MOTORWAY CONSENT AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 by The Australian Workers' Union, New South Wales of a dispute with Interlink Roads re negotiations concerning replacement award.

(No. IRC 6074 of 2005)

Before The Honourable Justice Backman

15 December 2005

AWARD

Clause No.	Subject Matter
1.	Title
2.	Date of Operation
3.	Definitions
4.	Aims And Commitments
4.1	Aims
4.2	Commitment
5.	Terms Of Engagement
6.	Full-Time Collectors
7.	Rostered Day Off
8.	Casual Collectors
9.	Shift Work
10.	Roster Variations
11.	Overtime Rates
12.	Penalty Rates
13.	Rates of Pay
14.	Electronic Funds Transfer
15.	Rosters
16.	Restrictive Work Practices
17.	Technological Change
18.	Emergency Work
19.	Superannuation
20.	Annual Leave
21.	Sick Leave
22.	Long Service Leave
23.	Public Holidays
24.	Jury Service
25.	Bereavement Leave
26.	Parental Leave
27.	Personal/Carer's Leave
28.	Anti-Discrimination And Harassment
29.	Occupational Health And Safety
30.	Income Protection Scheme
31.	Uniforms
32.	Medical Examinations
33.	Hepatitis Injections
34.	Training
35.	Alcohol And Other Drugs
36.	Counselling Procedures
37.	Termination of Employment
37.1	Summary Dismissal
37.2	Termination on Notice
38.	Redundancy

- 39. Union Procedures
 - 39.1 Entry
 - 39.2 Delegates
 - 39.3 Union Meeting
 - 39.4 Union Training
- 40. Dispute Avoidance And Grievance Procedure
- 41. No Duress
- 42. No Extra Claims

1. Title

The short title of this Award shall be the "M5 South West Motorway Consent Award".

2. Date of Operation

This award rescinds and replaces the M5 South West Motorway Consent Award 2002 published 4 July 2003 (340 I.G. 246).

This Award shall operate from 15 December 2005 and shall remain in force until 15 December 2008.

3. Definitions

"Afternoon Shift" means a shift as defined in clause 9.1 (b).

"Award" means the Interlink Roads M5 South West Motorway Consent Award.

"Collector" as the context allows means an employee whether employed as casual or not, who is engaged to work on a regular basis designed to cover operations twenty four hours per day, seven days per week fifty two weeks per year and where the Collector is regularly required to work on Saturdays, Sundays and Public Holidays carrying out duties as defined in Clause 5.3. A Collector may collect payments or otherwise provide assistance at a toll plaza as directed by the Supervisor or Controller.

"Controller" means persons engaged by Interlink to control all operations on the Motorway during a shift. Controllers provide instruction and guidance to Supervisors and Collectors.

"Day Shift" means a shift as defined in clause 9.1(a).

"Day Shift Rates" shall mean the hourly rate payable to a Collector employed on the day shift as defined in clause 9.1(a) of this Award. The day shift rate is set out in Appendix A to this award.

"Interlink" means Interlink Roads Pty Limited.

"Management" means persons engaged by Interlink on a salary basis either in a supervision or management capacity.

"Master Collector Roster" or "Roster" means the roster of working hours and shifts for a typical four weekly Roster Cycle.

"M5" means the M5 South West Motorway as augmented or changed from time to time generally extending from King Georges Road, Beverly Hills to the F5 Freeway south of Campbelltown Road at Prestons.

"Night shift" means a shift as defined in clause 9.1(c).

"Parties" means Interlink, the Union and the Collectors.

"Premises" means all the land on which Interlink carries out Motorway activities.

"Roster Cycle" means a typical four-week period on the Master Collector Roster for the Full-time Collectors.

"Supervisor" means a person engaged by Interlink to supervise the work of Collectors.

"Union" means the Australian Workers' Union New South Wales.

4. Aims and Commitments

4.1 Aims

The Parties have agreed to work together to develop a committed, flexible and skilled workforce that is focused on high productivity and safe working conditions in an endeavour to maximise the opportunity for continuous work for Collectors by a combination of more flexible manning arrangements, increasing traffic flows and by minimising costs. The Collectors agree to carry out Collector's duties as defined in clause 5.3. Interlink recognises that its Collectors can play a role in achieving these broad objectives.

In particular the Parties have agreed to the following specific objectives:

- (a) To provide a safe and healthy work place, and where State or National Occupational Health and Safety Standards and Codes of Practice exist they will be adhered to, and regarded as a minimum standard;
- (b) The empowerment of individuals to make and be accountable for decisions;
- (c) A strong emphasis on teamwork;
- (d) The encouragement of innovative action and best practice';
- (e) To provide a genuine consultation involving Interlink with the Collectors and the Union;
- (f) To focus on the long term satisfaction of Interlink and its customers;
- (g) To provide and maintain effective communication between Interlink, the Collectors and the Union;
- (h) To focus on improving the quality of service to the public;
- (i) To provide training to Collectors;
- (j) To ensure that the M5 South West Motorway remains open for 24 hours per day in order to collect tolls.

4.2 Commitment

The Parties to this Award are committed to ensuring that:

- (a) This Award will lead to real gains in productivity and workplace efficiencies, without any reduction in health and safety standards.
- (b) The Award be observed.
- (c) No further increases or decreases in any conditions, including but not limited to rates of pay, to those provided for in this Award will be claimed or paid.
- (d) No stoppage of work or other forms of industrial action will occur at any time.

5. Terms of Engagement

- 5.1 Interlink shall inform each Collector as to the terms of his or her engagement and whether he or she is employed on a full time or casual basis.

- 5.2 It is a fundamental term of employment that Collectors have to deal with the public and provide friendly, courteous service at all times. Collectors shall be required to present a neat appearance to the public at all times and to be punctual and diligent in commencing times for shifts. Failure to do so may lead to disciplinary action or dismissal. Collectors will handle large sums of cash and will be subject to regular security and audit procedures during their employment. In the event of any misappropriation of funds Collectors will be liable to dismissal without notice.
- 5.3 The duties of a Collector include, but are not limited to:
- the swift and accurate collection of tolls ensuring minimal delays to customers,
 - the provision of a high level of customer service,
 - the operation of the manual toll collection system,
 - the provision of assistance to customers in automatic lanes,
 - the identification and rectification of minor malfunctions in the toll collection equipment,
- Other duties as reasonably directed by the Supervisor or Controller from time to time.
- 5.4 Collectors will be supervised on each shift by a Supervisor. From time to time, a Collector may be required to act in the capacity of Supervisor and in those circumstances, that Collector will be paid at the rate set out in clause 13.3 and, at any time, a Supervisor may act as a Collector.
- 5.5 All Interlink policies as varied from time to time form part of the terms of Collectors' employment and Collectors shall act in accordance with all Interlink policies as varied from time to time. Employees will be informed of current policies at the time of employment. Wherever possible, employees will be advised of changes in policy two weeks prior to their implementation and Interlink will consult in good faith with employees where changes in policy may affect employees working conditions.
- 5.6 Collectors' employment shall be subject to the successful completion of a two month probationary period. Interlink shall advise each Collector, prior to the expiration of the two month probationary period as to whether their employment shall continue.

6. Full-Time Collectors

- 6.1 Full-time Collectors shall each work an average of 38 hours per week over each four week Roster Cycle and 152 hours over the four week period in accordance with the Roster. The 152 hours will comprise of eight-hour shifts as defined in the Roster.
- The Roster may vary from time to time but any changes to the Roster will be agreed with the affected Collectors. However, the total 152 hours worked in each Roster Cycle will not fluctuate.
- 6.2 A Collector must be available for all shifts as per the Roster and will work the times prescribed in the Roster and will perform all necessary duties in each Shift. Hand overs at the conclusion of each shift and commencement of the next shift shall take place in the Toll Booth.
- 6.3 After every two hours on duty, Collectors shall take a paid break of no more than twenty (20) minutes duration from the rostered workplace, such break to be taken in the lunchroom or other areas as approved by management
- 6.4 As near as possible to the middle of each shift Full-time Collectors are required to take a meal break of not less than thirty five (35) minutes. A failure to take a meal break of not less than thirty five (35) minutes shall not result in shortening the time of the roster, of this thirty five (35) minutes meal break, thirty (30) minutes is unpaid. When this meal break occurs, this break is in substitution for a paid break otherwise prescribed by sub-clause 6.3.

- 6.5 Where the Company requires a Collector to work through a rostered break, the Collector is entitled to take the rostered break as soon as is practicable thereafter.
- 6.6 Fulltime Collectors will have at least 10 consecutive hours off duty between consecutive shifts of work.

7. Rostered Day Off

Working hours shall be worked in accordance with the Roster with 0.4 of one hour each 8 hours worked accruing as an entitlement for each Full-time Collector to take an RDO every four week cycle. A paid RDO shall be taken in accordance with the Roster RDO provisions of this Award.

8. Casual Collectors

- 8.1 "Casual Collector" shall mean a Collector engaged to carry out the duties of a Collector but who is employed and paid by the hour with no guaranteed hours of work per week and whose employment terminates at the end of each engagement.
- 8.2 A Casual Collector shall be provided with a minimum of three hours work each shift.
- 8.3 A Casual Collector must be reasonably available for work on call at the discretion of management.
- 8.4 After every two hours on duty, a Casual Collector shall take a paid break of no more than twenty (20) minutes duration from the rostered workplace. The break shall be taken in the lunchroom or other areas as approved by Management.
- 8.5 Where a Casual Collector works more than four (4) hours on any given day, such Collector shall be entitled to a meal break of not less than 35 minutes for the purpose of taking a meal, of this thirty five minute meal break, 30 minutes is unpaid. Where an unpaid meal break occurs, this break is in substitution for a paid break otherwise prescribed by sub-clause 8.4. A failure by the Casual Collector to take an unpaid meal break shall not be compensated.
- 8.6 Where the Company requires a Casual Collector to work through a rostered break, the Casual Collector is entitled to take the rostered break as soon as is practicable thereafter.
- 8.7 Casual Collectors will have at least 10 consecutive hours off duty between consecutive shifts of work (except when working both morning and afternoon on the same day).
- 8.8 Casual Collectors shall be paid a 20% loading as prescribed in Appendix 'A'.

9. Shift Work

- 9.1
- (a) "Day Shift" means a shift which starts between 5.00am and 1.00pm.
 - (b) "Afternoon Shift" means a shift which starts between 1.00pm and 9.00pm. 17.5% shift allowance.
 - (c) "Night Shift" means a shift which starts between 9.00pm and 5.00am. 20% shift allowance.
- 9.2 In the event of the oncoming Collector not reporting for duty at the normal shift changeover time, the off going Collector shall remain on duty for up to a maximum of one hour until relieved. A Collector who remains on duty after his/her shift and is waiting for a Shift Relief for more than fifteen (15) minutes will be paid for the additional time at the appropriate rates. Should relief be required for less than fifteen (15) minutes between two Collectors, the off going collector will not be paid any additional payment and the two Collectors shall endeavour to return the relief to the other party between themselves.

10. Roster Variations

- 10.1 In the event that a Full-time Collector seeks to vary the Roster by agreement, each Collector shall be required to comply with the following:
- to find their own replacement for any shift change;
 - the replacement must be approved by the Operations Manager or his nominee;
 - the replacement must be an existing Collector;
- Collectors who use the replacement provisions must return the time worked to the other Collector between themselves without any cost to Interlink;
- 10.2 Any Collector who requires a shift change must complete the "Application For Change of Roster Form" (IRF-OPS-008) and have it approved by the Operations Manager or his nominee prior to the shift change occurring.
- 10.3 Casual Collectors may each request Twelve (12) shift changes per year, for approximately the equal amount of hours within the same pay week. Example: if working four (4) hours then the exchange will be for a four (4) hour shift (within a margin of thirty minutes, more or less) and can be exchanged with a Fulltime Collector for like hours. The Casual Collector must follow the same procedure as a Fulltime Collector.

11. Overtime Rates

- 11.1 Where a Collector, but for this subclause, would be entitled to receive overtime rates and penalty rates, the Collector shall be entitled to receive either of the overtime rate or the penalty rate, whichever is the higher applicable to the work, but not both rates.
- 11.2 Overtime rates and penalty rates shall be calculated by reference to the day shift rate only and not reference to any shift allowance.
- 11.3 Collectors shall be paid at the rate of double time for all time worked in excess of eight hours per day.
- 11.4 A Collector (other than a casual Collector who works both morning and afternoon on the same day) who has not had at least 10 consecutive hours off duty shall be released after completion of shift until he or she has had 10 consecutive hours off duty without loss of pay.
- If, on the instruction of the employer, such Collector (other than a casual Collector who works both morning and afternoon on the same day) resumes or continues work without having had 10 hours consecutive hours off duty, then he or she shall be paid at double time until being released from duty for that period and shall then be entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay.
- 11.5 Clause 11.1, 11.2 and 11.3 above, shall not apply where the time worked is by arrangement between the Collectors themselves, or when the rotation of shifts (e.g. afternoon to night) has necessitated work in excess of the ordinary hours as part of a revised roster.
- 11.6 Collectors will be required to work a reasonable amount of overtime under the terms of this Award.
- 11.7 Overtime opportunities will be extended to full-time, then casual Collectors in that order of priority where overtime will be allocated for an entire shift.
- 11.8 Collectors who are required to work unscheduled continuous additional hours on any shift for a period of two hours or more after normal finishing time, shall be paid a meal allowance of \$10.00, unless notified on the previous day of the intention to work such additional hours.

12. Penalty Rates

- 12.1 The following penalty rates apply for work performed on Saturdays, Sundays and public holidays:

Saturdays - Single time and one half calculated in accordance with the day shift Rate.

Sundays - Double time calculated in accordance with the day shift rate.

Public holidays - Double time and one half calculated in accordance with the day shift rate.

- 12.2 Full-time Collectors shall receive a minimum payment of four hours pay at the appropriate rate for time worked on a public holiday in circumstances where Collectors are called out to work that public holiday for which they are not otherwise rostered.

13. Rates of Pay

- 13.1 Collectors shall be paid in accordance with the rates set out in Appendix 'A' to this Award.
- 13.2 The parties acknowledge that the rates of pay set out in Appendix 'A' to this Award incorporate shift allowances (afternoon, night, Saturday, Sunday and Public Holiday), and all other allowances with the exception of overtime allowances.
- 13.3 A Collector who is rostered to act in the capacity of a Supervisor shall be paid an additional \$4.75 per hour to the wage rates for a collector defined in this Award for hours worked as a Supervisor. The \$4.75 per hour shall be paid for hours worked only and will not attract any penalty or premium.
- 13.4 Following an increase of three per centum (3%) paid 10 January 2006. This Award contains provision for a wage increase of Two per centum (2%) every 6 months in accordance with Appendix 'A' to this Award. The first wage increase is effective from 12 May 2006 with the balance of the wage increments, each of Two per centum (2%) in accordance with Appendix 'A'.
- 13.5 Public holidays shall be calculated and paid to staff (other than Casuals Collectors) who are not rostered to work on a public holiday at the equivalent of eight hours at the day shift rate.

14. Electronic Funds Transfer

All wages will be paid by means of electronic funds transfer into a bank account designated by each Collector. Bank charges are the responsibility of each Collector having been taken into account in setting rates of pay prescribed in this Award.

15. Rosters

The Parties agree to review the roster during the life of this Award each 6 monthly period. Roster changes, if any, to improve efficiency of operations or working conditions will be implemented after consultation with Collectors and the site delegates.

16. Restrictive Work Practices

It shall be a key function of all Collectors to:

- (a) Formulate an action plan aimed at the elimination of any restrictive "work" practice; and
- (b) Carry out the action planned.

17. Technological Change

The Parties to this Award accept that during the life of this Award it may be necessary to discuss technological change, within the operations. If this situation arises all Collectors and the site delegates will be kept informed on any proposed changes.

18. Emergency Work

The Parties to this Award agree that during the life of this Award it may be necessary to change the hours of work for certain Collectors who may be required to work extended hours during an emergency. Collectors who are required to work extended hours after ordinary ceasing time shall be paid at overtime rates.

19. Superannuation

- 19.1 Interlink shall pay the Trustee of the Australian Superannuation Employment Trust Fund (or its successor) or the FuturePlus Super (or its successor), on behalf of each Collector, a contribution of an amount as prescribed by the Superannuation Guarantee Administration Act, from time to time. Such fund shall be nominated by the Collector. Contributions shall be payable from the date of the commencement of employment of the Collector.
- 19.2 Interlink will not unreasonably refuse the direction of a Collector to pay a superannuation contribution from the remuneration of that Collector (by way of salary sacrifice) over and above the amount as prescribed by the Superannuation Guarantee Administration Act.

20. Annual Leave

- 20.1 Full-time Collectors shall be entitled to twenty (20) days annual leave per annum upon the completion of twelve (12) months service and twenty five (25) days paid leave per annum thereafter.
- 20.2 Leave may generally be taken at such time or times as may be approved by the Interlink Management.
- 20.3 Periods of leave may be determined to suit Interlink's requirements. Interlink Management may direct Collectors to take annual leave on the giving of one month's notice in writing.
- 20.4 Annual leave entitlements shall be paid in accordance with the day shift rate only.
- 20.5 On termination of employment, Collectors shall be paid an amount in lieu of any untaken annual leave calculated in accordance with the day shift rate only.

21. Sick Leave

- 21.1 Full-time Collectors shall be entitled to 80 hours per annum paid sick leave subsequent to the completion of the probationary period. Employees are not entitled to sick leave during the probationary period, but are entitled to claim payment for sick leave which occurred during the probationary period after completion of the probationary period.
- 21.2 A Collector shall, where practicable prior to, but definitely within twenty-four hours of the commencement of such absence inform Interlink of his/her inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
- 21.3 If a Collector is unable to attend duty for in excess of two days, the Collector shall prove to the satisfaction of Interlink, by the production of a medical certificate or other evidence satisfactory to Interlink, that he/she was unable on account of such illness or injury to attend for duty on the days for which sick leave is claimed.
- 21.4 Sick leave shall be paid at the day shift rate.

22. Long Service Leave

- 22.1 Collectors shall be entitled to long service leave in accordance with the *Long Service Leave Act 1955* (as Amended)
- 22.2 Long service leave is available upon the completion of 10 years continuous service and shall be calculated at the rate of one month for every five years of service.

- 22.3 Long service leave should be taken at a time mutually convenient to the parties but as soon as practicable after the entitlement falls due.
- 22.4 Interlink Management may direct Collectors to take long service leave on the giving of one month's notice in writing.
- 22.5 Collectors with more than five years, but less than 10 years continuous service, whose employment is terminated by Interlink for any reason, except serious and wilful misconduct, or who resign due to illness, incapacity or domestic or other pressing necessity, shall be entitled to the payment of pro rata long service leave, calculated in accordance with the day shift rate only.
- 22.6 Casual Collectors shall be paid long service leave payments at a rate which shall exclude the loading prescribed by clause 8.8 and Appendix "A".

23. Public Holidays

Public Holidays means for the purposes of this Award, any public holiday gazetted under the laws of the Commonwealth Of Australia and the state of New South Wales as such, including:

- (a) New Years Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queen's Birthday

Labour Day

Christmas Day

Boxing Day, and

- (b) Union Picnic Day being the first Monday in December of each year.

All Union Members shall, as far as practicable, be given and shall take this day as Picnic Day and shall be paid to the extent to which they would ordinarily have been paid had the day been a working day. Any Union member required to work on this day shall be paid at the rate of double time and a half for not less than four hours work.

Members of relevant Unions named in this Award may be required to produce evidence of Union Membership (i.e. membership ticket).

24. Jury Service

- 24.1 Full-time Collectors required to attend for jury service during rostered working hours shall be reimbursed by Interlink an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount the Collector would have received had the Collector not been on jury service, calculated in accordance with the day shift rate.
- 24.2 Casual Collectors are not entitled to paid jury service.

- 24.3 A Collector shall notify Interlink as soon as possible of the date upon which attendance for jury service is required.
- 24.4 The Collector shall provide Interlink with written proof of attendance, the duration of such attendance and the amount received in respect of such jury services.

25. Bereavement Leave

- 25.1 Full-time Collectors shall be entitled to a maximum of two days paid bereavement leave on each occasion and on production of satisfactory evidence of the death of a person prescribed for the purposes of personal/carer's leave as set out in clause 27.3(b) below.
- 25.2 Casual Collectors are not entitled to paid bereavement leave.

26. Parental Leave

- 26.1 Subject to sub-clause 26.5 and 26.6 Full-time and Casual, Collectors are entitled to a total of 52 weeks unpaid parental leave in connection with the birth or adoption of a child. Parental leave includes maternity leave, paternity leave and adoption leave.
- 26.2 Maternity leave is leave taken by a female Collector in connection with the pregnancy or birth of a child. Maternity leave consists of an unbroken period of leave.
- 26.3 Paternity leave is leave taken by a male Collector in connection with the birth of a child of the Collector or of the Collector's spouse. Paternity leave consists of:
- (a) An unbroken period of up to one week at the time of the birth of the child or the termination of the pregnancy (short paternity leave); and
 - (b) A further unbroken period of not longer than 51 weeks in order to be the primary care giver of the child (extended paternity leave).
- 26.4 Adoption leave is leave taken by a female or male Collector in connection with the adoption by the Collector of a child under the age of five years (other than a child who has previously lived continuously with the Collector for a period of at least six months or who is a child or stepchild of the Collector or of the Collector's spouse. Adoption leave consists of:
- (a) An unbroken period of up to three weeks at the time of the placement of the child with the Collector (short adoption leave); and
 - (b) A further unbroken period in order to be the primary care giver of the child (extended adoption leave).
- 26.5 Full-time Collectors are entitled to parental leave where the Collector has completed at least 12 months continuous service with Interlink.
- 26.6 A Casual Collector is entitled to parental leave where the Collector has completed at least 12 months of continuous service with Interlink as a regular casual employee.
- 26.7 When making an application for parental leave, Collectors must provide Interlink with either:
- (a) A certificate from a medical practitioner stating that the employee or spouse is pregnant and the expected date of confinement (birth); or
 - (b) A statement from an adoption agency or other appropriate body of the expected date of placement of the child with the employee.
- 26.8 The spouse of a Collector applying for parental leave must provide a statutory declaration including details of any parental leave being taken, regardless of whether the spouse is employed by Interlink.

- 26.9 Parental leave cannot be taken at the same time as the Collector's spouse is taking parental leave except for one week at the time of confinement or three weeks at the time of placement of the child.
- 26.10 Annual leave and long service leave entitlements may be taken in conjunction with a period of parental leave provided that the total period of leave does not exceed 52 weeks.
- 26.11 Collectors are required to provide at least 10 weeks written notice of their intention to take parental leave and in the case of maternity and paternity leave, at least four weeks notice of the dates on which they propose to start and end the period of parental leave. In the case of adoption leave, 14 days notice of the dates on which Collectors propose to start and end the period of leave is required.
- 26.12 A Collector may only lengthen or shorten the period of parental leave once by giving Interlink notice in writing stating the period to be changed at least 14 days before the start of the extended period or early return date. Any additional variations are at the discretion of the Interlink Management.
- 26.13 Collectors must confirm in writing his or her intention to return to work not less than four weeks prior to the expiration of the period of parental leave.
- 26.14 At the conclusion of parental leave, Collectors are entitled to return to the same position held immediately prior to commencing parental leave. If that position no longer exists, the Collector is entitled to a position as nearly comparable in status and salary to that of their former position.
- 26.15 While on parental leave, Interlink's contributions to superannuation will be suspended. Personal contributions to superannuation will also be suspended unless the employee elects to continue payment.

27. Personal/Carer's Leave

- 27.1 A Full-time Collector may use, in accordance with this clause, any current or accrued sick leave entitlements provided for in clause 21 above to provide carer support for the class of persons set out in sub-paragraph 27.3 below where the Collector has responsibilities in relation to that person. Such leave may be taken for part of a single day. Casual Collectors are not entitled to personal/carers leave.
- 27.2 Collectors shall, if required, confirm either by production of a medical certificate or statutory declaration, the nature of the illness of the person concerned and that the illness was such as to require care by another person. In normal circumstances, a Collector must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 27.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the Collector being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the Collector; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Collector or spouse or de facto spouse of the Collector; or
 - (iv) a same sex partner who lives with the Collector as the de facto partner of that Collector on a bona fide domestic basis; or
 - (v) a relative of the Collector who is a member of the same household, where for the purposes of this subparagraph:

1. "Relative" means a person related by blood, marriage or affinity;
 2. "Affinity" means a relationship that one's spouse because of marriage has to blood relatives of the other; and
 3. "Household" means a family group living in the same domestic dwelling.
- 27.4 A Collector may, with the consent of Interlink, take unpaid leave for the purpose of providing care and support to a member of the class of person set out in sub-paragraph 27.3(b) above where that person is ill.

28. Anti-Discrimination and Harassment

- 28.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 28.2 It follows that the Parties will 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.
- 28.3 Under the *Anti-Discrimination Act, 1977* (NSW) it is unlawful to victimise a Collector because the Collector has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- 28.4 Nothing in this clause is to be taken to affect:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation.
 - (b) Offering or providing junior rates of pay to persons under 21 years of age.
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW)
 - (d) A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 28.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

29. Occupational Health and Safety

- 29.1 The Parties agree that every effort will be made to ensure that everyone is provided with a safe and healthy place in which to work, and that compliance is made with all relevant legislation codes and standards. The provisions of the *Occupational Health and Safety Act 2000* and Occupational Health and Safety Regulations 2001 provides the standards of occupational health and safety to be observed by the Parties to this Award.
- 29.2 It is recognised that safety is a team commitment involving Managers, Supervisors and Collectors working together through consultation and co-operation.
- 29.3 The rights and responsibility of all personnel to express their concern over safety in the workplace and to expect those rights and responsibilities to be addressed is recognised and supported.
- 29.4 Health and Safety Committees will be given every reasonable assistance to do their duties.
- 29.5 Information, instruction and training in safe methods of work, relevant legislation, safety procedures, etc will be provided to all Collectors.

- 29.6 Interlink shall provide and the Collector shall wear and use protective clothing and safety equipment nominated by Interlink from time to time. The Collector shall request any additional protective clothing or safety equipment required in addition to normal issue and Interlink shall not refuse any such reasonable request. Protective clothing and safety equipment shall remain the property of Interlink.
- 29.7 Adequate first aid facilities shall be maintained by Interlink in accordance with the *Occupational Health and Safety Act*, 2001 and its regulations, as amended. All Supervisors will be trained to perform first aid duties.

30. Income Protection Scheme

- 30.1 Interlink will provide by facilitating coverage with a mutually agreed insurance underwriter sickness and accident income protection insurance for all Full-time Collectors.
- 30.2 Interlink shall not be obliged to contribute a payment above the equivalent of one point six per centum (1.75%) including GST of each Full-time Collectors' ordinary weekly wages calculated by reference to the day shift rate to provide this income protection.

31. Uniforms

- 31.1 Upon the successful completion of the probationary period, Interlink shall issue each Collector with an initial issue of uniform, protective and safety items.

Every Collector shall be provided with the following:

5 Polo Shirts

4 tracksuit Pants/Shorts/ or in the alternative three-quarter pants or combination

3 tracksuit jackets or in the alternative sloppy Joes or combination

1 set of wet weather gear

1 pair sunglasses

1 cap and/or brimmed hat

1 Safety Vest.

Such items shall be replaced or exchanged on a one for one basis as required to maintain a proper presentation in the workplace with a minimum replacement period of 12 months and a maximum period of two (2) years.

- 31.2 Upon the completion of probation each Collector shall be issued with two (2) pairs of shoes up to the value of \$140.00 a pair. A collector has the choice between safety shoes or joggers. Shoes shall be replaced at the rate of one pair of shoes per annum or earlier in the case of wear and tear occurring in the workplace beyond the reasonable control of the Collector.
- 31.3 Should a Collector misplace wet weather gear provided, the Collector shall bear the cost of replacement.
- 31.4 Where a Collector has been provided with uniform clothing under this clause the Collector shall wear the uniform provided for them whilst they are on duty. They shall not wear any clothing in substitute for the provided uniform.
- 31.5 Collectors on duty shall present a neat and tidy appearance.
- 31.6 Such uniforms shall remain the property of Interlink and shall not be worn other than when on duty or in transit to and from work. When replaced by a new issue all replaced items of uniform shall be returned to Interlink.

- 31.7 On termination of employment a Collector shall return items of uniform of less than one year old. Where, on termination of employment, a Collector fails to return items of uniform less than 1 year old. Interlink may deduct an amount equivalent to fifty per centum (50%) of the cost of each item from the Collector's termination pay, excluding annual leave or long service leave payments.
- 31.8 Each Collector is responsible for laundering and maintaining their own uniforms in a presentable condition. A laundering allowance is included in the rates of pay for all classifications.

32. Medical Examinations

- 32.1 In addition to the pre-employment examination, Interlink will arrange for general medical examinations of Collectors covered by this Award every twelve months and in addition, spirometry and audiogram testing will be conducted every twelve (12) months and the Company shall be entitled to obtain access to these records.
- 32.2 Collectors shall be paid an amount equivalent to three hours' salary calculated in accordance with the day shift rate upon attending such medical examination including travelling time.
- 32.3 There shall be no further payments to a Collector, including overtime, irrespective of the number of hours worked in any given shift or week as a result of attending a medical examination. Examinations will be carried out on the following basis:

All costs of medical checks will be borne by Interlink,

Interlink will maintain records of the medical checks,

The medical records shall be made available to the Collector concerned,

A copy of the medical record is to be forwarded to the Collector's treating doctor on request,

With the Collector's authorisation information relevant to worker's compensation or occupational health and safety is to be forwarded to the Occupational Health and Safety Committee.

- 32.4 Collector's medical records are to remain confidential.

33. Hepatitis Injections

As part of annual medical tests, Collectors may choose to undergo a blood test to check Hepatitis immunity levels. If a Collector requires Hepatitis vaccination, Interlink will bear the costs of the Hepatitis vaccination injections only and not consultation costs.

34. Training

Interlink will provide a real and genuine commitment to training and education to improve workforce skills and understanding of work related programmes. This training and education will be carried out after consultation with the Collectors and the site delegate or delegates predominantly during normal working hours.

35. Alcohol and Other Drugs

- 35.1 It is agreed that no person will be allowed to enter the workplace if the person is under the influence of alcohol or any other substance which impairs the person's work, or is likely to create an unsafe working environment.
- 35.2 The Operations Manager or Controller or person exercising the delegated function may if he or she has a reasonable suspicion that a Collector is under the influence of drugs or alcohol, suspend the Collector from duties and may direct that Collector to leave the workplace if it is safe to do so. That Collector will receive full pay for the remainder of the shift, however, a Collector under the influence of alcohol or drugs may be subject to disciplinary measures including, but not limited to, termination of the contract of employment.

36. Counselling Procedures

- 36.1 With the object of retaining good employer/employee relations, no Collector will be dismissed (except for misconduct which would justify instant dismissal) unless the following procedures have been followed:
- 36.2 First Counselling (verbal): if management considers a Collector to be unsatisfactory for any reason, the employer shall inform the Collector of the unsatisfactory nature of the Collector's conduct or capacity, giving the Collector the right to respond. If the Collector so requests, a witness of his/her choosing may be present.
- 36.3 Second Counselling (written): If the management is of the opinion that the Collector continues to remain unsatisfactory, the employer shall again discuss with the Collector, in the presence of a witness if requested, the unsatisfactory nature of the Collector's conduct or capacity and advise the Collector that continuation of such unsatisfactory conduct or capacity may lead to dismissal. This second counselling will be committed to in writing by management with the Collector requested to sign acknowledgement.
- 36.4 Third and Final Counselling (written): If, after the two (2) counselling sessions, the employer still considers the Collector to be unsatisfactory and in the presence of a witness of the Collector's choosing, the Collector will again be counselled and advised that a continuing failure on his/her part to rectify the unsatisfactory nature of performance will lead to dismissal. This final counselling will be committed to in writing by management with the Collector being requested to sign the document.

37. Termination of Employment

37.1 Summary Dismissal

Interlink may terminate any Collector without notice or pay in lieu thereof in circumstances of serious or wilful misconduct. Examples of misconduct warranting summary dismissal include, but are not limited to:

- (a) Dishonesty including theft and fraud.
- (b) Wilful and deliberate misbehaviour.
- (c) Gross or repetitive neglect of duties.
- (d) Forgery or deliberate falsification of records.
- (e) Serious or recurrent breach of any Interlink policies.
- (f) Wilful or repetitive disregard of Interlink's Occupational Health and Safety Policy.
- (g) Wilful or repetitive use of inappropriate language when dealing with the public.
- (h) Attending at work under the influence of non-prescribed drugs or alcohol.

37.2 Termination on Notice

The employment of a full time Collector may be terminated for any reason other than serious or wilful misconduct upon the provision of notice or pay in lieu thereof at the discretion of Interlink as follows:

Collector's Period of Continuous Service with Interlink	Period of Notice
Not more than 1 Year	1 week
More than 1 Year but not more than 3 Years	2 Weeks
More than 3 Years but not more than 5 Years	3 Weeks
More than 5 Years	4 Weeks

The period of notice referred to above shall be increased by one week where the Collector is over the age of 45 years and has completed at least two years continuous service with Interlink.

Nothing in this subparagraph is intended to prevent a Collector from seeking redress for an unfair dismissal within the meaning of Part 6 of Chapter 2 of the *Industrial Relations Act 1996* (NSW).

38. Redundancy

38.1 This clause applies to Full-Time Collectors only.

38.2 "Weeks pay" means the weekly average of the last twelve months wages of a Collector.

38.3 Where the employment of a Collector is to be terminated on the grounds of redundancy, Interlink shall pay to the Collector severance payments in respect of a continuous period of service as set out below:

(a) If a Collector is under 45 years of age, the entitlement shall be in accordance with the following scale:

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

(b) If a Collector is over 45 years old, the entitlement shall be in accordance with the following scale:

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

38.4 Upon request Interlink will provide and pay an amount equivalent of two (2) weeks pay for "out placement" for Fulltime Collectors whose position has been declared redundant. Interlink shall have no obligation to pay money compensation to Collectors who choose not to use this service. This payment will be made to such out placement provider as mutually agreed between the Interlink Roads and the Union and is inclusive of Goods and Services Tax.

39. Union Procedures

39.1 Entry

Interlink will observe the right of Union officials to enter the Premises in accordance with Chapter 5, Part 7, of the *Industrial Relations Act 1996*. However the Union Official will report to the office and advise Interlink Management of the purpose for the visit prior to entering the work area.

39.2 Delegates

Interlink recognises the right of its Collectors to have proper representation in their dealings with Management. The site delegates shall be allowed the necessary time during working hours to discuss

with Interlink or its representative any matter affecting the Collector whom they represent. Such discussions should be arranged for times which are convenient to both parties. Before a delegate moves away from their area of work or commences to work on union business, permission must first be obtained from the Supervisor who shall not unreasonably refuse such a request.

A site delegate must obtain permission from their Supervisor before leaving their place of work for any meeting.

Leave with pay may be granted to site delegates for Union duties on request from the State Secretary or relevant organiser of the Union and at the discretion of Interlink having regard to work requirements.

39.3 Union Meeting

Upon request, on one (1) occasion in each calendar year, Interlink will permit the union to conduct one meeting for Union members to meet with delegates and Union officials in paid time.

39.4 Union Training

Authorised delegates of the Union party to this Award who are nominated by the Secretary of the Union to attend a training course or programme conducted by the Union party to this Award shall be granted 40 hours per annum leave of absence while attending such course or courses provided that:

at least two weeks prior to attendance at the course or courses Interlink receives a written notice of the nomination from the Union Secretary setting out the times, dates, content and venue of the course,

Leave of absence granted shall be counted as time worked for the purpose of annual leave, sick leave and long service leave. Delegates shall be paid for any rostered hours away from the workplace at the day shift rate. Delegates shall not be entitled to receive penalty when attending such training courses.

40. Dispute Avoidance and Grievance Procedure

- 40.1 The Parties agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between Interlink and its Collectors. Subject to the provision of the *Industrial Relations Act*, 1996, any dispute shall be dealt with in the following manner;

If a Collector has a grievance arising out of his or her employment with Interlink, the Collector shall notify the Manager of the substance of the grievance, request a meeting with that person and state the remedy sought.

If the matter cannot be resolved between the Collector or the Collector's representative and the Manager, it shall be referred to the Human Resources Manager or other officer nominated by Interlink who will then arrange for the matter to be discussed with the Union organiser. Where appropriate or deemed necessary, the Collector may elect to seek the assistance of his/her workplace delegate.

If the matter is still not resolved, the Collector may request the Human Resources Manager to refer the grievance to the General Manager and the Secretary of the Union.

- 40.2 All Parties must use their best efforts to resolve the grievance expeditiously and to the satisfaction of the Parties.

- 40.3 If the grievance is not resolved by the above process, the Parties may refer the grievance:

- (a) As a question, dispute or difficulty in respect of the Award, to the Industrial Relations Commission of New South Wales as an industrial dispute; or
- (b) To the Industrial Relations Commission of New South Wales in Court Session for a binding declaration of right under section 154.

Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising and no stoppage of work or any other form of limitation of work shall occur. Neither Party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

41. No Duress

The Parties declare that this Award was not entered into under any duress.

42. No Extra Claims

It is agreed by the parties that up to the expiry date of this Award:

- (a) No party will pursue an extra wages claim whether award or over award;
- (b) No party will seek any changes to the conditions of employment;
- (c) This Award will cover all matters or claims regarding the employment of Interlink's employees which could otherwise be the subject of industrial action; and
- (d) No party will engage in industrial action in relation to the performance at work or with respect to the terms and conditions covered by this Award.

Nothing in this clause shall prevent any of the parties from seeking the enforcement of this Award.

APPENDIX A**Wage Rate Schedule**

Classification	Rate Before Comm. of Award	No: 1 Wage Increase 2.0% Effective 11 May 2005	No: 2 Wage Increase 2.0% Effective 11 Nov 2005	No: 3 Wage Increase 3.0% Effective 10 Jan 2006	No: 4 Wage Increase 2.0% Effective 11 May 2006	No: 5 Wage Increase 2.0% Effective 11 Nov 2006	No: 6 Wage Increase 2.0% Effective 11 May 2007	No: 7 Wage Increase 2.0% Effective 11 Nov 2007	No: 8 Wage Increase 2.0% Effective 11 May 2008	No: 9 Wage Increase 2.0% Effective 11 Nov 2008
Full-time Day Shift	\$ 17.7819 per hour	\$ 18.1375 per hour	\$ 18.5003 per hour	\$ 19.0553 per hour	\$ 19.4364 per hour	\$ 19.8251 per hour	\$ 20.2216 per hour	\$ 20.6261 per hour	\$ 21.0386 per hour	\$ 21.4594 per hour
Full-time Collector Afternoon Shift includes 17.5% loading	20.8937 per hour	21.3116 per hour	21.7378 Per hour	22.3899 per hour	22.8377 per hour	23.2945 per hour	23.7604 per hour	24.2356 per hour	24.7203 per hour	25.2147 per hour
Full-time Collector Night Shift Includes 20.0% loading	21.3383 per hour	21.7651 per hour	22.2004 per hour	22.8664 per hour	23.3237 per hour	23.7902 per hour	24.2660 per hour	24.7513 per hour	25.2463 per hour	24.7513 per hour
Full-time Collector Saturday Includes 50.0% loading	26.6729 per hour	27.2064 per hour	27.7505 per hour	28.5830 per hour	29.1547 per hour	29.7378 per hour	30.3325 per hour	30.9392 per hour	31.5579 per hour	32.1891 per hour
Full-time Collector Sunday Includes 100.0% loading	35.5638 per hour	36.2751 per hour	37.0006 per hour	38.1106 per hour	38.8728 per hour	39.6503 per hour	40.4433 per hour	41.2521 per hour	42.0772 per hour	42.9187 per hour

Full-time Collector Public Holidays Includes 150.0% loading	\$ 44.4548 per hour	\$ 45.3439 per hour	\$ 46.2508 per hour	\$ 47.6383 per hour	\$ 48.5911 per hour	\$ 49.5629 per hour	\$ 50.5541 per hour	~ 51.5652 per hour	\$ 52.5965 per hour	53.6485 per hour
Casuals Collector Day shift rate	21.3407 per hour	21.7675 per hour	22.2029 per hour	22.8690 per hour	23.3263 per hour	23.7929 per hour	24.2687 per hour	24.7541 per hour	25.2492 per hour	25.7542 per hour
Casuals Collector Afternoon shift rate Includes 17.5% loadin	25.0753 per hour	25.5768 per hour	26.0883 per hour	26.8710 per hour	27.4084 per hour	27.9566 per hour	28.5157 per hour	29.0860 per hour	29.6677 per hour	30.2611 per hour
Casuals Collector Night shift rate Includes 20.0% loading	25.6088 per hour	26.1210 per hour	26.6434 per hour	27.4427 per hour	27.9916 per hour	28.5514 per hour	29.1224 per hour	29.7049 per hour	30.2990 per hour	30.9049 per hour
Casuals Collector Saturday rate Includes 50.0% loading	32.0111 per hour	32.6513 per hour	33.3043 per hour	34.3035 per hour	34.9895 per hour	35.6893 per hour	36.4031 per hour	37.1312 per hour	37.8738 per hour	38.6313 per hour
Casuals Collector Sunday rate Includes 100.0% loading	42.6314 per hour	43.4840 per hour	44.3537 per hour	45.6843 per hour	46.5980 per hour	47.5300 per hour	48.4806 per hour	49.4502 per hour	50.4392 per hour	51.4480 per hour

Casuals Collector Public holiday rate Includes 150.0% loading	53.3518 per hour	54.4188 per hour	55.5072 per hour	57.1724 per hour	58.3159 per hour	59.4822 per hour	60.6718 per hour	61.8853 per hour	63.1230 per hour	64.3854 per hour
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Note: The Casual Collector hourly rate defined herein includes the 20% casual loading

A.F. BACKMAN *J*

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TRANSPORT INDUSTRY - 1ST FLEET PTY LTD TRANSFER TO 1ST FLEET (FREIGHT FORWARDING) PTY LTD INTERIM AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by 1st Fleet (Freight Forwarding) Pty Ltd.

(No. IRC 6770 of 2005)

Before Mr Deputy President Sams

22 December 2005

AWARD

Pending further order, the Industrial Relations Commission of New South Wales makes an Interim Award in the following terms:

1. This award shall be binding upon 1st Fleet (Freight Forwarding) Pty Ltd, 1st Fleet Pty Ltd and the TWU.
2. By no later than the close of business on 18 November 2005, 1st Fleet Pty Ltd shall provide all Employees with the following information relating to their employment conditions with 1st Fleet Pty Ltd:
 - current rate of pay;
 - current grade/classification;
 - long service leave accrual;
 - annual leave accrual;
 - sick leave accrual;
 - accrued rostered days off; and
 - commencement date.
3. Following the completion of the step referred to in clause 2 of this award 1st Fleet Pty Ltd and 1st Fleet (Freight Forwarding) Pty Ltd shall comply with the following procedure for Employees:
 - 3.1 Individual Employees, or their representative, shall contact the person(s) nominated by 1st Fleet (Freight Forwarding) Pty Ltd with any queries or disputes relating to the information.
 - 3.2 The relevant person(s) shall make enquiries of the relevant payroll department of 1st Fleet Pty Ltd.
 - 3.3 By 18 November 2005, 1st Fleet Pty Ltd shall provide each Employee with a correct consolidated statement containing the information referred to in clause 2 of this award as at the Transfer Date and forward a copy of this statement to 1st Fleet (Freight Forwarding) Pty Ltd with respect to Transferring Employees.
 - 3.4 1st Fleet (Freight Forwarding) Pty Ltd shall participate and fully cooperate in this process as the new employer with respect to all Transferring Employees and shall provide a statement to each Transferring Employee either confirming that the information contained in the consolidated statement provided by 1st Fleet Pty Ltd in accordance with clause 3.3 of this award is correct or, alternatively, that 1st Fleet (Freight Forwarding) Pty Ltd does not believe it is correct within 60

business days of 1st Fleet (Freight Forwarding) Pty Ltd receiving a copy of the consolidated statement from 1st Fleet Pty Ltd.

- 3.5 In the event that 1st Fleet (Freight Forwarding) Pty Ltd transmits any part of the business it has acquired by reason of the transfer to another entity during the term of this award 1st Fleet (Freight Forwarding) Pty Ltd shall provide a statement containing the matters referred to in clause 2 of this award as at the date of transmission to each employee whose contract of employment is terminated as a result of such transmission to the Purchasing Entity. Such information shall be provided no later than the later of the date of transmission and the date referred to in 3.4.
- 3.6 In the event that agreement as to the correctness of the information referred to in clause 2 of this award cannot be reached the matter shall be referred to the Industrial Relations Commission of New South Wales for determination. Following determination by the Commission 1st Fleet Pty Ltd and 1st Fleet (Freight Forwarding) Pty Ltd shall provide the relevant Employee with a consolidated statement containing the information as at the transfer date within seven days.
4. Transferring employees shall be engaged by 1st Fleet (Freight Forwarding) Pty Ltd on the same terms and conditions upon which the Employees were engaged in their employment with 1st Fleet Pty Ltd immediately prior to the Transfer Date.
5. 1st Fleet (Freight Forwarding) Pty Ltd shall recognise all service related entitlements of Transferring Employees accrued with 1st Fleet Pty Ltd up to the Transfer Date (as determined pursuant to the process specified in clause 2 and 3 of this award).
6. 1st Fleet (Freight Forwarding) Pty Ltd shall, in respect of Transferring Employees, recognise the length of continuous service with 1st Fleet Pty Ltd (including continuous service with any entity which was purchased or acquired by 1st Fleet Pty Ltd, provided service with such entity is recognised by 1st Fleet Pty Ltd as continuous service with 1st Fleet Pty Ltd) for the purposes of all service related entitlements, and from the Transfer Date all such continuous service by Transferring Employees with 1st Fleet Pty Ltd prior to the Transfer Date shall cease to be regarded as service with 1st Fleet Pty Ltd and shall be deemed to be continuous service with 1st Fleet (Freight Forwarding) Pty Ltd for all purposes including calculating entitlements under an industrial instrument or industrial relations legislation.
7. In the event of 1st Fleet (Freight Forwarding) Pty Ltd terminating the engagement of any of the Transferring Employees after the Transfer Date by reason of redundancy the length of service for the purpose of calculating the redundancy payment shall be the aggregate of the period of continuous service recognised by 1st Fleet Pty Ltd at the Transfer Date pursuant to clause 6 of this award and the period of service that the employee has had with 1st Fleet (Freight Forwarding) Pty Ltd from the Transfer Date until the date of termination, save that 1st Fleet (Freight Forwarding) Pty Ltd shall not be required to make redundancy payments in respect of any period of engagement with 1st Fleet Pty Ltd (or any entity which was purchased or acquired by 1st Fleet Pty Ltd) for which a redundancy payment has previously been paid by 1st Fleet Pty Ltd (or any entity which was purchased or acquired by 1st Fleet Pty Ltd).
8. 1st Fleet (Freight Forwarding) Pty Ltd shall consult with the relevant Transferring Employees and the TWU after the Transfer Date in respect of any restructure of 1st Fleet (Freight Forwarding) Pty Ltd's business, which will, is or is likely to, have a materially adverse affect of the Transferring Employees.
9. For the purpose of this award the following definitions shall apply

'Employees' shall mean employees of 1st Fleet Pty Ltd who are members or eligible to be members of the TWU and are offered employment by 1st Fleet (Freight Forwarding) Pty Ltd in connection with the transfer.

'Transfer' shall mean the transfer to 1st Fleet (Freight Forwarding) Pty Ltd of the employees of 1st Fleet Pty Ltd.

'Transferring Employee' means each Employee who accepts employment with 1st Fleet (Freight Forwarding) Pty Ltd and commences employment with 1st Fleet (Freight Forwarding) Pty Ltd.

'Award' means an award or order binding on 1st Fleet Pty Ltd in respect of any Employee made under the *Industrial Relations Act* 1996.

'1st Fleet Pty Ltd' shall mean 1st Fleet Pty Ltd (ACN 003 475 214).

'TWU' shall mean the Transport Workers Union of Australia, New South Wales Branch.

'1st Fleet (Freight Forwarding) Pty Ltd' shall mean 1st Fleet (Freight Forwarding) Pty Ltd (ACN 114 960 477).

'Purchasing Entity' means any entity to which 1st Fleet (Freight Forwarding) Pty Ltd transmits any part of the business it has acquired by reason of the transfer during the term of this award.

'Transfer Date' means 7 November 2005 or such later date as shall be agreed between 1st Fleet (Freight Forwarding) Pty Ltd and 1st Fleet Pty Ltd.

10. All Employees who are offered employment with 1st Fleet (Freight Forwarding) Pty Ltd in accordance with this award shall be deemed to have had suitable alternative employment obtained for them by 1st Fleet Pty Ltd and shall not be entitled to be paid any severance pay as prescribed in any Award, Agreement or order of the Commission or otherwise as a consequence of ceasing to be an employee of 1st Fleet Pty Ltd.
11. Subject to the *Industrial Relations Act* 1996, any dispute shall be dealt with in the following manner:
 - 11.1 The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
 - 11.2 In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.
 - 11.3 Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.
 - 11.4 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
12. Anti-Discrimination
 - 12.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act*, 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, ex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
 - 12.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
 - 12.3 Under the *Anti-Discrimination Act*, 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
 - 12.4 Nothing in this clause is to be taken to affect:

- 12.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 12.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 12.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
 - 12.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 12.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
13. This Award will commence operating on 22 December 2005 and will have a nominal life of 12 months.

P. J. SAMSD.P.

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**SMORGON STEEL GROUP - REINFORCING AND STEEL
PRODUCTS DIVISION - MANUFACTURING AND GRINDING
MEDIA WARATAH - AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commonwealth Steel Company Limited.

(No. IRC 930 of 2006)

Before The Honourable Mr Deputy President Harrison

21 March 2006

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
20.	Annual Leave
39.	Anti-Discrimination
38.	Apprentices
46.	Area, Incidence & Duration
1.	Arrangement
3.	Basic Wage
24.	Compassionate Leave
40.	Consultation
29.	Contract of Employment
21.	Days Added to the Period of Annual Leave or Long Service Leave
34.	Definitions
27.	Disciplinary Code
28.	Disputes Settling Procedure
8.	Electricians - Special Rates
17.	Employees Presenting Themselves for Work and Not Required
35.	Employee Representatives
44.	Enterprise Arrangements - Restructuring
9.	General - Special Rates
14.	Holidays
10.	Hours of Duty
23.	Jury Service
5.	Leading Hands
47.	Leave Reserved
22.	Long Service Leave
16.	Maximum Payment
30.	Mechanical Tradespersons Classification Structure & Competency Standards
6.	Mixed Functions
45.	No Extra Claims
19.	Notification of Sick Leave
12.	Overtime
26.	Parental Leave
41.	Personal Accident and Sickness Insurance
25.	Personal/Carers Leave

- 36. Plant Shut Downs
- 43. Protection of Employee Entitlements
- 37. Protective Clothing & Equipment
- 4. Rates of Pay
- 33. Redundancy and Retrenchment
- 13. Requirements to Work in Accordance with the Needs of the Industry
- 32. Retention of Rate
- 42. Salary Sacrifice
- 11. Shift Work
- 18. Sick Leave
- 7. Special Rates
- 15. Sunday and Holiday Rates
- 31. Time and Payment of Wages
- 2. Title

Attachment 1 - Industrial Incident Report Form

Attachment 2 - Arrangements for Working 12 Hour Shifts

PART B - Monetary Rates

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. Title

- 2.1 This award shall be known as the Smorgon Steel Group - Reinforcing and Steel Products Division - Manufacturing and Grinding Media Waratah - Award 2006.

3. Basic Wage

- 3.1 This award, in so far as it fixes rates of pay, is made by reference and in relation to the adult basic wage from time to time effective.

4. Rates of Pay

- 4.1 Adult Employees - The minimum rate of pay of any classification shall, subject to the other provisions of this award, be the rate of pay attached to that classification as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 4.2 In addition to the minimum rates of pay prescribed by this clause employees receive payments in the form of an over award payment or bonus payment as applicable.

5. Leading Hands

- 5.1 Employees appointed by the Company as leading hands shall be paid additional amounts as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

6. Mixed Functions

- 6.1 An employee, who is required to do work carrying a higher rate than the employees ordinary classification for two hours or more on any day or shift, shall be paid at the higher rate for the whole of the day or shift.
- 6.2 Subject to subclause 6.1 of this clause, an employee, who on any day or shift is required to do work of a higher paid classification for at least one hour, shall be paid the rate prescribed for such work whilst so engaged.

- 6.3 An employee required to do work carrying a lower rate than the employees ordinary classification shall be entitled to payment at the rate of his ordinary classification except:
- 6.3.1 where, because of a strike by fellow employees in the establishment in which the employee is employed, work in the employees ordinary classification is not available and where the period spent on the work carrying the lower rate is at least one hour; and
- 6.3.2 in respect of work on overtime, where the period spent on the work carrying the lower rate is at least one hour.

7. Special Rates

This clause shall not apply to bricklayers nor to electrical tradesmen.

7.1 Hot Work

- 7.1.1 Hot work is work done in places where the temperature raised by artificial means is above 49 degrees Celsius.
- 7.1.2 The following employees, whilst engaged on hot work, shall receive an additional rate as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per hour:
- (a) Electric Steel Furnaces - All employees employed in connection with demolition work, except crane drivers but including front end or overhead loader drivers.
 - (b) Mill Furnaces - All employees employed in connection with demolition of mill furnaces except crane drivers and bricklayers but including front end loader drivers.
 - (c) General - Labourers assisting bricklayers not already provided for herein.

7.2 Wet Places

- 7.2.1 Employees required to work in wet places where the depth of the water is such that the tops of hip boots supplied by the Company do not afford protection shall be paid in addition the sum as set out in Item 3 of Table 2 per day or shift or part thereof.

7.3 Other Special Rates

- 7.3.1 Employees engaged inside stacks on the demolition of brickwork shall be paid in addition, the sum as set out in Item 4 of Table 2 per day or shift or part thereof.
- 7.3.2 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the sum as set out in Item 5 of Table 2 per hour extra, with a minimum payment as set out in the said Item 5.
- 7.3.3 A plumber shall, if required to compute quantities or make up estimates, be paid the amount as set out in Item 6 of Table 2 in addition to the ordinary rate of pay.
- 7.3.4 A plumber may receive the allowances as set out in Item 7 of Table 2.

NOTE: Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- 7.3.5 A plumber who may be required by the employer to act on a licence or licences during the course of employment is entitled to be paid at the rate per hour mentioned in this award for every hour of his employment whilst liable to be called upon by the employer to act on licence or licences, whether the employee has in any hour in fact acted on such licence or not.

- 7.3.6 The provisions of clause 16, Maximum Payment, shall not apply to the rates prescribed by this subclause.
- 7.3.7 A plumber who works in a confined space as defined shall be paid the amount as set out in Item 8 of Table 2 per hour.
- 7.3.8 A plumber who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulation material of a like nature or working in the immediate vicinity so as to be affected by the use thereof, shall be paid as set out in Item 9 of Table 2 per hour or part thereof.
- 7.4 When more than one of the above rates provide payment for disabilities of substantially the same nature, then only the highest of such rates shall be payable.
- 7.5 A plumber working on a bosun's chair or a plumber working on a swinging stage or rope ladder at a height of 7.5 metres above ground level shall be paid in addition the sum as set out in Item 10 of Table 2 per day or shift or part thereof.
- 7.6 Plumbers and labourers assisting plumbers employed on any chokage necessitating the opening up of any soil, waste or drain pipes or scuppers, conveying sewage shall be paid in addition the sum as set out in Item 11 of Table 2 per day or shift or part thereof.
- 7.7 A plumber, licensed plumber and/or leadburner who is a holder of a certificate of registration under the Home Building Act 1989 shall be paid a registration allowance at the rate as set out in Item 12 of Table 2 per hour on the production of such certificate. The allowance shall be paid for all purposes of the award with the exception of clause 11.3, Saturday Rates for Shift Workers, clause 11.4, Night Work for Day Workers and Day Shift Workers, clause 12, Overtime, and clause 15, Sunday and Holiday Rates in which cases it shall be paid as a flat rate for all hours worked.
- 7.8 A rigger and/or roper and/or splicer who holds a certificate of competency as a rigger, and who is required to obtain and use a certificate of competency as a scaffolder shall, upon obtaining and using such certificate, be paid an allowance per 38-hour week as set out in Item 13 of Table 2.
- 7.9 Definition -

8. Electricians - Special Rates

- 8.1 In addition to the rates of pay prescribed in clause 4, Rates of Pay, the following special rates and allowances shall be paid to electrical fitters and electrical mechanics:
- 8.2 Hot Places - Electricians working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid the amount as set out in Item 14 of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, per hour extra; in places where the temperature exceeds 54 degrees Celsius employees shall be paid as set out in the said Item 14 per hour extra. Where work continues for more than two hours in a temperature exceeding 54 degrees Celsius employees shall be entitled also to twenty minutes rest after every two hours work without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
- 8.3 High Places
- 8.3.1 Electricians engaged in the construction, erection, repair and/or maintenance of steel frame buildings, bridges, gasometers or other structures at a height of 15 metres or more directly above a substantial level surface shall be paid a height allowance as set out in Item 15 of Table 2 per hour and an additional amount as set out in the said Item 15 per hour for each further 15 metres increase in height at which the employee is working.
- 8.3.2 Electricians working on a building or structure in a bosun's chair or swinging scaffold at a height up to 15 metres directly above a substantial level surface, shall be paid a height allowance as set

out in the said Item 15 per hour and an additional amount as set out in the said Item 15 per hour for each further 15 metres increase in the height at which the employee is working.

- 8.4 Dirty Work - Electricians engaged on work which a supervisor agrees is of an unusually dirty or offensive nature shall be paid the amount as set out in Item 16 of Table 2 per hour extra. In case of disagreement the employee or Union representative shall be entitled, within twenty-four hours, to ask for a decision on the claim. In such case a decision shall be given within forty-eight hours (unless that time expires on a non-working day, in which case it shall be given during the next working day) or else the said allowance shall be paid. Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined pursuant to the Clause 28, Disputes Settling Procedure.
- 8.5 Confined Spaces - Electricians working in confined spaces (as defined in Clause 34) shall be paid the amount as set out in Item 17 of Table 2, per hour.
- 8.6 Wet Places - Electricians required to work in wet places where the depth of water is such that the tops of hip boots supplied by the Company do not afford protection shall be paid in addition the sum as set out in Item 18 of Table 2 per day or shift or part thereof.
- 8.7 Explosive Powered Tools - Electricians required to use explosive powered tools shall be paid as set out in Item 19 of Table 2 per hour extra with a minimum payment as set out in the said Item 19 per day.
- 8.8 Toxic Substances
- 8.8.1 Electricians required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- 8.8.2 Electricians using such materials will be provided with and shall use all safeguards as are required.
- 8.8.3 Electricians using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5 kg or over, shall be paid the amount as set out in Item 20 of Table 2 per hour extra.
- 8.8.4 Electricians working in close proximity to employees so engaged so as to be affected by the use of such substances or materials shall be paid as set out in the said Item 20 per hour extra.
- 8.8.5 For the purpose of this subclause toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system shall be deemed to be materials of a like nature.
- 8.9 Where more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

9. General - Special Rates

- 9.1 In addition to the rates of pay prescribed under the heading "General" of clause 4, Rates of Pay, the following special rates and allowances shall be paid to employees in classifications under that heading. The provisions of clause 7, Special Rates, shall not apply to such employees.
- 9.1.1 Confined Space - Working in confined spaces as set out in Item 21 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates per hour extra.
- 9.1.2 Dirty Work - Work which a supervisor and employee shall agree is of an unusually dirty or offensive nature - as set out in Item 22 of Table 2 per hour extra.

In case of disagreement the employee or Union representative on his behalf shall be entitled, within twenty-four hours, to ask for a decision on the claim. In such case a decision shall be

given on the employee's claim within forty-eight hours (unless that time expires on a non-working day in which case it shall be given during the next working day) or else the said allowance shall be paid. Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined pursuant to clause 28, Dispute Settling Procedure.

9.1.3 Height Money - Employees engaged in the construction, erection, repair and/or maintenance of steel frame buildings, bridges, gasometers, or other structures at a height of 15 metres or more directly above the nearest horizontal plane shall be paid as set out in Item 23 of Table 2 per hour extra.

9.1.4 Hot Places - Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius employees shall receive the amount as set out in Item 24 of Table 2 per hour extra; in places where the temperature exceeds 54 degrees Celsius employees shall receive the amount as set out in the said Item 24 per hour extra; where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes rest after every two hours work without deduction of pay.

The temperature shall be decided by the supervisor of the work after consultation with employees affected.

9.1.5 Slag Wool - Employees handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise shall when so employed on the construction, repair or demolition of furnaces, walls, floors and/or ceilings, be paid as set out in Item 25 of Table 2 per hour extra.

9.1.6 Wet Places - An employee working in any place where his clothing or boots become saturated whether by water, oil or otherwise, shall be paid as set out in Item 26 of Table 2 per hour extra; provided that this extra rate shall not be payable to an employee who is provided by the Company with suitable and effective protective clothing and/or footwear. Provided further, that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift when required to work in wet clothing or boots.

9.1.7 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid as set out in Item 27 of Table 2 per hour extra with a minimum payment as set out in the said Item 27 per day.

9.1.8 Special Rates Not Cumulative - Where more than one of the above disabilities entitling an employee to extra rates exist on the same job, the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing: provided that this subclause shall not apply to confined spaces, dirty work, height money, hot places or wet places, the rates for which are cumulative.

9.1.9 Rates not Subject to Penalty Additions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.

10. Hours of Duty

10.1 All Employees - Ordinary working hours shall be an average of thirty-eight hours per week over the full cycle of the relevant work roster. Ordinary working hours shall not exceed-

10.1.1 Twelve hours during any consecutive twenty-four hours; or

10.1.2 152 hours in twenty-eight consecutive days,

except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.

10.2 Day Workers

10.2.1 Ordinary working hours shall be worked Monday to Friday, inclusive, between the hours of 7.00am and 5.00pm.

10.2.2 On each day worked, Monday to Friday, inclusive, a 30-minutes unpaid meal break will be taken.

10.2.3 The ordinary crew working hours of employees employed in wheel, tyre and axle and forge sections as day workers shall be forty and a half per week, to be worked 8½ hours per day, Monday to Friday, inclusive, between the hours of 7.00am and 5.30pm, including crib time, for which no reduction of pay shall be made.

10.3 The weekly rates of pay prescribed by clause 4, Rates of Pay, for such employees shall be deemed to be thirty-eight working hours and such employees shall be paid proportionately for ordinary working hours worked by them.

10.4 Shift Workers - Twenty minutes shall be allowed each shift for crib, which shall be counted as time worked.

10.5 Meal breaks will be taken during the middle two hours of the day or shift.

11. Shift Work

11.1 Shift workers shall be paid in addition shift work allowance equal to 10 percent of the rate of pay attached to that classification as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

11.2 An employee who at the direction of the Company:

11.2.1 During a period of engagement on shift, works afternoon and/or night shift only; or

11.2.2 Remains on afternoon and/or night shift for a longer period than four consecutive weeks; or

11.2.3 Works on afternoon and/or night shift which does not rotate or alternate with day shift or day work so as to give him or her at least one third of his or her working time on day shift or day work;

Shall, during such engagement, period or cycle, be paid in addition shift work allowance equal to 15 per cent of the rate of pay attached to that classification as set out in Table 1 - Rates of Pay, Part B, Monetary Rates, for all time worked during ordinary working hours on such afternoon and/or night shift.

11.3 Shift workers, for ordinary hours performed on Saturday, shall be paid at the rate of time and one-half.

11.4 Night Work for Day Workers and Day Shift Workers - Subject to clause 16, Maximum Payment, but otherwise notwithstanding anything contained herein -

11.4.1 a day worker who is required, in lieu of ordinary day work; or

11.4.2 a day shift worker (as defined in 11.4.4) who is required, in lieu of a day shift on which he would ordinarily be rostered;

11.4.3 to work at night (as defined in 11.4.4) for periods of not less than eight hours on less than five consecutive nights or on less than four consecutive nights when the fifth night is a 38-hour week rostered off night shall be paid at the rate of time and one-half of the ordinary rate of pay under clause 4, Rates of Pay, except -

(a) on Saturdays, Sundays, 38-hour week rostered off days and holidays; and

(b) in respect of any night of which at least 48 hours notice has not been given,

- 11.4.4 will be paid at overtime rates for day workers. No shift allowance is payable in respect of night work under this clause.
- 11.5 In this clause "night" means any hours between 3.00pm and 7.00am, and "day shift worker" means a shift worker employed on a shift system involving day shift only.
- 11.6 Transfer of Day Workers from Day Work to Shift Work - Day workers may be employed as and become shift workers for a period of not less than five shifts or not less than four shifts when the fifth shift is a 38-hour week rostered off shift and paid accordingly: provided that an employee shall be paid at overtime rates for any shift employed as a shift worker under this clause in respect of which the employee has not been given at least 48 hours' notice.
- 11.7 Transfer of Shift Workers - A shift worker who is required to work on a shift other than the shift ordinarily rostered shall be paid at overtime rates for any such shift in respect of which at least 48 hours' notice has not been given. This provision shall not apply when the employee reverts to the ordinary rostered shift.

12. Overtime

- 12.1 Day Workers - Day workers for all time worked in excess of or outside the ordinary working hours and times prescribed by this award shall be paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- 12.2 Shift Workers - for all time worked;
- 12.2.1 in excess of or outside the ordinary working hours prescribed by this award; or
- 12.2.2 on more than eleven shifts in twelve consecutive days; or
- 12.2.3 on a shift other than a rostered shift; or
- 12.2.4 in excess of five and one-half hours without a meal break; shall
- (a) If employed on continuous shift work be paid at the rate of double time; or
- (b) If employed on other shift work at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- 12.3 This subclause shall not apply when the time is worked;
- 12.3.1 by arrangement between the employees themselves; or
- 12.3.2 for the purpose of effecting the customary rotation of shifts.
- 12.4 General - An employee required to continue at work on overtime for more than one and a half hours after the employee's ordinary ceasing time without having been notified before leaving work on the previous day that the employee would be required to work overtime shall, at the employee's option, be:
- 12.4.1 provided, free of cost, with a suitable meal and another meal for each subsequent meal break into which the work extends; or
- 12.4.2 paid the amount as set out in Item 28 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for each meal.
- 12.5 An employee, pursuant to notice, that has provided a meal and is not required to work overtime or is required to work for less than one and a half hours will be recompensed suitably for the meal provided but which is surplus.

- 12.6 Where an employee working overtime finishes work at a time when reasonable means of transport are not available the Company shall -
- 12.6.1 within a reasonable time, provide conveyance to -
- (a) a reasonable distance from the employees home; or
 - (b) a place to which the employee usually travels by public conveyance when returning home from work; or
 - (c) a place from which the employee can, within a reasonable time, obtain public conveyance to a reasonable distance from the employees home or the place to which the employee usually travels by public conveyance when returning home from work; or
 - (d) pay the employee current rate of pay for the time reasonably occupied in reaching the employees home.
- 12.7 An employee recalled to work overtime after leaving the employers' business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate for each time the employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the employers' premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 12.8 Overtime in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 12.9 of this clause when the actual time worked is less than four hours on such recall or on each of such recalls.
- 12.9 Where overtime is necessary and it is practical in the circumstances it will be arranged that an employee(s) will have, as a minimum, eight consecutive hours off duty between the work on successive days.
- 12.10 An employee who works so much overtime between the finishing of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least eight consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the Company, such an employee resumes or continues working without having had such eight consecutive hours off duty, they shall be paid at double time rates until they have had eight consecutive hours off.
- 12.11 An employee who is recalled from the employees home to work overtime shall, at the employee's option -
- 12.11.1 be provided, free of cost, with a suitable meal for each normal meal break falling during the overtime period; or
 - 12.11.2 be paid the amount as set out in Item 29 for each such meal.
- 12.12 For the purposes of this clause a "recall" from home to work overtime takes place when an employee is notified at home of the requirement to return to work.
- 13. Requirements to Work in Accordance with the Needs of the Industry**
- 13.1 For the purpose of meeting the needs of the industry the Company may require an employee to work reasonable overtime, including work on Sundays and holidays, at the rate prescribed by this award and, unless reasonable excuse exists, the employee shall work in accordance with such requirements.

- 13.2 Subject to sub-clause 11.6, Transfer of Day Workers from Day Work to Shift Work, and sub-clause 11.7, Transfer of Shift Workers, for the purpose of meeting the needs of the industry, the Company may require any employee to transfer from one system of work to another system of work prescribed at the rate applicable thereto, and unless reasonable cause exists, an employee shall transfer in accordance with such requirement.
- 13.3 Plant operations will be continuous, meaning employees will not leave their place of work for any reason whilst on duty without first being relieved.

14. Holidays

- 14.1 The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, the local Eight Hour Day, Queen's Birthday, Christmas Day, Boxing Day and the additional public holiday being the Steel Industry Picnic Day are observed and special days appointed by proclamation as public holidays throughout the State shall be holidays and day workers and Monday to Saturday shift workers not required to work on a holiday shall be paid for the holiday at the ordinary rates of pay under clause 4, Rates of Pay, and at a bonus rate calculated in accordance with subclause 14.3 of this clause.
- 14.2 This provision for payment does not apply to -
- 14.2.1 employees whose rostered shift off falls on a holiday (subject to the provisions of subclause 21.2.2 of clause 21, Days added to the Period of Annual Leave or Long Service Leave);
- 14.2.2 employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.
- 14.3 The bonus rate referred to in subclause 14.1 of this clause shall be payable to an employee to whom bonus is payable under a bonus setting and shall be either the average bonus payable to employees of the same classification under that bonus setting for each ordinary shift or ordinary day worked by those employees during the last bonus period preceding the holiday or the average bonus payment to the employee for each ordinary shift or ordinary day worked during the last bonus period preceding the holiday.

15. Sunday and Holiday Rates

- 15.1 Employees shall be paid at the rate of double time for all work done on Sundays and at the rate of double time and one-half for all work done on the holidays prescribed by this award.

16. Maximum Payment

- 16.1 Shift allowances and special rates shall not be subject to any premium or penalty additions.
- 16.2 All rates prescribed shall not exceed double the rates prescribed by clause 4, Rates of Pay, and clause 5, Leading Hands, provided that this subclause shall not apply to any excess due to payments under clause 7, Special Rates; clause 8, Electricians - Special Rates; subclause 9.1 of clause 9, General - Special Rates; clause 11, Shift Work Allowances for Shift Workers; or clause 15, Sunday and Holiday Rates (in respect of work done on holidays).

17. Employees Presenting Themselves for Work and Not Required

- 17.1 Subject to the provisions of clause 29, Contract of Employment, an employee who presents for either normal rostered work or arranged overtime and is subsequently not required, will be paid four hours ordinary pay plus bonus.

18. Sick Leave

- 18.1 An employee who is unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity not due to the employees own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay and in addition the bonus payment which would have been payable if the employee had attended for duty, for the time of such non-attendance subject to the following:
- 18.1.1 the employee shall not be entitled to be paid leave of absence for any period in respect of which he is entitled to workers' compensation;
- 18.1.2 an employee shall not be entitled in respect of any year of continued employment to sick pay for more than the number of ordinary working hours specified in subclause 18.1.3 of this subclause. Any period of paid sick leave allowed by the Company to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award in or in respect of the earliest year of employment for which the employee has an accumulated or accrued right;
- 18.1.3 the number of ordinary working hours referred to in subclause 18.1.2 of this subclause shall be:
- (a) in the case of an employee with less than 1 year's continued employment: 40;
 - (b) in the case of an employee with 1 or more years' continued employment but less than 10 years' continued employment: 64;
 - (c) in the case of an employee with 10 or more years' continued employment: 80;
 - (d) in the case of an employee working 12 hour shifts the hours provided in subclauses a), b) and c) of this clause shall be 48, 72 and 96 hours respectively.
- 18.2 The rights under this clause shall accumulate from year to year so long as the employment continues with the Company, whether under this or any other award, so that any part of the number of ordinary working hours specified in subclause 18.1.3 of this clause which has not been allowed in any year may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this subclause shall be available to any employee entering the employment of the Company on or after 1 January 1986, for a period of 16 years, but for no longer, from the end of the year in which they accrued.
- 18.3 In the case of an employee who otherwise is entitled to payment under this clause but who, at the time of the absence concerned, has not given three months' continuous service in the period of current employment with the Company, the right to receive payment shall not arise until such service has been given.
- 18.4 For the purpose of this clause continuous service shall be deemed not to have been broken by -
- 18.4.1 any absence from work on leave granted by the Company; or
- 18.4.2 any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee;
- 18.4.3 provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- 18.5 Service before the date of coming into force of this award shall be counted as service for the purpose of qualifying thereunder.
- 18.6 In this clause "ordinary working hours" shall include working hours on shifts known as compulsory roster shifts, ring roster shifts or 21st shifts which are paid at overtime rates.

19. Notification of Sick Leave

- 19.1 An employee absent from work on account of personal illness or injury is entitled to claim sick leave as provided by this award subject to notification of the intended absence at least one hour prior to the commencement of the day or shift.
- 19.2 No medical certificate for single day absences will be required unless requiring payment for sick leave taken without notification of absence to Security. Medical certificates will be required for all absences exceeding a day or shift.
- 19.3 All claims for sick leave and all medical certificates supplied to the Company will state the nature of the illness/injury requiring absence from duty.
- 19.4 Medical certificates provided in support of a claim for sick leave will be dated to coincide with the first day of the absence from duty otherwise sick leave will only be paid from the date shown on the medical certificate.

20. Annual Leave

- 20.1 Day Workers and Monday to Saturday Shift Workers: See *Annual Holidays Act 1944*.
- 20.2 Shift workers whose working period includes Sundays and Public Holidays as ordinary working days:
 - 20.2.1 In addition to the benefits provided by section 3 of the Annual Holidays Act 1944, with regard to an annual holiday of four weeks, an employee who, during the year of their employment with the Company with respect to which they become entitled to the said annual holiday of four weeks, gives service to the Company as a seven-day shift worker, shall be entitled to the additional leave as hereunder specified:
 - (a) if during the year of employment the employee has served the Company continuously as such seven-day shift worker the additional leave with respect to that year shall be one week;
 - (b) subject to subparagraph (d), of this paragraph, if during the year of employment, the employee has served for only a portion of it as such seven-day shift worker the additional leave shall be one day for every thirty-three ordinary shifts worked as a seven-day shift worker;
 - (c) subject to subparagraph (d), of this paragraph, an employee shall be paid for such additional leave at the annual leave rate of pay, for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave;
 - (d) where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only;
 - (e) in this clause reference to one week and one day shall include holidays and non-working days.
 - 20.2.2 Where the employment of a worker has been terminated and thereby becomes entitled under section 4 of the Annual Holidays Act 1944, to payment in lieu of an annual holiday with respect to a period of employment, the employee shall also be entitled to an additional payment of three and one-half hours at the annual leave rate of pay with respect to each twenty-one shifts of service as such seven-day shift worker during such period of employment.
 - 20.2.3 A seven-day shift worker under this subclause shall be paid at the appropriate rate for any "compulsory roster" shift, also known as a "twenty-first" shift, which the employee would have worked during the employee's period of annual leave.

- 20.3 Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.

In addition to the benefits provided by section 3 of the *Annual Holidays Act*, 1944 with regard to an annual holiday of four weeks, an employee who during the year of his employment with the Company becomes entitled to the said annual holiday of four weeks, gives service to the Company as a Monday to Saturday

shift worker who is regularly rostered for duty on Saturdays as ordinary working days, shall be entitled to additional leave as hereunder specified:

20.3.1 For every thirteen Saturdays upon which the employee worked an ordinary shift as a Monday to Saturday shift worker who is rostered for duty on Saturdays as ordinary working days the additional leave with respect to that year shall be one day.

20.3.2 Where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.

- 20.4 Annual Leave Loading - In respect of a period of annual leave an employee shall be paid a loading, namely 20 per cent, of whichever amount, to be calculated for the period of annual leave, is the lesser of -

20.4.1 the employees ordinary pay pursuant to the *Annual Holidays Act*, 1944, and where applicable, the employees annual leave rate of pay pursuant to this clause, and clause 21, Days Added to the Period of Annual Leave, or Long Service Leave; or

20.4.2 the sum of -

- (a) the employees award rate of pay for ordinary time at the commencement of annual leave as prescribed by clause 3, Basic Wage, clause 4, Rates of Pay, clause 5, Leading Hands, and subclause 6.3 of clause 6, Mixed Functions, of this award; and
- (b) the employees rate of maximum all purpose bonus payable at the commencement of annual leave pursuant to the bonus setting applicable to the employee.

Provided that an employee who would have worked shift work but for being on annual leave shall be paid whichever is the greater of the said loading, or the shift work allowances pursuant to clause 11.1, Shift Work Allowances for Shift Workers, the weekend penalty rates pursuant to clause 11.3, Saturday Rates for Shift Workers, and (in respect of Sundays only) clause 15, Sunday and Holiday Rates, that would have been payable in respect of ordinary time during the period of annual leave but for being on annual leave.

20.4.3 The loading prescribed by this subclause shall apply to payment in lieu of a fully due annual holiday on termination of employment, but shall not apply to proportionate annual holiday payment on termination of employment.

21. Days Added to the Period of Annual Leave or Long Service Leave

- 21.1 In the case of an employee who was, at the commencement of their annual leave or long service leave, employed as a 7-day shift worker under this award, one day shall be added to the annual leave period or long service leave period, respectively, in respect of any holiday prescribed by this award which falls within the period of annual leave or long service leave to which the employee is entitled under this award.

- 21.2 An employee who is rostered off duty on a day which is a holiday prescribed by this award and who is not required to work on that day shall:

- 21.2.1 have one day added to the annual leave period; or
- 21.2.2 by mutual consent, be paid, in the pay period in which the holiday falls, for the holiday at the rate payable pursuant to clause 14.1, Holidays.
- This subclause shall not apply when the holiday falls:
- 21.2.3 on a Saturday or Sunday except in the case of employees employed as seven-day shift workers whose working period includes Sundays and Holidays as ordinary working days, of this award; or
- 21.2.4 on a Sunday in the case of employees employed as Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.
- 21.3 Any day or days added in the case of annual leave shall be paid for at the annual leave rate of pay and in the case of long service leave shall be paid for at the long service leave rate of pay.
- 21.4 Any day or days added in accordance with subclauses 21.1 or 21.2 of this clause, shall be the working day or working days immediately following the period of annual leave or long service leave respectively to which the employee is entitled under clause 20, Annual Leave, or clause 22, Long Service Leave.
- 21.5 For the purposes of subclause 21.4 of this clause, working days shall be:
- 21.5.1 in the case of an employee who, at the commencement of the period of annual leave or long service leave, as the case may be, was employed as a day worker - any day of the week including a day on which the employee concerned would have been rostered off duty if not on annual leave or long service leave but excluding a Saturday, a Sunday or a holiday;
- 21.5.2 in the case of an employee who, at the commencement of the period of annual leave or long service leave, as the case may be, was employed as a Monday to Saturday shift worker - any day of the week, other than a Sunday or a holiday, including a day on which the employee concerned would have been rostered off duty if not on annual leave or long service leave.
- 21.5.3 in the case of an employee who, at the commencement of his period of annual leave or long service leave, as the case may be, was employed as a 7-day shift worker - any day of the week including a day on which the employee concerned would have been rostered off duty if not on annual leave or long service leave.
- 21.6 Where the employment of a worker has been terminated and under section 4 of the *Annual Holidays Act* 1944, an entitlement accrues to payment in lieu of an annual holiday with respect to a period of employment the employee shall also be entitled to an additional payment for each day accrued under subclause 21.2 of this clause, at the annual leave rate of pay.
- 21.7 An employee who is employed as a seven-day shift worker who -
- 21.7.1 has a day added to annual leave or long service pursuant to subclauses 21.1 and 21.2 of this clause, and
- 21.7.2 such a day falls on a holiday prescribed by clause 14, Holidays, on which the employee would have been rostered to work an ordinary shift were it not for an entitlement to an added day shall be paid for such day, in addition to the entitlement under subclause 21.3 of this clause, at the rate prescribed by subclause 14.1 of the said clause 14.

22. Long Service Leave

- 22.1 See *Long Service Leave Act*, 1955.
- 22.2 Notwithstanding the *Long Service Leave Act* 1955, the award rate (basic wage and margin) element of ordinary pay for long service leave shall be either that:

22.2.1 determined in accordance with the *Long Service Leave Act* 1955; or

22.2.2 applicable to the employee at the commencement of the period of long service leave whichever is the greater.

- 22.3 An employee shall be entitled to have all days which are prescribed as holidays by clause 14, Holidays, treated as days appointed by the Governor as public holidays for the purposes of the application of Section 4(4A) of the *Long Service Leave Act*, 1955.

23. Jury Service

- 23.1 An employee required to attend for jury service:

23.1.1 during ordinary working hours; or

23.1.2 immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending for jury service, is not reasonably able to report for work on the night shift or afternoon shift, as the case may be:

shall be paid by the Company their ordinary time rate and bonus which would have been payable in respect of the ordinary time rostered had the employee not attended for jury service.

- 23.2 The employee will reimburse to the Company the amount received in respect of such jury service upon payment.
- 23.3 An employee shall notify the Company as soon as possible of the date upon which attendance for jury service is required. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Compassionate Leave

- 24.1 An employee shall, on production of acceptable proof of the death of a spouse (including a de facto spouse), father, mother, foster-father, foster-mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, child, stepchild, son-in-law, daughter-in-law, grandparents, grandchildren or grandparents-in-law, be entitled on notice to compassionate leave without deduction from ordinary wages for such period not exceeding three days as is reasonable in the circumstances.
- 24.2 Where an employee incurs significant travel to attend a funeral, the amount of compassionate leave will be increased by a further two days upon production of acceptable evidence documenting the necessity to travel.
- 24.3 In addition to the employee's ordinary time work rate of pay, the amount of bonus applicable for the period of compassionate leave will also be paid.
- 24.4 Compassionate leave will not be granted if the period of leave coincides with any other period of paid leave.

25. Personal/Carers Leave

- 25.1 An employee with responsibilities in relation to a class of person set out in clause 25.3.2 who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after date 21 August 1996 for absences to provide care and support for such persons when they are ill.
- 25.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In

normal circumstances an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

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

25.3.1 the employee being responsible for the care and support of the person concerned; and

25.3.2 the person concerned being:

- (a) spouse of the employee; or
- (b) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), partner (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defacto partner spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - i. "relative" means a person related by blood, marriage or affinity;
 - ii. "affinity" means a relationship that one spouse because of marriage has to blood relatives or the other; and
 - iii. "household" means a family group living in the same domestic dwelling.

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

26. Parental Leave

26.1 Should either the Federal Government or respective State Governments legislate in respect of paid maternity or parental leave, any payments required to be made under that particular legislation would be absorbed against any payments arising out of this clause. Parental leave is granted to employees subject to their meeting the requirements described in the sub-clauses following:

26.2 Definitions

"Child" means a child of the employee under one year of age or, in the case of an adopted child or a child to be adopted, under five years of age, other than a child or step-child of the employee or the employee's spouse, or a child who has previously lived continuously with the employee for a period of six months or more.

"Continuous Service" means service under an unbroken contract of employment and includes:

- (a) Any period of leave taken in accordance with this policy, including part-time leave.
- (b) Any period of leave or absence authorised by the Company.

"Eligible Employee" is one that has had at least twelve months continuous service with the Company and where that employee intends to return to the Company for at least six months following the leave. In the event that the employee does not return to work with the Company for a period of six months following the completion of the parental leave, the Company may require the employee to reimburse the amount of paid leave and/or through a deduction from monies due to the employee on termination.

"Maternity Leave" means leave granted in accordance with this policy and is 12 weeks paid leave plus up to 40 weeks unpaid leave preceded by at least twelve months continuous service with the Company.

"Paternity Leave" means leave granted in accordance with this policy and includes:

- (a) 'short paternity leave' of 1 weeks paid leave, and
- (b) 'extended paternity leave' of 1 week paid leave plus a further period of up to 51 weeks unpaid leave preceded by at least twelve months continuous service with the Company.

"Adoption Leave" means leave granted in accordance with this policy and includes:

- (a) 'short adoption leave' of 1 weeks paid leave and a further period of two weeks unpaid, and
- (b) 'extended adoption leave' of 12 weeks paid leave and further period of up to 40 weeks leave where the employee is the primary caregiver, preceded by at least twelve months continuous service with the Company.

"Primary Care Giver" means a person who assumes the principal role of providing care and attention to a child.

"Relative adoption" occurs where a child, as defined, is adopted by a grandparent, sibling, aunt or uncle (whether of the whole blood or half blood or by marriage).

"Spouse" includes de facto or former spouse.

26.3 Eligibility for Leave

26.3.1 Maternity Leave

An eligible employee whose expected date of confinement has been confirmed in writing by a registered medical practitioner, will be entitled to 12 weeks paid maternity leave, and up to 40 weeks of unpaid leave for each confinement. Written notification of the date on which the eligible employee proposes to commence maternity leave and the leave period must be provided via a leave application form.

The paid component will be taken as the initial absence on such leave and this twelve week period of paid leave is inclusive of any public holidays arising within that time.

Where an employee applies for other paid leave (i.e. annual leave or long service leave) continuous with a period of paid maternity leave, and is eligible for that leave, the employee will be granted the paid leave.

The entire absence in respect of maternity leave (paid, unpaid, other leave) will not exceed 52 weeks.

This period shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and, apart from paternity leave of up to one week at the time of confinement, shall not be taken concurrently with paternity leave.

Except as otherwise provided in this clause, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

26.3.2 Paternity Leave

An eligible employee, upon production to the Company of a certificate from a registered medical practitioner which names the employee's spouse, states that the spouse is pregnant and the expected date of confinement or the date upon which the birth took place, shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances;

- (a) an unbroken period of paid leave of up to one week (inclusive of any public holidays arising within that time) at the time of the confinement of the spouse (short paternity leave) and;
- (b) a further period of up to 51 weeks unpaid leave in order to be the primary care giver of a child, provided that such leave shall not extend beyond the child's first birthday (extended paternity leave).

This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

26.3.3 Adoption Leave

An eligible employee, upon production to the Company of a statement from an adoption agency or other appropriate body, or the presumed date of placement of the child with the employee for adoption purposes, or a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks in the following circumstances:

- (a) an unbroken period of paid leave of up to one week and a further period of two weeks unpaid at the time of the placement of the child where the employee is not the primary care giver (short adoption leave); or an unbroken period of paid leave of up to 12 weeks at the time of the placement of the child in order to be the primary care giver (The paid component will be taken as the initial absence on such leave and this twelve week period of paid leave is inclusive of any public holidays arising within that time); and
- (b) a further unbroken period of up to 40 weeks unpaid leave in order to be the primary care giver of the child. This leave shall not extend beyond one year from the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child (extended adoption leave). This entitlement shall be reduced by: any period of leave taken at the time of the placement of the child and; the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

26.4 Further Requirement for Eligibility for Leave

Before taking leave in accordance with this clause, at the time of giving notice for the period of leave, the employee shall give to the Company a statutory declaration stating:

- (a) the particulars of any maternity, paternity or adoption leave, as the case may be, sought or taken by the employee's spouse; and
- (b) that the employee, for the period of leave, will not engage in any conduct inconsistent with the contract of employment; and

- (c) when the leave sought is paternity or adoption leave that it is taken to become the primary care giver of a child.

26.5 Notice of Leave

- 26.5.1 An eligible employee, in the case of maternity leave, shall, not less than 10 weeks prior to the expected date of confinement, give to the Company the certificate referred to in 26.3.1 hereof and not less than four weeks notice in writing of the date upon which the employee proposes to commence such leave, state the amount of leave to be taken and furnish the statutory declaration referred to in 26.4 hereof, provided that an employee shall not be in breach of this paragraph if failure to give notice herein prescribed is due to the confinement occurring earlier than the presumed date.
- 26.5.2 An eligible employee, in the case of paternity leave, shall, not less than 10 weeks prior to each proposed period of leave, give to the Company notice in writing stating the dates upon which the employee proposes to start and finish each period of leave and produce the certificate referred to in 26.3.2 and the statutory declaration referred to in 26.4 hereof; provided that an employee shall not be in breach of this paragraph if failure to give the notice herein prescribed is due to the birth occurring earlier than the presumed date, or the death of the mother of the child, or other compelling circumstances; provided further that the employee shall notify the Company of any change in the information provided pursuant to 26.3.2 or 26.4 hereof.
- 26.5.3 In the case of adoption leave, the employee shall notify the Company upon receiving notice of approval for adoption purposes and within two months of such approval, shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption, the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- 26.5.4 In addition, the employee shall, as soon as the employee is aware of the presumed date of placement of the child for adoption purposes, but no later than 14 days before such placement, give in writing, notice to the Company of the dates of any period of leave to be taken in accordance with 26.3.3 hereof and 10 weeks notice in writing before the commencement of any further periods of leave for adoption purposes to which the employee is entitled in accordance with this clause; provided that an employee shall not be in breach of this paragraph if the failure to give notice in accordance with this paragraph is due to a requirement by the adoption agency to accept earlier or later placement of a child, or death of the employee's spouse or other compelling circumstances.
- 26.5.5 In the case of maternity leave, the Company may, after giving the employee not less than 14 days notice in writing, require the employee to commence maternity leave at any time within six weeks immediately prior to the presumed date of confinement.

26.6 Special Provisions Relating to Maternity Leave

- 26.6.1 Transfer to a Safe Job - Where, in the opinion of a registered medical practitioner, illness or risk arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at the present work, the employee shall, if the Company deem it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave. If the transfer to a safe job is not practicable, the employee may, or the Company may require the employee to, take leave for such period as is certified necessary by the registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of this clause.
- 26.6.2 Special Maternity Leave and Sick Leave - Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks otherwise than by the birth of a living child, the employee shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before the employee returns to work; or for illness other than the normal consequences of confinement, the employee shall be entitled, either in lieu or in addition to special maternity leave, to such paid sick leave as stands to

the employee's credit and which a medical practitioner certifies as necessary before the employee's return to work. Where an employee not then on maternity leave suffers illness related to the pregnancy, the employee may take such paid sick leave standing to the employee's credit and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before the employee returns to work, provided the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed

the period of leave to which the employee is entitled under 26.3.1 hereof.

26.7 Leave and Other Entitlements

Provided the aggregate of any leave taken under this clause does not exceed the period of leave to which the employee is entitled under clause 26.3 hereof, an employee may, in lieu of or in conjunction with leave, take any annual leave or long service leave or part thereof to which the employee is entitled, but paid sick leave or other paid authorised absences shall not be available to an employee during absence on leave in accordance with this clause.

26.8 Effect of Leave on Employment

A period of parental leave does not break an employee's continuity of service, but does not otherwise count as service except:

- (a) For the purpose of determining the employees entitlement to a later period of parental leave or
- (b) As expressly provided in a law of the Commonwealth, State or Territory, or as expressly provided in an award, order, or certified agreement.

A period of absence on unpaid Parental Leave does not accrue Annual Leave or Long Service Leave credits.

26.9 Termination of Employment

26.9.1 An employee on leave in accordance with this clause may terminate employment at any time during the period of leave by notice given in accordance with this award.

26.9.2 The Company shall not terminate the employment of an employee on the grounds of pregnancy, the pregnancy of a spouse or that the employee proposes to adopt a child, or because the employee is absent on leave in accordance with this clause, but otherwise the rights of the Company in relation to termination of employment are not hereby affected.

26.10 Cancellation of Leave

26.10.1 Leave applied for but not commenced shall, subject to the provisions of clause 26.6 hereof, be cancelled when the pregnancy of an employee or the employee's spouse is terminated otherwise than by the birth of a living child or, in the case of adoption leave, when the adoption is not proceeded with or abandoned.

26.10.2 Where an employee has commenced maternity leave or adoption leave and the leave is cancelled because of reasons specified in clause 26.6 hereof, the employee shall notify the Company in writing and it shall be the right of the employee to resume work from the date of notice in writing by the employee to the employer of the desire to return to work.

26.11 Variation of Leave

Provided the maximum period of leave does not exceed the period to which the employee is entitled under clause 26.3 hereof:

- (a) the period of leave may be varied once only by the employee giving not less than 14 days notice in writing, stating the period by which the leave is to be lengthened;

- (b) the period may be further lengthened by agreement between the Company and the employee;
- (c) the period of leave may, with the consent of the Company be shortened by the employee giving not less than 14 days notice in writing, stating the period by which the leave is to be shortened.

26.12 Return to Work After Leave

- 26.12.1 An employee shall confirm the intention to return to work by notice in writing to the Company giving not less than four weeks prior to the expiration of the period of leave.
- 26.12.2 An employee, upon returning to work after leave or the expiration of notice required by clause 26.12.1 hereof, shall be entitled to the position which the employee held immediately before proceeding on leave, or, in the case of an employee transferring to a safe job in accordance with clause 26.6.1 hereof, to the position which the employee held immediately prior to such transfer, or where the employee has transferred to part time work due to pregnancy, to the position the employee held prior to such transfer.

Where such position no longer exists, but there are other positions available which the employee is qualified and is capable of performing, the employee shall be entitled to a position as nearly as possible comparable in status and pay to that former position.

26.13 Replacement Employees

- 26.13.1 A replacement employee is an employee specifically engaged as a result of an employee proceeding on leave in accordance with this clause.
- 26.13.2 Before the Company engages a replacement employee, the Company shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 26.13.3 Before the Company engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this clause, the Company shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- 26.13.4 Nothing in this subclause shall be construed as requiring the Company to engage a replacement employee.

27. Disciplinary Code

- 27.1 Where an employee is alleged to have breached the terms of employment or good order and discipline the following procedure will apply:

- 27.1.1 The employee and representative if requested, will be given all facts relating to the matter known to the Company and the opportunity to respond. The Supervisor may counsel or warn the employee on the first such occasion recording the particulars in the presence of the employee on the employee's personal history card. On the second or subsequent occasions the Supervisor will refer the matter to the Manager Employee Relations.
- 27.1.2 The Manager Employee Relations upon reference of an alleged breach of employment terms and/or discipline will interview the employee in the presence of the Union Representative(s) and Supervisor(s)/Manager and may issue the employee with a final written warning, copies of which will be issued to all involved parties.
- 27.1.3 The Manager Employee Relations may in lieu of, or as well as issuing a final warning, suspend or transfer the employee in which case advice of this action will be given to the employee and Union Representative(s) at the interview.

27.1.4 If an employee has reason to receive a second formal warning within any period of 12 consecutive months, the Company may terminate the employee's contract of employment by payment of such wages as are due in lieu of notice.

27.2 Nothing in this code limits the Company from exercising summary termination of the employee's services within the Award Contract of Employment.

28. Disputes Settling Procedure

28.1 Introduction

All parties to this Award recognise and accept that people have differing viewpoints, and hence, conflict will arise from time to time. It is agreed that it is in the interests of all parties to manage the resolution of this conflict by means which do not damage the business.

To enable claims, issues and disputes to be progressed while work continues without industrial action the procedures outlined in this clause will apply.

28.2 Departmental Claims, Issues and Disputes

(a) Step 1 (to be completed within 24 hours or the next ordinary working day following the claim, issue or dispute arising):

(1) Employee(s) involved will raise the claim, issue or dispute with the supervisor. Parties at this level will take all reasonable steps to resolve the issue.

(2) Failing agreement, employee(s) involved (with a representative, if requested) and the supervisor will fill out an Industrial Incident Report Form stating the claim, issue or dispute and present this document to the manager of the area concerned. All reasonable steps to resolve the issue will be taken by the parties at this level.

(b) Step 2 (to be completed within 24 hours or the next ordinary working day following the raising of the Industrial Incident Report Form):

Failing agreement, employee(s) involved (with a representative, if requested) and/or the head of the department will contact the Manager Employee Relations or designate who will organise a time and date for a conference(s).

(c) Step 3.

Failing agreement being reached following the conference(s), the claim, issue or dispute may be referred to the appropriate industrial relations authority.

28.3 General Claims, Issues and Disputes

(a) Employee representatives involved will place any claim, issue or dispute before the Company's Employee Relations Manager or designate, who will take all reasonable steps to reply as soon as possible.

(b) Failing agreement, the claim, issue or dispute may be referred to the appropriate industrial relations authority.

28.4 Dispute Settling Objectives

(a) The purpose and objectives of the Dispute Settling Procedure is to prevent loss of wages to employees and damage to the Company's ability to maintain production.

- (b) Employees agree to follow the dispute settling procedure in all matters, which are in dispute.
- (c) Any stoppage of work, ban or limitation which takes place without the agreed dispute settling procedure being followed, will result in the personnel involved foregoing an amount equal to 6% of rate of pay and bonus for a period of 4 weeks.
- (d) Should the stoppage of work, ban or limitation take place without the agreed dispute settling procedure being followed in its entirety, the Company will notify the appropriate industrial relations authority prior to Clause 28.4(c) above being applied.

29. Contract of Employment

- 29.1 Subject as provided for elsewhere in this award employment shall be on a weekly basis.
- 29.2 Employment of employees on probation for the first two weeks of service shall be from day to day at the weekly rate fixed determinable at a day's notice.
- 29.3 Employees shall perform such work as the Company shall, from time to time, reasonably require and an employee not attending for or not performing duty shall, except as provided by clause 18, Sick Leave, lose pay for the actual time of such non-attendance or non-performance.
- 29.4 Subject as aforesaid employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. Where an employee has given notice or has been given notice by the Company, the employee shall, upon request, be granted leave of absence without pay for one day or shift during the period of notice in order to look for alternative employment.
- 29.5 This clause shall not affect the right of the Company to deduct payment for any day or portion thereof during which an employee is stood down by the Company as the result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee, or to deduct payment for any day during which the employee cannot be usefully employed because of any strike or through any breakdown of machinery, or due to any cause for which the Company cannot reasonably be held responsible.
- 29.6 This clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be payable up to the time of dismissal only.

30. Mechanical Tradespersons Classification Structure & Competency Standards

- 30.1 Mechanical Tradespersons will retain entitlement to provisions of the Metal Engineering and Associated Industries Award 1998 in respect of classification structures and competency standards.

31. Time and Payment of Wages

- 31.1 All wages shall be paid weekly by Electronic Funds Transfer.

32. Retention of Rate

- 32.1 Where, as a result of the rationalisation of the Company's operations, the introduction of technological change or changes in work practices, an employee is appointed to a classification or classifications which receive lower earnings from the sum of margin and bonus than did the employee's classification immediately prior to the appointment or the first appointment ("the previous classification"):
 - 32.1.1 If the employee has two or more years' continuous service with the Company, the employee shall retain the sum of margin and bonus applicable to the previous classification as follows:

- (a) in the first and second years after the date of the employee's appointment, full retention of the sum of margin and bonus applicable to the previous classification;
- (b) in the third year after the date of appointment, half retention of the sum of margin and bonus applicable to the previous classification;
- (c) thereafter, no retention.

Provided that when the sum of margin and bonus of the employee's new classification exceeds the sum of margin and bonus of the previous classification, the employee shall thereafter receive payment of margin and bonus applicable to the employee's new classification.

32.1.2 If the employee has less than two years' continuous service with the Company, the employee shall retain the sum of margin and bonus applicable to the previous classification as follows:

- (a) in the first year after the date of appointment, half retention of the sum of margin and bonus applicable to the previous classification;
- (b) thereafter, no retention.

Provided that when the sum of margin and bonus of the employee's new classification exceeds the sum of margin and bonus of the previous classification, the employee shall thereafter receive payment of margin and bonus applicable to the employee's new classification.

32.2 Where as a result of a market change affecting the Company's operations, an employee is appointed to a classification or classifications which receive lower earnings from the sum of margin and bonus than did the employee's classification immediately prior to the appointment or the first appointment ("the previous classification"), if the employee has two or more years' continuous service with the Company, the employee shall retain the sum of margin and bonus applicable to the previous classification as follows:

- (a) in the first year after the date of the employee's appointment, full retention of the sum of margin and bonus applicable to the previous classification;
- (b) in the second year after the date of the employee's appointment, half retention the sum of margin and bonus applicable to the previous classification;
- (c) thereafter, no retention.

Provided that when the sum of margin and bonus of the employee's new classification exceeds the sum of margin and bonus of the previous classification, the employee shall thereafter receive payment of margin and bonus according to the employee's new classification.

32.3 Where an employee, as a result of the circumstances specified in subclauses 32.1 and 32.2 ceases to be entitled to a leading hand allowance the employee shall, (provided the employee had been receiving such leading hand allowance throughout the six months immediately preceding such cessation of the employee's entitlement thereto), retain the leading hand allowance to which the employee was entitled immediately preceding such cessation of the employee's entitlement subject to the same qualifications and adjustments as are specified in subclauses 32.1 and 32.2.

33. Redundancy and Retrenchment

- 33.1 The employer will consult employees and their representatives in circumstances where a redundancy or retrenchment is likely to occur.
- 33.2 Redundancy - Where a reduction in labour requirements becomes necessary, voluntary redundancy will be explored prior to any retrenchment.

- 33.3 The following redundancy payment shall be paid to employees with at least one years completed service.
- 33.3.1 Notice - 4 weeks pay (1 additional week if over 45 years of age).
- 33.3.2 Redundancy Payment - 3 weeks pay for each completed year of service or part thereof up to a maximum payment of 52 weeks.
- 33.4 Retrenchment (Involuntary Redundancy) - In the event of retrenchment becoming necessary, the Company will commence discussion with the relevant Unions in accordance with the Award Disputes Settling procedure about the terms of severance payment.
- 33.5 When involuntary redundancy or retrenchments occur, the Company will provide the following services:
- Outplacement
 - Financial planning
 - Counselling
 - Job interviews
 - Skill enhancement

34. Definitions

- 34.1 Day workers are employees other than shift workers and include employees on night work within clause 11.4, Night Work for Day Workers and Day Shift Workers, of this award.
- 34.2 Monday to Saturday shift workers are shift workers whose ordinary working hours are worked between Monday and Saturday.
- 34.3 Where shifts commence between 11.00pm and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.
- 34.4 Annual leave rate of pay means -
- 34.4.1 in the case of -
- (a) annual leave under clause 20, Annual Leave and days added to the period of annual leave under clause 21, Days Added to the Period of Annual Leave, or Long Service Leave, taken by an employee immediately before or after leave under the *Annual Holidays Act*, 1944;
 - (b) payment in respect of annual leave or days added to the period of annual leave being made to an employee under the said clauses 20 and 21 upon the termination of the employment of an employee at the same time as payment is being made under the *Annual Holidays Act*, 1944, in respect of such termination,
- 34.4.2 the ordinary pay of the employee, calculated in accordance with the *Annual Holidays Act* 1944, for the leave taken or payments made under that Act;
- 34.4.3 in the case of annual leave under the said clause 20 and days added to the period of annual leave under the said clause 21 being taken otherwise than immediately before or after leave under the *Annual Holidays Act* 1944, the ordinary pay of the employee, calculated in accordance with the *Annual Holidays Act* 1944, as if such leave had been taken under the Act.

34.5 Confined space means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or when required to wear breathing apparatus with respirable air or oxygen from a source that is independent of his working environment and subject thereto shall include inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

34.6 Electrician means an employee who:

34.6.1 has served an electrical apprenticeship or recognised equivalent; and

34.6.2 has successfully completed a recognised electrical trades course or recognised equivalent; and

34.6.3 has obtained an "A" grade electrical mechanic's licence.

Provided that the Company may, in its discretion, classify as Electricians:

34.6.4 employees classified as either electrical mechanics or electrical fitters as at 18 May 1987 who have not obtained "A" grade electrical mechanic's licence. Such employees will be employed in the classification of Electricians or Electricians Grade 2 provided they can obtain a "B" grade electrical mechanic's licence and have the other requirements for the classification:

34.6.5 employees who are required to perform shop work, such as armature winding, which does not require either an "A" grade or "B" grade electrical mechanic's licence.

34.7 Electrician Grade 1 means an employee who:

34.7.1 has served an electrical apprenticeship or recognised equivalent; and

34.7.2 has successfully completed a recognised electrical trades course or recognised equivalent; and

34.7.3 has obtained an "A" grade electrical mechanic's licence; and

34.7.4 has successfully completed an "in-house" training course of 100 or more hours' duration which has been conducted as a result of the introduction of major technical advancements associated with major capital investment. Provided that an "in-house" training course within the meaning of this definition is one which seeks to advance employees beyond the skills learnt during an electrical trades course to qualify for reclassification to this grade; further, a course which is aimed primarily at assisting employees to relearn skills learnt during an electrical trades course is not an "in-house" training course within the meaning of this definition.

Employees classified in this grade shall perform, as required, the full range of work up to and including their level of training.

34.8 Electrician Grade 2 means an Electrician (as defined) who:

34.8.1 has successfully completed a post trade or a special course offered by the Department of Technical and Further Education, approved by the Company; or

34.8.2 has successfully completed one year of a two-year post trades course approved by the Company; or

34.8.3 has successfully completed one year of an Engineering Certificate Course, or an Associate Diploma Course, approved by the Company; or

34.8.4 has successfully completed one year of a part-time university degree course approved by the Company.

Employees classified in this grade shall perform, as required, the full range of work up to and including their level of training.

Appointments to this grade shall be within the discretion of the Company.

34.9 Electrician Grade 3 means an employee who:

34.9.1 has served an electrical apprenticeship or recognised equivalent; and

34.9.2 has successfully completed a recognised electrical trades course or recognised equivalent; and

34.9.3 has obtained an "A" grade electrical mechanic's licence; and

34.9.4 has successfully completed a two-year post trades course, approved by the Company, and has worked as an Electrician Grade 2 for one year; or

34.9.5 has successfully completed two years of an Engineering Certificate Course, or an Associate Diploma Course, approved by the Company and has worked as an Electrician Grade 2 for one year; or

34.9.6 has successfully completed two years of a part-time university degree course approved by the Company.

Employees classified in this grade shall perform, as required, the full range of work up to and including their level of training.

Appointment to this grade shall be within the discretion of the Company having regard to its manning requirements and the Company's assessment of the employee's suitability for appointment to this grade.

34.10 Electrician Grade 4 means an Electrician Grade 3 (as defined) who has worked for one year as such and who:

34.10.1 has successfully completed an Engineering Certificate Course or an Associate Diploma Course approved by the Company; or

34.10.2 has successfully completed four years of a part-time university degree course approved by the Company.

Employees classified in this grade shall perform, as required, the full range of work up to and including their level of training, and with minimum supervision and technical guidance.

Appointment to this grade shall be within the discretion of the Company having regard to its manning requirements and the Company's assessment of the employee's suitability for appointment to this grade.

35. Employee Representatives

35.1 The Company shall give recognition to an employee who is the representative of employees in a location where the employee is employed who shall be allowed the necessary time during working hours to interview the Company or its representatives in the case of a dispute affecting employees in his area.

35.2 Recognised employee representatives may be granted up to 3 days per annum training leave without loss of ordinary pay (excluding overtime). Such leave may accrue to a maximum of 5 days. As far as practicable, such leave should be organised so as to minimise the need for the Company to replace the employee representative by the working of overtime and to allow the employee representative to be released within ordinary time.

- 35.3 Employee representatives shall be allowed access, upon request, to a telephone, fax or photocopier for employee relations issues related to the site.

36. Plant Shut Downs

- 36.1 Where rostered days off are a feature of the method of working a 38-hour week, they may be accrued and discharged during plant shut down periods nominated in an annual roster made following consultation and agreement between the parties.

37. Protective Clothing & Equipment

- 37.1 The Company will supply and the employee will wear personal protective equipment when engaged in any work which, in the opinion of the Company, but subject to review by the Industrial Relations Commission of New South Wales, necessitates the use of personal protective equipment.
- 37.2 The employee shall pay the costs of any replacements necessary by reason of loss or breakage due to their carelessness.
- 37.3 Clothing and protective equipment will be issued on commencement and thereafter on a replacement basis.

38. Apprentices

Where any provisions so far as they relate to apprentices, are inconsistent with the provisions of this clause, the provisions of this clause shall, to the extent of the inconsistency, prevail.

- 38.1 Conditions of Employment - The ordinary conditions of employment, including method of payment, award holidays, hours and overtime, shall be those contained in this award provided an apprentice whilst under 18 years of age shall not be allowed to work shift work, and the apprentice shall not work shift work unless working under the control of a tradesperson in the same trade. The apprentice shall not be required to work overtime during the first year of his or her apprenticeship unless he or she is willing to do so.
- 38.2 Lost Time - The Company may deduct from the wages of an apprentice amounts proportionate to the working time lost by the apprentice in any wage period when suspended under the provisions of clause 38.3 of this clause or owing to his or her absence from the service of the Company, unless such absence is caused by:
- 38.2.1 The Company's fault;
- 38.2.2 Illness not exceeding one week in each year of service duly certified by a qualified medical practitioner;
- 38.2.3 The occurrence of any holiday prescribed by this award.
- 38.3 Disciplinary Code - The apprentice may be suspended by the Company without pay during such period of suspension for the following reasons, and subject to the undermentioned limitations of each suspension, viz.:

Nature of Offence or Misdemeanour

First Offence - The apprentice shall be told that this caution will be recorded.

Second Offence - The apprentice may be Suspended for a period not exceeding five working days (without pay).

Time lost by such suspension shall be made up at the end of each year.

Disobedience, Laziness,
Bad Timekeeping,

Third Offence - The apprentice may be suspended for a period not

General	<p>exceeding ten working days (without pay). Time lost by such suspension shall be made up at the end of each year.</p> <p>Following a suspension the apprentice may be brought before the Manager Employee Relations who shall admonish the apprentice and advise the apprentice that further offences may lead to cancellation of indenture in Accordance with <i>Apprenticeship and Traineeship Act 2001</i>.</p> <p>First Offence - The apprentice may be suspended for a period not exceeding five working days (without pay). Time lost by such suspension shall be made up at the end of each year.</p>
Insolence, Wilful Disobedience, Wilful Damage to Property, Neglect of Safety Precautions which may result in injury, Theft, Assault or Other Serious and Wilful Misconduct	<p>Second Offence - The apprentice may be suspended for a period not exceeding ten working days (without pay). Time lost by such suspension shall be made up at the end of each year.</p> <p>Following a suspension the apprentice may be brought before Manager Employee Relations who shall admonish the apprentice. If conduct which leads to the suspension persists the apprentice may be further suspended and the apprentice's indenture may be cancelled in accordance with Part 4 of the <i>Industrial and Commercial Training Act 1989</i>.</p>

38.3.1 When the Company intends to suspend an apprentice it shall immediately so advise the Commissioner for Vocational Training and the Union or Unions covering the trade.

38.3.2 When the Company suspends an apprentice, the suspension shall be effected by handing or delivering to the apprentice a notice in writing specifying:

- a. Particulars of the offence alleged to have been committed;
- b. The period of suspension;
- c. That future misconduct may cause the Company to seek cancellation of the indenture;
- d. The address of the Commissioner for Vocational Training; and
- e. That the apprentice is entitled to apply to the Commissioner for Vocational Training at that address, by letter, to have the suspension set aside.

38.3.3 The Company shall forward a copy of the notice to the Commissioner for Vocational Training, the Union or Unions covering the apprentice's trade and to the parent or guardian of the apprentice on the same day as the notice is handed or delivered to the apprentice.

38.3.4 Any purported suspension not affected in accordance with the above shall be of no effect.

38.3.5 Nothing in this clause shall affect the rights or obligations of any party to the apprenticeship under the Industrial and Commercial Training Act 1989.

38.4 Wages - The minimum weekly rates of pay for apprentices shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.

38.4.1 The total wages of apprentices shall be calculated to the nearest ten cents, any broken part of ten cents in the result not exceeding half of ten cents to be disregarded.

38.4.2 An employee who is under twenty-one years of age on the expiration of his or her apprenticeship and thereafter works as a minor in the occupation to which the employee has been apprenticed shall be paid at not less than the adult rate prescribed for that classification.

38.4.3 The special rates provisions in this award shall apply to apprentices in the trades where tradespersons are paid these special rates.

38.4.4 Tool allowance - This allowance shall apply to apprentices as set out in Item 30 of Table 2. The allowance shall apply for all purposes of the award.

39. Anti-Discrimination

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

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

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

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

39.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

39.4.2 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

39.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

40. Consultation

40.1 The Company will consult employees and if required their representatives prior to introducing change to the business that may affect ongoing permanent employment.

40.2 The parties agree that it is in the interests of all to ensure that there is an appropriate balance between internal and external sourcing of labour. It is important that contractors, who work both on-site and off-site, have a key role to play in the viability of the business.

41. Personal Accident and Sickness Insurance

41.1 The employer has taken out an insurance cover that provides all employees covered by this agreement with Income Protection for personal accident and sickness.

41.2 The policy benefits will include:

Income protection to gross weekly earnings.

24 hours/7 days coverage.

Benefit payable up to 2 years.

Journey Accident Coverage

Worldwide cover

An excess of 7 days will apply.

All leave benefits do not accumulate whilst an employee is receiving Income Protection.

Employees service is not affected.

41.3 Cover

An insurance policy will be arranged for employees up to the age of 70 years and following 6 months service providing Personal Accident and Sickness Insurance Benefits.

41.4 Exclusions

- a. Employees engaged on short term or fixed term basis.
- b. Employees with less than 6 months continuous service.
- c. Absences covered by workers compensation or arising from works related injury or illness.
- d. Absences less than 7 days in duration.
- e. Injury or illness arising from the unlawful actions of the employee.
- f. Absences which would otherwise be covered by parental or carers leave.
- g. Absences resulting from alcohol, drug or substance abuse.
- h. Absences resulting from high risk sporting or recreational activities generally precluded from personal accident insurance arrangements (sky diving, flying other than as a passenger in a licensed aircraft, training or playing professional sport).
- i. Illnesses/injuries arising from HIV/AIDS, radiation, pregnancy or war.
- j. Where the employee is entitled to benefits arising from personal injury insurance (eg. motor vehicle CTP insurance, sporting injury insurance, etc.), other than workers compensation, the wage support otherwise extended under this clause will be reduced by the amount of insurance benefit paid. Where such monies are paid by an insurer substantially after the absence, the employee is required to repay such monies to the employer. The employer may require the employee to authorise the employer to claim such monies direct from the insurer prior to receiving extended wage support.

41.5 Benefits

41.5.1 Lump sum payments for Death, Permanent Disablement and illness/injury resulting in certain surgical procedures within 12 months of diagnosis.

41.5.2 Weekly payment benefits for temporary total disablement up to a maximum period of 2 years at the award rate plus 12 months average over award payment excluding allowances.

41.5.3 Lump sum payments for injury resulting in bone fractures, excluding teeth.

41.5.4 Lump sum payment for certain serious medical conditions.

41.6 Multiple periods of extended absences occurring within 6 months from the same or related cause(s) will be deemed a continuation of the prior period.

41.7 Employees are required to provide medical certificate meeting the same criteria as for sick leave for absences from 7 to 28 days duration, thereafter medical certification requirements will be as determined by the insurer.

- 41.8 The Company will administer claims made under the Personal Accident and Sickness Insurance Policy.

42. Salary Sacrifice

- 42.1 Salary sacrifice is available for employees for the purposes of superannuation contributions and the purchase of lap top computers where this is in line with Australian Taxation Office Guidelines.

43. Protection of Employee Entitlements

- 43.1 The Company agrees to a process of consultation with the Unions party to this award about the ability of the Company to meet employee entitlements. The consultation will take the following form:
- 43.1.1 Following the publication of the Smorgon Steel Group Ltd annual accounts, the auditor of the Company will provide a report to the Company. The Company will provide the Union with this information within 30 days from publication of the Company accounts.
- 43.1.2 The Company will meet all reasonable costs associated with obtaining the auditor's report each year.
- 43.1.3 In the event that, based on the information set out in 43.1.1 above the Company receive less than BB+ credit rating then subject to any other legal obligations, the Company will hold discussions as soon as practicable with Unions party to this award in relation to the status of employees entitlements.
- 43.1.4 The Unions party to this award agree that they will observe all confidentiality obligations reasonably required of them in relation to the commercially sensitive information supplied to it during this process.

44. Enterprise Arrangements - Restructuring

- 44.1 Parties to this Award are committed to the ideal of making the Company more productive and competitive hence capable of sustaining job security through business growth utilising the following precepts:
- 44.1.1 the development of a more highly skilled and flexible workforce
- 44.1.2 the provision of career opportunities to employees through appropriate training and the acquisition of additional skills
- 44.1.3 the removal of barriers to the utilisation of skills acquired
- 44.1.4 the establishment of suitable work patterns which provide for a broader range of tasks which an employee may perform.
- 44.1.5 Continuing capital investment to improve plant/equipment and enter areas of new business.
- 44.2 Agreement has been reached to continue with the following objectives which are expected to enhance productivity through more flexible forms of work organisation.
- 44.2.1 Training and Skills Formation Objectives -
- (a) Career structures will be linked to training and skill formation, with movement within and throughout these structures being based on demonstrated training, skill and competency levels.
 - (b) To ensure equity within career structures, all employees will be given opportunities to participate in skill formation and enhancement regardless of job function. This will include but not be limited to:

- i. the acquisition and use of electronics/instrument servicing skills by suitably qualified personnel with nationally recognised qualifications where existing
- ii. the acquisition and use by of the full range of mechanical, pneumatic, hydraulic and electrical skills, by suitably qualified personnel with nationally recognised qualification where existing
- iii. Where nationally recognised qualifications do not exist at the time of making this agreement and are established during the life of this agreement, suitable and appropriate arrangements (having regard to the needs of the business) will be made for necessary training and accreditation.
- iv. the full use of non trade skills to affect mobility between career structures.

44.2.2 Employee skill/competence level and the demonstration of these on-the-job, will provide the basis for movement within career structures, internal transfer and performance management. All other factors being equal, length of service will be taken into consideration.

44.2.3 Consideration will be given to the individual capacity and aptitude of employees for performance of other tasks. Where necessary and practicable suitable training will be provided to allow employees to meet required standards.

44.2.4 All employees will be given an opportunity to exercise the full range of their skills and will be required to perform any job within his or her skill, competence and training level. This will include but not be limited to the removal of all restrictions on the performance of manual activities by wages employees acting as leading hands.

44.2.5 Supervisors will provide employees with guidance, instruction and direct assistance where needed to ensure tasks are performed to required standards of quality/efficiency/safety.

44.3 Quality Efficiency Focussed Work Practice Objectives -

44.3.1 Employees will participate in setting targets and monitoring performance so as to identify areas of change which may contribute to productivity/quality improvement.

44.3.2 Following prior consultation employees will accept the concept of doing a whole job including such tasks incidental to the completion of that job including cleaning/servicing equipment/area as indicated.

44.3.3 Plant/equipment will be operated to maximum operating capacity, without any imposed limits.

44.3.4 Plant/equipment will be operated continuously throughout crib periods, change of shifts and if short handed, for periods up to two (2) hours, until crew absences are filled.

44.3.5 Mobile equipment and cranes incidental to the main task will be operated by any suitably trained person provided it is safe in the circumstances to do so. The parties will confer as necessary to identify incidental activity.

44.4 Labour Management Objectives -

44.4.1 All positions designated relief, will be absorbed into manning levels sufficient to provide reasonable coverage for crib breaks, change of shift and other absences eg. sick, long service leave, annual leave etc.

44.4.2 Absenteeism is recognised as a significant issue required to be addressed by both Unions and Management. During the period of this award, employees with an unsatisfactory attendance will be identified, counselled and subject to the agreed disciplinary code.

44.5 Job Security -

The parties to this Agreement recognise the following agreed facts:

44.5.1 acceptance of change by employees in the workplace is partially influenced by their perception of the degree of job security which is present.

44.5.2 change should be the real security.

44.5.3 an attitudinal change within the whole workforce will develop a workplace culture that confronts change and encourages a dynamic, adaptive and commitment-based approach to work and management practices. That dynamic, adaptive and commitment-based approach will ensure the Company is well placed to both horizontally and vertically integrate existing products and processes as well as develop new products and processes.

44.6 Continuous Improvement -

44.6.1 Continuous improvement means ongoing process enhancement through constant attention to new and higher standards of achievement.

44.6.2 In this award the parties accept a requirement to ensure that conditions are maintained which promote change and maintain gains in production processes.

44.6.3 Through participation, involvement, skill development and communication, the parties will create a disciplined approach to change which will have as an outcome, the competitive success of the Company.

44.6.4 In practical terms Continuous Improvement means a willingness to:

- (a) Work to achieve maximum quality/maximum efficiency
- (b) Maintain minimum inventory
- (c) Eliminate laborious work through teamwork and co-operation
- (d) Maintain a questioning - open minded attitude
- (e) Pass on useful information
- (f) Remain objective
- (g) Be constructive with criticism
- (h) Keep everything in the workplace in order
- (i) Keep the workplace clean
- (j) Develop procedures for getting things done quickly, correctly and follow these procedures routinely

44.6.5 The parties agree that through elimination of waste, focussing on customer satisfaction and producing value goods and service, the Company will achieve a satisfactory return on investment and provide security/growth opportunities for employees.

44.7 Cost Containment -

44.7.1 A specific commitment is given by all employees to achieve a reduction in costs associated with:

- (a) supply of personal protective equipment including clothing, eyewear, footwear and gloves;
- (b) supply of tools, slings, furniture and other items ancillary to the conduct of work;
- (c) damage to mobile equipment;

44.8 Occupational Health Safety & Rehabilitation -

44.8.1 The parties shall comply with the requirements of NSW Occupational Health and Safety Act 2000 and any amendments thereof, and with Regulations made under the said Act.

44.8.2 The parties fully endorse and support the principles of the formalised Occupational Health Safety & Rehabilitation Program, as outlined in departmental Occupational Health Safety & Rehabilitation Reference Manuals.

45. No Extra Claims

45.1 It is a term of this Award that the Union(s) undertake not to pursue any extra claims, award or over award.

46. Area, Incidence & Duration

46.1 This award rescinds and replaces the Smorgon Steel Group - Reinforcing and Steel Products Division - Manufacturing and Grinding Media Waratah - Award 2004, published 10 June 2005, (351 I.G. 763).

46.2 This award will take effect on and from the first pay period beginning on or after 24 February 2006 and will remain in force until 30 September 2008.

46.3 This Award shall be binding upon the Commonwealth Steel Company Limited trading as Smorgon Steel Manufacturing and Grinding Media Waratah, New South Wales and to its employees who are engaged in any of the classifications specified in this Award and the following Unions:

The Australian Workers Union, Newcastle, Central Coast and Northern Regions Branch

Automotive, Foods, Metals, Engineering, Printing & Kindred Industries Union

New South Wales Plumbers and Gasfitters Employees Union

Construction Forestry Mining and Energy Union - Construction Division, New South Wales Branch

Electrical Trades Union of Australia, New South Wales Branch

47. Leave Reserved

Leave is reserved with respect to:

Clause 6 Mixed Functions

Clause 7 Special Rates

Clause 8 Electricians - Special Rates

Clause 9 General - Special Rates

Part B Table 1 Rates of Pay in respect of the classification structure in Engineered Products.

ATTACHMENT 1

COMMONWEALTH STEEL COMPANY LIMITED WARATAH

1st Copy White - Delegate's Copy
 2nd Copy Blue - Employee Rels Dept
 3rd Copy Pink - Department Copy

INDUSTRIAL INCIDENT REPORT

1. Issue Raised by: _____ Date: _____
 _____ Time: _____ am/pm
2. Details of Incident/Issue: _____

3. Union Representative's View of Issue/Dispute: _____

4. Manager/Supervisor's View: _____

5. Manager's Position/Policy Statement: _____
6. Follow Up Action: _____

7. Manager/Supervisor responsible: _____ Date: _____
 _____ Time: _____ am/pm

ATTACHMENT 2**Arrangements for Working 12 Hour Shifts**

1. Annual Leave: Annual leave may commence and finish on any day of the week. Total annual leave (which includes any other accrued days) should be taken in no more than 3 separate periods over the year. Flexibility in the start days is restricted only by the ability to manage the number of people on annual leave at any one time. Wherever possible requests of less than one week will be considered.
2. Basis of payment: An employee's annual leave entitlement is governed by the terms of the Annual Holidays Act which describes the entitlement in weeks. The Act stipulates that an employee is entitled to "4 weeks" annual leave, plus an additional "week" for a year working 7 day roster.
3. Payment for annual leave will be paid according to the days rostered on to work. An employee will be paid according to the roster plus any weekend penalties/ring rosters and shift allowances which would have been paid if the employee had been at work.

4. Public Holidays: If a public holiday falls during an annual leave period then the employee is paid 12 hours at ordinary time and the accrued additional annual leave day is added to the leave being taken.
5. If a public holiday is during a rostered off period then the employee is paid an additional 12 hours at ordinary time.
6. If a public holiday is during a rostered on period and the employee is required to work then the employee is paid at double time and a half.
7. Ring Roster Day: If a compulsory overtime shift (ring roster shift) falls within an annual leave period then employees are paid as if at work.

Ring roster shifts occurring in this manner have no bearing on the annual leave entitlement.

8. Sick Leave: Sick leave is accrued in hours by the Award according to years of service.
9. Employees absent from work on a 12 hour shift and who claim sick pay will be paid 12 hours ordinary time and 12 hours will be deducted from the accumulated sick pay entitlement.
10. Penalty Rates: Penalty rate entitlements for overtime or weekend shift work are as provided by the Award.
11. Overtime: Overtime commences after 12 ordinary hours have been worked each shift. Payment will be at double time.
12. Shift Work:

Saturdays - for 12 hour shift work payment will be at time and a half.

Sundays will be at double time.
13. Public Holidays: For work performed on a public holiday, payment will be at double time and a half.
14. Meal Breaks: 2 x 20 minute paid meal breaks in a 12 hour shift to be taken approximately 4 hours apart at a time best suited to plant operations.
15. Long Service Leave: Long service leave entitlements are governed by the NSW *Long Service Leave Act* and are specified as "weeks". Payment for long service leave is calculated on the number of ordinary hours rostered to work in the period of long service leave taken. Weekend penalty rates/ring roster shifts do not apply to long service leave.
16. Workers Compensation Benefits

Benefits are governed by legislation.

Absent through works injury: Benefits are based on ordinary weekly wage and the shift roster worked by the employee does not alter the benefit.

Working on selected duties: Benefits are calculated on make up to average earning of comparative employees including shift allowances and weekend penalty payments.

17. Shift Allowance: Shift allowance on a 12 hour shift roster is paid in accordance with the award conditions for those on a day/night rotating shift.

PART B

MONETARY RATES

Table 1 - Wages

	Wages per 38 hour week (Award margin plus basic wage \$121.40)		
	COMMENCEMENT DATE		
	1/10/06 3.0% \$	1/6/07 3.0% \$	1/2/08 3.0% \$
BAR PRODUCTS			
Warehouse -			
Operator - class 1	652.20	671.80	692.00
Operator - class 2	607.50	625.70	644.50
Operator - class 3	591.20	608.90	627.20
Operator - class 4	587.50	605.10	623.30
Operator - class 5	556.20	572.90	590.10
Bar Mill -			
Operator - level 1	745.20	767.60	790.60
Operator - level 2	711.40	732.70	754.70
Operator - level 3	643.80	663.10	683.00
Operator - level 4	593.00	610.80	629.10
Operator - level 5	542.20	558.50	575.30
Operator - level 6	518.30	533.80	549.80
STEELMAKING			
Operator Level 1	745.20	767.60	790.60
Operator Level 2	718.70	740.30	762.50
Operator Level 3	689.20	709.90	731.20
Operator Level 4	659.40	679.20	699.60
Operator Level 5	629.60	648.50	668.00
Operator Level 6	600.00	618.00	636.50
Operator Level 7	570.20	587.30	604.90
ENGINEERED PRODUCTS			
Forging -			
Operator Level 1*#	736.20	758.30	781.00
Operator Level 2*#	683.40	703.90	725.00
Operator Level 3*#	607.50	625.70	644.50
(* whilst working 4 days of 10 hour duration without accruing a rostered day off, these rates will be increased by 6.25%) (# whilst working 4 days of 9.5 hour duration without accruing a rostered day off, these rates will be increased by 5.3%)			
Heat Treatment -			
LH Furnace Attendant	635.10	654.20	673.80
Furnace Attendant	587.50	605.10	623.30
20 tonne Crane Driver - H4 Crane	594.90	612.70	631.10
Heavy Machine Bay -			
25 & 20 tonne Crane Driver H3 & H9 crane	594.90	612.70	631.10
Cold Saw Attendant (2 Machines)	567.20	584.20	601.70
Cold Saw Attendant (3 Machines)	581.20	598.60	616.60
Furnace Attendant Induction Hardner	635.10	654.20	673.80
Furnace Assistant Induction Hardner	594.90	612.70	631.10
Heavy Machine Bay Assistant	551.20	567.70	584.70
Electro Slag Refining Plant -			
Leading Hand Operator	656.70	676.40	696.70

Operator	623.70	642.40	661.70
Wheel and Tyre Plant Cheese Preparation - Kasto Saw Operator	635.10	654.20	673.80
Kasto Saw Assistant/Pendant Crane Operator	567.20	584.20	601.70
Heating - Furnace Operator*#	662.80	682.70	703.20
Furnace Attendant*#	618.10	636.60	655.70
Forming Press - Roller*#	724.60	746.30	768.70
Equipment Setter	694.10	714.90	736.30
Press Operator*#	609.00	627.30	646.10
Relief Hand No 1*#	609.00	627.30	646.10
Edgewater Mill - Mill Operator*#	694.10	714.90	736.30
Mill Operator's Assistant*#	605.50	623.70	642.40
General - Transfer Arm Operator*#	588.90	606.60	624.80
Finisher*#	609.00	627.30	646.10
10 tonne Crane Driver - T13 Crane*#	605.50	623.70	642.40
(* whilst working 4 days of 10 hour duration without accruing a rostered day off, these rates will be increased by 6.25%) (# whilst working 4 days of 9.5 hour duration without accruing a rostered day off, these rates will be increased by 5.3%)			
Heat Treatment/S.U.B. Line - Leading Hand Operator	618.40	637.00	656.10
Operator	623.70	642.40	661.70
Assistant	594.90	612.70	631.10
Machining and Assembly Bays - Tyre Machine Bay - 5 tonne Crane Driver - T9 Crane	594.90	612.70	631.10
5 tonne Crane Driver - T11 Crane	594.90	612.70	631.10
Store Attendant Product Chaser	587.50	605.10	623.30
Axle Machine Bay - 10 tonne Crane Driver - T8 Crane	594.90	612.70	631.10
Axle Attendant	587.50	605.10	623.30
Axle Assistant	551.20	567.70	584.70
Finishing Line - 5 tonne Crane Driver - T15 Crane	594.90	612.70	631.10
Stamper	581.20	598.60	616.60
Finishing Line Attendant	581.20	598.60	616.60
Assembly Shop - Assembly Press Operator	583.80	601.30	619.30
Assembly Press Operators Assistant	578.20	595.50	613.40
Pendant crane Operator	567.20	584.20	601.70

Painter and Lagger	546.20	562.60	579.50
Assistant	541.10	557.30	574.00
GRINDING MEDIA			
Ball Plant -			
Operator No 3	711.50	732.80	754.80
Operator No 4	701.70	722.80	744.50
Assistant	598.40	616.40	634.90
Despatch -			
Despatch Co-ordinator	706.70	727.90	749.70
Equipment Operator	652.20	671.80	692.00
STORES / TRANSPORT			
Equipment Operator	631.30	650.20	669.70
Stores/Transport Operator	607.50	625.70	644.50
GENERAL			
Tradesperson and Assistant -			
Bricklayer (when engaged on refractory work) - including tool allowance	709.40	730.70	752.60
Plumber - including tool allowance	682.80	703.30	724.40
Bricklayer's Labourer/Pendant Crane Operator	594.90	612.70	631.10
Electrical Tradesperson (including tool allowance)	680.20	700.60	721.60
Electrical Tradesperson Grade 1 (including tool allowance)	699.40	720.40	742.00
Electrical Tradesperson Grade 2 (including tool allowance)	718.30	739.80	762.00
Electrical Tradesperson Grade 3 (including tool allowance)	752.40	775.00	798.30
Electrical Tradesperson Grade 4 (including tool allowance)	781.90	805.40	829.60
The following Tradesperson classification shall only apply to employees who are classified as such as at 18 May 1987			
Electronics Tradesperson - Grade 1 (including tool allowance)	718.30	739.80	762.00
Electronics Tradesperson - Grade 2 (including tool allowance)	752.40	775.00	798.30
Electronics Tradesperson - Grade 3 (including tool allowance)	781.80	805.30	829.50
An additional amount per 38 hour week shall be paid to an employee employed and working as an electrical Tradesperson and possesses an electrician's licence issued under the <i>Electricity Development Act</i> 1945-65 as follows:			
"A" Grade	37.20	38.30	39.40
"B" Grade	20.00	20.60	21.20
Engineering Tradesperson C10 (including tool allowance)	641.20	660.40	680.20
Engineering Tradesperson C9 (including tool allowance)	672.60	692.80	713.60
Engineering Tradesperson C8 (including tool allowance)	703.80	724.90	746.60
Maintenance Assistant (including dirt allowance)	600.10	618.10	636.60
MISCELLANEOUS			
Scrap Yard/ Slag Dump Co-ordinator	587.40	605.00	623.20
Scrap Burner	567.20	584.20	601.70
Fork Lift Driver	591.20	608.90	627.20
Excavator Driver	607.50	625.70	644.50
Labourer	536.60	552.70	569.30
Dog Attendant and/or Crane Chaser	551.20	567.70	584.70
Rigger/Roper/Splicer			
(a) with less than 12 months steel industry experience	586.00	603.60	621.70
(b) Thereafter	598.40	616.40	634.90

Rope Inspector	627.00	645.80	665.20
The minimum weekly rates of pay for apprentices shall be as follows			
(A) Four Year Term -			
First Year	279.60	288.00	296.60
Second Year	361.00	371.80	383.00
Third Year	480.60	495.00	509.90
Fourth Year	551.10	567.60	584.60
(B) Three Year Term -			
First Year	320.40	330.00	339.90
Second Year	480.60	495.00	509.90
Third Year	551.10	567.60	584.60

Table 2 - Other Rates and Allowances

COMMENCEMENT DATE					
Item No	Clause No	Brief Description	1/10/06 3.0% \$	1/6/07 3.0% \$	1/2/08 3.0% \$
1	5	Leading Hands			
		In charge of not more than ten employees ¹	29.50	30.40	31.30
		In charge of more than ten but no more than twenty employees ¹	43.80	45.10	46.50
		In charge of more than twenty employees ¹	55.80	57.50	59.20
2	7.1.2	Hot Work ²	0.62	0.64	0.66
3	7.2	Wet Work ²	2.34	2.41	2.48
4	7.3.1	Working inside stack on the demolition of brickwork ²	4.74	4.88	5.03
5	7.3.2	Explosive powered tools ²	0.15	0.16	0.16
		minimum payment ³	1.35	1.39	1.43
6	7.3.3	Plumber required to compute quantities or make up estimates ²	0.66	0.68	0.70
7	7.3.4	Plumbers:			
		When required to act on plumbers licence ²	0.98	1.01	1.04
		When required to act on gasfitter's licence ²	0.98	1.01	1.04
		When required to act on drainers licence ²	0.82	0.84	0.87
		When required to act on plumber's and gasfitter's licence ²	1.28	1.32	1.36
		When required to act on plumber's and drainer's licence ²	1.28	1.32	1.36
		When required to act on gasfitter's and drainer's licence ²	1.28	1.32	1.36
8	7.3.4	When required to act on plumber's , gasfitter's and drainers licence ²	1.79	1.84	1.90
8	7.3.7	Plumber working in confined space ²	0.74	0.76	0.78
9	7.3.8	Plumber handling insulation material ²	0.74	0.76	0.78
10	7.5	Plumber working on bosun's chair, swinging stage or rope ladder 7.5m above ground level ³	2.88	2.97	3.06
11	7.6	Plumbers and labourers assisting plumbers employed on any chokage necessitating opening soil, waste or drain pipes, etc., conveying sewage ³	5.04	5.19	5.35
12	7.7	Plumber, licensed plumber or lead burner, holder of certificate of registration under the <i>Plumbers, Gasfitters and Drainers Act 1979</i> ²			
			0.76	0.78	0.80
13	7.8	Rigger/Roper/Splicer who holds a certificate of competency as a rigger ¹			
		- Class 1 or 2	10.70	11.00	11.30
		- Class 4	6.20	6.40	6.60

14	8.2	Electrical Tradesperson - Hot Places more than one hour in shade where temperature is raised by artificial means to between 46 and 54 degrees celsius. ² temperature exceeds 54 degrees celsius ²	0.57 0.74	0.59 0.76	0.61 0.78
15	8.3	Electrical Tradesperson - High Places - at a height of 15m or more directly above a substantial level surface ² for each further 15m increase in height an additional ²	0.62 0.62	0.64 0.64	0.66 0.66
16	8.4	Electrical Tradesperson engaged in work of an unusually dirty or offensive nature ²	0.62	0.64	0.66
17	8.5	Electrical Tradesperson working in confined space ²	0.74	0.76	0.78
18	8.6	Electrical Tradesperson working in wet places ³	3.16	3.25	3.35
19	8.7	Use of explosive powered tools ² minimum payment ³	0.13 1.42	0.14 1.46	0.14 1.50
20	8.8	Electrical Tradesperson using toxic substances used in quantities of 0.5 kg or over ² Electrical Tradesperson working in close proximity to employees engaged in the use of toxic substances	0.74 0.62	0.76 0.64	0.78 0.66
21	9.1.1	Confined space ²	0.74	0.76	0.78
22	9.1.2	Work of an unusually dirty or offensive nature ²	0.62	0.64	0.66
23	9.1.3	Maintenance of steel frame buildings, bridges, etc., 15m or more above nearest horizontal	0.35	0.36	0.37
24	9.1.4	Hot Places - where temperature is raised by artificial means to between 46 and 54 degrees celsius ² where temperature exceeds 54 celsius ²	0.62 0.74	0.64 0.76	0.66 0.78
25	9.1.5	Employees handling loose slagwool or other loose material used for providing insulation against heat, etc. ²	0.74	0.76	0.78
26	9.1.6	Wet Places ²	0.62	0.64	0.66
27	9.1.7	Explosive power tools ² minimum payment ³	0.13 1.42	0.14 1.46	0.14 1.50
28	12.4.2	Meal allowance on overtime ⁵	10.50	10.80	11.10
29	12.11.2	Recalled from home to work overtime ⁵	10.50	10.80	11.10
30	38.4.4	Apprentice tool allowance ¹ (A) Four year term First year Second year Third year Fourth year (B) Three year term First year Second year Third year	 6.40 8.70 11.30 13.70 7.30 11.30 13.70	 6.60 9.00 11.60 14.10 7.50 11.60 14.10	 6.80 9.30 11.90 14.50 7.70 11.90 14.50

¹ Per Week ² Per Hour or part thereof ³ Per Day or part thereof ⁴ Per Shift or part thereof ⁵ Per Meal

R. W. HARRISON D.P.

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379)

SERIAL C4289

HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6396 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD**PART A****Arrangement**

Clause No.	Subject Matter
7.	Anti-Discrimination
8.	Area, Incidence and Duration
4.	Conditions of Service
1.	Definitions
6.	Disputes Resolution
3.	Exemptions
5.	No Extra Claims
2.	Salaries

PART B**MONETARY RATES**

Table 1 - Salaries

PART A**1. Definitions**

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

"ADA" means the adjusted daily average of occupied beds calculated in accordance with the following formula:

ADA= Daily Average + Neo-natal Adjustment + Non -inpatient Adjustment where:

Daily Average =
$$\frac{\text{Total Occupied Bed Days for the period less Unqualified Baby Bed Days}}{\text{Number of days in the period}}$$

Neo-Natal Adjustment =
$$\frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$$

Non inpatient Adjustment =
$$\frac{\text{Total NIOOS Equivalents for the period}}{10 \times \text{Number of Days in the Period}}$$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions x1.3) plus the equivalent number of Dental NIOOS Non-inpatient Dental Flow x 3.8)

Union" means the Health Services Union.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act* 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act* 1997.

"Senior Dialysis Technician" means a technician who has been appointed Senior Dialysis Technician in the area of dialysis.

"Dialysis Technician" means a person employed as such who has the Industrial Electronics Certificate of the Department of Technical and Further Education or such other certificate or course of training as, in the opinion of the Health Administration Corporation, is deemed appropriate.

"Electronics Technician" means a person employed as such who is the possessor of an Electronics and Communications Certificate of the Department of Technical and Further Education, or who has qualifications and/or experience deemed by the employing hospital to be equivalent and the major portion of whose duties include the construction, adaptation, alteration, repair and/or maintenance of electronic equipment.

"Sole Electronics Technician" means an electronics technician appointed as such.

"Senior Electronics Technician" means an electronics technician appointed to a position approved as such by the Health Administration Corporation.

"Technical Officer" means a person appointed as such who is the holder of the Biological Technicians Certificate, the Chemistry Certificate, the Nuclear Medicine Technician's Certificate, the Pathology Technicians Certificate, the Pathology Technicians Higher Certificate, the Associate Diploma of Health Sciences (Pathology Techniques) of the Department of Technical and Further Education, the Associate Diploma in Medical Technology awarded by the Riverina CAE or the Associate Diploma in Medical Laboratory Science awarded by the Charles Sturt University or such other certificate or course of training as, in the opinion of the Health Administration Corporation, is appropriate.

"Senior Technical Officer" means a person appointed to a position approved as such by the Health Commission.

"Chief Medical Photographer" means a medical photographer who has been appointed as Chief Medical Photographer in a Medical Photography Department of a hospital.

"Medical Photographer" means a person who is employed as such and who has satisfactorily completed the course in photography conducted by the Department of Technical and Further Education or who possesses such other qualifications as deemed by the Health Administration Corporation to be appropriate and whose duties include taking, processing and recording all types of clinical photographs needed for research, teaching, treatment, and/or medical illustration.

"Trainee Medical Photographer" means a person appointed as such who is undertaking the certificate course in photography conducted by the Department of Technical and Further Education.

"Technical Assistant (Orthotic/Prosthetic) Level 1" - Such employees undertake orthotic/prosthetic work of a basic and routine nature under the direction of an orthotist/prosthetist.

"Technical Assistant (Orthotic/Prosthetic) Level 2" - Technical Assistants (Orthotic/Prosthetic) are able to progress to this level subject to meeting the following criteria:

ten years service as a technical Assistant (Orthotic/Prosthetic); and
certification by the health service that the range and quality of the work performed is such as to justify payment on this basis.

"Orthotist/Prosthetist - Grade 1" - Appointment shall be subject to the employee possessing qualifications deemed to be appropriate by the Health Administration Corporation. Such qualifications shall include:

- (a) The course in orthotics formerly run by the Department of Technical and Further Education;
- (b) The course in orthotics formerly run by the Health Administration Corporation;
- (c) The Diploma in Prosthetics and Orthotics from the Lincoln Institute. Such employees shall commence on the 3rd step of the Orthotist/Prosthetist-Grade 1;
- (d) The Bachelor of Prosthetics and Orthotics from Latrobe University. Such employees shall commence on the 3rd step of Orthotist/Prosthetist-Grade 1;
- (e) Other qualifications deemed by the Corporation to be equivalent;
- (f) Trade courses at certificate level from the Department of Technical and Further Education, eg. Fitting and Machinery, are also acceptable but such appointees shall not progress beyond the 6th step of Orthotist/Prosthetist-Grade 1 unless a supplementary orthotic qualification acceptable to the Corporation is obtained.

"Orthotist/Prosthetist - Grade 2*" - Appointment to Grade 2 shall be subject to the employee being required by the employer to undertake additional responsibilities, eg:

- (a) teaching of orthotist/prosthetist students;
- (b) employed on work which in the opinion of the Chief Orthotist/Prosthetist or the Medical Director requires special knowledge and depth of experience in any one or more specialist areas, such as: scoliosis, cerebral palsy, spinal cord injuries, plastic surgery; or is part of an amputee clinical team;
- (c) on the recommendations of the Chief Orthotist/Prosthetist is in charge of a section of the orthotic/prosthetic department recognised by the employer.

Appointment to Grade 2 shall also be subject to the Chief Orthotist/Prosthetist being satisfied with the employee's clinical and fabrication skills.

Subject to satisfactory performance, employees appointed to Grade 2 should spend no more than 12 months on the common Grade 1, Step 6/Grade 2, Step 1 rate of pay

"Deputy Chief (> 5 employed) and Chief -Grade 1 (1-5 employed)" - A Deputy Chief Orthotist/Prosthetist may be appointed in departments where there are more than five full-time professionals employed.

This grade also applies to Chief Orthotists/Prosthetists responsible for departments where there are one to five full-time professionals employed (not including Technical Assistants).

"Chief - Grade 2 (6 or more employed)" - This grade applies to Chief Orthotists/Prosthetists responsible for departments where there are six or more full-time professionals employed (not including Technical Assistants).

"Perfusionist-Grade 1 (Trainee Perfusionist)" - means a person appointed as such who holds, or is qualified to hold, an appropriate tertiary qualification (Bachelor of Science, Bachelor of Applied Science or equivalent qualification) and who is training in perfusion.

"Perfusionist-Grade 2 (Certified Perfusionist)" - means a person who has obtained the qualification of Certification in Perfusion of the Australasian Board of Cardiovascular Perfusion or having qualifications deemed by the Health Administration Corporation to be equivalent, who is capable of performing perfusion duties of a complex nature including research and development tasks.

"Perfusionist-Grade 3 (In-Charge Perfusionist)" - means a person who complies with all duties of a Trained Certified Perfusionist but in addition manages the every day operation of the department in conjunction with a medical officer.

"Perfusionist-Grade 4 (Director of Perfusion Services)" - means a person appointed as such who is the most senior Perfusionist within the Hospital and who is solely responsible for the direction and supervision of other Perfusionists within the Hospital. Director of Perfusion services is expected to exercise organisational, supervisory and management skills, mature technical and clinical knowledge, judgement as it relates to the operation and testing of equipment, to continue to develop expertise with advances in the relevant body of technical and clinical knowledge and to seek and utilise other specialist advice when required to.

2. Salaries

Employees shall be paid not less than the following minimum salaries as set out in Table 1- Salaries of Part B, Monetary Rates.

3. Exemptions

This award shall not apply to:

- (a) Members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be included in the Third Schedule to the *Health Services Act 1997*.
- (b) Employees of Stewart House Preventorium.

4. Conditions of Service

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

5. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

6. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, as varied, shall apply.

7. Anti-Discrimination

- (i) It is 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, and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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:."

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Technical (State) Award published 6 November 1998 (307 IG 56) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B**MONETARY RATES****Table 1 - Monetary Rates**

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Electronics Technician			
1 st year of service	940.30	977.90	1,017.00
2 nd year of service	973.00	1,011.90	1,052.40
3 rd year of service	1,005.70	1,045.90	1,087.70
4 th year of service	1,069.10	1,111.90	1,156.40
Sole Electronics Technician	1,121.20	1,166.00	1,212.60
Senior Electronics Technician			
1 st year of service	1,139.30	1,184.90	1,232.30
2 nd year of service	1,157.50	1,203.80	1,252.00
Perfusionist - Grade 1			
1 st year	1,146.20	1,192.00	1,239.70
2 nd year	1,183.20	1,230.50	1,279.70

Perfusionist - Grade 2			
1 st year	1,272.60	1,323.50	1,376.40
2 nd year	1,315.20	1,367.80	1,422.50
3 rd year	1,351.90	1,406.00	1,462.20
4 th year	1,500.00	1,560.00	1,622.40
5 th year	1,541.60	1,603.30	1,667.40
6 th year	1,593.90	1,657.70	1,724.00
7 th year	1,642.50	1,708.20	1,776.50
8 th year	1,683.80	1,751.20	1,821.20
Perfusionist - Grade 3			
1 st year	1,803.90	1,876.10	1,951.10
2 nd year	1,848.90	1,922.90	1,999.80
Perfusionist - Grade 4			
1 st year	1,898.70	1,974.60	2,053.60
2 nd year	1,943.90	2,021.70	2,102.60
Trainee Visual Aids Officer			
1 st year of training	415.50	432.10	449.40
2 nd year of training	467.10	485.80	505.20
3 rd year of training	510.70	531.10	552.30
4 th year of training	559.70	582.10	605.40
5 th year of training	615.40	640.00	665.60
Trainee Technical Officer			
1 st year of training	412.90	429.40	446.60
2 nd year of training	462.50	481.00	500.20
3 rd year of training	523.10	544.00	565.80
4 th year of training	576.10	599.10	623.10
Technical Officer - Grade 1			
1 st year	729.20	758.40	788.70
2 nd year	746.80	776.70	807.80
3 rd year	763.60	794.10	825.90
4 th year	781.90	813.20	845.70
5 th year	798.90	830.90	864.10
6 th year	829.10	862.30	896.80
7 th year	856.00	890.20	925.80
8 th year	879.60	914.80	951.40
Technical Officer - Grade 2			
1 st year	940.30	977.90	1,017.00
2 nd year	973.00	1,011.90	1,052.40
3 rd year	1,005.70	1,045.90	1,087.70
4 th year	1,069.10	1,111.90	1,156.40
Senior Technical Officer			
1 st year	1,121.20	1,166.00	1,212.60
2 nd year	1,139.30	1,184.90	1,232.30
3 rd year and Thereafter	1,157.50	1,203.80	1,252.00

Dialysis Technician			
1 st year	873.70	908.60	944.90
Thereafter	900.30	936.30	973.80

Senior Dialysis Technician			
Grade 1 (Sole Technician)	928.10	965.20	1,003.80
Grade 2	959.70	998.10	1,038.00
Visual Aids Officer - General Scale			
1 st year	688.70	716.20	744.80
2 nd year	724.50	753.50	783.60
3 rd year	761.10	791.50	823.20
4 th year	778.50	809.60	842.00
5 th year	796.60	828.50	861.60
Visual Aids Officer - Grade 1			
Medical Artists, RPA, RNSH;(I/C Westmead) (2-I/C POW)	873.80	908.80	945.20
Visual Aids Officer - Grade 2			
Sole Medical Photographer (St.George & Gosford)	910.60	947.00	984.90
Visual Aids Officer - Grade 3			
Chief Medical Photographer - specific hospitals	1,015.90	1,056.50	1,098.80
Visual Aids Officer - Grade 4			
Co-ordinator - Audio Visual Services - RNSH	1,054.50	1,096.70	1,140.60
Director of Audio Visual Services			
Royal Prince Alfred and Westmead	1,227.20	1,276.30	1,327.40
Technical Assistant (Orthotic/Prosthetic)-Level 1			
1 st year	668.30	695.00	722.80
2 nd Year	681.50	708.80	737.20
3 rd Year	697.20	725.10	754.10
Technical Assistant (Orthotic/Prosthetic)-Level 2			
1 st Year	729.20	758.40	788.70
2 nd Year	746.80	776.70	807.80
3 rd Year	763.60	794.10	825.90
ORTHOTISTS/PROTHETISTS			
Progression within each Grade shall be on an annual basis, subject to satisfactory performance.			
Orthotist/Prosthetist - Grade 1			
Step 1	732.80	762.10	792.60
Step 2	788.30	819.80	852.60
Step 3	836.00	869.40	904.20
Step 4	895.90	931.70	969.00
Step 5	941.80	979.50	1,018.70
Step 6	990.90	1,030.50	1,071.70
Orthotist/Prosthetist - Grade 2			
Step 1	990.90	1,030.50	1,071.70
Step 2	1,048.80	1,090.80	1,134.40
Step 3	1,101.80	1,145.90	1,191.70
Step 4	1,159.80	1,206.20	1,254.40

Dep.Chief Orthotist/Prosthetist ->5 employed			
Step 1	1,223.90	1,272.90	1,323.80
Step 2	1,267.90	1,318.60	1,371.30
Step 3	1,302.30	1,354.40	1,408.60
Chief Orthotist/Prosthetist - Grade 1 (1-5)			
Step 1	1,223.90	1,272.90	1,323.80
Step 2	1,267.90	1,318.60	1,371.30
Step 3	1,302.30	1,354.40	1,408.60
Chief Orthotist/Prosthetist - Grade 2 (6 or more)			
Step 1	1,375.60	1,430.60	1,487.80
Step 2	1,439.20	1,496.80	1,556.70

R. P. BOLAND *J.*

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(077)

SERIAL C4060**BUTTON MAKERS, (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4124 of 2005)

Before Mr Deputy President Sams

23 September 2005

REVIEWED AWARD

1. Delete subclause 4.7, of clause 4, Definitions, of the award published 21 February 2003 (338 I.G. 393), and insert in lieu thereof the following:
 - 4.7 "Union" means the Transport Workers' Union of New South Wales, an industrial organisations of employees, registered pursuant to the *Industrial Relations Act* 1996.
2. Delete clause 18A Note:, of clause 18A, Union Membership Fee Deduction.
3. Insert after subclause 53.2, of clause 53, Area, Incidence and Duration, the following new subclauses:
 - 53.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act*, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 23 September 2005.
 - 53.4 The Award published 21 February 2003 took effect from the beginning of the first pay period to commence on or after 8 July 2002. This award remains in force until varied or rescinded, the period for which it was made already having expired.

P. J. SAMS *D.P.*

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INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4146 of 2005)

Before The Honourable Mr Deputy President Harrison

26 October 2005

REVIEWED AWARD

1. Delete the word "trainee" of the award published 26 September 2003 (341 I.G. 569) wherever appearing in the award, and insert in lieu thereof the following:

"Trainee"
2. Delete the word "trainees" wherever appearing in the award, and insert in lieu thereof the following:

"Trainees"
3. Delete the word "traineeship" wherever appearing in the award, and insert in lieu thereof the following:

"Traineeship"
4. Delete the word "traineeships" wherever appearing in the award, and insert in lieu thereof the following:

"Traineeships"
5. Delete the words "relevant NSW" wherever appearing in the award, and insert in lieu thereof the following:

"Relevant NSW"
6. Delete the words "traineeship agreement or training agreement" in paragraph (iii) of subclause (j) of clause 7, Wages and insert in lieu thereof the following:

"Training Contract"
7. Delete in the example of paragraph (iii) of subclause (j) of the said clause 7 the amounts "\$181" and "\$66.68", and insert in lieu thereof the following:

So the wage rate in year 11 is:

$$\begin{array}{rcl} \$215 & \times & \frac{15 - 38}{30.4} = \\ & & \$79.21 \text{ plus any applicable penalty rates under the parent award} \end{array}$$
8. The changes made to the Award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (85 I.R. 38) take effect on and from 26 October 2005.

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

R. W. HARRISON *D.P.*

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BREAD VENDORS (TIP TOP BAKERIES - NEWCASTLE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4115 of 2005)

Before Mr Deputy President Sams

4 November 2005

REVIEWED AWARD

1. Delete the definition of "Award rate" appearing in clause 2, Definitions, of the award published 31 January 2003 (338 I.G. 99), and insert in lieu thereof the following:

"Award rate" means the amount payable to a Baking Employee Level 3 under the LHMU and Tip Top Bakeries (NSW) Enterprise Award 2004 made on 22 October 2004 by Commissioner Macdonald in IRC 5812 of 2004 or any successor to that Award.

2. Insert after the second paragraph of clause 28, Area Incidence and Duration, the following new paragraphs:

The changes made to the award pursuant to section 19(6) of the *Industrial Relations Act* 1996 and principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission on 28 April 1999 (310 I.G. 359) and take effect on 21 October 2005.

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

3. Delete Appendix E of the award, and insert in lieu thereof the following:

APPENDIX E

Schedule 5 - Vendor Discount and Reimbursement of Expenses

Item No.	Clause No.	Brief Description	
1	11.1	Vendor discount, from 1/11/04 vendor-held accounts - 20.97 cents per net sales unit. Note: Vendor discount shall increase by 4% operative 1/11/05 and 1/11/06. Vendor discount, from 1/11/04 company held accounts - 14.78 cents per net sales unit. Note: Vendor discount shall increase by 4% operative 1/11/05 and 1/11/06.	
2	13.1(a)	Vehicle Standing Charge	
		Year of Manufacture (as per compliance plate)	Per week (\$)
		2002	388
		2001	320
		2000	265
		1999	224
		1998	192
		1997	165
		1996 or earlier	122
3	13.1(b)	Vehicle Running Cost	
		.3682 cents per kilometre of the weekly distance travelled to perform the runs (based on fuel price of 87.9 cents per litre.)	
4	13.1(c)	Other fixed expenses - \$44.99 per week.	
5	13.2	Adjustment to Vehicle Expenses	

	<p>(a) The vehicle standing charge for each year of manufacture (effective from 1 February each year) is to be calculated annually by the NRMA based on a NPR 300 with a Pantech body of the specifications set out in Schedule 2, depreciated over 6 years.</p> <p>The earliest year shown immediately prior to the insertion of the new year rate will be deleted, and the year subsequent to that adjusted to the average of the 6th year rate standing charge for the succeeding 6 years.</p> <p>(Example: With the insertion of the 1994 standing charge, the 1987 or earlier rate will be deleted; the 1988 or earlier rate will then be the average of the 6th year rate for the years 1989, 1990, 1991, 1992, 1993 and 1994.)</p> <p>(b) The vehicle running cost is to be reviewed annually (effective 1 February each year) and will be based on calculations made by the NRMA for a NPR 300 with a Pantech body of the specifications set out in Schedule 2.</p>
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P. J. SAMS *D.P.*

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FIBRE CEMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4125 of 2005)

Before Mr Deputy President Sams

4 November 2005

REVIEWED AWARD

1. Delete subclause (ii) Payments and Timing, of clause 6, Wages, of the award published 8 November 2002 (336 I.G. 1086, and renumber existing subclauses accordingly.
2. Delete Table 1, 2, and 3 of Part B Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay****Day Workers**

(first pay period to commence on or after 1.7.05)	
Group	Rate Per Week
Group A	\$741.04
Group 1	\$732.55
Group 2	\$717.31
Group 3	\$711.75
Group 4	\$707.17

Table 2 - Rates of Pay**New Classification Structure**

The following Table set out below is the new classification structure. Rates represented are 38 hour rates.

Fibre Cement Process Teams	Fibre Cement Support Teams	(first pay period to commence on or after 1.7.05)
Team Member Level 15		
Completed Leadership or Management qualification to Diploma or equivalent and Process Competency Certificate 3	Completed Leadership or Management qualification to Diploma or equivalent and Agreed Training Plan	\$1019.20
Team Member Level 14		
Certificate IV in an acceptable Leadership or Management qualification or equivalent and Process Competency Certificate 3	Certificate IV in an acceptable Leadership or Management qualification or equivalent and Agreed Training Plan	\$979.95
Team Member Level 13		
Metals C 7 and Process Competency Certificate 3	Metals C 6 and Agreed Training Plan	\$960.45
Team Member Level 12		
Metals C 8 and	Metals C 7 and	\$946.91

Process Competency Certificate 3	Agreed Training Plan	
Team Member Level 11		
Metals C 9 and Process Competency Certificate 3	Metals C 8 and Agreed Training Plan	\$927.59
Team Member Level 10		
Metals C 10 and Process Competency Certificate 2	Metals C9 and Agreed Training Plan	\$894.90
Team Member Level 9		
Metals C 10 or Process and Competency in training for Certificate 3 and Process Competency Nominated NM&E Certificate 2 Competencies	Metals C 10 and Agreed Training Plan	\$842.57
Team Member Level 8		
Process Competency Certificate 3 COMPLETE		\$779.14
Team Member Level 7		
Process Competency Certificate 2 plus NOMINATED UNITS from Cert. 3		\$766.04
Team Member Level 6		
Process Competency Certificate 2 plus NOMINATED UNITS from Cert. 3		\$752.97
Team Member Level 5		
Process Competency Certificate 2 COMPLETE		\$734.59
Team Member Level 4		
Process Competency Certificate 1 plus NOMINATED UNITS from Cert. 2		\$733.34
Team Member Level 3		
Process Competency Certificate 1 plus NOMINATED UNITS from Cert. 2		\$726.80
Team Member Level 2		
Process Competency Certificate 1 COMPLETE		\$720.27
Team Member Level 1		
In training for Process Competency Certificate 1		\$707.17

"Process Competency" means National Manufactured Mineral Products Competency Standards, National Transport and Distribution Competency Standards or Metal & Engineering Competency Standards

Table 3 - Other Rates And Allowances

Item No	Clause	Brief Description	Amount FFPP 1.7.05
1	6(i)(c)	Industry loading	\$26.12 per week
2	6(i)(d)	Skills allowance	\$4.46 per week
3	6(iv)(a)	Leading Hand Category I- current structure only	\$66.72 per week
4	6(iv)(b)	Leading Hand Category II - current structure only	\$50.01 per week
6	6(v)(v)	First aid attendant	\$4.08 per day and/or shift
7	7(i)	Afternoon shift, work	\$26.16 per shift
8	7(i)	Night shift, work	\$29.90 per shift
9	7(ii)	Afternoon shift, non-rotating	\$32.44 per shift
10	7(ii)	Night Shift, non-rotating	\$44.84 per shift
11	10(v)	Overtime meal allowance (one hour or more) - 1 st meal	\$8.59
12	10(v)	Meal allowance - for each subsequent meal	\$7.47

13	10(v)	Intention to work overtime	\$8.54
14	6(v)(ii)	Higher Duties Allowance	\$90.62

3. Delete clause 26 Area Incidence and Duration, and insert in lieu thereof the following:

26. Area, Incidence and Duration

- (i) This award rescinds and replaces the Fibre Cement (State) Award published 9 February 2001 (322 IG 127), as varied.
- (ii) It shall apply to all persons employed in the classifications set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, and Table 2 - Rates of Pay, employed by James Hardie Australia Pty Limited, 10 Colquhoun Street, Rosehill.
- (iii) The changes made to the award pursuant to section 19(6) of the *Industrial Relations Act* 1996 and principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission on 28 April 1999 (310 I.G. 359) and take effect on 4 November 2005.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

HUNTER WATER AUSTRALIA (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4150 of 2005)

Before The Honourable Mr Deputy President Harrison

24 November 2005

REVIEWED AWARD

1. Delete clause 4, Area Incidence and Duration, of the award published 11 July 2003 (340 I.G. 362) and insert in lieu thereof the following:

4. Area, Incidence and Duration

- 4.1 This award shall be binding on Hunter Water Australia in respect to all of its employees covered under this award, and the Union.
- 4.2 The award sets out all the terms and conditions of employees covered by this award and shall rescind and replace any industrial agreements, applying to the parties to this award, that were entered into before the coming into force of this award; it shall also prevail over other state awards that would otherwise apply including: the Clerical and Administrative Employees (State) Award, published 14 February 1997 (296 I.G. 619); and the Draughtsmen, Planners, published 21 September 2001 (327 I.G. 1058); Technical Officers, &c. (State) Award; Surveyors Field Hand (State) Award, published 23 November 2001 (329 I.G. 889); and Professional Engineers and Professional Scientists (Private Industry) (State) Award, published 18 August 2000 (317 I.G. 1030).
- 4.3 The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (85 IR 38) take effect on and from 24 November 2005. This award remains in force until varied or rescinded, the period for which it was made having already expired.

2. Insert after subclause 15.9 of clause 15 Overtime, the following new subclause:

15.10

- 15.10.1 Subject to clause 15.10.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 15.10.2 an employer may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 15.10.3 for the purposes of clause 15.10.2 what is unreasonable or otherwise will be determined having regard to:
 - 15.10.3.1 any risk to employee health and safety;
 - 15.10.3.2 the employee's personal circumstances including any family and carer responsibilities;
 - 15.10.3.3 the needs of the workplace or enterprise;
 - 15.10.3.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - 15.10.3.5 any other relevant matter.

3. Delete the reference "*Annual Holidays Act 1994*" in subclause 26.4 of clause 26, Personal/Carer's Leave, and insert in lieu thereof the following:

"Annual Holidays Act 1944"

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

**GENERAL CONSTRUCTION AND MAINTENANCE, CIVIL AND
MECHANICAL ENGINEERING, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Zoological Parks Board of New South Wales.

(No. IRC 812 of 2006)

Before Mr Deputy President Sams

3 March 2006

VARIATION

1. Insert after the words "The Council of the City of Newcastle" in Annexure A - Labourers, Railway and Road Construction, &C., (State) Conciliation Committee, of the award published 24 March 2006 (358 I.G. 449), the following:

"the Zoological Parks Board of New South Wales"
2. This variation shall take effect from the first full pay period to commence on or after 3 March 2006.

P. J. SAMSD.P.

Printed by the authority of the Industrial Registrar.

MECHANICAL OPTICIANS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 967 of 2006)

Before Commissioner Tabbaa

24 March 2006

VARIATION

1. Delete subclause (v) of clause 4, Wages, of the award published 2 March 2001 (322 I.G. 796), as varied, and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2002, 2003, 2004, 2005 . These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991, other than Safety Net, State Wage Case and minimum rates adjustments.
2. Delete Schedule A - Rates of Pay and Allowances, and insert in lieu thereof the following:

SCHEDULE A

Rates of Pay and Allowances

PART 1

Rates of Pay

Optical Worker	Current Rate \$	2002 SWC Effect. 24/3/06 \$	2003 SWC effect. 24/6/06 \$	2004 SWC effect. 24/9/06 \$	2005 SWC effect. 24/12/06 \$
		18.00	17.00	19.00	17.00
1	424.80	442.80	459.80	478.80	495.80
2	443.30	461.30	478.30	497.30	514.30
3	476.40	494.40	511.40	530.40	547.40
4	484.40	502.40	519.40	538.40	555.40

Optical Mechanic	Current Rate \$	2002 SWC effect. effect. 24/3/06 \$	2003 SWC effect. 24/6/06 \$	2004 SWC effect. 24/9/06 \$	2005 SWC effect. 24/12/06 \$
		18.00	17.00	19.00	17.00
1	532.80	550.80	567.80	586.80	603.80
2	548.20	566.20	583.20	602.20	619.20
3	560.60	578.60	595.60	614.50	631.60

Un-Apprenticed Juniors	Percentage of Optical Worker 2 %
------------------------	-------------------------------------

16 years and under	34
17 years	43.5
18 years	55
19 years	68
20 years	81

APPRENTICE % of Optical Mechanic 1	Old Rate Per Week \$	2002 SWC effect.24/3/06 \$	2003 SWC effect.24/06/06 \$	2004 SWC effect.24/9/06 \$	2005 SWC effect.24/12/06 \$
		550.80	567.80	586.80	603.80
1 st year 42%	213.60	231.35	238.50	246.45	253.60
2 nd year 55%	311.65	311.65	312.30	322.75	332.10
3 rd year 75%	412.20	413.10	425.85	440.10	452.85
4 th year 88%	465.15	484.70	499.65	516.40	531.35

PART 2**ALLOWANCES**

Clause No.	Clause Title	Description	Previous Amount \$	2002 SWC effect. 24/3/06 3.5% \$	2003 SWC effect. 24/6/06 3.2% \$	2004 SCW effect. 24/9/06 3.5% \$	2005 SWC effect. 24/12/06 3% \$
4(iii)	Wages - Charge Hands	Not Less than 2 employees and not more than 10 employees More than 10 employees but not more than 20 employees In charge of more than 20 employees	17.90 26.80 34.20	18.50 27.75 35.40	19.10 28.65 36.55	19.75 29.65 37.80	20.35 30.55 38.95
9(ii)	Overtime	Meal Allowance	8.50	8.80	9.10	9.40	9.70
24(ix)	General Conditions	First Aid Allowance	7.40	7.65	7.90	8.15	8.40

3. This variation shall take effect from the first full pay period to commence on or after 24 March 2006

I. TABBAA, Commissioner.

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NESTLE SMITHTOWN ENTERPRISE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Nestle Australia Ltd.

(No. IRC 4510 of 2005)

Before The Honourable Mr Deputy President Harrison

9 September 2005

VARIATION

1. Delete subclause 26.3, of clause 26, Payment of Wages, of the award published 22 April 2005 (350 I.G. 412), and insert in lieu thereof the following:

26.3 Pay Period**(a) Daywork Employees**

Unless otherwise agreed at the site, the weekly payment of wages will occur on Tuesday of each working week. Payment will be for the hours worked between Monday to Sunday of the previous week.

(b) Shiftwork Employees

Unless otherwise agreed at the site, the weekly payment of wages will occur on Tuesday of each working week. Payment will be for the hours worked between Monday to Sunday of the previous week.

2. Insert after subclause 31.5, of clause 31, Superannuation, the following new subclause:

31.6 Salary Sacrifice

31.6.1 An employee may request that their pre-tax rate of pay be reduced by the amount which they elect in writing to sacrifice each pay period. This will enable the company to make a superannuation contribution equal to this amount for the benefit of the employee to their superannuation fund (either the Meat Industry Employees Superannuation Fund or the Nestlé administered fund, NAGSF). This reduction in pay for superannuation purposes will be known as a "salary sacrifice" arrangement. This contribution will be treated as an employer contribution and taxed accordingly.

31.6.2 Employees may review their salary sacrifice arrangements consistent with rules of the fund into which these salary sacrifice contributions will be paid. It is recommended that employees seek financial advice before electing to salary sacrifice Superannuation contributions.

31.6.3 Payments, including Annual leave loading, redundancy, paid out entitlements, overtime and any allowances, which are calculated using a wage rate, are based on the pre-salary sacrifice rate of pay.

3. This variations shall take effect on or from 9 September 2005.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

MOTOR VEHICLE SALESPERSON (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete Items 2, 3, 4, 5, 6 and 7 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates of the award published 3 November 2000 (319 I.G. 1092), and insert in lieu thereof the following:

2	11(v)(a)	Meals (Showrooms, Car Yards, etc.)	11.30
3	11(v)(b)	Meals (Royal Easter Show etc.)	11.30
4	12(ii)(a)	Vehicle Allowance - Up to 20 h.p.	151.20, plus 15 cents per km
5	12(ii)(b)	Vehicle Allowance - Over 20 h.p.	168.20, plus 23 cents per km
6	12(iii)	Vehicle Allowance - (casual) - up to 20 h.p.	Min 59 cents per km
7	12(iii)	Vehicle Allowance - (casual) - over 20 h.p.	Min 59 cents per km

2. This variation shall take effect on and from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete Items 3, 4, 7, 17, 18 & 19 of Table 2 - Other Rates and Allowances, of the award published 18 May 2001 (324 I.G. 935), and insert in lieu thereof the following:

3	6(i) (b),(c) 36(i)(d) 36(ii)(a)	Meal Allowances	10.80
4	6(ii) 16(vii)	Breakfast Allowance	5.80
7	25(i)	Laundering Allowance (if any article requires ironing): - Full-time employee - Part-time and casual employee - Maximum payment Laundering allowance (if non of the articles require ironing): - Full-time employee - Part-time and casual employee - Maximum payment	8.80 per week 3.00 per shift 8.80 per week 5.30 per week 1.80 per shift 5.30 per week
17	35(iv)	Bicycle Allowance Motorcycle Allowance	10.70 per week 32.00 per week
18	35(iv)	Motor Car Allowance: - car up to and including 2000cc - car over 2000cc allowance per kilometre travelled	111.70 per week 133.10 per week 0.33 per km
19	35(iv)	Allowance for kilometre travelled: - car under and including 2000cc - car over 2000cc	0.51 per km 0.55 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.606 per km

2. This variation shall take effect from the first full pay period to commence on or after 20 February 2006.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

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SERIAL C4381

RETAIL SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete items 3, 4, 7, 17, 18 and 19, of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:

3	6(i) (b),(c) 36(i)(d) 36(ii)(a)	Meal Allowances	10.80
4	6(ii) 16(vii)	Breakfast Allowance	5.80
7	25(i)	Laundering Allowance (if any article requires ironing): - Full-time employee - Part-time and casual employee - Maximum payment Laundering allowance (if non of the articles require ironing): - Full-time employee - Part-time and casual employee - Maximum payment	8.80 per week 3.00 per shift 8.80 per week 5.30 per week 1.80 per shift 5.30 per week
17	35(iv)	Bicycle Allowance Motorcycle Allowance	10.70 per week 32.00 per week
18	35(iv)	Motor Car Allowance: - car up to and including 2000cc - car over 2000cc - allowance per kilometre travelled	111.70 per week 133.10 per week 0.33 per km
19	35(iv)	Allowance for kilometre travelled: - car under and including 2000cc - car over 2000cc	0.51 per km 0.55 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.606 per km

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete Items 1 and 3, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 31 August 2001 (327 I.G. 368), and insert in lieu thereof the following:

1	3(iii)	Meal Allowance	10.80
3	25(ii)	Laundering Allowance: - Full-time employee - Part-time and casual employee - Maximum payment Laundering allowance for articles which do not require ironing: - Full-time employee - Part-time and casual employee - Maximum payment	8.80 per week 3.00 per shift 8.80 per week 5.30 per week 1.80 per shift 5.30 per week

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

UNIVERSITY UNIONS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete items 1 and 3, of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, of the award published 22 August 2003 (341 I.G. 100), and insert in lieu thereof the following:

1	9.1	Meal Allowance	10.80
3	25.1	Laundry Allowance:	
		Special clothing requiring ironing	3.00 per day to a maximum of 8.90 per week
		Special clothing not requiring ironing	1.80 per day to a maximum of 5.30 per week

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

WAREHOUSE EMPLOYEES' - GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete Items 3, 5 and 6 of Table 2 - Other Rates and Allowances of Part B Monetary Rates, of the award published 23 November 2001 (329 I.G. 860), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	10	Meal Allowance	10.80
5	26(i)	Laundry Allowance - Ironing required	8.80
6	26(i)	Laundry Allowance - Ironing not required	5.30
7	27	Use of employee vehicle	0.55 per km

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

WAREHOUSE EMPLOYEES DRUG (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete Item 3 of Table 2 - Other Rates and Allowances of Part B Monetary Rates, of the award published 25 May 2001 (324 I.G. 1181), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	11	Meal Allowance	10.80

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

DRUG FACTORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete the Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 1 June 2001 (325 I.G. 1), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
7	17	Meal Allowance - required to work overtime in excess of 1 ½ hours after finishing time.	10.80

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates of the award published 3 August 2001 (326 I.G. 684), insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	15	Meal Allowance	10.80

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete Items 3 and 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates of the award published 31 August 2001 (327 I.G. 428) and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
3	16	Meal Allowance	10.80
4	34	Uniform Allowance	4.80

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

WHOLESALE FRUIT AND VEGETABLE EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part B - Monetary Rates, of the award published 8 September 2000 (318 I.G. 552) and insert in lieu thereof the following:

Table. 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4	Meal Allowance - Commencing work before regular time or working after 5pm	11.00

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

MANNEQUINS AND MODELS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete Item 3 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates, of the award published 9 February 2001 (322 I.G. 172), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	11(i)	Travelling allowance when required to report direct to location site.	7.04
		Travelling allowance when work more than 40 kilometres from employer's main place of business.	7.04
		Travelling allowance when suitable transport supplied.	7.04

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

AGRICULTURAL, PASTORAL OR HORTICULTURAL SOCIETY'S SHOW (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete clause 5, Meal Allowance of the award published 27 October 2000 (319 I.G. 838) and insert in lieu thereof the following:

5. Meal Allowance

A meal allowance shall be paid to each employee who works more than nine hours, finishing after 6.00pm.

The amount of such meal allowance shall be that prescribed by Item 3 of Table 2 - Other Rates and Allowances, Part B, Monetary Rates, of the Shop Employees (State) Award (2006 rate: \$10.80).

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

COMMUNITY PHARMACY (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete Items 1, 2, 4 and 5 from Table 2 - Other Rates and Allowances of Part B - Monetary Rates of the award published 21 December 2001 (330 I.G. 597) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	15.1	Garment Allowance	1.70 per day
2	15.2	Vehicle Allowance Engine Capacity Up to 1600 cc 1601 to 2600 cc over 2600 cc	54.2 cents per km 61.6 cents per km 63.9 cents per km
4	22.3	Meal Allowance	11.70
5	35.2	Meal Allowance (Schools and Courses)	11.70

2. Effective on and from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

PHARMACY ASSISTANTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 and 443 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete Items 1, 2, 3 and 4 from Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, of the award published 13 October 2000 (319 I.G. 285) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	14 (ii)	Meal Allowance (Schools and Courses)	10.80 per day
2	8 (v)	Meal Allowance	10.80 per day
3	33	Laundering of uniforms	5.30 per week
4	33	Laundering of uniforms (non-nylon)	8.80 per week

2. Effective on and from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

VAN SALES EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete Item Numbers 2, 3, 4 & 5 from Table 2 - Other Rates and Allowances of Part B - Monetary Rates and insert in lieu thereof.

Item No.	Clause No.	Brief Description	Amount \$
2	18(i)	Meal Allowance	10.80
3	44(i)	Laundering Allowance - non nylon articles	8.80
4	44(i)	Laundering Allowance - nylon articles	5.30
5	18(ii)	Meal Allowance for working Trade Fairs etc on Sundays and Public Holidays	10.80

2. This variation shall take effect from the first full pay period commencing on or after 20 February 2006.

M. SCHMIDT J.

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VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 319 of 2006)

Before The Honourable Justice Schmidt

20 February 2006

VARIATION

1. Delete items 11, 12 and 13 of Table 7 - Allowances, of Part B Monetary Rates, of the award published 22 November 2002 (337 I.G. 65), and insert in lieu thereof the following:

11	18(j)(i)	Meal Allowance - first and each subsequent meal	10.80 per meal
12	27(a)(iv)	Travelling time - vehicle allowance	0.58 per km
13	27(d)(i)	Travelling expense - meal allowance	10.80 per meal

2. This variation shall take effect from the first full pay period to commence on or after 20 February 2006.

M. SCHMIDT *J.*

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BORAL DUNMORE QUARRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Boral Construction Materials Group Ltd.

(No. IRC 5672 of 2005)

Before Mr Deputy President Grayson

11 November 2005

VARIATION

1. Insert in numerical order in clause 1.1, Arrangement, of the award published 9 July 2004 (345 I.G. 236), the following new clause number and subject matter:

3.7 'Wages Sacrifice' in Return for Increased Employer
Funded Superannuation

2. Insert at the end of the said clause 1.1, the following:

Schedule A - Wages Sacrifice Election Form

3. Delete subclause (1), of clause 3.1, Classifications and Wages, and insert in lieu thereof the following:

- (1) Subject to clause 3.6, Transition and Progression, and clause 3.7, 'Wages Sacrifice' in Return for Increased Employer Funded Superannuation, employees covered by this award shall be classified into one of the levels set out below:

4. Insert after clause 3.6, Transition and Progression, the following new clause:

3.7. 'Wages Sacrifice' in Return for Increased Employer Funded Superannuation

- (1) A permanent employee may elect to forgo receiving part of their weekly ordinary time rate of pay in return for increased employer funded superannuation by completing the election form set out in Schedule A of this award.
- (2) Having made a wages sacrifice election in accordance with this clause an employee shall have their weekly ordinary time rate of pay reduced by the relevant elected amount except when:
 - (a) overtime is worked in which case the relevant pre election weekly ordinary time rate of pay shall apply for the purposes of calculating the payment for overtime;
 - (b) calculating allowances arising from clause 4.3(5), in which case the relevant pre election weekly ordinary time rate of pay shall apply for the purposes of calculating the said allowances;
 - (c) calculating annual leave loading, in which case the relevant pre election weekly ordinary time rate of pay shall apply for the purposes of calculating the said allowances;
 - (d) calculating payments upon termination of employment (pay in lieu of notice, accrued annual and long service leave entitlements and redundancy pay) in which case the relevant pre election weekly ordinary time rate of pay shall apply for the purposes of calculating the payment those payment upon termination; or
 - (e) calculating an employee's minimum statutory Superannuation Guarantee contribution, in which case the relevant pre election weekly ordinary time rate of pay shall apply for the purposes of calculating the said contribution.

- (3) If an employee has made an election in accordance with this clause Boral shall provide the employee with employer funded superannuation contributions in the amount elected in addition to any statutory contributions.
- (4) Having made an election in accordance with this clause an employee may cease or vary their election by completing a further election form as set out in Schedule 2 of this award to have prospective effect on and only on 1 January or 1 July each year.
- (5) Despite anything else in this clause, if an employee makes an election in accordance with this clause:
- (a) should any laws governing taxation or superannuation change at any time so as to impose any additional cost or tax upon Boral than those applicable at the commencement of the operation of this clause then Boral may serve a notice upon the employee of their intention to cease the wages sacrifice for the employee and upon the first full pay period to commence on or after the service of the notice the employee's wages sacrifice election shall cease to operate;
 - (b) the employee enters a period of leave without pay the employee's wages sacrifice election shall be suspended for the period of such leave;
 - (c) during any period when the employee is injured or incapacitated and in receipt of workers' compensation payments, Boral will continue to provide the employee with employer funded superannuation contributions in the amount elected while the employee is still employed by Boral, up to a maximum of 26 weeks within any continuous period of 52 weeks from the date of the employee's injury or incapacitation; or
 - (d) the employee must not make a sacrifice election of a percentage that when added to the minimum Superannuation Guarantee Contribution exceeds the age-based contribution limit provided for by sections 82AAC to 82AAF of the *Income Tax Assessment Act 1946* (Cth).
5. Insert after Table 2 - Other Rates and Allowances, the following Schedule A:

SCHEDULE A

'Wages Sacrifice' Election Form

Pursuant to clause 3.7 of the Boral Dunmore Quarry (State) Award an employee may elect to forgo part of their weekly ordinary time rate of pay in return for increased employer funded superannuation to an equivalent amount.

Having taken my own independent financial and taxation advice on the matter, I [insert employee name] classified on Level [insert level] elect in accordance with clause 3.7 of the Boral Dunmore Quarry (State) Award to forgo the amount circled in the table below for increased employer funded superannuation contributions equal to this amount.

On and from 1 April 2005

Classification	No Election \$	1% Election \$	3% Election \$	5% Election \$	7% Election \$	10% Election \$	15% Election \$	20% Election \$
Operator 1	674.11	6.74	20.22	33.71	47.19	67.41	101.12	134.82
Operator 2	752.22	7.52	22.57	37.61	52.66	75.22	112.83	150.44
Operator 3	780.60	7.81	23.42	39.03	54.64	78.06	117.09	156.12
Operator 4	801.79	8.02	24.05	40.09	56.13	80.18	120.27	160.36
Operator 5	823.16	8.23	24.69	41.16	57.62	82.32	123.47	164.63
Operator 6	851.48	8.51	25.54	42.57	59.60	85.15	127.72	170.30
Trades 1	815.95	8.16	24.48	40.80	57.12	81.60	122.39	163.19
Trades 2	886.90	8.87	26.61	44.35	62.08	88.69	133.04	177.38

Trades 3	915.22	9.15	27.46	45.76	64.07	91.52	137.28	183.04
Trades 4	936.60	9.37	28.10	46.83	65.56	93.66	140.49	187.32
Trades 5	957.97	9.58	28.74	47.90	67.06	95.80	143.70	191.59

On and from 1 April 2006

Classification	No Election \$	1% Election \$	3% Election \$	5% Election \$	7% Election \$	10% Election \$	15% Election \$	20% Election \$
Operator 1	701.08	7.01	21.03	35.05	49.08	70.11	105.16	140.22
Operator 2	782.31	7.82	23.47	39.12	54.76	78.23	117.35	156.46
Operator 3	811.83	8.12	24.35	40.59	56.83	81.18	121.77	162.37
Operator 4	833.86	8.34	25.02	41.69	58.37	83.39	125.08	166.77
Operator 5	856.09	8.56	25.68	42.80	59.93	85.61	128.41	171.22
Operator 6	885.54	8.86	26.57	44.28	61.99	88.55	132.83	177.11
Trades 1	848.58	8.49	25.46	42.43	59.40	84.86	127.29	169.72
Trades 2	922.37	9.22	27.67	46.12	64.57	92.24	138.36	184.47
Trades 3	951.83	9.52	28.55	47.59	66.63	95.18	142.77	190.37
Trades 4	974.06	9.74	29.22	48.70	68.18	97.41	146.11	194.81
Trades 5	996.29	9.96	29.89	49.81	69.74	99.63	149.44	199.26

In making this election, the elected percentage when added to the minimum Superannuation Guarantee Contribution does not exceed the age-based contribution limit provided for by sections 82AAC to 82AAF of the *Income Tax Assessment Act 1946* (Cth).

Notation:

For the 2004/2005 tax year these were:

Under 35 Years of age	35 to 49 Years of age	Over 50 Years of age
\$13,934	\$38,702	\$95,980

Signed by [insert employee name]

Confirmed by Boral [insert name]

Date

6. This variation shall operate on and from 9 November 2005.

J. P. GRAYSON *D.P.*

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NSW PORT CORPORATIONS AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Ports Corporation.

(No. IRC 4312 of 2005)

Before The Honourable Justice Marks

1 September 2005

VARIATION

1. Delete Part B - Wage Rates, of the award published 2 September 2005 (353 I.G. 561), and insert in lieu thereof the following:

PART B**Wage Rates**

An adult employee of a classification specified in the table hereunder (other than an Apprentice or Trainee) shall not be paid less than the total rate per week assigned to the classification in which the employee is working.

Position	Total Rate pa \$	Total Rate pw \$	Minimum Rate pw \$	Residual pw \$	Disability & Travel Allowance \$	Annual Leave Loading pw \$
Marine Officer Award Level 1	24715	473.66	467.40	00	-	6.26
Marine Officer Award Level 2	28706	550.14	506.60	00	36.27	7.27
Marine Officer Award Level 3	34632	663.73	561.20	52.28	41.47	8.78
Marine Officer Award Level 4	39040	748.21	684.40	00	53.92	9.89
Marine Officer Award Level 5	43889	841.13	767.80	00	62.21	11.12
Marine Officer Award Level 6	50954	976.54	889	00	74.63	12.91
Marine Officer Award Level 7	54683	1048	1014.10	20.04	-	13.86
Marine Officer Award Level 8	62449	1196.83	1181	00	-	15.83
Marine Officer Award Level 9	69125	1324.77	1277	30.13	-	17.64
Marine Officer Award Level 10	77695	1489.02	1420	49.33	-	19.69

Shiftworker Classification	Minimum Allowance Per Annum or (\$)	Minimum Allowance Per Week (divided by 365.25 x 7)
Sydney Ports Corporation		
Port Officer Entry	17394	333.36
Port Officer Level 1	17394	333.36

Port Officer Level 2	19423	372.24
Communications/Marine Supervisor	20552	393.87
Newcastle Port Corporation		
Port Officer	17336	332.25
Port Services Officer and Master/Engineer	19895	381.28
RDO relief	18081	346.52
VTIC Officer	18968	363.53
Port Kembla Port Corporation		
Port Officer - Entry	17420	333.85
Port Officer	17420	333.85
Ship Port Officer	19991	383.12
VTIC Operator	17811	341.35
First Aid Allowance	Minimum Rate pa	Minimum Weekly Rate
	\$	\$
Appointed First Aid Officer	549	10.53

2. This variation shall take effect from the first full pay period to commence on or after 1 September 2005.

F. MARKS *J.*

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(1402)

SERIAL C4220

LUNA PARK SERVICES PTY LTD (ACN: 107 258 524) ENTERPRISE AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Luna Park Services Pty Ltd.

(No. IRC 6041 of 2005)

Before The Honourable Justice Haylen

2 December 2005

VARIATION

1. Delete Part B, Monetary Rates of the award published 10 June 2005 (351 I.G. 719) and insert in lieu thereof the following:

PART B**MONETARY HOURLY RATES****TABLE 1 (Rates Applicable from the first pay period beginning on or after 1st March 2006)**

Level	Ordinary Rate \$	Weekly Loaded Rate \$	Casual Rate \$	Core Casual Rate \$
1	12.40	13.60	15.50	N/A
2	13.00	14.30	16.30	17.20
3	14.40	15.80	18.00	19.10
4	17.60	19.40	22.00	23.30
5	19.80	21.80	*N/A	N/A

TABLE 2 (Rates Applicable from the first pay period beginning on or after 1st March 2006)**JUNIOR HOURLY RATES**

Age	Weekly Loaded Rate \$	Casual Rate \$
16 years and under	7.50	8.50
17 years	8.80	10.10
18 years	10.20	11.60
19 and 20 years	As appropriate	As appropriate

* Not applicable

2. This variation shall take effect from the first full pay period commencing on or after 1 March 2006.

W. R. HAYLEN J.

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(748)

SERIAL C4447

ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 6261 of 2005)

Before Mr Deputy President Sams

8 December 2005

VARIATION

1. Delete the title of clause 5, Conditions of Progression, in the Arrangement, of the award published 18 March 2005 (349 IG 265), and insert in lieu thereof the following:

5. Conditions of Progression (Horticulturalists)

2. Delete clause 4, Classifications and Rates of Pay, and insert in lieu thereof the following:

4. Classifications and Rates of Pay

- 4.1 The minimum rates of pay for all classifications covered by the award are set out Part B Monetary Rates, Table 1 - Rates of Pay.

- 4.2 The grading requirements for horticulturalists are as follows:

- (a) Garden Labourer - performs basic tasks associated with horticulture and works under limited supervision.
- (b) Horticulture Labourer - undertaking TAFE certification or equivalent in horticultural trade.
- (c) Horticulturalist Level 1 - has completed recognised Trade/Horticultural Certificate or equivalent experience and has limited supervisory experience.
- (d) Horticulturalist Level 2 - has well developed zoo horticultural experience in areas such as bush regeneration, landscaping, nursery and maintenance.
- (e) Horticultural Technician - proven managerial experience and communicates technical data and information; may also have higher qualification.
- (f) Senior Horticultural Technician - has proven research skills and horticultural experience with at least 3 years experience in zoological horticulture or demonstrated experience in public park management, exhibit design and maintenance.

- 4.3 The appointment/progression requirements for keeping grades are as follows.

- (a) Trainee Keeper Level 1
 - (i) No paid animal related industry experience required.
 - (ii) Undertakes Trainee Skills Assessment Workbook.
 - (iii) Works under direct supervision.

- (b) Trainee Keeper Level 2
 - (i) At least 1 year of paid animal husbandry related industry experience
 - (ii) Existing employees must have demonstrated satisfactory progress in completing Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under direct supervision.
- (c) Trainee Keeper Level 3
 - (i) At least 2 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under minimum supervision.
- (d) Trainee Keeper Level 4
 - (i) At least 3 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under limited supervision.
- (e) Keeper Level 1
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 4 years paid animal husbandry related industry experience.
 - (iii) Existing employees must have satisfactorily completed the Trainee Skills Assessment Workbook.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Undertake Keeper Skills Assessment Workbook.
- (f) Keeper Level 2
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 5 years paid animal husbandry related industry experience of which at least one year has been within a zoo which participates in coordinated national/international

- breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook
- (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (g) Keeper Level 3
- (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 6 years paid animal husbandry related industry experience of which at least two years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (h) Keeper Level 4
- (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 7 years paid animal husbandry related industry experience of which at least three years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (i) Senior Keeper Level 1
- (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 8 years paid animal related husbandry industry experience, of which at least four years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) High level of skill in species management e.g. be able to work on regional stud books (training by ARAZPA or equivalent or having an approved mentor on site); or have a very high level of animal management skills.
 - (iv) Existing employees must have satisfactorily completed the Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (v) Existing employees must be satisfactory in general competencies.

- (j) Senior Keeper Level 2
 - (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 9 years paid animal related husbandry industry experience, of which at least five years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Develop contributions in an area of specialisation or have a very high level of animal management skills and be able to undertake international stud bookkeeping.
 - (iv) Existing employees must have successfully completed a substantial ZPB project approved by three Life Sciences Managers and endorsed by the Manager Operations or General Manager Life Sciences. New employees must demonstrate a similar achievement. Senior Keepers Level 2 should always be undertaking an approved project once classified at Level 2.
 - (v) Existing employees must have satisfactorily completed the Senior Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (vi) Existing employees must be satisfactory in general competencies.
 - (k) Keeper Grade 4 Level 2 (Specialist) (only available to employees employed permanently as a Keeper on 8 December 2005.).
 - (i) Minimum of 3 years' experience as Divisional Supervisor and,
 - (ii) Possession of a tertiary qualification or extensive management training or works with outside agencies; and is a qualified technician.
 - (l) Keeping Unit Supervisor
 - (i) Appointment by merit based selection.
 - (ii) Possession of the Certificate III in Captive Animals or equivalent
 - (iii) Demonstrated experience and expertise relevant to the position.
 - (iv) Demonstrated supervisory skills
- 4.4 Relevant experience, skills, qualifications and study undertaken will be taken into account in determining the grade and level to which a temporary or permanent keeping employee will be appointed.
- 4.5 A keeping employee, except a casual employee, will progress through the classifications of Trainee Keeper, Keeper and Senior Keeper depending on acquisition of qualifications, skills and experience as set out in the appointment/progression requirements.
- 4.6 A Casual keeping employee will be paid one of the following rates depending on qualifications:
- (a) An employee who does not possess a Certificate III in Captive Animals (or equivalent) will be paid at Trainee Keeper Level 1.
 - (b) An employee who possesses the qualifications and experience to be appointed as a Keeper will be paid at Keeper Level 1, unless a higher level of responsibility is required, in which case an employee will be paid at the level of the work they are required to perform.

- 4.7 A casual keeping employee will not progress within the Trainee Keeper or Keeper grades.
- 4.8 Appointment to the positions of Unit Supervisor will be through merit-based selection.
- 4.9 A higher duties allowance will be paid to keeping employees who temporarily relieve as a Keeping Unit Supervisor for a period of 5 consecutive working days or more. The allowance is the difference between the base salary of the relevant Keeping Unit Supervisor Grade and the substantive salary of the relieving employee. If only a proportion of the duties of the higher graded position are required to be performed by the relieving employee, the allowance will be paid on a pro rata basis. The allowance will not be paid on any leave taken by the relieving employee during the period of relief except when the employee has been relieving in the position for more than 12 months.
- 4.10 Before an employee commences relief as a Keeping Unit Supervisor, the relevant manager will discuss with them the duties they will be required to perform, the criteria for determining the proportion of the allowance to be paid to them and the delegated responsibilities they will be expected to exercise during the relief period.
3. Delete clause 5, Conditions of Progression, and insert in lieu thereof the following:

5. Conditions of Progression (Horticulturalists)

- 5.1 Conditions of progression for gardeners will be developed and agreed between the parties, such progression to be based on the recognition of skills attained.
4. Insert a new subclause 6.5 in clause 6, Training Competency.
- 6.5 The ZPB will support the progression of permanent staff through their classification streams by the provision of training, mentoring and support as appropriate.
5. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classifications	Effective from first pay period commencing on or after 1 July 2003 \$	Effective from first pay period commencing on or after 1 July 2004. \$	Effective from first pay period commencing on or after 1 July 2005. \$	Effective from first pay period commencing on or after 1 Jan 2006	Effective from first pay period commencing on or after 1 July 2006 \$
Clerks					
General Scale -					
1 st year (up to 18 years)	23,126	24,051	25,013		26,014
2 nd year (or 20 years)	27,971	29,090	30,254		31,464
3 rd year (or 21 years)	30,146	31,352	32,606		33,910
4 th year	30,969	32,208	33,496		34,836
5 th year	32,279	33,570	34,913		36,310
6 th year	32,865	34,180	35,547		36,969
7 th year	33,680	35,027	36,428		37,885
8 th year	34,925	36,322	37,775		39,286
9 th year	36,190	37,638	39,144		40,710
10 th year	37,528	39,029	40,590		42,214
At 19 years + (HSC)	26,205	27,253	28,343		29,477

Grade 1 - 1st year	39,394	40,970	42,609		44,313
2 nd year	40,759	42,389	44,085		45,848
Grade 2 - 1st year	41,895	43,571	45,314		47,127
2 nd year	43,044	44,766	46,557		48,419
Grade 3 - 1 st year	44,265	46,036	47,877		49,792
2 nd year	45,598	47,422	49,319		51,292
Grade 4 - 1 st year	47,023	48,904	50,860		52,894
2 nd year	48,468	50,407	52,423		54,520
Grade 5 - 1 st year	52,252	54,342	56,516		58,777
2 nd year	53,901	56,057	58,299		60,631
Grade 6 - 1 st year	56,013	58,254	60,584		63,007
2 nd year	57,656	59,962	62,360		64,854
Grade 7 - 1st year	59,382	61,757	64,227		66,796
2 nd year	61,158	63,604	66,148		68,794
Grade 8 - 1 st year	63,707	66,255	68,905		71,661
2 nd year	65,731	68,360	71,094		73,938
Grade 9 - 1 st year	67,689	70,397	73,213		76,142
2 nd year	69,593	72,377	75,272		78,283
Grade 10 - 1st year	72,435	75,332	78,345		81,479
2 nd year	74,593	77,577	80,680		83,907
Grade 11 - 1 st year	78,290	81,422	84,679		88,066
2 nd year	81,610	84,874	88,269		91,800
Grade 12 1 st year	86,723	90,192	93,800		97,552
2 nd year	90,543	94,165	97,932		101,849
Stenographers and Machine Operators - 1 st year (up to 17 yrs)	17,177	17,864	18,579		19,322
2 nd year (or 17 yrs)	20,389	21,205	22,053		22,935
3 rd year (or 18 yrs)	23,126	24,051	25,013		26,014
4 th year (or 19 yrs)	26,205	27,253	28,343		29,477
5 th year (or 20 yrs)	27,716	28,825	29,978		31,177
6 th year (or 21 yrs)	30,709	31,937	33,214		34,543
7 th year	31,555	32,817	34,130		35,495
8 th year	32,598	33,902	35,258		36,668
9 th year	35,209	36,617	38,082		39,605
10 th year	35,827	37,260	38,750		40,300
11th year	36,840	38,314	39,847		41,441
12 th year	37,528	39,029	40,590		42,214
Grade 1 - 1 st year	39,394	40,970	42,609		44,313
2 nd year	40,759	42,389	44,085		45,848
Grade 2 - 1 st year	41,895	43,571	45,314		47,127
2 nd year	43,044	44,766	46,557		48,419

Grade 3 - 1 st year	44,265	46,036	47,877		49,792
2 nd year	45,598	47,422	49,319		51,292
Clerical Assistants - 1 st year (or under 17)	16,098	16,742	17,412		18,108
2 nd year (or 17 yrs)	18,083	18,806	19,558		20,340
3 rd year (or 18 yrs)	21,757	22,627	23,532		24,473
4 th year (or 19 yrs)	24,711	25,699	26,727		27,796
5 th year (or 20 yrs)	26,205	27,253	28,343		29,477
6 th year (or 21 yrs)	29,072	30,235	31,444		32,702
7 th year	30,146	31,352	32,606		33,910
8 th year	30,969	32,208	33,496		34,836
9 th year	31,555	32,817	34,130		35,495
Class 1 1 st year	32,865	34,180	35,547		36,969
2 nd year	33,680	35,027	36,428		37,885
Class 2 - 1 st year	34,925	36,322	37,775		39,286
2 nd year	35,827	37,260	38,750		40,300
Class 3 - 1 st year	36,537	37,998	39,518		41,099
2 nd year	37,528	39,029	40,590		42,214
Class 4 - 1 st year	38,248	39,778	41,369		43,024
2 nd year	38,913	40,470	42,089		43,773
Typists and Communications Assistants 1 st year (or under 17)	17,177	17,864	18,579		19,322
2 nd year (or 17 yrs)	19,172	19,939	20,737		21,566
3 rd year (or 18 yrs)	21,757	22,627	23,532		24,473
4 th year (or 19 yrs)	24,711	25,699	26,727		27,796
5 th year (or 20 yrs)	27,716	28,825	29,978		31,177
6 th year (or 21 yrs)	30,146	31,352	32,606		33,910
7 th year	30,709	31,937	33,214		34,543
8 th year	31,555	32,817	34,130		35,495
Senior Typist - 1 st year	32,865	34,180	35,547		36,969
2 nd year	33,680	35,027	36,428		37,885
Garden Labourer - Grade 1	29,072	30,235	31,444		32,702
Grade 2	30,442	31,660	32,926		34,243
Grade 3	31,263	32,514	33,815		35,168
Horticultural Labourer - Grade 1	32,865	34,180	35,547		36,969
Grade 2	34,316	35,689	37,117		38,602
Grade 3	35,827	37,260	38,750		40,300
Horticulturalist Level 1 - Grade 1	38,248	39,778	41,369		43,024
Grade 2	39,292	40,864	42,499		44,199
Horticulturalist Level 2 - Grade 1	40,344	41,958	43,636		45,381
Grade 2	41,153	42,799	44,511		46,291
Horticultural Technician - Grade 1	43,044	44,766	46,557		48,419
Grade 2	43,833	45,586	47,409		49,305

Senior Horticultural - Technician					
Grade 1	46,570	48,433	50,370		52,385
Grade 2	48,468	50,407	52,423		54,520
Keeper Grade 1 -					
Level 1	34,590	35,974	37,413		
Level 2	34,925	36,322	37,775		
Level 3	35,538	36,960	38,438		
Level 4	36,190	37,638	39,144		
Keeper Grade 2 -					
Level 1	36,840	38,314	39,847		
Level 2	37,949	39,467	41,046		
Keeper Grade 3 -					
Level 1	38,627	40,172	41,779		
Level 2	43,044	44,766	46,557		
Keeper Grade 4 (Specialist)					
Level 1	47,417	49,314	51,287		
Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	52,252	54,342	56,516		58,777
Trainee Keeper					
Level 1				30,014	31,215
Level 2				32,015	33,296
Level 3				34,016	35,377
Level 4				36,017	37,458
Keeper					
Level 1				40,019	41,620
Level 2				42,020	43,701
Level 3				44,021	45,782
Level 4				46,022	47,863
Senior Keeper					
Level 1				48,023	49,944
Level 2				52,024	54,106
Keeping Unit Supervisor					
Year 1				58,027	60,349
Year 2				59,228	61,597
Year 3				60,428	62,846
Publicity and Assistant Publicity Officer - Public Relations Officer					
Grade 1 -					
1 st year	58,796	61,148	63,594		66,138
2 nd year	59,979	62,378	64,873		67,468
3 rd year	61,158	63,604	66,148		68,794
Grade 2-					
1 st year	68,968	71,727	74,596		77,580
2 nd year	70,302	73,114	76,039		79,081
3 rd year	71,723	74,592	77,576		80,679
Publicity Officer -					
1 st year	49,384	51,359	53,413		55,550
2 nd year	50,799	52,831	54,944		57,142
3 rd year	51,731	53,800	55,952		58,190
Assistant Publicity Officer -					
1 st year	44,727	46,516	48,377		50,312
2 nd year	46,029	47,870	49,785		51,776

Gate Receptionists	36,840	38,314	39,847		41,441
Graphic Artists -					
Grade 1					
1 st year	33,680	35,027	36,428		37,885
2 nd year	34,590	35,974	37,413		38,910
3 rd year	35,538	36,960	38,438		39,976
4 th year	36,537	37,998	39,518		41,099
5 th year	37,360	38,854	40,408		42,024
6 th year	38,627	40,172	41,779		43,450
7 th year and thereafter	39,394	40,970	42,609		44,313
Grade 2					
1 st year	40,759	42,389	44,085		45,848
2 nd year	41,474	43,133	44,858		46,652
3 rd year and thereafter	42,254	43,944	45,702		47,530
Grade 3 -					
1 st year	44,265	46,036	47,877		49,792
2 nd year and thereafter	45,598	47,422	49,319		51,292
Designers (Exhibitions and Publications) -					
1 st year	36,537	37,998	39,518		41,099
2 nd year	37,221	38,710	40,258		41,868
3 rd year	38,248	39,778	41,369		43,024
4 th year	39,394	40,970	42,609		44,313
5 th year	40,759	42,389	44,085		45,848
6 th year	41,474	43,133	44,858		46,652
7 th year	42,254	43,944	45,702		47,530
8 th year	43,449	45,187	46,994		48,874
9 th year	45,142	46,948	48,826		50,779
10 th year	47,023	48,904	50,860		52,894
11 th year	48,468	50,407	52,423		54,520
12 th year and thereafter	50,370	52,385	54,480		56,659

Table 2 - Other Rates and Allowances

Effective from the first pay period to commence or after the dates specified in the table:

Item No.	Clause No.	Brief Description	Amount (\$)
1	8.4	Overtime Meal Allowance: Dinner Supper	1.7.05 \$21.10 1.7.05 \$8.30
2	11.1	First Aid Allowance Holders or basic qualifications: Holders of current occupational first aid certificate:	1.7.05 \$11.79 per week 1.7.06 \$12.27 per week 1.7.05 \$17.75 per week 1.7.06 \$18.46 per week
3	11.1	Casual First-aid allowance	1.7.05 \$11.80 per shift 1.7.05 \$12.30 per shift

4	11.2	Uniforms - Laundry Allowance Gate Receptionists	1.7.05 \$4.94 per week 1.7.06 \$5.14 per week 1.7.05 \$8.90 per week 1.7.06 \$9.26 per week
5	11.3	Disability Allowance at Western Plains Zoo	\$15.20 per week
6	11.4	Meal Allowance: Breakfast Lunch Dinner	1.7.05 \$18.90 1.7.05 \$36.40 1.7.05 \$21.15

6. This variation shall take effect on and from 8 December 2005.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1618)

SERIAL C4521

TRANSFIELD SERVICES (AUSTRALIA) PTY LTD (PORT KEMBLA STEELWORKS) MAINTENANCE AWARD 2006 - 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4350 published 24 March 2006

(358 I.G. 322)

(No. IRC 234 of 2006)

ERRATUM

1. Delete the award published 24 March 2006 (358 I.G. 322) and substitute the following:

(1618)

SERIAL C4350

TRANSFIELD SERVICES (AUSTRALIA) PTY LTD (PORT KEMBLA STEELWORKS) MAINTENANCE AWARD 2006 - 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification by Transfield Services (Australia) Pty Limited.

(No. IRC 234 of 2006)

Before Commissioner Connor

28 February 2006

AWARD

1. Title

This Award shall be known as the Transfield Services (Australia) Pty Limited (Port Kembla Steelworks) Maintenance Award 2006-2009.

2. Index

Clause No.	Subject Matter
1.	Title
2.	Index
3.	Application and Parties Bound
4.	Terms of Award
5.	Objectives of Award
6.	Intent
7.	Performance Initiatives
8.	Contract of Employment
9.	Wages and Allowances
10.	Working Arrangements
11.	Meal Breaks
12.	Annual Leave
13.	Public Holidays
14.	Long Service Leave
15.	Personal Leave
16.	Parental Leave

17. Jury Service
18. Union Membership and Elected Delegates
19. Trade Union Training
20. Clothing and Personal Protective Equipment
21. Superannuation
22. Income Protection Insurance
23. Notice Boards
24. Employment Security
25. Right of Entry
26. Employee Entitlements
27. Abandonment of Employment
28. Blood Donors
29. Anti Discrimination and Harassment
30. Duress
31. Transmission of Business
32. Reserved Matters
33. Dispute Avoidance Procedure
34. Disciplinary Protocol

3. Application and Parties Bound

This Award shall apply to Transfield Services (Australia) Pty Limited, all its employees employed in the classifications set out in Clause 9 of this Award, who are performing mechanical and electrical maintenance, modification, shutdown and engineering work at Bluescope Steel Port Kembla Steelworks and the unions party to this Award.

The Parties to this Award are:

Transfield Services (Australia) Pty Limited (ACN 093 114 553)

The Electrical Trades Union (ETU);

The Australian Manufacturing Workers Union (A.F.M.E.P.K.I.U.);

Australian Workers Union Port Kembla Branch (AWU); and

Employees of Transfield Services Australia Pty Ltd who are members or entitled to be members of the organisations detailed above and are engaged in classifications specified in Clause 9 of this Award.

4. Term of Award

- 4.1 This Award will come into operation on 28 February 2006 and shall wholly displace all other agreements and awards that would otherwise apply. This award rescinds and replaces the Transfield Services (Australia) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2001 published 17 June 2005 (351 I.G. 919). The Award shall remain in place to 28 February 2009.
- 4.2 The Parties agree to commence negotiations for a successor Award three (3) months prior to 28 February 2009.
- 4.3 The Parties to this Award shall not pursue any extra claims as per the period nominated in Clause 4.1. & 4.2.

5. Objectives of Award

The objectives of this Award are to:

Enable the company to perform work in the area covered by the Agreement in a productive, efficient and orderly way, and

Provide appropriate remuneration and conditions of employment for employees working under the terms of the Agreement.

Encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skill and competence to meet the requirements of the employer and its client.

6. Intent

The intent of this Award to create an environment that enables employees to work together in a cooperative manner.

7. Performance Initiatives

The Parties recognise the financial performance of the Company and their respective futures, prosperity and employment security are inextricably linked. There are a range of issues that represent opportunities to enhance the Company's performance in the areas of health and safety, Company and employee relationships, learning and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual Performance Targets.

7.1 Continuous Improvement and Innovation

The Parties to this Award are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees will be encouraged to contribute not only through effort but also through good ideas. We will also promote the concept of employees challenging decisions where there maybe better ways of doing things.

7.2 Occupational Health and Safety

This clause is to be read in conjunction with the OH&S Act 2000 (NSW).

The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

The employer may, from time to time, issue regulations designed to increase safe working practices and conditions. On a variety of projects and sites where the employer undertakes work and regulations and the policies and practices of the employer are in force concerning safety restrictions, it is an express condition of employment of all employees covered by this Award that such regulations as are issued from time to time will be strictly observed. It is recognised by the parties to this Agreement that failure to observe these regulations can be grounds for instant dismissal. It shall be the duty of the employers to ensure that each employee is made aware of the regulations in force on the project or site on which such employee works. Employees will assist contractors in the implementation of safety programs, which are based on continuous improvement.

7.3 Consultative Committee

The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision making process. The committee will consist of an equal number of company and union representatives and the parties will work to set up their own charter on establishment.

The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- (i) Introduction of new technology

- (ii) Changes to work organisation
- (iii) Expansion and investment
- (iv) Quality
- (v) Productivity improvement
- (vi) new management practices

Union representatives will have an open invitation to participate in the committee and will have adequate time and access to the employees they represent:

- (i) prior to the Committee meetings to prepare for agenda items
- (ii) Following Committee meetings to report back, when necessary, on issues discussed.

Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the company is unable to do so for privacy or confidentiality reasons.

7.4 Apprenticeships

The Company supports the philosophy of apprenticeships. This is seen as an investment for the future. It benefits the apprentice, the community and the business. It is the intent of the Parties to pursue the introduction of an Apprenticeship program involving Transfield Services.

7.5 Equal Employment Opportunity

The Parties agree to comply with and promote the principles of equal opportunity legislation.

8. Contract of Employment

The Parties to this Award are committed to the philosophy of full time employment, but also recognise that to be competitive alternative work arrangements will be required. Casual, part time and fixed term employees will be balanced with the needs of the Business. In short term situations such as shut downs, specialised work, and emergency work, alternative employment arrangements will be introduced.

8.1 Nature of Employment

Employment may be casual, part-time, full-time, or fixed term as is specified in the formal Letter of Offer of Employment. Employees shall perform work according to the following conditions:

By arrangement, employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in Clause 10 of this Award.

Employees are expected to work reasonable overtime as required by the Company in addition to the rostered ordinary working hours.

Employees must use such protective clothing and equipment provided by the Company for specific circumstances.

Employees must comply with safety requirements of the Company.

8.2 Types of employment

8.2.1 Full Time Employment

An employee who has not been specifically employed on a part time or casual basis shall be deemed to be employed full time. Transfield Services shall not contract outside of this Award. In other words there will be no other forms of employment for employees bound by this Award except for those contained within Clause 8 of this Award (eg. no individual contracts, Australian Workplace Agreements or Prescribed Payment Systems).

8.2.2 Fixed Term Employment

The introduction of fixed term employment may be agreed between the parties to suit the circumstances of the business.

8.2.3 Part Time Employment

By mutual agreement between the Parties, an employee who is employed on a part-time basis shall be offered a fixed number of hours of not less than 12 hours in any one week period, and not more than 37.5 hours in a one week period, as agreed and confirmed in writing at the time of engagement or as varied by consent thereafter. A part time employee shall be entitled to all leave benefits contained in this Award on a pro-rata basis. The hourly rate for a part time employee shall be calculated by reference to the applicable hourly rate contained in Clause 9 of the Award.

8.2.4 Casual Employment

A casual employee is one engaged for a minimum period of one (1) day and paid as such. A minimum of four (4) hours per day will apply where work is not available due to reasons beyond the control of the employer. The engagement of a casual may be terminated at any time upon one hours notice or by payment in lieu. Employees engaged as casuals for a continuous period of six (6) weeks will be entitled to full time employment and shall be advised in writing of such by the Company. A casual employee shall not be employed for more than six (6) weeks continuously. Consultation and agreement may extend this period of engagement with employee representatives.

Casual employees working ordinary time shall be paid 1/38th of the weekly wage, prescribed in Clause 9 of the Award, for each hour worked. A casual employee shall not be entitled to any leave, public holidays, notice or severance benefits contained in this Agreement but shall receive in lieu a loading of 25% of the ordinary rate of pay.

Unless there is an agreement between the parties, casual employees will only be employed when unplanned, unexpected changes in the workload or planned peak requirements require a short-term increase in the number of employees.

8.3 Apprentices

Where apprentices are employed directly by the Company, then the conditions of this Award shall apply except for remuneration, which is specified as a percentage of the trade rate at 100%. The specific percentages to apply are as follows:

First Year Apprentice	42%
Second Year Apprentice	55%
Third Year Apprentice	75%
Fourth Year Apprentice	88%

Where the Company employs a new 'adult employee apprentice' (21 years of age or more), then that employee shall be remunerated at the 85% wage rate of a trades person for the term of the apprenticeship until overtaken by the Apprenticeship rate.

For existing adult employees who through Company approval undertake an adult apprenticeship will be paid at their current classification rate.

8.4 Probation

The continued employment of full time and part time new employees (other than a casual employee) will be subject to the satisfactory completion of three months on the job probationary period. During that time, probationary employees shall be provided with feedback on a monthly basis as how they are performing. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee in consultation with the work team. Provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice of one week.

8.5 Performance of Duties

Transfield Services may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote de-skilling, and payment will be in accordance with the classification structure.

8.6 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with paid leave contained in this Award and has been authorised.

8.7 Termination of Employment

Notice for termination or dismissal of employment will be in accordance with the following:

Period of Continuous Service	Notice Period
More than 1 month but less than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note:

Payment in lieu of notice shall be made if the appropriate notice period is not given. The notice of termination required to be given by an employee shall be the same as that required of an employer. By mutual agreement, the parties may enter into an arrangement that suits either party with a minimum notice period of not less than one (1) week. An employee required to work during their notice period shall have that amount deducted whilst not at work during the notice period as required by the Company. (Notice period is increased by one week if an employee is over 45 years of age, subject to having completed at least two (2) years continuous service with the employer.

Transfield Services has the right to dismiss an employee without notice for gross misconduct on the employee's part, which justifies summary dismissal.

In the event of summary dismissal, payment will be made up to the time of dismissal only. For example, theft of company property, violence against an employee or employer, vandalism or destruction of company property or other such matters warranting instant dismissal

8.8 Redundancy Provisions

Redundancy means when a position is surplus to the needs of the Business, and where there is no alternative employment for the person/s occupying that position/s. Employees who choose to terminate their employment are not eligible for Redundancy and summary dismissal does not entitle employees to a Redundancy payment. The following provisions shall apply:

Period of Continuous Service	Redundancy Pay	
	Employee is under 45 Years of Age	Employee is 45 Years or More
Less than 1 year	Nil	Nil
At the completion of one (1) year	4 Weeks	5 Weeks
At the completion of two (2) years	7 Weeks	8.75 Weeks
At the completion of three (3) years	10 Weeks	12.5 Weeks
At the completion of four (4) years	12 Weeks	15 Weeks
At the completion of five (5) years	14 Weeks	17.5 Weeks
At the completion of six (6) years or more	16 Weeks	20 Weeks

8.9 Recovery of Monies Owed

It is agreed that in the event of an employee's employment being terminated for any reason, any monies advanced to the employee by Transfield Services shall be recovered by the Company from any accrued entitlements owing to the employee and in accordance with the law.

8.10 Stand Downs

The Company is entitled to deduct payment for any day on which an employee cannot be usefully employed through any cause which the employer could not reasonably have prevented such as power and fuel shortages.

8.11 Facilities

Transfield Services shall provide on-site facilities for its employees. These facilities shall be made available to all employees and comply with all relevant policies of Transfield Services and prevailing laws.

8.12 Transport of Employees

It is a condition of employment that all employees ensure they transport themselves to and from work. Employees are responsible for getting to and from work whether by personal or public transport. An employee without personal transport working overtime without notification on the previous day, and with no access to public transport, shall be transported to their place of residence, or to a place where public transport is available.

9. Wages and Allowances

9.1 An employee's remuneration shall be as provided for in this Award and notified to prospective employees in the Letter of Offer of Employment.

9.2 The following wage rates will be paid (for the performance of a 38-hour week) for the respective classifications from the first pay period commencing on or after the specified date.

9.2.1 Classification Structure - Maintenance Worker (Mw)

Classification	Current	1 st July 2006 (4.5%)	1 st July 2007 (4%)	1 st July 2008 (2%)	1 st January 2009 (2%)
	\$	\$	\$	\$	\$
MW1	825.25	862.40	896.90	914.85	933.10
MW 2	873.45	912.75	949.30	968.25	987.60
MW 3	920.50	961.90	1000.40	1020.40	1040.80
MW 4	973.45	1017.30	1058.00	1079.15	1100.75
MW 5	1015.60	1061.30	1103.75	1125.80	1148.35
MW 6	1057.75	1105.35	1149.55	1172.55	1196.00

Note: The above rates are inclusive of all allowances, except a \$46.06* per week licence fee for Licensed Electrician, Leading Hand Allowance (Clause 9.3), Meal Allowance (Clause 11.3), Dirty Work, Heat Money and Power House Allowance (Clause 9.2.4) Confined Space Allowance (Clause 9.2.3), and a First Aid Allowance as specified in Clause (9.2.2). These allowances will increase in 2005 and 2006 in accordance with the percentage wage increases.

Electrical Licence

The license allowance is set at \$48.13 to reflect a pre-existing trade relativity on site for maintenance activities. This is an all purpose allowance that will be amended in line with the percentage wage increases as listed above.

Current	1/7/06 (4.5%)	1/7/07 (4%)	1/7/08 (2%)	1/1/09 (2%)
\$48.13	\$50.30	\$52.30	\$53.35	\$54.40

Performance Based Bonus:

In addition to the rates above a performance based payment bonus system, up to 3% payment for all hours worked (ordinary time plus overtime) will apply. This payment will be made on a quarterly basis. Key Performance Indicators that are appropriate and achievable will determine the performance based payment system.

9.2.2 First Aid Allowance

An employee who is appointed by the Company to render first aid, and holds a current recognised and accredited first aid certificate shall be paid an allowance of \$11.30 per week up to 30/6/07 and \$11.80 thereafter.

9.2.3 Confined Space Allowance

A confined space allowance of 63c per hour up to 30/6/07 and 66c per hour thereafter will be paid in the following manner. A "Confined Space", means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and subject thereto includes such a space -

- a) In the case of locomotives inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes
- b) In other cases inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super heaters or economisers.

9.2.4 Dirty Work and Powerhouse Allowance

Employees engaged in an unusually dirty or offensive capacity will be paid 43c per hour up to 30/6/07 and 45c per hour thereafter. For this allowance to apply the parties will finalise a document under which this allowance will apply having regard to previous site application.

Heat Money will apply when work is performed in places where the temperature is raised by artificial means above 49 degrees Celsius. Employees whilst so engaged on work will receive an additional amount of 43c up to 30/6/07 and 45c per hour thereafter.

Employees working and carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation will be paid a Powerhouse Allowance for all hours worked up to 30/6/07 of 63c per hour up to 30/6/07 and 66c per hour thereafter.

9.2.5 All Other Allowances

The rates of pay as per the Classification Structure are inclusive of all other allowances except for the Electrical Licence (Clause 9.2.1), First Aid Allowance (Clause 9.2.2), Confined Space Allowance (Clause 9.2.3), Dirty Work Allowance (Clause 9.2.4) and Leading Hand Allowance (Clause 9.3). The rates of pay (Clause 9.2.1) includes but is not limited to the following allowances:

Supplementary Payment

Special Allowance

Industry Allowance

AIS Allowance

Tool Allowance

9.2.6 Classification Descriptions

The following classification structure is to be applied to employees for skills acquired and utilized.

Maintenance Worker 1 (MW1)

This band includes Trade Assistants and other Non-Trade employees such as Forklift Drivers and Dogmen.

Maintenance Worker 2 (MW2)

This band includes Non Trades employees such as but not limited to:

Certified Riggers/Scaffolders

Crane Drivers (9t <15t, 16t <40t)

Beltmen

Maintenance Worker 3 (MW3) - 100%

This is the entry band for trades employees such as but not limited to:

Electrician

Boilermaker

Fitter

Welder (All Certificates)

Machinist

Maintenance Worker 4 (MW4) - 105%

MW4 applies to skills acquired and utilized on the job.

- (i) Three appropriate modules in addition to the training requirements of MW3 level or;
- (ii) Three appropriate modules towards an Advanced Certificate; or
- (iii) Three appropriate modules towards an Associate Diploma; or

- (iv) Any training which a registered provider (eg TAFE) or by a State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) Will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW4.

Exercise the skills attained through completion of the training/work experience prescribed for this classification;

Exercises discretion within the scope of this grade;

Works under limited supervision either individually or in a team environment;

Understands and implements quality control techniques;

Provides trade guidance and assistance as part of a work team;

Exercise trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Construction Tradesperson Level 1.

Maintenance Worker 5 (MW5) - 110%

MW5 applies to skills acquired and utilized on the job.

Six appropriate modules in addition to the training requirements of MW3; or

Six appropriate modules towards an Advanced Certificate; or

Six appropriate modules towards an Associate Diploma; or

Any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

Will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW5.

1. Exercise of skills attained through completion of the training/work experience prescribed for this classification;
2. Provides trade guidance and assistance as part of a work team;
3. Assists in the provision of training in conjunction with supervisors and trainers;
4. Understands and implements quality control techniques;
5. Works under limited supervision either individually or in a team environment;
6. Interact with work groups to ensure job completion to target quality workmanship and guidance for others.

Exercises precision trade skills using various materials and/or specialised techniques;

Performs operations on a CAD/CAM terminal in the performance of routine modifications to the NC/CNC programs;

Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;

Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits;

Maintenance Worker 6 (MW6) -115%

MW 6 applies to skills acquired and utilized on the job.

- (i) nine appropriate modules in addition to the training requirements of MW3; or
- (ii) nine appropriate modules towards an Advanced Certificate; or
- (iii) nine appropriate modules towards an Associate Diploma; or
- (iv) any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW6.

- 1. Exercise the skills attained through completion of the training/work experience prescribed for this classification;
- 2. Exercise discretion within their level of training;
- 3. Is able to provide trade guidance and assistance as part of a work team;
- 4. Provides training in conjunction with supervisors and trainers;
- 5. Understands and implements quality control techniques;
- 6. Works under limited supervision either individually or in a team environment;
- 7. Can schedule and coordinate maintenance work for teams including down day programme development and execution for a maintenance task team.

Exercise high Precision Trade Skills using various materials and/or specialised techniques;

Works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;

Works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;

Works on instruments which make up complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;

Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;

Exercise intermediate CAD/CAM skills in the performance of routine modification to programs;

Working on complex or intricate interconnected electrical circuits at a level above MW5;

Working on complex radio/communication equipment.

9.3 A Leading Hand rate (all purpose) shall be paid as follows:

The following payment is an allowance only paid whilst an employee has been selected as a Leading Hand.

	Up to 30/6/07	From 1/7/07
Leading Hand	\$43.70 per week	\$45.65 per week
Relief Leading Hand	\$8.74 per shift	\$9.13 per shift

Leading Hands whilst in the role shall have the Leading Hand rate recognised on a pro-rata basis when calculating service entitlements.

9.3.1 A Staff Relief Allowance (all purpose) will be paid at the rate of MW6 plus \$62.70 up to 30/6/07 and MW6 plus \$65.21 per week thereafter. Staff relief is defined as a circumstance where employees are requested to step up to perform the full scope of the staff position. Guidance for the full scope of the role can be obtained from the relevant staff member's position description.

9.4 Mixed Functions

An employee engaged for more than two (2) hours on any day or shift carrying a higher rate than their classification shall be paid the higher rate for such day or shift. If engaged for two (2) hours or less during one day or shift the higher rate shall be paid for actual time worked.

9.5 Payment of Wages

All earnings shall be paid to employees by electronic transfer on a weekly or fortnightly basis into a bank account or other financial institution nominated by the employee.

Details of payment to employees on pay slips shall contain the following information:

Name of employee

Classification of the employee and reference number

Date of payment (including period of payment)

Classification rate (hourly)

Hours of work (normal and overtime)

Allowances

Deductions (such as union, salary sacrifice)

Annual Leave balance of hours

Special Payments (such as Annual Leave Payment)

Long Service Leave payments

9.6 Payment on Termination

Upon termination of employment, wages due to an employee shall be paid on the day of such termination, or forwarded to them by post or electronic fund transfer on the next working day.

9.7 Waiting Time

An employee kept waiting for his/her wages on site on pay day, for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work shall be paid overtime rates after the quarter hour with a minimum of a quarter per hour payment.

10. Working Arrangements

10.1 Hours of work

The ordinary hours of work shall be 38 hours per week which will generally be worked in 8.0 hour days between 0600 (6.00 am) and 1800 (6:00pm) hours, Monday to Friday. The ordinary hours of work may also be worked in other configurations as mutually agreed between the employees concerned and Transfield Services subject to work patterns meeting the Company's operational requirements and the needs of the business.

Where there is a need to vary the pattern of working the ordinary hours of work, the Company and the work team shall consult on the variation. Failing agreement, the Company shall give that work team and/or individual employees concerned two days' (48 hours) notice of the variation.

By agreement between the parties, the actual start and finish time of hours may be varied either way by one hour.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period, which exceeds 28 consecutive days.

10.1.1 Extensive Hours of Work

The Parties recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. Where hours on any day worked exceed twelve consecutive hours they shall be subject to:

Working within the Occupational Health and Safety Guidelines of the ACTU Code of Conduct regarding twelve (12) hour shifts

Proper health monitoring procedures being adopted

Suitable roster arrangements

Effective support from management

10.1.2 Daylight Saving

When daylight saving comes into effect or is discontinued, employees shall be paid by the time of the clock at the commencement and conclusion of their shifts. Night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for the same pay dependant on an increase or decrease of hours required due to payment by the clock.

10.2 Shift Work

"Shift Work" means shift work scheduled for five consecutive workdays or more, Monday to Friday inclusive.

The Company through consultation with work teams can direct employees to work shift work as required, and the employees shall work the shift work as directed. The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the business or, in the absence of agreement, by 48 hours notice of alteration given by the Company to the employees.

Where shifts fall partly on separate days, the day that has the major portion of the shift shall be recognised as the day for roster arrangements. Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

10.2.1 Afternoon Shift

"Afternoon" Shift means any shift finishing after 6.00pm and at or before midnight. Employees working on afternoon shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

10.2.2 Night Shift

"Night Shift" means any shift finishing subsequent to midnight and or before 8.00am. Employees working on night shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

10.2.3 Rostered Shift

A "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice, or has otherwise agreed to work.

10.2.4 Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary hours of the respective shifts. Where shifts are broken penalties shall be applied as per overtime entitlements.

10.2.5 Broken Shift

An employee who works on broken shift which does not continue for at least five (5) successive shifts, hours shall be paid for each shift 50% for the first two hours and 100% for the remaining hours.

10.3 Rotating Permanent Shift Work

The Parties will discuss, and by mutual agreement shall develop a criteria and set of conditions for the introduction seven day Rotating Permanent Shift Work.

10.4 Rostered Break Between Shifts

When overtime is worked it shall, where ever reasonably practicable, be so arranged that a employee has at least ten consecutive hours off duty between the work of successive days. An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime and not required to recommence work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.

Work performed on Sunday of greater than three hours' duration will be deemed to be hours worked that require a 10 hour break before the commencement of ordinary hours work.

If on instructions by the Company, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released

from duty for such period and the employee shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours during such absences.

10.5 Overtime

Work performed outside of ordinary hours shall be deemed to be overtime and paid (excluding shift work) as follows:

Monday to Friday - time and a half for the first two hours and double time thereafter

Saturday - time and a half for the first two hours and double time thereafter. Any hours worked after 12 noon on Saturday will be paid at double time.

Sunday - at double time.

Public Holidays - at double time and a half.

The penalties mentioned above shall be applied to $1/38^{\text{th}}$ of the base weekly rates as defined in Clause 9.

10.5.1 Shift Workers - Payment for Saturday, Sunday, Public Holidays and Overtime

A shift employee working on a Saturday, Sunday, public holiday or on overtime will be paid as follows:

Saturday work - time and a half

Sunday work - double time

Public Holiday work - double time and a half

Overtime worked other than Sundays or public holidays - time and a half for first two hours and double time thereafter

10.6 Rostered Days Off (RDO)

The ordinary hours of work shall be rostered to provide employees with one Rostered Day Off per month (normally the fourth Friday in a four week cycle).

The RDO's may be scheduled as mutually agreed between the employee and the Area Manager to suit the need of the business. The RDO's may also be taken on alternative days by individual agreement for personal/operational needs. If agreement cannot be reached employees may be directed to use any day/s of accumulated RDO, provided 48 hours notice is given to the employee.

RDO's may be accrued to a maximum of five days unless previously agreed with the Area Manager.

Where an RDO falls on a Public Holiday the next working day shall be taken as the RDO or may be taken as mutually agreed between the employee and the Company.

10.7 Call Back

Where an employee is recalled to work after leaving the workplace the following shall apply:

The employee shall be paid for a minimum of four hours at the rate of time and half for the first two hours and double time thereafter (or double-time for the full period for continuous shift workers). (Weekend call out will be paid at the relevant overtime rate). There are number of conditions which apply to this provision:

If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day, the employee

shall be entitled to the four hours minimum overtime payment. However, in such circumstances it is only the time which is actually worked during previous call or calls which is to be taken into account when determining the rate for subsequent calls.

The employee will not be required to work the full four hours if the job in question is completed within a shorter period.

An employee called in prior to 3.00am will continue to be paid penalty rates leading into scheduled ordinary hours and for the duration of the shift, unless the employee is offered the opportunity to go home for reasons of occupational health and safety, in which case the employee would be paid at ordinary time to the completion of shift.

Overtime worked in this clause is not to be regarded as overtime for the purpose of 10.4 rest periods after overtime, when the actual time worked is less than three hours on the call back or each subsequent call back.

10.7.1 Breakdown/Callout Procedure outside of Normal Working Hours

On Friday 28th October 2005 the Parties to this Award put forward a proposal for endorsement by the employees covered by the Award. The proposal was titled the:

Breakdown/Callout Procedure outside of Normal Working Hours

The proposal was endorsed by a valid majority of employees on the following grounds:

- 1) That the procedure as presented to the meeting on 28th October 2005 and subsequently endorsed by the meeting be tendered before the Commission on 7th November 2005;
- 2) That the Award be varied so as to incorporate this facilitative provision (10.7.1) recognising the abovementioned procedure;
- 3) That if at any time during the life of this Award it is necessary for the Parties to vary the procedure by consent, then any variation/s will only have application after they have been documented and endorsed by a properly constituted Delegates meeting and approval has been given by all the Union Organisations party to the Award; and
- 4) All employees covered by the Award receive a copy of the variation of the procedure within seven (7) days after its approval by all the Organisations.

10.8 Stand By

Where an employee is requested by the Company to regularly hold himself/herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's rate of pay for the time he/she is standing by.

Where an employee is called in to work without prior notification of having to stand by in readiness to work after ordinary hours, a stand by payment shall not be made. Payment shall be as per Clause 10.7 (Call Back).

This provision does not apply to employees in receipt of the staff relief allowance. Nor does it apply to employees who voluntarily make themselves available for overtime call outs.

11. Meal Breaks

- 11.1 A minimum 30 minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten minute morning break each weekday.
- 11.2 Employees shall be paid at overtime rates for all time worked in excess of five hours without commencing an uninterrupted meal break or crib break due to the requirements of the employer.

- 11.3 Employees required to work more than a 10-hour shift shall be entitled to a 20 minute crib break and to a further crib break in respect of each completed four hours of overtime after the initial eight hours (exclusive of the crib break), if they are to continue work after such four hours. Employees not notified the previous day shall be paid \$10.45 (meal allowance) up to 30/6/07 and \$10.90 thereafter to purchase each meal at crib time.
- 11.4 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four hours of overtime (exclusive of crib break) if they are to continue after such four hours.
- 11.5 Employees who agree not to take a crib break to which they are entitled but continue to work instead, without taking the crib time of 20 minutes and continuing to work for a period of two (2) more hours or more, shall be regarded as having worked 20 minutes more than the time worked and paid accordingly.
- 11.6 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates for the first crib and without deduction of pay thereafter.
- 11.7 If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime, the employee shall be paid the prescribed meal allowance if the meal has become spoilt/surplus.

12. Annual Leave

The provisions of the Annual Leave Act 1944 (NSW) shall apply.

13. Public Holidays

The following days shall be prescribed public holidays for the purposes of this Award where days are gazetted by the NSW Government as substitution or in addition to the following days those days shall apply.

New Years Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queens Birthday

Labour Day

Christmas Day

Boxing Day

Employees will be entitled to a picnic day on a day agreed by the parties.

14. Long Service Leave

The provisions of the *Long Service Leave Act* 1955 (NSW) shall apply.

From the 1st December 2004, the Company will commence accruing Long Service Leave benefits for employees at the rate of 1.3 weeks' accrual for each completed year of service thereafter. Any accrual up to and

including 30th November 2004 will be the current rate of 0.8667 weeks for each completed year of service. Entitlements become available in accordance with the Act.

15. Personal Leave

15.1 Amount of Paid Personal Leave

15.1.1 Paid personal leave is available to an employee when they are absent:

due to personal illness or injury (sick leave)

for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave)

for bereavement on the death of an immediate family or household member (bereavement leave).

15.1.2 The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer and accrues as follows:

(i)	Length of time worked for the employer	Personal Leave (Hours)
	Less than 12 months	54
	1 year to 5 years	76.8
	5 years or more	92
(ii)	Provided that an employee who normally works 8 or more hours a day so as to provide a rostered day(s) off in a work cycle in accordance with clause 6.1.4 is entitled to the following amount of personal leave:	
	Length of time worked for the employer	Personal Leave (Hours)
	Less than 12 months	56
	12 months to 5 years	80
	5 years or more	96

After the first five months of service, an employee must be paid for any sick leave to which they were not entitled, due to insufficient service, up to a maximum of 40 hours.

15.2 Accumulation of Personal Leave

15.2.1 First Year of Employment

At the end of the first year of employment, unused personal leave accrues by the lesser of:

38 hours (or 40 hours if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken during the year;

or the balance of the year's unused personal leave.

15.2.2 Second and Subsequent Years of Employment

At the end of the second and subsequent years of employment, unused personal leave accrues by the lesser of:

60.8 hours moving to 76 hours after five years (or 64 hours, moving to 80 hours after 5 years, if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken;

or the balance of the year's unused personal leave.

15.2.3 Maximum Amount of Accumulated Personal Leave

Personal leave may accumulate to a maximum of 729.6 hours (or 768 hours if the employee normally works 8 or more hours a day).

15.3 Definitions

15.3.1 The term "immediate family" includes

spouse (including a former spouse, a de facto spouse and a former de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis. Spouse for the purpose of this Clause will also include same sex partners living on a bona fide domestic basis;

and child or an adult (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

15.3.2 Accumulated Personal Leave is personal leave accumulated under 15.1.2(a) and (b).

15.4 Sick Leave

15.4.1 Entitlement

The amount of personal leave an employee may take as sick leave hours depends on how long they have worked for the employer and accrues as set out in the following tables. Accumulated Personal Leave may be used for sick leave if the current sick leave entitlement is exhausted.

Length of time worked with the Employer	Rate of accrual of paid sick leave
Less than 1 month	0
1 month to less than 2 months	8
2 months to less than 3 months	16
3 months to less than 4 months	24
4 months to less than 5 months	32
5 months to less than 12 months	40

15.4.2 The Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, they are not entitled to sick leave.

15.4.3 Employee must give notice

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day of such absence, the employee will inform the employer within 24 hours of such absence.

15.4.4 Evidence Supporting Claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

15.4.5 Single Day Absences

An employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid sick leave in that year of a duration of one day only, without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

An employer may agree to accept a Statutory Declaration in lieu of the required medical certificate.

Nothing in this subparagraph limits the employer's right under 15.4.4

15.4.6 Broken Services

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, other than a casual basis, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

15.5 Bereavement Leave

15.5.1 Paid Leave Entitlement

A full time employee is entitled to use up to 16 hours personal leave as bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death of a member of the employee's immediate family or household.

15.5.2 Part time Employees

A part time employee is entitled to take two days, up to a maximum of 16 hours bereavement leave on the same basis as prescribed for full time employees in subclause 15.5.1 except that leave is only available where a part time employee would normally work on either or both of the two working days following the death.

15.5.3 Unpaid Bereavement Leave

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full time employee is entitled to take up to 16 hours unpaid leave, provided the requirements of clause 15.5.1 are met, and a part time employee is entitled to take up to two days unpaid leave, to a maximum of 16 hours, provided the requirements of clause 15.5.2 are met.

15.6 Carer's Leave

15.6.1 Paid Leave Entitlement

An employee is entitled to use up to 40 hours personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

15.6.2 Notice Required

- (i) When taking carer's leave the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably possible to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.
- (ii) The notice must include:
 - the name of the person requiring care and support and their relationship to the employee;
 - the reasons for taking such leave; and

the estimated length of absence.

- (iii) The employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

15.6.3 Unpaid Carer's Leave

An employee may take unpaid carer's leave by agreement with the employer.

Rationale And Structure of The Personal Leave Provisions

First Year Of Employment		
Amount Of Leave		
5 days sick leave	38 hours (i.e. 5 days x 7.6 hours) where a 7.6 hour day is worked	or 40 hours (ie 5 days x 8 hours or more are worked per day)
plus 2 days Bereavement Leave	16 hours	16 hours
Total 7 days Personal leave	54 hours Where a 7.6 hour day is worked	or 56 hours where 8 hours or more are worked per day

Limits on the Various Types of Personal Leave		
Maximum amount of Personal leave	54 hours or 56 hours (depending upon the hours of work arrangements in place)	
Maximum amount of Sick leave	38 hours or 40 hours (depending upon the hours if work arrangements in place)	
Maximum amount of Carer's leave	40 hours	
Maximum amount of Bereavement leave	16 hours per occasion	
Second & Subsequent Years of Employment-Amount of Leave		
8 days sick leave moving to 10 days	60.8 hours (ie 8 days x 7.6 hours)where a 7.6 hour day is worked, moving to 76 hours after five years	or 64 hours (ie 8 days x 8 hours or more are worked per day), moving to 80 hours after five years
Plus 2daysBereavement Leave	16 hours	16 hours
Total 10 days	76.8 hours	or 80 hours where 8 hours or
Personal leave	Where a 7.6 hour day is worked	more are worked per day

Limits On The Various Types Of Personal Leave	
Maximum amount of Personal leave	76.8 hours or 80 hours (depending upon the hours of work arrangements in place)
Maximum amount of Sick leave	60.8 hours or 64 hours moving to 76 or 80 hours after five years (depending upon the hours if work arrangements in place)
Maximum amount of Carer's leave	40 hours
Maximum amount of Bereavement leave	hours per occasion

16. Parental Leave

Provisions of the *Industrial Relations Act 1996* (NSW) will apply.

17. Jury Service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount paid in respect of ordinary time the employee would have worked had the employee not been on jury service.

18. Union Membership and Elected Delegates

18.1 Transfield Services shall support the union parties to this Agreement by way of providing union membership information and providing for payroll deductions of union dues as authorised by employees.

18.2 Accredited Union Delegate

An employee appointed Union Delegate/s (Shop Steward) shall, upon official notification to Transfield Services, be recognised as the accredited representative of the Union to which they belong. An accredited Union Delegate shall be allowed necessary time during working hours to interview a representative of Transfield Services on matters affecting employees they represent.

19. Trade Union Training

Union Delegate (Shop Steward) nominated by their Union to attend a union sponsored training course will be granted up to five days leave (per annum) of absence without loss of earnings provided that:

Transfield Services receives at least two weeks notice of the nomination from the Union setting out times, dates, content and venue for the course.

The employee concerned can be released from duty by Transfield Services for the period of the course, without affecting normal operations.

Further Leave may be granted subject to agreement between the Parties. The accredited delegate will be entitled to paid leave to attend Industrial Relations Commission hearings.

20. Clothing and Personal Protective Equipment

20.1 It is a requirement that employees wear authorised Transfield Services issued clothing/uniform, and appropriate personal protective equipment including steel capped boots.

20.2 On engagement full time employees shall be issued with one pair of safety boots, four shirts, four trousers and one jacket

20.3 On an annual basis after twelve months continuous service from 1st December 2004 the Company will move to a points system that will ensure an appropriate allocation of clothing entitlement.

20.4 One winter jacket (For employment in the period 1 May - 1 September) will be provided every two years to employees. Where possible the jacket will be manufactured in Australia.

20.5 Employees who leave within the probationary period (8 weeks), shall reimburse the Company for clothing and personal protective equipment as per the letter of 'offer for employment'.

20.6 Clothing and footwear provided by Transfield Services shall be replaced by the Company on a fair wear and tear basis after approval from the appropriate Supervisor/Team Leader.

20.7 It is a condition of employment that clothing/uniforms provided by the Company to employees shall be worn at all times during working hours. Employees failing to comply with this requirement will be managed through a counselling and disciplinary process.

20.8 Records of type of clothing issued to employees will be recorded by the Company.

21. Superannuation

- 21.1 Transfield Services shall contribute the statutory employer superannuation contribution to C Bus, EISS or other agreed and approved superannuation fund that complies with the Superannuation Guarantee Charge Act and Regulations on behalf of each eligible employee as defined in the regulations on a monthly basis.
- 21.2 The level of contributions will be in accordance with the levels prescribed by the act and varied from time to time.
- 21.3 Employees may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis to their nominated superannuation fund. To do so an employee is required to notify Transfield Services in writing and Transfield Services will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.
- 21.4 From 1st July 2005 a co-contribution arrangement for superannuation will be available at the election of the employee. From 1st July 2005 where an employee makes a 3% voluntary contribution, the Company will contribute an additional 1% making a total Company contribution of 10%. The arrangement thereafter from 1st July 2006 would be, at the employee's election, a further contribution of 1% (4% in total), the Company would increase its contribution by 1% making a total Company contribution of 11%.
- 21.5 From 1st July 2007, at the employee's election, a further contribution of 1% (5% in total), the Company would increase its contribution by 1% making a total Company contribution of 12%.
- 21.6 The parties reserve their rights to bargain with respect to the issue of superannuation into the third year 1st July 2008 of the new Award, and the first year of the subsequent Award 1st July 2009.

22. Income Protection Insurance

Permanent employees of Transfield Services engaged pursuant to this Agreement shall be provided with income Protection insurance under the following terms and conditions.

A qualifying period of 14 days.

The insurance cover benefits payable will be applied for a maximum period of two years.

Transfield Services will contribute up to 1.4% of an employee's gross earnings to an income insurance plan, subject to the following:

- (i) In the event that the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Company's insurance premium.
- (ii) People accessing the insurance plan will agree to participate in the rehabilitation program, which includes assessment by the Company's nominated medical services provider and acceptance of that assessment.

23. Notice Boards

Transfield Services shall provide notice boards of reasonable dimensions to be located in prominent positions at the site upon which accredited Union Representatives shall be permitted to post formal union notices signed or countersigned by the representative posting them.

Any notice posted on a board not so signed or countersigned may be removed by an accredited representative or Transfield Services.

24. Employment Security

Security of Employment is important for improving working relationships, trust and co-operating with change. We do not want an environment where everyone is working in fear of losing their employment. We want an environment where people focus on doing jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security will only be achieved by successful business performance. Working together in implementing change and improvement will maximise security for everyone.

It is not the Company's intention to have any forced retrenchments during the life of this Award.

While workplace change, new technologies and changes in operations will be ongoing, every opportunity will be taken to effect changes through voluntary means and natural attrition.

The parties agree that any changes in the area of employment shall be handled in the following manner:

1. Employees shall be offered other available positions where possible.
2. An employee's skills shall be further developed to improve flexibility.
3. Employee numbers shall be reduced if required by natural attrition.
4. Voluntary Retirement Schemes shall be used in preference to forced redundancies.

If the above steps do not resolve the situation, the Company shall enter into further discussions with the Union with a view of resolving the situation to the satisfaction of both parties.

Provided further that this clause will not apply to situations of loss or substantial change to contract scope.

25. Right of Entry

An Officer of the union shall have the right to enter in accordance with the Industrial Relations Act 1996(NSW) as the Act stands at the date of certification of this Award.

26. Employee Entitlements

Security of Employee Entitlements

1. The parties to this Award are committed to ensure that all the entitlements accruing to employees are secure.
2. Transfield Services has made available to the unions written advice from its Auditors confirming its financial status and its compliance with making adequate provision for employee entitlements. The company will also continue to provide the audited Financial Statements which confirms the adequacy of provision for employee entitlements. A group comprising of employee and management representatives will meet within one week of the Annual Report and consult on the financial position of the Company.

27. Abandonment of Employment

If an employee is absent from work for a continuous period of three working days without Company approval, and without notification to the Company, that employee shall be deemed to have abandoned their employment.

If after a period of two weeks from the last day of absence, the employee has not established a satisfactory reason for their absence and non-notification, the employee shall have their employment terminated.

28. Blood Donors

The Company will promote blood donations to its employees. The Company shall also pursue ways employees may actually donate blood with minimal disruption to the Business.

29. Anti - Discrimination and Harassment

The parties to this Award will not tolerate discrimination and harassment in the workplace and seek to achieve the objective in section 3 (f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

It follows that in fulfilling their objectives 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 of operation, has a direct or indirect discriminatory effect.

Nothing in this clause is to be taken to affect:

- a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- b) offering or providing junior rate of pay to persons under 21 years of age;
- c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
- d) a party to this award from putting matters of lawful discrimination in any state of federal jurisdiction.

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

Notes:

Employers and Employees may also be subject to Commonwealth Anti-Discrimination legislation.

Section 56 (d) OF THE *Anti-Discrimination Act 1977*(NSW) 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".

30. Duress

This Award has not been entered under duress by any of the Parties to the Award.

31. Transmission of Business

Where transmission of business occurs and affects employees covered by this Award, the Parties shall by an exchange of letter/s enter into correspondence that clearly outlines the benefits and entitlements due to employees, and how such entitlements shall be managed. Matters to be covered may include such items as annual leave, personal leave, superannuation, sick leave and redundancy.

32. Reserved Matters

Parental Leave

Hours of Work

33. Dispute Avoidance Procedure

The parties to this Award are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavours will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.

Any issue requiring resolution shall be dealt with in the following manner:

- i. Where an employee(s) has an issue, which has not been resolved in the normal course of business, they shall raise it with their Team Leader and both shall use their best endeavours to resolve it as quickly as possible.
- ii. Where an issue is directly relevant to a work area, it shall be discussed and every endeavour made to resolve it within the appropriate team.
- iii. Should the issue not be resolved as above within a sensible, mutually agreed timeframe, it shall be referred to and discussed with the Area Manager.
- iv. If not resolved, any of the Parties may raise the issue with the Operations Manager for resolution.
- v. If still unresolved, the matter may be referred to the relevant Union, which will discuss the matter with the Company.
- vi. Before the issue proceeds to the Industrial Relations Commission, the Company will ensure that its management and the union will ensure that its local Union Official has been involved in the process.
- vii. If still unresolved, the matter may be referred to the Industrial Relations Commission, by either party, for conciliation and/or arbitration in accordance with due process.

At all levels (i) to (v) inclusive of the above, the employee(s) may choose to have an accredited union representative or another employee in attendance.

While the above process is being pursued, work shall continue as normal (without bans and limitations).

The Parties to this Agreement may raise an issue to a higher level in the process at any time.

Levels (i) to (v) shall be completed within seven (7) working days.

34. Disciplinary Protocol

Agreed Process to be Followed in the Event of Potential Disciplinary Action Arising From an Oh&S or Other Incident

The parties to this Agreement are: Transfield Services (Australia) Pty Ltd (BSL Port Kembla Alliance) ("the Company"); the Australian Workers Union, the Electrical Trades Union, the Australian Manufacturing Workers Union ("the Union").

The parties agree that:

In the event of an incident occurring that has potential disciplinary implications, the following process is agreed. Note that if the incident is of an OH&S nature the appropriate workforce OH&S Committee representative or the OH&S Committee Chairperson and the appropriate workforce representative will be involved in the investigation. If the incident is of a nature other than OH&S, the appropriate workforce representative will be involved in the investigation.

1. At the discretion of the employer, the employee (refer to Note 1 below) concerned may be removed from active duty and given alternate duties while the investigation takes place. In cases where the welfare of the employee or other personnel or workplace harmony may be compromised by the presence of the employee, the employer reserves the right to stand down with pay and remove from site the employee while the investigation takes place. In the event that an employee is stood down with pay in accordance with this clause, the stand down period will not be considered as part of any penalty that may or may not result following the conclusion of the appeal process. (Refer to Note 2 below for recommended communication actions at this point)

2. The investigation will involve the appropriate Company representatives and workforce representatives as indicated in the second paragraph above.
3. Once the investigation is completed, if disciplinary action (in the form of unpaid suspension or termination) is the Company decision, the Company will meet with the local area employee representative/s and the relevant Union Official/s to discuss the outcome before action is taken. If suspension or termination is not the decision of the Company, the Company agrees to advise the employee representatives and the union officials of the decision by some other appropriate form of communication.
4. During those discussions, all issues relevant to the incident will be discussed with a view to reaching an outcome that is satisfactory to both parties. At this time the Company will, without prejudice, make available to the delegates and/or union officials all such information pertaining to the incident and the disciplinary decision that it may legally do so. (Refer to Note 3 below for recommended communication actions at this point)
5. At this point, the employee and their representative/s may choose to exercise a right of local appeal by making representation to the Company and must notify the Company of its intention to do so.

If no appeal is forthcoming, the penalty will be administered immediately. If appealed, the employee and their representative/s must do so as quickly as possible, however in any case no more than 5 working days will be allowed for this process, at the sooner of which time, the resultant penalty will be administered. During the period of this appeal process, the employee will maintain the status that was determined in clause 1 above. (Refer to note 4)

6. Regardless of the penalty and the local appeal process, all employees agree to remain on the job without bans or limitations. Should the employee and his representative/s not be satisfied with the outcome of the local appeal process it is agreed that the employee and their representative/s will proceed to the final appeal process via the NSWIRC. Recommendations and/or directions resulting from this final appeal process will be accepted as final by all parties.

Following the conclusion of the investigation and possible local appeal process, management and appropriate employee representative/s will determine the most appropriate method of communicating the facts and outcomes to the workforce with the intent of preventing any possible industrial action.

This agreed process in no way inhibits either the Company, the employee or the Unions from exercising their rights under the terms and conditions of the Award or conditions of employment or any other relevant employment legislation.

The Parties agree that the sole purpose of this agreement is to improve Safety and Performance standards and communication while avoiding any Industrial Disputation, which is recognised as being detrimental to all Parties.

NOTES:

1. For the purposes of stand down or alternate duties only, clause one will apply equally to both monthly and weekly paid employees.
2. Following each serious incident the employer will, as soon as practical, facilitate a communication to all employees regarding the incident. It is intended that this communication will be advice that an incident has occurred, it's nature and that the agreed investigation protocol is preceding. This communication will be channelled through the recognised employee representative and supervisory networks.
3. The communication at this point may involve wider workplace representatives and is intended to provide more detailed information on the progress of the process, or in fact to communicate detailed outcomes.
4. Delaying the determined action in order to allow the appeal process to take place does not prejudice the rights of the Company to take such action, if required, once the appeal process has been completed.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

TRANSFIELD SERVICES (AUSTRALIA) PTY LTD (PORT KEMBLA STEELWORKS) FACILITIES MAINTENANCE AWARD 2006 - 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4351 published 24 March 2006

(358 I.G. 294)

(No. IRC 235 of 2006)

ERRATUM

1. Delete the award published 24 March 2006 (358 I.G. 294) and substitute the following:

(1636)

SERIAL C4351

TRANSFIELD SERVICES (AUSTRALIA) PTY LTD (PORT KEMBLA STEELWORKS) FACILITIES MAINTENANCE AWARD 2006 - 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transfield Services (Australia) Pty Ltd.

(No. IRC 235 of 2006)

Before Commissioner Connor

28 February 2006

AWARD

1. Title

This Award shall be known as the Transfield Services (Australia) Pty Limited (Port Kembla Steelworks) Facilities Maintenance Award 2006-2009.

2. Index

Clause No.	Subject Matter
1.	Title
2.	Index
3.	Application and Parties Bound
4.	Terms of Award
5.	Objectives of Award
6.	Intent
7.	Performance Initiatives
8.	Contract of Employment
9.	Wages and Allowances
10.	Working Arrangements
11.	Meal Breaks
12.	Annual Leave
13.	Public Holidays
14.	Long Service Leave
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16.	Parental Leave
17.	Jury Service

18. Union Membership and Elected Delegates
19. Trade Union Training
20. Clothing and Personal Protective Equipment
21. Superannuation
22. Income Protection Insurance
23. Notice Boards
24. Employment Security
25. Right of Entry
26. Employee Entitlements
27. Abandonment of Employment
28. Blood Donors
29. Anti Discrimination and Harassment
30. Duress
31. Transmission of Business
32. Work Outside the Steelworks
33. Reserved Matters
34. Dispute Avoidance Procedure
35. Disciplinary Protocol

3. Application and Parties Bound

This Award shall apply to Transfield Services (Australia) Pty Limited, all its employees employed in the classifications set out in Clause 9 of this Award, who are performing mechanical and electrical maintenance, modification, shutdown and engineering work at Bluescope Steel Port Kembla Steelworks and the unions party to this Award.

The Parties to this Award are:

Transfield Services (Australia) Pty Limited (ACN 093 114 553)

The Electrical Trades Union (ETU);

The Australian Manufacturing Workers Union (A.F.M.E.P.K.I.U.);

Australian Workers Union Port Kembla Branch (AWU); and

Employees of Transfield Services Australia Pty Ltd who are members or entitled to be members of the organisations detailed above and are engaged in classifications specified in Clause 9 of this Award.

4. Term of Award

- 4.1 This Award will come into operation on 28 February 2006 and shall wholly displace all other agreements and awards that would otherwise apply. This award rescinds and replaces the Transfield Services (Australia) Pty Ltd (Port Kembla Steelworks) Facility Maintenance Award 2004 - 2007 published 25 March 2005 (349 I.G. 707). The Award shall remain in place to 28 February 2009.
- 4.2 The Parties agree to commence negotiations for a successor Award three (3) months prior to 28 February 2009.
- 4.3 The Parties to this Award shall not pursue any extra claims as per the period nominated in Clause 4.1. & 4.2.

5. Objectives of Award

The objectives of this Award are to:

Enable the company to perform work in the area covered by the Agreement in a productive, efficient and orderly way, and

Provide appropriate remuneration and conditions of employment for employees working under the terms of the Agreement.

Encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skill and competence to meet the requirements of the employer and its client.

6. Intent

The intent of this Award to create an environment that enables employees to work together in a cooperative manner.

7. Performance Initiatives

The Parties recognise the financial performance of the Company and their respective futures, prosperity and employment security are inextricably linked. There are a range of issues that represent opportunities to enhance the Company's performance in the areas of health and safety, Company and employee relationships, learning and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual Performance Targets.

7.1 Continuous Improvement and Innovation

The Parties to this Award are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees will be encouraged to contribute not only through effort but also through good ideas. We will also promote the concept of employees challenging decisions where there may be better ways of doing things.

7.2 Occupational Health and Safety

This clause is to be read in conjunction with the OH&S Act 2000 (NSW).

The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

The employer may, from time to time, issue regulations designed to increase safe working practices and conditions. On a variety of projects and sites where the employer undertakes work and regulations and the policies and practices of the employer are in force concerning safety restrictions, it is an express condition of employment of all employees covered by this Award that such regulations as are issued from time to time will be strictly observed. It is recognised by the parties to this Agreement that failure to observe these regulations can be grounds for instant dismissal. It shall be the duty of the employers to ensure that each employee is made aware of the regulations in force on the project or site on which such employee works. Employees will assist contractors in the implementation of safety programs, which are based on continuous improvement.

7.3 Consultative Committee

The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision making process. The committee will consist of an equal number of company and union representatives and the parties will work to set up their own charter on establishment.

The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- (i) Introduction of new technology
- (ii) Changes to work organisation
- (iii) Expansion and investment
- (iv) Quality
- (v) Productivity improvement
- (vi) New management practices

Union representatives will have an open invitation to participate in the committee and will have adequate time and access to the employees they represent:

- (i) prior to the Committee meetings to prepare for agenda items
- (ii) Following Committee meetings to report back, when necessary, on issues discussed.

Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the company is unable to do so for privacy or confidentiality reasons.

7.4 Apprenticeships

The Company supports the philosophy of apprenticeships. This is seen as an investment for the future. It benefits the apprentice, the community and the business. It is the intent of the Parties to pursue the introduction of an Apprenticeship program involving Transfield Services.

7.5 Equal Employment Opportunity

The Parties agree to comply with and promote the principles of equal opportunity legislation.

8. Contract of Employment

The Parties to this Award are committed to the philosophy of full time employment, but also recognise that to be competitive alternative work arrangements will be required. Casual, part time and fixed term employees will be balanced with the needs of the Business. In short term situations such as shut downs, specialised work, and emergency work, alternative employment arrangements will be introduced.

8.1 Nature of Employment

Employment may be casual, part-time, full-time, or fixed term as is specified in the formal Letter of Offer of Employment. Employees shall perform work according to the following conditions:

By arrangement, employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in Clause 10 of this Award.

Employees are expected to work reasonable overtime as required by the Company in addition to the rostered ordinary working hours.

Employees must use such protective clothing and equipment provided by the Company for specific circumstances.

Employees must comply with safety requirements of the Company.

8.2 Types of employment

8.2.1 Full Time Employment

An employee who has not been specifically employed on a part time or casual basis shall be deemed to be employed full time. Transfield Services shall not contract outside of this Award. In other words there will be no other forms of employment for employees bound by this Award

except for those contained within Clause 8 of this Award (eg. no individual contracts, Australian Workplace Agreements or Prescribed Payment Systems).

8.2.2 Fixed Term Employment

The introduction of fixed term employment may be agreed between the parties to suit the circumstances of the business.

8.2.3 Part Time Employment

By mutual agreement between the Parties, an employee who is employed on a part-time basis shall be offered a fixed number of hours of not less than 12 hours in any one week period, and not more than 37.5 hours in a one week period, as agreed and confirmed in writing at the time of engagement or as varied by consent thereafter. A part time employee shall be entitled to all leave benefits contained in this Award on a pro-rata basis. The hourly rate for a part time employee shall be calculated by reference to the applicable hourly rate contained in Clause 9 of the Award.

8.2.4 Casual Employment

A casual employee is one engaged for a minimum period of one (1) day and paid as such. A minimum of four (4) hours per day will apply where work is not available due to reasons beyond the control of the employer. The engagement of a casual may be terminated at any time upon one hours notice or by payment in lieu. Employees engaged as casuals for a continuous period of six (6) weeks will be entitled to full time employment and shall be advised in writing of such by the Company. A casual employee shall not be employed for more than six (6) weeks continuously. Consultation and agreement may extend this period of engagement with employee representatives.

Casual employees working ordinary time shall be paid 1/38th of the weekly wage, prescribed in Clause 9 of the Award, for each hour worked. A casual employee shall not be entitled to any leave, public holidays, notice or severance benefits contained in this Agreement but shall receive in lieu a loading of 25% of the ordinary rate of pay.

Unless there is an agreement between the parties, casual employees will only be employed when unplanned, unexpected changes in the workload or planned peak requirements require a short-term increase in the number of employees.

8.3 Apprentices

Where apprentices are employed directly by the Company, then the conditions of this Award shall apply except for remuneration, which is specified as a percentage of the trade rate at 100%. The specific percentages to apply are as follows:

First Year Apprentice	42%
Second Year Apprentice	55%
Third Year Apprentice	75%
Fourth Year Apprentice	88%

Where the Company employs a new 'adult employee apprentice' (21 years of age or more), then that employee shall be remunerated at the 85% wage rate of a trades person for the term of the apprenticeship until overtaken by the Apprenticeship rate.

For existing adult employees who through Company approval undertake an adult apprenticeship will be paid at their current classification rate.

8.4 Probation

The continued employment of full time and part time new employees (other than a casual employee) will be subject to the satisfactory completion of three months on the job probationary period. During that time, probationary employees shall be provided with feedback on a monthly basis as how they are performing. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee in consultation with the work team. Provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice of one week.

8.5 Performance of Duties

Transfield Services may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote de-skilling, and payment will be in accordance with the classification structure.

8.6 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with paid leave contained in this Award and has been authorised.

8.7 Termination of Employment

Notice for termination or dismissal of employment will be in accordance with the following:

Period of Continuous Service	Notice Period
More than 1 month but less than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note:

Payment in lieu of notice shall be made if the appropriate notice period is not given. The notice of termination required to be given by an employee shall be the same as that required of an employer. By mutual agreement, the parties may enter into an arrangement that suits either party with a minimum notice period of not less than one (1) week. An employee required to work during their notice period shall have that amount deducted whilst not at work during the notice period as required by the Company. (Notice period is increased by one week if an employee is over 45 years of age, subject to having completed at least two (2) years continuous service with the employer.

Transfield Services has the right to dismiss an employee without notice for gross misconduct on the employee's part, which justifies summary dismissal.

In the event of summary dismissal, payment will be made up to the time of dismissal only. For example, theft of company property, violence against an employee or employer, vandalism or destruction of company property or other such matters warranting instant dismissal

8.8 Redundancy Provisions

Redundancy means when a position is surplus to the needs of the Business, and where there is no alternative employment for the person/s occupying that position/s. Employees who choose to terminate their employment are not eligible for Redundancy and summary dismissal does not entitle employees to a Redundancy payment. The following provisions shall apply:

Period of Continuous Service	Redundancy Pay	
	Employee is under 45	Employee is 45

	Years of Age	Years or More
Less than 1 year	Nil	Nil
At the completion of one (1) year	4 Weeks	5 Weeks
At the completion of two (2) years	7 Weeks	8.75 Weeks
At the completion of three (3) years	10 Weeks	12.5 Weeks
At the completion of four (4) years	12 Weeks	15 Weeks
At the completion of five (5) years	14 Weeks	17.5 Weeks
At the completion of six (6) years or more	16 Weeks	20 Weeks

8.9 Recovery of Monies Owed

It is agreed that in the event of an employee's employment being terminated for any reason, any monies advanced to the employee by Transfield Services shall be recovered by the Company from any accrued entitlements owing to the employee and in accordance with the law.

8.10 Stand Downs

The Company is entitled to deduct payment for any day on which an employee cannot be usefully employed through any cause which the employer could not reasonably have prevented such as power and fuel shortages.

8.11 Facilities

Transfield Services shall provide on-site facilities for its employees. These facilities shall be made available to all employees and comply with all relevant policies of Transfield Services and prevailing laws.

8.12 Transport of Employees

It is a condition of employment that all employees ensure they transport themselves to and from work. Employees are responsible for getting to and from work whether by personal or public transport. An employee without personal transport working overtime without notification on the previous day, and with no access to public transport, shall be transported to their place of residence, or to a place where public transport is available.

9. Wages and Allowances

9.1 An employee's remuneration shall be as provided for in this Award and notified to prospective employees in the Letter of Offer of Employment.

9.2 The following wage rates will be paid (for the performance of a 38-hour week) for the respective classifications from the first pay period commencing on or after the specified date.

9.2.1 Classification Structure - Maintenance Worker (MW)

Classification	Current	1st July 2006	1st July 2007	1st July 2008	1st January 2009
	\$	(4.5%) \$	(4%) \$	(2%) \$	(2%) \$
MW1	825.25	862.40	896.90	914.85	933.10
MW 2	873.45	912.75	949.30	968.25	987.60
MW 3	920.50	961.90	1000.40	1020.40	1040.80
MW 4	973.45	1017.30	1058.00	1079.15	1100.75
MW 5	1015.60	1061.30	1103.75	1125.80	1148.35
MW 6	1057.75	1105.35	1149.55	1172.55	1196.00

Note: The above rates are inclusive of all allowances, except a \$46.06* per week licence fee for Licensed Electrician and a \$28.99 per week licence allowance for air conditioning/refrigeration mechanics, Leading Hand Allowance (Clause 9.3), Meal Allowance (Clause 11.3), Dirty Work, Heat Money and Powerhouse Allowance (Clause 9.2.4), Plumbers allowance Clause (9.2.4.1), Chokage (Clause 9.2.4.2), Confined Space Allowance (Clause 9.2.3), and a First Aid Allowance Clause (9.2.2). These allowances will increase in accordance with the percentage wage increase.

Electrical Licence

The license allowance is set at \$48.13 to reflect a pre-existing trade relativity on site for maintenance activities. This is an all purpose allowance that will be amended in line with the percentage wage increases as listed above.

Current	1/7/06 (4.5%)	1/7/07 (4%)	1/7/08 (2%)	1/1/09 (2%)
\$48.13	\$50.30	\$52.30	\$53.35	\$54.40

Air Conditioning/Refrigeration Mechanics Licence Allowance:

Current	1/7/06 (4.5%)	1/7/07 (4%)	1/7/08 (2%)	1/1/09 (2%)
\$30.29	\$31.65	\$32.92	\$33.58	\$34.25

Performance Based Bonus:

In addition to the rates above a performance based payment bonus system, up to 3% payment for all hours worked (ordinary time plus overtime) will apply. This payment will be made on a quarterly basis. Key Performance Indicators that are appropriate and achievable will determine the performance based payment system.

9.2.2 First Aid Allowance

An employee who is appointed by the Company to render first aid, and holds a current recognised and accredited first aid certificate shall be paid an allowance of \$11.30 per week up to 30/6/07 and \$11.80 thereafter.

9.2.3 Confined Space Allowance

A confined space allowance of 63c per hour up to 30/6/07 and 66c per hour thereafter will be paid in the following manner. A "Confined Space", means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and subject thereto includes such a space -

- a) In the case of locomotives inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes
- b) In other cases inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super heaters or economisers.

9.2.4 Dirty Work and Powerhouse Allowance

Employees engaged in an unusually dirty or offensive capacity will be paid 43c per hour up to 30/6/07 and 45c per hour thereafter. For this allowance to apply the parties will finalise a document under which this allowance will apply having regard to previous site application.

Heat Money will apply when work is performed in places where the temperature is raised by artificial means above 49 degrees Celsius. Employees whilst so engaged on work will receive an additional amount of 43c up to 30/6/07 and 45c per hour thereafter.

Employees working and carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation will be paid a Powerhouse Allowance for all hours worked up to 30/6/07 of 63c per hour up to 30/6/07 and 66c per hour thereafter.

9.2.4.1 Plumbers Allowance:

- a) Plumbers licence of 68c up to 30/6/07 and 71c per hour thereafter.
- b) Gasfitters Licence of 68c up to 30/6/07 and 71c per hour thereafter
- c) Drainers Licence of 56c up to 30/6/07 and 59c per hour thereafter.
- d) Plumbers and Gasfitters Licence of 90c per hour up to 30/6/07 and 94c per hour thereafter.
- e) Plumbers and Drainers Licence of 90c per hour up to 30/6/07 and 94c per hour thereafter.
- f) Gasfitters and Drainers Licence of 90c per hour up to 30/6/07 and 93c per hour thereafter.
- g) Plumbers and Gasfitters and Drainers Licence of \$1.23 per hour up to 30/6/07 and \$1.28 per hour thereafter.

A plumber and laborers assisting plumbers employed on any chokage necessitating the opening up of any soil, waste or drain pipes or scuppers conveying sewage will be paid in addition the sum of \$3.46 per day (flat allowance) up to 30/6/07 and \$3.62 per day thereafter.

9.2.5 All Other Allowances

The rates of pay as per the Classification Structure are inclusive of all other allowances except for the Electrical Licence (Clause 9.2.1), First Aid Allowance (Clause 9.2.2), Confined Space Allowance (Clause 9.2.3) Dirty Work, Heat and Power House Allowance (Clause 9.2.4) Plumbers Allowances (Clause 9.2.4.1) Chokage (Clause 9.2.4.2) and Leading Hand Allowance (Clause 9.3). The rates of pay (Clause 9.2.1) includes but is not limited to the following allowances:

Supplementary Payment/Special Allowance/Industry Allowance/AIS Allowance/Tool Allowance

9.2.6 Classification Descriptions

The following classification structure is to be applied to employees for skills acquired and utilized.

Maintenance Worker 1 (MW1)

This band includes Trade Assistants and other Non-Trade employees such as Forklift Drivers and Dogmen.

Maintenance Worker 2 (MW2)

This band includes Non Trades employees such as but not limited to:

Certified Riggers/Scaffolders

Crane Drivers (9t <15t, 16t <40t)

Beltmen

Maintenance Worker 3 (MW3) - 100%

This is the entry band for trades employees such as but not limited to:

Electrician

Boilermaker

Fitter

Welder (All Certificates)

Machinist

Maintenance Worker 4 (MW4) - 105%

MW4 applies to skills acquired and utilized on the job.

- (i) Three appropriate modules in addition to the training requirements of MW3 level or;
- (ii) Three appropriate modules towards an Advanced Certificate; or
- (iii) Three appropriate modules towards an Associate Diploma; or
- (iv) Any training which a registered provider (eg TAFE) or by a State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) Will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW4.

Exercise the skills attained through completion of the training/work experience prescribed for this classification;

Exercises discretion within the scope of this grade;

Works under limited supervision either individually or in a team environment;

Understands and implements quality control techniques;

Provides trade guidance and assistance as part of a work team;

Exercise trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Construction Tradesperson Level 1.

Maintenance Worker 5 (MW5) - 110%

MW5 applies to skills acquired and utilized on the job.

Six appropriate modules in addition to the training requirements of MW3; or

Six appropriate modules towards an Advanced Certificate; or

Six appropriate modules towards and Associate Diploma; or

Any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

Will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW5.

1. Exercise of skills attained through completion of the training/work experience prescribed for this classification;
2. Provides trade guidance and assistance as part of a work team;
3. Assists in the provision of training in conjunction with supervisors and trainers;
4. Understands and implements quality control techniques;
5. Works under limited supervision either individually or in a team environment;
6. Interact with work groups to ensure job completion to target quality workmanship and guidance for others.

Exercises precision trade skills using various materials and/or specialised techniques;

Performs operations on a CAD/CAM terminal in the performance of routine modifications to the NC/CNC programs;

Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;

Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits;

Maintenance Worker 6 (MW6) -115%

MW 6 applies to skills acquired and utilized on the job.

- (i) nine appropriate modules in addition to the training requirements of MW3; or
- (ii) nine appropriate modules towards an Advanced Certificate; or
- (iii) nine appropriate modules towards and Associate Diploma; or
- (iv) any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW6.

1. Exercise the skills attained through completion of the training/work experience prescribed for this classification;
2. Exercise discretion within their level of training;
3. Is able to provide trade guidance and assistance as part of a work team;
4. Provides training in conjunction with supervisors and trainers;
5. Understands and implements quality control techniques;
6. Works under limited supervision either individually or in a team environment;
7. Can schedule and coordinate maintenance work for teams including down day programme development and execution for a maintenance task team.

Exercise high Precision Trade Skills using various materials and/or specialised techniques;

Works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;

Works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;

Works on instruments which make up complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;

Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;

Exercise intermediate CAD/CAM skills in the performance of routine modification to programs;

Working on complex or intricate interconnected electrical circuits at a level above MW5;

Working on complex radio/communication equipment.

9.3 A Leading Hand rate (all purpose) shall be paid as follows:

The following payment is an allowance only paid whilst an employee has been selected as a Leading Hand.

	Up to 30/6/07 \$	From 1/7/07 \$
Leading Hand	43.70 per week	45.65 per week
Relief Leading Hand	8.74 per shift	9.13 per shift

Leading Hands whilst in the role shall have the Leading Hand rate recognised on a pro-rata basis when calculating service entitlements.

9.3.1 A Staff Relief Allowance (all purpose) will be paid at the rate of MW6 plus \$62.70 up to 30/6/07 and \$65.21 per week thereafter. Staff relief is defined as a circumstance where employees are requested to step up to perform the full scope of a staff position. Guidance for the full scope of the role can be obtained from the relevant staff members' position description.

9.4 Mixed Functions

An employee engaged for more than two (2) hours on any day or shift carrying a higher rate than their classification shall be paid the higher rate for such day or shift. If engaged for two (2) hours or less during one day or shift the higher rate shall be paid for actual time worked.

9.5 Payment of Wages

All earnings shall be paid to employees by electronic transfer on a weekly or fortnightly basis into a bank account or other financial institution nominated by the employee.

Details of payment to employees on pay slips shall contain the following information:

Name of employee

Classification of the employee and reference number

Date of payment (including period of payment)

Classification rate (hourly)

Hours of work (normal and overtime)

Allowances

Deductions (such as union, salary sacrifice)

Annual Leave balance of hours

Special Payments (such as Annual Leave Payment)

Long Service Leave payments

9.6 Payment on Termination

Upon termination of employment, wages due to an employee shall be paid on the day of such termination, or forwarded to them by post or electronic fund transfer on the next working day.

9.7 Waiting Time

An employee kept waiting for his/her wages on site on pay day, for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work shall be paid overtime rates after the quarter hour with a minimum of a quarter per hour payment.

10. Working Arrangements

10.1 Hours of work

The ordinary hours of work shall be 38 hours per week which will generally be worked in 8.0 hour days between 0600 (6.00 am) and 1800 (6:00pm) hours, Monday to Friday. The ordinary hours of work may also be worked in other configurations as mutually agreed between the employees concerned and Transfield Services subject to work patterns meeting the Company's operational requirements and the needs of the business.

Where there is a need to vary the pattern of working the ordinary hours of work, the Company and the work team shall consult on the variation. Failing agreement, the Company shall give that work team and/or individual employees concerned two days' (48 hours) notice of the variation.

By agreement between the parties, the actual start and finish time of hours may be varied either way by one hour.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period, which exceeds 28 consecutive days.

10.1.1 Extensive Hours of Work

The Parties recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. Where hours on any day worked exceed twelve consecutive hours they shall be subject to:

Working within the Occupational Health and Safety Guidelines of the ACTU Code of Conduct regarding twelve (12) hour shifts :

Proper health monitoring procedures being adopted

Suitable roster arrangements

Effective support from management

10.1.2 Daylight Saving

When daylight saving comes into effect or is discontinued, employees shall be paid by the time of the clock at the commencement and conclusion of their shifts. Night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for the same pay dependant on an increase or decrease of hours required due to payment by the clock.

10.2 Shift Work

"Shift Work" means shift work scheduled for five consecutive workdays or more, Monday to Friday inclusive.

The Company through consultation with work teams can direct employees to work shift work as required, and the employees shall work the shift work as directed.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the business or, in the absence of agreement, by 48 hours notice of alteration given by the Company to the employees.

Where shifts fall partly on separate days, the day that has the major portion of the shift shall be recognised as the day for roster arrangements. Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

10.2.1 Afternoon Shift

"Afternoon" Shift means any shift finishing after 6.00pm and at or before midnight. Employees working on afternoon shift shall be paid a loading of 20% calculated on the employee's base rate of pay for ordinary hours only.

10.2.2 Night Shift

"Night Shift" means any shift finishing subsequent to midnight and or before 8.00am. Employees working on night shift shall be paid a loading of 30% calculated on the employee's base rate of pay for ordinary hours only.

10.2.3 Rostered Shift

A "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice, or has otherwise agreed to work.

10.2.4 Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary hours of the respective shifts. Where shifts are broken penalties shall be applied as per overtime entitlements.

10.2.5 Broken Shift

An employee who works on broken shift which does not continue for at least five (5) successive shifts, hours shall be paid for each shift 50% for the first two hours and 100% for the remaining hours.

10.3 Rotating Permanent Shift Work

The Parties will discuss, and by mutual agreement shall develop a criteria and set of conditions for the introduction seven day Rotating Permanent Shift Work.

10.4 Rostered Break Between Shifts

When overtime is worked it shall, where ever reasonably practicable, be so arranged that a employee has at least ten consecutive hours off duty between the work of successive days.

An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime and not required to recommence work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.

Work performed on Sunday of greater than three hours' duration will be deemed to be hours worked that require a 10 hour break before the commencement of ordinary hours of work.

If on instructions by the Company, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours during such absences.

10.5 Overtime

Work performed outside of ordinary hours shall be deemed to be overtime and paid (excluding shift work) as follows:

Monday to Friday - time and a half for the first two hours and double time thereafter

Saturday - time and a half for the first two hours and double time thereafter. Any hours worked after 12 noon on Saturday will be paid at double time.

Sunday - at double time.

Public Holidays - at double time and a half.

The penalties mentioned above shall be applied to 1/38th of the base weekly rates as defined in Clause 9.

10.5.1 Shift Workers - Payment for Saturday, Sunday, Public Holidays and Overtime

A shift employee working on a Saturday, Sunday, public holiday or on overtime will be paid as follows:

Saturday work - time and a half

Sunday work - double time

Public Holiday work - double time and a half

Overtime worked other than Sundays or public holidays - time and a half for first two hours and double time thereafter

10.6 Rostered Days Off (RDO)

The ordinary hours of work shall be rostered to provide employees with one Rostered Day Off per month (normally the fourth Friday in a four week cycle).

The RDO's may be scheduled as mutually agreed between the employee and the Area Manager to suit the need of the business. The RDO's may also be taken on alternative days by individual agreement for personal/operational needs.

If agreement cannot be reached employees may be directed to use any day/s of accumulated RDO, provided 48 hours notice is given to the employee.

RDO's may be accrued to a maximum of five days unless previously agreed with the Area Manager.

Where an RDO falls on a Public Holiday the next working day shall be taken as the RDO or may be taken as mutually agreed between the employee and the Company.

10.7 Call Back

Where an employee is recalled to work after leaving the workplace the following shall apply:

The employee shall be paid for a minimum of four hours at the rate of time and half for the first two hours and double time thereafter (or double-time for the full period for continuous shift workers). (Weekend call out will be paid at the relevant overtime rate). There are number of conditions which apply to this provision:

If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day, the employee shall be entitled to the four hours minimum overtime payment. However, in such circumstances it is only the time which is actually worked during previous call or calls which is to be taken into account when determining the rate for subsequent calls.

The employee will not be required to work the full four hours if the job in question is completed within a shorter period.

An employee called in prior to 3.00am will continue to be paid penalty rates leading into scheduled ordinary hours and for the duration of the shift, unless the employee is offered the opportunity to go home for reasons of health and safety, in which case the employee would be paid at ordinary time to the completion of shift.

Overtime worked in this clause is not to be regarded as overtime for the purpose of 10.4 rest periods after overtime, when the actual time worked is less than three hours on the call back or each subsequent call back.

10.7.1 Breakdown/Callout Procedure outside of Normal Working Hours:

On Friday 28th October 2005 the Parties to this Award put forward a proposal for endorsement by the employees covered by the Award. The proposal was titled the:

The proposal was endorsed by a valid majority of employees on the following grounds:

That the procedure as presented to the meeting on 28th October 2005 and subsequently endorsed by the meeting be tendered before the Commission on 7th November 2005;

That the Award be varied so as to incorporate this facilitative provision (10.7.1) recognising the abovementioned procedure;

That if at any time during the life of this Award it is necessary for the Parties to vary the procedure by consent, then any variation/s will only have application after they have been documented and endorsed by a properly constituted Delegates meeting and approval has been given by all the Union Organisations party to the Award; and

All employees covered by the Award receive a copy of the variation of the procedure within seven (7days) after its approval by all the Organisations.

10.8 Availability for Duty

An employee designated by his / her supervisor for Availability Duty will be paid an allowance of \$75.00 per day for holding in readiness to attend call out work.

11. Meal Breaks

- 11.1 A minimum 30 minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten minute morning break each weekday.
- 11.2 Employees shall be paid at overtime rates for all time worked in excess of five hours without commencing an uninterrupted meal break or crib break due to the requirements of the employer
- 11.3 Employees required to work more than a 10-hour shift shall be entitled to a 20 minute crib break and to a further crib break in respect of each completed four hours of overtime after the initial eight hours (exclusive of the crib break), if they are to continue work after such four hours. Employees not notified the previous day shall be paid \$10.45 (meal allowance) up to 30/6/07 and \$10.90 thereafter to purchase each meal at crib time.
- 11.4 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four hours of overtime (exclusive of crib break) if they are to continue after such four hours.
- 11.5 Employees who agree not to take a crib break to which they are entitled but continue to work instead, without taking the crib time of 20 minutes and continuing to work for a period of two (2) more hours or more, shall be regarded as having worked 20 minutes more than the time worked and paid accordingly.
- 11.6 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates for the first crib and without deduction of pay thereafter.

- 11.7 If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime, the employee shall be paid the prescribed meal allowance if the meal has become spoilt/surplus.

12. Annual Leave

The provisions of the *Annual Leave Act 1944* (NSW) shall apply.

13. Public Holidays

The following days shall be prescribed public holidays for the purposes of this Award where days are gazetted by the NSW Government as substitution or in addition to the following days those days shall apply.

New Years Day	Easter Monday	Christmas Day
Australia Day	Anzac Day	Boxing Day
Good Friday	Queens Birthday	Employees will be entitled to a picnic on a day agreed by the parties.
Easter Saturday	Labour Day	

14. Long Service Leave

The provisions of the *Long Service Leave Act 1955* (NSW) shall apply.

From the 1st December 2004, the Company will commence accruing Long Service Leave benefits for employees at the rate of 1.3 weeks' accrual for each completed year of service thereafter. Any accrual up to and including 30th November 2004 will be the current rate of 0.8667 weeks for each completed year of service. Entitlements become available in accordance with the Act.

15. Personal Leave

15.1 Amount of Paid Personal Leave

15.1.1 Paid personal leave is available to an employee when they are absent:

due to personal illness or injury (sick leave)

for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave)

for bereavement on the death of an immediate family or household member (bereavement leave).

15.1.2 The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer and accrues as follows:

(i)	Length of time worked for the employer	Personal Leave (Hours)
	Less than 12 months	54
	1 year to 5 years	76.8
	5 years or more	92

- (ii) Provided that an employee who normally works 8 or more hours a day so as to provide a rostered day(s) off in a work cycle in accordance with clause 6.1.4 is entitled to the following amount of personal leave:

Length of time worked for the employer	Personal Leave (Hours)
Less than 12 months	56
12 months to 5 years	80
5 years or more	96

15.2 Accumulation of Personal Leave

15.2.1 First Year of Employment

At the end of the first year of employment, unused personal leave accrues by the lessor of:

38 hours (or 40 hours if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken during the year;

or the balance of the year's unused personal leave.

15.2.2 Second and Subsequent Years of Employment

At the end of the second and subsequent years of employment, unused personal leave accrues by the lesser of:

60.8 hours moving to 76 hours after five years (or 64 hours, moving to 80 hours after 5 years, if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken;

or the balance of the year's unused personal leave.

15.2.3 Maximum Amount of Accumulated Personal Leave

Personal leave may accumulate to a maximum of 729.6 hours (or 768 hours if the employee normally works 8 or more hours a day).

15.3 Definitions

15.3.1 The term "immediate family" includes

spouse (including a former spouse, a de facto spouse and a former de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis. Spouse for the purpose of this Clause will also include same sex partners living on a bona fide domestic basis;

and child or an adult (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

15.3.2 Accumulated Personal Leave is personal leave accumulated under 15.1.2(a) and (b).

15.4 Sick Leave

15.4.1 Entitlement

The amount of personal leave an employee may take as sick leave hours depends on how long they have worked for the employer and accrues as set out in the following tables. Accumulated Personal Leave may be used for sick leave if the current sick leave entitlement is exhausted.

Length of time worked with the Employer	Rate of accrual of paid sick leave
Less than 1 month	0
1 month to less than 2 months	8
2 months to less than 3 months	16
3 months to less than 4 months	24
4 months to less than 5 months	32
5 months to less than 12 months	40

After the first five months of service, an employee must be paid for any sick leave to which they were not entitled, due to insufficient service, up to a maximum of 40 hours.

15.4.2 The Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, they are not entitled to sick leave.

15.4.3 Employee must give notice

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day of such absence, the employee will inform the employer within 24 hours of such absence.

15.4.4 Evidence Supporting Claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

15.4.5 Single Day Absences

An employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid sick leave in that year of a duration of one day only, without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

An employer may agree to accept a Statutory Declaration in lieu of the required medical certificate.

Nothing in this subparagraph limits the employer's right under 15.4.4

15.4.6 Broken Services

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, other than a casual basis, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

15.5 Bereavement Leave

15.5.1 Paid Leave Entitlement

A full time employee is entitled to use up to 16 hours personal leave as bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death of a member of the employee's immediate family or household.

15.5.2 Part time Employees

A part time employee is entitled to take two days, up to a maximum of 16 hours bereavement leave on the same basis as prescribed for full time employees in subclause 15.5.1 except that leave is only available where a part time employee would normally work on either or both of the two working days following the death.

15.5.3 Unpaid Bereavement Leave

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full time employee is entitled to take up to 16 hours unpaid leave, provided the requirements of clause

15.5.1 are met, and a part time employee is entitled to take up to two days unpaid leave, to a maximum of 16 hours, provided the requirements of clause 15.5.2 are met.

15.6 Carer's Leave

15.6.1 Paid Leave Entitlement

An employee is entitled to use up to 40 hours personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

15.6.2 Notice Required

- (i) When taking carer's leave the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably possible to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.
- (ii) The notice must include:
 - the name of the person requiring care and support and their relationship to the employee;
 - the reasons for taking such leave; and
 - the estimated length of absence.
- (iii) The employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

15.6.3 Unpaid Carer's Leave

An employee may take unpaid carer's leave by agreement with the employer.

Rationale And Structure Of The Personal Leave Provisions

First Year Of Employment Amount Of Leave		
5 days sick leave	38 hours (i.e. 5 days x 7.6 hours) where a 7.6 hour day is worked	or 40 hours (ie 5 days x 8 hours or more are worked per day)
plus 2 days Bereavement Leave	16 hours	16 hours
Total 7 days Personal leave	54 hours Where a 7.6 hour day is worked	or 56 hours where 8 hours or more are worked per day

Limits On The Various Types Of Personal Leave	
Maximum amount of Personal leave	54 hours or 56 hours (depending upon the hours of work arrangements in place)
Maximum amount of Sick leave	38 hours or 40 hours (depending upon the hours if work arrangements in place)
Maximum amount of Carer's leave	40 hours
Maximum amount of Bereavement leave	16 hours per occasion

Second & Subsequent Years Of Employment-Amount Of Leave		
8 days sick leave moving to 10 days	60.8 hours (ie 8 days x 7.6 hours) where a 7.6 hour day is worked, moving to 76 hours after five years	or 64 hours (i.e. 8 days x 8 hours or more are worked per day), moving to 80 hours after five years
Plus 2daysBereavement Leave	16 hours	16 hours
Total 10 days Personal leave	76.8 hours Where a 7.6 hour day is worked	or 80 hours where 8 hours or more are worked per day

Limits On The Various Types Of Personal Leave	
Maximum amount of Personal leave	76.8 hours or 80 hours (depending upon the hours of work arrangements in place)
Maximum amount of Sick leave	60.8 hours or 64 hours moving to 76 or 80 hours after five years (depending upon the hours if work arrangements in place)
Maximum amount of Carer's leave	40 hours
Maximum amount of Bereavement leave	16 hours per occasion

16. Parental Leave

Provisions of the *Industrial Relations Act* 1996 (NSW) will apply.

17. Jury Service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount paid in respect of ordinary time the employee would have worked had the employee not been on jury service.

18. Union Membership and Elected Delegates

18.1 Transfield Services shall support the union parties to this Agreement by way of providing union membership information and providing for payroll deductions of union dues as authorised by employees.

18.2 Accredited Union Delegate

An employee appointed Union Delegate/s (Shop Steward) shall, upon official notification to Transfield Services, be recognised as the accredited representative of the Union to which they belong. An accredited Union Delegate shall be allowed necessary time during working hours to interview a representative of Transfield Services on matters affecting employees they represent.

19. Trade Union Training

Union Delegates (Shop Stewards) nominated by their Union to attend a union sponsored training course will be granted up to five days leave (per annum) of absence without loss of earnings provided that:

Transfield Services receives at least two weeks notice of the nomination from the Union setting out times, dates, content and venue for the course.

The employee concerned can be released from duty by Transfield Services for the period of the course, without affecting normal operations.

Further Leave may be granted subject to agreement between the Parties. The accredited delegate will be entitled to paid leave to attend Industrial Relations Commission hearings.

20. Clothing and Personal Protective Equipment

- 20.1 It is a requirement that employees wear authorised Transfield Services issued clothing/uniform, and appropriate personal protective equipment including steel capped boots.
- 20.2 On engagement full time employees shall be issued with one pair of safety boots, four shirts, four trousers and one jacket
- 20.3 On an annual basis after twelve months continuous service from 1st December 2004 the Company will move to a points system that will ensure an appropriate allocation of clothing entitlement.
- 20.4 One winter jacket (For employment in the period 1 May - 1 September) will be provided every two years to employees. Where possible the jacket will be manufactured in Australia.
- 20.5 Employees who leave within the probationary period (8 weeks), shall reimburse the Company for clothing and personal protective equipment as per the letter of 'offer for employment'
- 20.6 Clothing and footwear provided by Transfield Services shall be replaced by the Company on a fair wear and tear basis after approval from the appropriate Supervisor/Team Leader.
- 20.7 It is a condition of employment that clothing/uniforms provided by the Company to employees shall be worn at all times during working hours. Employees failing to comply with this requirement will be managed through a counselling and disciplinary process.
- 20.8 Records of type of clothing issued to employees will be recorded by the Company.

21. Superannuation

- 21.1 Transfield Services shall contribute the statutory employer superannuation contribution to C Bus, EISS or other agreed and approved superannuation fund that complies with the Superannuation Guarantee Charge Act and Regulations on behalf of each eligible employee as defined in the regulations on a monthly basis.
- 21.2 The level of contributions will be in accordance with the levels prescribed by the act and varied from time to time.
- 21.3 Employees may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis to their nominated superannuation fund. To do so an employee is required to notify Transfield Services in writing and Transfield Services will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.
- 21.4 From 1st July 2005 a co-contribution arrangement for superannuation will be available at the election of the employee. From 1st July 2005 where an employee makes a 3% voluntary contribution, the Company will contribute an additional 1% making a total Company contribution of 10%. The arrangement thereafter from 1st July 2006 would be, at the employee's election, a further contribution of 1% (4% in total), the Company would increase its contribution by 1% making a total Company contribution of 11%.
- 21.5 From 1st July 2007, at the employee's election, a further contribution of 1% (5% in total), the Company would increase its contribution by 1% making a total Company contribution of 12%.
- 21.6 The parties reserve their rights to bargain with respect to the issue of superannuation into the third year 1st July 2008 of the new Award, and the first year of the subsequent Award 1st July 2009.

22. Income Protection Insurance

Permanent Employees of Transfield Services engaged pursuant to this Agreement shall be provided with income Protection insurance under the following terms and conditions.

A qualifying period of 14 days.

The insurance cover benefits payable will be applied for a maximum period of two years.

Transfield Services will contribute up to 1.4% of an employee's gross earnings to an income insurance plan, subject to the following:

- (i) In the event that the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Company's insurance premium.
- (ii) People accessing the insurance plan will agree to participate in the rehabilitation program, which includes assessment by the Company's nominated medical services provider and acceptance of that assessment.

23. Notice Boards

Transfield Services shall provide notice boards of reasonable dimensions to be located in prominent positions at the site upon which accredited Union Representatives shall be permitted to post formal union notices signed or countersigned by the representative posting them.

Any notice posted on a board not so signed or countersigned may be removed by an accredited representative or Transfield Services.

24. Employment Security

Security of Employment is important for improving working relationships, trust and co-operating with change. We do not want an environment where everyone is working in fear of losing their employment. We want an environment where people focus on doing jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security will only be achieved by successful business performance. Working together in implementing change and improvement will maximise security for everyone.

It is not the Company's intention to have any forced retrenchments during the life of this Award.

While workplace change, new technologies and changes in operations will be ongoing, every opportunity will be taken to effect changes through voluntary means and natural attrition.

The parties agree that any changes in the area of employment shall be handled in the following manner:

1. Employees shall be offered other available positions where possible.
2. An employee's skills shall be further developed to improve flexibility.
3. Employee numbers shall be reduced if required by natural attrition.
4. Voluntary Retirement Schemes shall be used in preference to forced redundancies.

If the above steps do not resolve the situation, the Company shall enter into further discussions with the Union with a view of resolving the situation to the satisfaction of both parties.

Provided further that this clause will not apply to situations of loss or substantial change to contract scope.

25. Right of Entry

An Officer of the union shall have the right to enter in accordance with the *Industrial Relations Act 1996* (NSW) as the Act stands at the date of certification of this Award.

26. Employee Entitlements

Security of Employee Entitlements

1. The parties to this Award are committed to ensure that all the entitlements accruing to employees are secure.
2. Transfield Services has made available to the unions written advice from its Auditors confirming its financial status and its compliance with making adequate provision for employee entitlements. The company will also continue to provide the audited Financial Statements which confirms the adequacy of provision for employee entitlements. A group comprising of employee and management representatives will meet within one week of the Annual Report and consult on the financial position of the Company.

27. Abandonment Of Employment

If an employee is absent from work for a continuous period of three working days without Company approval, and without notification to the Company, that employee shall be deemed to have abandoned their employment.

If after a period of two weeks from the last day of absence, the employee has not established a satisfactory reason for their absence and non-notification, the employee shall have their employment terminated.

28. Blood Donors

The Company will promote blood donations to its employees. The Company shall also pursue ways employees may actually donate blood with minimal disruption to the Business.

29. Anti-Discrimination and Harassment

The parties to this Award will not tolerate discrimination and harassment in the workplace and seek to achieve the objective in section 3(f) of the *Industrial Relations Act* 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

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

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

Nothing in this clause is to be taken to affect:

- a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- b) offering or providing junior rate of pay to persons under 21 years of age;
- c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977 (NSW);
- d) a party to this award from putting matters of lawful discrimination in any state of federal jurisdiction.

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

Notes:

Employers and Employees may also be subject to Commonwealth Anti-Discrimination legislation.

Section 56 (d) of the *Anti-Discrimination Act 1977*(NSW) 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".

30. Duress

This Award has not been entered under duress by any of the Parties to the Award.

31. Transmission of Business

Where transmission of business occurs and affects employees covered by this Award, the Parties shall by an exchange of letter/s enter into correspondence that clearly outlines the benefits and entitlements due to employees, and how such entitlements shall be managed. Matters to be covered may include such items as annual leave, personal leave, superannuation, sick leave and redundancy.

32. Work. Outside Port Kembla Steelworks

It is the intention of the business to enhance employment security by securing complementary work outside of Bluescope Steelworks. For work performed outside the scope of this Award the relevant terms and conditions of the appropriate State Award will apply.

33. Reserved Matters

Parental Leave

Hours of Work

34. Dispute Avoidance Procedure

The parties to this Award are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavours will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.

Any issue requiring resolution shall be dealt with in the following manner:

- i. Where an employee(s) has an issue, which has not been resolved in the normal course of business, they shall raise it with their Team Leader and both shall use their best endeavours to resolve it as quickly as possible.
- ii. Where an issue is directly relevant to a work area, it shall be discussed and every endeavour made to resolve it within the appropriate team.
- iii. Should the issue not be resolved as above within a sensible, mutually agreed timeframe, it shall be referred to and discussed with the Area Manager.
- iv. If not resolved, any of the Parties may raise the issue with the Operations Manager for resolution.
- v. If still unresolved, the matter may be referred to the relevant Union, which will discuss the matter with the Company.

- vi. Before the issue proceeds to the Industrial Relations Commission, the Company will ensure that its management and the union will ensure that its local Union Official has been involved in the process.
- vii. If still unresolved, the matter may be referred to the Industrial Relations Commission, by either party, for conciliation and/or arbitration in accordance with due process.

At all levels (i) to (v) inclusive of the above, the employee(s) may choose to have an accredited union representative or another employee in attendance.

While the above process is being pursued, work shall continue as normal (without bans and limitations).

The Parties to this Agreement may raise an issue to a higher level in the process at any time.

Levels (i) to (v) shall be completed within seven (7) working days.

35. Disciplinary Protocol

Agreed Process To Be Followed In The Event Of Potential Disciplinary Action Arising From An OH&S Or Other Incident.

The parties to this Agreement are: Transfield Services (Australia) Pty Ltd (BSL Port Kembla Alliance) ("the Company"); the Australian Workers Union, the Electrical Trades Union, the Australian Manufacturing Workers Union ("the Union").

The parties agree that:

In the event of an incident occurring that has potential disciplinary implications, the following process is agreed. Note that if the incident is of an OH&S nature the appropriate workforce OH&S Committee representative or the OH&S Committee Chairperson and the appropriate workforce representative will be involved in the investigation. If the incident is of a nature other than OH&S, the appropriate workforce representative will be involved in the investigation.

1. At the discretion of the employer, the employee (refer to Note 1 below) concerned may be removed from active duty and given alternate duties while the investigation takes place. In cases where the welfare of the employee or other personnel or workplace harmony may be compromised by the presence of the employee, the employer reserves the right to stand down with pay and remove from site the employee while the investigation takes place. In the event that an employee is stood down with pay in accordance with this clause, the stand down period will not be considered as part of any penalty that may or may not result following the conclusion of the appeal process. (Refer to Note 2 below for recommended communication actions at this point)
2. The investigation will involve the appropriate Company representatives and workforce representatives as indicated in the second paragraph above.
3. Once the investigation is completed, if disciplinary action (in the form of unpaid suspension or termination) is the Company decision, the Company will meet with the local area employee representative/s and the relevant Union Official/s to discuss the outcome before action is taken. If suspension or termination is not the decision of the Company, the Company agrees to advise the employee representatives and the union officials of the decision by some other appropriate form of communication.
4. During those discussions, all issues relevant to the incident will be discussed with a view to reaching an outcome that is satisfactory to both parties. At this time the Company will, without prejudice, make available to the delegates and/or union officials all such information pertaining to the incident and the disciplinary decision that it may legally do so. (Refer to Note 3 below for recommended communication actions at this point)

5. At this point, the employee and their representative/s may choose to exercise a right of local appeal by making representation to the Company and must notify the Company of its intention to do so.

If no appeal is forthcoming, the penalty will be administered immediately. If appealed, the employee and their representative/s must do so as quickly as possible, however in any case no more than 5 working days will be allowed for this process, at the sooner of which time, the resultant penalty will be administered. During the period of this appeal process, the employee will maintain the status that was determined in clause 1 above. (Refer to note 4)

6. Regardless of the penalty and the local appeal process, all employees agree to remain on the job without bans or limitations. Should the employee and his representative/s not be satisfied with the outcome of the local appeal process it is agreed that the employee and their representative/s will proceed to the final appeal process via the NSWIRC. Recommendations and/or directions resulting from this final appeal process will be accepted as final by all parties.

Following the conclusion of the investigation and possible local appeal process, management and appropriate employee representative/s will determine the most appropriate method of communicating the facts and outcomes to the workforce with the intent of preventing any possible industrial action.

This agreed process in no way inhibits either the Company, the employee or the Unions from exercising their rights under the terms and conditions of the Award or conditions of employment or any other relevant employment legislation.

The Parties agree that the sole purpose of this agreement is to improve Safety and Performance standards and communication while avoiding any Industrial Disputation, which is recognised as being detrimental to all Parties.

NOTES:

1. For the purposes of stand down or alternate duties only, clause one will apply equally to both monthly and weekly paid employees.
2. Following each serious incident the employer will, as soon as practical, facilitate a communication to all employees regarding the incident. It is intended that this communication will be advice that an incident has occurred, it's nature and that the agreed investigation protocol is preceding. This communication will be channelled through the recognised employee representative and supervisory networks.
3. The communication at this point may involve wider workplace representatives and is intended to provide more detailed information on the progress of the process, or in fact to communicate detailed outcomes.
4. Delaying the determined action in order to allow the appeal process to take place does not prejudice the rights of the Company to take such action, if required, once the appeal process has been completed.

G. M. GRIMSON, *Industrial Registrar*

Printed by the authority of the Industrial Registrar.

JOINERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C3810 published 17 March 2006.

(358 I.G. 165)

(No. IRC 1361 of 2004)

ERRATUM

1. Delete instruction 1 and insert in lieu thereof the following:
1. Delete subclause 23.8, of clause 28, Overtime and Special Time, of the award published 26 October 2001 (328 I.G. 1142), and insert in lieu thereof the following:
 - 23.8 (a)(i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (ii) 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.
 - (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and,
 - (e) any other relevant matter.

G. M. GRIMSON *Industrial Registrar.*

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SERIAL C4520

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

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

EA06/138 - LHMU Junee Correctional Centre - Correctional Officers - 2006 Enterprise Agreement

Made Between: GEO Australia Pty Ltd -&- the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 17 March 2006.

Description of Employees: The agreement applies to employees employed by The GEO Group Australia Pty Ltd., who are engaged as Trainee Correctional Officers, Correctional Officer and Correctional Supervisors only, who fall within the coverage of the Junee Correctional Centre - Correctional Officers - 2005 Enterprise Award.

Nominal Term: 27 Months.

EA06/139 - Mann's Earthmoving Co. Pty Ltd (Kurnell Refinery - NSW) Enterprise Agreement 2006-2009

Made Between: Mann's Earthmoving Co Ltd -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees employed by Mann's Earthmoving Co Pty Ltd., who are engaged in maintenance services and/or miscellaneous work at the Caltex Refinery, located at Solander Street, Kurnell NSW 2231, who fall within the coverage of the Building and Construction Industry (State) Award.

Nominal Term: 35 Months.

EA06/140 - Trimex Pty Limited Warehouse Enterprise Agreement 2006

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

New/Variation: Replaces EA04/201.

Approval and Commencement Date: Approved 24 March 2006 and commenced 1 April 2006.

Description of Employees: The agreement applies to all employees of Trimex Pty Limited, located at 5 Crewe Place, Rosebery NSW 2018, who are engaged in duties which are consistent with the classification structure described in clause 13 of the agreement, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 36 Months.

EA06/141 - VersaCold Logistics Limited (NSW) Clerical Enterprise Agreement 2005

Made Between: VersaCold Logistics Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved 15 March 2006 and commenced 22 November 2005.

Description of Employees: The agreement applies to all clerical employees employed by VersaCold Logistics Ltd., engaged in warehouse operations at its sites located at Minto, Girraween and Arndell Park in the state of NSW and are not to apply to any additional sites that the company may operate, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

Nominal Term: 36 Months.

EA06/142 - Giovenco Industries (Kurnell Refinery - NSW) Enterprise Agreement 2006-2009

Made Between: Giovenco Industries Pty Ltd -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to employees employed by Giovenco Industries Pty Ltd, who are engaged in maintenance services and/or miscellaneous work at the Caltex Refinery (as defined) located at Solander Street, Kurnell NSW 2231, who fall within the coverage of the Building and Construction Industry (State) Award.

Nominal Term: 35 Months.

EA06/143 - Seat Corrosion Control (Kurnell Refinery - NSW) Enterprise Agreement 2006-2009

Made Between: Seat Corrosion Control (Aust) Pty Ltd -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees employed by Seat Corrosion Control (Aust) Pty Ltd, who are engaged in maintenance services and/or miscellaneous work at the Caltex Refinery (as defined) located at Solander Street, Kurnell NSW 2231, who fall within the coverage of the Building and Construction Industry (State) Award.

Nominal Term: 35 Months.

EA06/144 - Shannon Civil (Kurnell Refinery - NSW) Enterprise Agreement 2006-2009

Made Between: Foviff NSW Pty Ltd trading as Shannon Civil -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees employed by Foviff Nsw Pty Ltd t/as Shannon Civil, who are engaged in maintenance services and/or miscellaneous work at the Caltex Refinery (as defined) located at Solander Street, Kurnell NSW 2231, who fall within the coverage of the Building and Construction Industry (State) Award.

Nominal Term: 35 Months.

EA06/145 - Inner City Legal Centre Enterprise Agreement 2006

Made Between: Inner City Legal Centre -&- the Australian Services Union of N.S.W..

New/Variation: New.

Approval and Commencement Date: Approved and commenced 15 March 2006.

Description of Employees: The agreement applies to all employees employed by Inner City Legal Centre, located at 66 Oxford Street, Darlinghurst NSW 2010, who fall within the coverage of the Social and Community Services (State) Award.

Nominal Term: 24 Months.

EA06/146 - State Water Corporation Salaried Officers Enterprise Agreement 2006

Made Between: State Water Corporation -&- the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 17 March 2006.

Description of Employees: The agreement applies to all employees employed by State Water Corporation located at 36 Darling Street, Dubbo NSW 2830, who are engaged in the classifications listed in Tables 1, 2 & 3 in clause 5 of this agreement, who fall within the coverage of the Crown Employees (Public Service - Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Service - Salaries 2004) Award.

Nominal Term: 27 Months.

EA06/147 - Albury City Council (Electricians) Enterprise Agreement 2006

Made Between: Albury City Council -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees of Albury City Council located at 553 Kiewa Street, Albury NSW 2640, except for employees designated as senior staff, who fall within the Local Government (Electricians) State Award.

Nominal Term: 36 Months.

EA06/148 - Thiess Services Pty Ltd Collection & Recycling Division, South Eastern Region, Commercial, Domestic and MRF Enterprise Agreement 2006-2008

Made Between: Thiess Services Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 24 March 2006 and commenced 1 July 2006.

Description of Employees: The agreement applies to all employees of Thiess Services Pty Ltd., located at 43 Fourth Avenue, Blacktown NSW 2148, who are engaged to perform work under the contracts set out in clause 3.1 of this agreement, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award and all employees of Thiess Service Illawarra Commercial Operations based in Illawarra who fall within the coverage of the Transport Industry - Trade Waste (State) Award.

Nominal Term: 24 Months.

EA06/149 - Alpha Workforce - TWU Enterprise Agreement

Made Between: Alpha Workforce Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees employed by Alpha Workforce Pty Ltd., located at 75 Marion Street, Harris Park NSW 2150, who fall within the coverage of the following state awards: Ice Cream Carters and Van Salespersons (State) Award; Milk Treatment, &c., and Distribution (State) Award; Transport Industry (State) Award; Transport Industry - Mixed Enterprises Interim (State) Award; Transport Industry - Motor Bus Drivers and Conductors (State) Award; Transport Industry - Petroleum, &c., Distribution (State) Award; Transport Industry - Quarried Materials (State) Award; Transport Industry - Retail (State) Award 1999; Transport Industry - Tourist and Service Coach Drivers (State) Award; Transport Industry - Trade Waste (State) Award; Transport Industry - Waste Collection and Recycling (State) Award; Transport Industry - Wholesale Butchers (State) Award 2000 and the following federal awards: Gate Gourmet Service - Transport Workers' Award 2002; Transport Workers (Airlines) Award 1988; Transport Workers (Cateair Airport Services) Award 1990; Transport Workers (Oil Distribution) 2000 and Transport Workers (Oil Companies) Award 1992.

Nominal Term: 36 Months.

EA06/150 - Harrison Manufacturing Brookvale Enterprise Agreement 2005

Made Between: Harrison Manufacturing Co Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA03/244.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to employees employed by Harrison Manufacturing Co Pty Limited located at 75 Old Pittwater Rd, Brookvale NSW 2100, who are engaged in the classifications of General Hand, Store Person and Blender 1 & 2, who fall within the coverage of the Storemen & Packers General (State) Award.

Nominal Term: 18 Months.

EA06/151 - Broadspectrum Australia Pty Ltd (Kurnell Refinery - NSW) Enterprise Agreement 2006-2009

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

New/Variation: New.

Approval and Commencement Date: Approved 24 March 2006 and commenced 11 March 2006.

Description of Employees: The agreement applies to all employees employed by Caltex Refinery located at 446 South Road, Marleston SA 5033, who are engaged in maintenance services and/or miscellaneous work at the Caltex Refinery located at Solander Street, Kurnell NSW 2231, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 35 Months.

EA06/152 - ITW Proline - New South Wales - National Union of Workers Enterprise Agreement 2006

Made Between: ITW Proline -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 24 March 2006 and commenced 1 February 2006.

Description of Employees: The agreement applies to all employees employed by ITW Proline located at 45 Britton Street, Smithfield NSW 2164, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 36 Months.

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